



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF COACHELLA  
AND  
TEAMSTERS LOCAL 1932  
SANITARY EMPLOYEES AND MISCELLANEOUS EMPLOYEES**

~~JULY 1, 2021 – JUNE 30, 2023~~

JULY 1, 2023 – JUNE 30, 2027

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**TEAMSTERS LOCAL 1932  
SANITARY EMPLOYEES AND MISCELLANEOUS EMPLOYEES  
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## **ARTICLE 1 – PREAMBLE**

### **SECTION 1. INTENT**

It is the intent and purpose of the City of Coachella and the Teamsters Local 1932, representing the employees of the City, that this Memorandum of Understanding (“Agreement”) shall set forth rates of pay, hours of work, as well as other terms and conditions of employment to be observed by both parties.

This Agreement has been developed in the interest of promoting and improving employee relations between the City of Coachella, California, hereinafter referred to as the City, and Teamsters Local 1932, hereinafter referred to as “Teamsters 1932”.

Each section of this Agreement shall be considered in its entirety and subsections shall be considered only in the context of sections as a whole.

### **SECTION 2. RECOGNITION OF UNION**

The City of Coachella acknowledges Teamsters Local 1932 (“Teamsters 1932”) as the sole and exclusive bargaining representative for the following unit:

1. **INCLUDED:** All permanent full-time and probationary employees in the classified service of the City, including but not limited to those classifications listed in Appendix A to this Memorandum of Understanding (“MOU”) as well as all permanent full-time employees who are not within the classified service performing work within the scope of the job descriptions of employees in the classified service of the City.
2. **EXCLUDED:** All temporary employees as defined in and limited by Article 14 of this Agreement, part-time employees, and all management, confidential and supervisory personnel.
3. When the City creates a new job classification, the City shall give written notice (letter, email, FAX) to Teamsters 1932 of the bargaining unit assignment, if any, of such classification and the pay range of the classification. Teamsters 1932 shall have ten (10) working days (Monday-Thursday, excluding holidays) after mailing of such notice to contest the City’s assignment of the newly created classification to another bargaining unit or to non-bargaining unit status. If Teamsters 1932 timely contests the assignment of the newly created classification, the parties shall

meet to make an effort to reach agreement within ten (10) working days (Monday-Thursday, excluding holidays) on the bargaining unit assignment for the classification. If no agreement within the prescribed timeframe, the City's determination will be final.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

Teamsters Local 1932 recognizes that the City has the authority to manage and direct, on behalf of the public, all operations and activities of the City to the full extent authorized by law.

1. The City retains the exclusive right to manage and direct City services, the performance of and the work force performing such services. The City retains all of its exclusive management rights, which include, but are not limited to:
  - a. determine the mission of its constituent departments, commission, boards and issues of public policy;
  - b. set standards and levels of service;
  - c. determine the procedures and standards of selection for employment and promotions;
  - d. direct its employees;
  - e. establish and enforce dress and grooming standards;
  - f. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
  - g. maintain the efficiency of governmental operations;
  - h. determine the methods, means and numbers of kinds of personnel by which government operations are to be conducted;
  - i. determine the content and intent of job classifications;
  - j. determine methods of financing;
  - k. determine style and/or type of City-issued wearing apparel, equipment or technology to be used;
  - l. determine and/or change the facilities, methods, technology, means, organization structure and site and composition of the work force and allocate and assign work by which the City operations are to be conducted;

- m. determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City;
  - n. assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
  - o. establish and modify productivity and performance programs and standards;
  - p. for good cause, to discharge, suspend, demote, reprimand, withhold salary and benefits or otherwise discipline employees in accordance with applicable law;
  - q. establish employee performance standards including, but not limited to, quality and quantity standards and to require compliance therewith; take all necessary actions to carry out its mission in emergencies;
  - r. exercise complete control and discretion over its organization and the technology or performing its work; and
  - s. establish reasonable work and safety rules and regulations in order to maintain the efficiency of City services.
2. The exercise by the City through its Council and management representatives, City Manager, Department Directors and Executives, of its management rights shall not in any way, directly or indirectly, be subject to the grievance procedure.

**ARTICLE 3 – BASIS FOR COMPENSATION**

**SECTION 1. SALARY ADVANCEMENTS WITHIN BASE PAY RANGE**

Salary ranges are established to provide fair compensation to each position covered by this Agreement. Initial appointments shall be made at the minimum step within the approved pay range. The City Manager may approve a higher starting step if the best interests of the City so require.

**SECTION 2. STEP ADVANCEMENT**

- A. Salary advancement within each class shall not be automatic, but shall be based upon merit and fitness. All salary increases shall be recommended by the

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Department Head and approved by the City Manager. Merit increases shall be effective on the employee's anniversary date.

- B. Upon successful and satisfactory completion of six (6) months of service, an eligible employee may be advanced one step within his/her range and yearly thereafter until the maximum pay rate within the range is reached.
- C. Merit increases will be provided for eligible employees based on performance evaluation conducted on employee's service anniversary date and as outlined in this MOU.
- D. The City implemented a performance step recognizing outstanding performance on January 1, 2012. An employee's advancement to the performance step is based on his/her achievement, over the course of the performance appraisal period following his/her anniversary date, of the goals and objectives established and agreed upon between the employee and his/her supervisor and approved by the Director and City Manager. The Labor/Management Committee adopted the appraisal tool criteria for what constitutes outstanding service and goals and objectives in order to be eligible for the performance step on April 1, 2012.

**SECTION 3. PROMOTION**

- A. An employee who is promoted to a position in a class with a higher salary rate shall be entitled to be placed on the lowest step in the new range which exceeds the employee's present rate of pay by at least five percent (5%).
- B. Upon successful completion of six (6) months of service in the new class, an employee placed in Step A of the salary schedule may be advanced one step within his/her range and yearly thereafter until the maximum pay rate within range is reached.

**SECTION 4. RECLASSIFICATION**

An employee who is reclassified to a position in a class with a higher salary range shall be entitled to the lowest step in the higher salary range which exceeds the employee's present rate of pay by a minimum of five percent (5%) of the employee's base rate of pay.

**SECTION 5. DEMOTION**

When an employee is demoted, the employee's base pay rate shall be set at the step in the lower pay range which provides the smallest decrease in pay if the action is not for cause. If the demotion

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is for cause, the employee's pay rate shall be set at any appropriate step rate in the lower range that is less than the employee's existing salary as determined by the City Manager.

**SECTION 6. METHODS OF COMPENSATION**

- A. Compensation shall be determined on an hourly basis.
- B. Payments due shall be paid on a bi-weekly basis unless otherwise specified. By mutual consent of the parties, early payments and other modifications can be made.
- C. Base hourly salary shall be considered as the regular rate of pay for a particular classification without consideration of any other form of compensation.
- D. No employee may take time off from normal working hours (excluding meal periods) for the purpose of depositing a pay check.

**SECTION 7. REQUIREMENTS AS TO CONTINUITY OF SERVICE**

- A. Service requirements for advancement within a base salary range and vacation shall be based on continuous service as a regular employee.
- B. Leaves of absence without pay in excess of five (5) days, except for extended military leave, shall be deducted in computing total service but shall not interrupt continuous service.
- C. All unauthorized absences without leave shall be grounds for disciplinary action.

**ARTICLE 4 – REGULAR COMPENSATION**

**SECTION 1. BASE HOURLY SALARY AND CLASS TITLES**

The hourly wages effective July 1, 2021 through June 30, 2023 for employees covered by this Agreement are set forth in the Salary Schedule (Appendix A) to this Agreement.

- Appendix A reflects a ~~three and one half percent (3.5%)~~ seven percent (7%) cost of living adjustment effective July 1, ~~2021~~ 2023.
- Appendix B reflects a ~~three and one half percent (3.5%)~~ five percent (5%) cost of living adjustment effective July 1, ~~2022~~ 2024.
- Appendix C reflects a four percent (4%) cost of living adjustment effective July 1, 2025.
- Appendix D reflects a three percent (3%) cost of living adjustment effective July 1, 2026.

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For the period of July 1, ~~2021~~ 2023 through June 30, ~~2023~~ 2027, employees will receive an hourly wage based on a forty (40) hour work week.

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~~If cannabis tax revenue increases at least \$800,000 during the fiscal year 2021/2022, the City agrees to an economic re-opener for enhancements only.~~

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**SECTION 2. PREMIUM PAY**

1. Temporary assignments are on a spot basis and do not encompass an entire work day. These employees will receive premium pay for the hours actually worked on the special assignment. Assignments shall be made by the Department Head, subject to the approval of the City Manager. Premium pay shall be paid at the rate of three dollars (\$3.00) per hour. This payment only applies to employees required to operate heavy equipment. Employees shall be entitled to a minimum of two (2) hours pay for each assignment.
2. All new employees that are required to operate heavy equipment shall receive eight (8) hours of training before they operate any heavy equipment. Any current employee that operates heavy equipment shall receive a yearly refresher course on or soon after their anniversary date.

The training will consist of:

- Pre-trip and post-trip inspections
- Air brake test
- Operation of equipment
- Road test

After completion and passing the training, they will be certified to operate heavy equipment. All heavy equipment vehicles will be supplied with Vehicle Inspection Report books per DOT guidance.

**SECTION 3. ACTING PAY**

When an employee is asked to substitute in a position higher than the one he/she regularly fills, that employee will be entitled to pay equal to the first step of that higher position (not less than five percent (5%) increase beyond his/her current compensation) for the period of time the employee is asked to take over the duties of the higher level position. An employee will be eligible

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to earn acting pay at the start of the first day the employee works outside of his/her regular classification.

## **ARTICLE 5 – SPECIAL COMPENSATION**

### **SECTION 1. OVERTIME COMPENSATION**

- A. Employees may be required to work overtime if no employee volunteers or in case of an emergency. Employees will be given forty eight (48) hours advanced notice if overtime is required.
- B. Overtime is work directed to be performed in addition to work of the normal work period for a specific classification. Payment for overtime shall be paid at the rate of one and one-half (1½) times the employee’s regular hourly rate.  
  
Overtime hours worked will be paid in excess of ten (10) hours worked per day or in excess of forty (40) hours worked per week.  
  
Holiday (including floating holiday) and vacation time used during a work week will count as hours worked for purposes of computing overtime pay for payroll purposes. Compensatory time and sick time used during a work week will not count as hours worked for purposes of computing overtime pay for payroll purposes.
- C. All SCHEDULED overtime and compensatory (comp.) time worked by a non-exempt employee must be approved IN ADVANCE by both the Department Head and the City Manager (or designee) PRIOR to being worked. Evening and weekend EMERGENCY calls must be reported to the Department Head and the City Manager (or designee) on the next working day. Occasional overtime and/or compensatory time required to be worked at the end of the day requires only Department Head approval. Because unauthorized overtime and compensatory time are against City policy, employees who work unauthorized overtime and compensatory time are subject to discipline, up to and including termination.
- D. At the discretion of the Department Head and with the agreement of the employee, compensatory time off may be substituted in lieu of paid overtime. However, no employee may accrue more than one-hundred twenty (120) hours of compensatory time off.
- E. Employees shall have the option of receiving monetary compensation for overtime

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work or compensatory time off.

- F. Voluntary Special Event Overtime – in instances where voluntary overtime is requested for special events, the City shall post a voluntary sign-up sheet in all departments four (4) weeks prior to the event, and the suggested number of employees. The sign-up sheets will be posted for four (4) business days. The top senior employees who possess the skills required to perform the overtime will be chosen two (2) weeks prior to the scheduled overtime. If the required number of employees is not met, overtime will be mandatory and the City shall use inverse seniority until it reaches the number of employees necessary.

**SECTION 2. STANDBY PAY**

~~Standby pay will be paid at the rate of eighty five dollars (\$85.00) for a two (2) day weekend and one hundred thirty five dollars (\$135.00) for a three (3) day weekend. Standby pay will be paid at the rate of two hundred twenty five dollars (\$225.00) for a seven (7) day week not including a holiday and two hundred fifty dollars (\$250.00) for a week including a holiday. For purposes of this provision the workweek begins at 12:01 p.m. Saturday and concludes 12:00 midnight the following Friday.~~

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~~Employees working stand-by assignments shall be paid thirty-five dollars (\$35.00) per workday and fifty dollars (\$50.00) per non-workday. Employees shall be paid eighty dollars (\$80.00) per holiday.~~

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The City agrees to implement a standby rotation system in each division.

**SECTION 3. CALL-OUT AND REPORTING PAY**

The City agrees to implement an overtime/call-out rotation system for each individual field division. Each individual field division will rotate overtime/call-out assignments within each field division’s non-supervisory employees so that line employees are assigned to overtime/call-out duty in an equitable manner, based upon skill set required to complete said overtime/call-out assignment.

Any employee that is on approved leave that is contacted, and the phone call is for informational purposes only and the call is no longer than ten (10) minutes, there will be no compensation. Any call lasting longer than ten (10) minutes, they will be compensated at least one (1) hour call out pay. If requested to come to work, they will be compensated by the procedure established in this

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article. Disputes over the application of this provision can be processed through the grievance procedure.

If an employee actually works more than two (2) hours call out on any day he/she will be paid for four (4) hours. If he/she works more than four (4) hours call out on any day he/she shall receive eight (8) hours pay. The minimum hour provision in this section shall be paid once for any twenty-four (24) hour day beginning at 12:01 a.m. and ending the following midnight.

**SECTION 4. BILINGUAL PAY**

A. Additional compensation in the amount of five percent (5%) of base salary may be paid to staff in the following positions whose primary responsibilities require the ability to speak Spanish:

- Accounting Technician (Payroll)
- ~~Accounting Technician (Utilities)~~
- Assistant Engineer
- ~~Business License Technician~~
- Code Enforcement Aide
- Code Enforcement Officer
- Customer Service Representative I/II
- Department Assistant I/II (Code Enforcement)
- Department Assistant I/II (~~Administration~~, Community Development)
- Department Assistant I/II (Engineering Services)
- Department Assistant I/II (Human Resources)
- Department Assistant I/II (Public Works)
- ~~Department Assistant I/II (Utilities)~~
- Economic Development Technician
- Engineering Technician
- Human Resources Technician
- Parks Ranger
- Payroll Specialist
- Planning Technician
- Public Works/Landscape and Lighting Inspector

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- Recreation Services Coordinator
- Senior Center Assistant
- Senior Center Coordinator
- ~~Senior Center Operator~~
- ~~Utility Clerk I/II~~
- Water Service Worker II

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B. Additional compensation in the amount of ~~twenty five dollars (\$25.00)~~ ~~fifty dollars (\$50.00)~~ per pay period for employees who use their conversational Spanish skills when interacting with the public on a more limited basis:

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- ~~Accountant~~
- ~~Accounting Technician (Finance)~~
- ~~Custodian/Building Maintenance~~
- ~~Heavy Equipment Operator~~
- ~~Public Works Maintenance Workers (Streets and Parks)~~
- ~~Senior Accountant~~
- ~~Senior Maintenance Worker~~
- ~~Senior Water Service Worker I/II/III/IV~~
- ~~Street Sweeper Operator~~
- ~~Treatment Plant Operator Trainee I/II/III~~
- ~~Vehicle/Equipment Mechanic I/II~~
- ~~Water Service Worker I/II~~

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B. C. To be eligible to receive bilingual pay, an employee must be serving in an eligible classification and be certified by the City to receive such pay. The City may periodically require evaluation of incumbents receiving bilingual pay. An employee shall have two opportunities per calendar year to pass the City designated bilingual test.

**SECTION 5. CERTIFICATE PAY**

Treatment Plant Operator I/II/III and Water Service Worker I/II/III will receive monthly compensation for the following certifications only if they are not already a requirement per their job description.

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Treatment Plant Operator and Water Service Worker job classifications will receive twenty-five (\$25) dollars a month, per certificate, for obtaining Collections Grade II, Wastewater Treatment II or Water Distribution II certification.

Treatment Plant Operator and Water Service Worker job classifications will receive thirty-five (\$35) dollars a month, per certificate, for obtaining Collections Grade III, Wastewater Treatment III or Water Distribution III certification.

**SECTION 6. LONGEVITY PAY**

City Miscellaneous employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous\* service with the City. Longevity pay shall be paid on all paid hours up to an employee’s standard hours and shall not be considered when determining the appropriate rate of pay for a promotion or demotion. ~~Longevity payments will be effective July 1, 2022.~~

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TOTAL COMPLETED SERVICE	COMPENSATION
31,200 Continuous Service Hours (15 years)	2%
<del>41,600 Continuous Service Hours (20 years)</del>	<del>4%</del>

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\*For purposes of this section, continuous hours includes periods of service from the initial date of hire through an employee’s severance with the City in specific instances when the City initiates lay-off actions for economic reasons and the employee was subsequently re-hired. Additionally, part-time service hours are excluded from the calculation of continuous service hours.

**ARTICLE 6 – WAGE SUPPLEMENTAL BENEFITS**

**SECTION 1. EMPLOYEE INSURANCE**

A. Health and Medical Insurance

1. The City will pay up to the median cost of the CalPERS medical premium for single, two-party, and family coverage for employees, spouses, domestic partners and dependents. The specific dollar amounts will change each year based upon CalPERS’ rates.

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2. Employees with duplicate health coverage may choose to cash in ~~five hundred twenty five dollars (\$525.00)~~ seven hundred twenty five dollars (\$725.00). An employee must submit a written request for payment and annual evidence of duplicate coverage.

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B. Life Insurance

The City will provide a \$150,000 policy for each employee.

C. Optical and Dental

1. The City will pay full premiums for both optical and dental benefits for employee and dependents.
2. The employees will have the option of having vision coverage of which the City will pay the premiums for the term of this MOU.
3. Employees may decline vision coverage, thereby waiving such coverage and shall receive in cash the fees which would have been paid in the form of such insurance premiums.

D. Long Term and Short Term Disability

All employees are covered by a long term and short term disability insurance policy. The City shall pay the premium for these disability insurance policies.

**SECTION 2. MEDICAL BENEFITS REOPENER**

If the Union can provide a comparable Medical Benefits plan at a lesser cost to the employees and the City, the City agrees to meet with the Union to discuss the benefits and cost of said plan.

**SECTION 3. RETIREMENT**

- A. The City contracts with the California Public Retirement System (CalPERS).

Effective October 20, 2012, the City adopted a two-tier retirement plan:

- Employees hired prior to October 20, 2012 are covered under the 3% @ 60 CalPERS Plan and will be on the “One Year Final Compensation” benefit plan. Employees under the 3% @60 CalPERS Plan (First Level) currently pay an 8% member contribution. This amount is set by CalPERS.
- Employees hired on or after October 20, 2012 are covered under the 2% @60 CalPERS Plan (Second Level) and will be on the “Three Year Final Compensation” benefit plan. Employees under the 2% @60 CalPERS Plan currently pay a 7% member contribution. This amount is set by CalPERS.

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- Effective January 1, 2013, new employees are covered under the 2%@62 CalPERS Plan (PEPRA) and will be on the “Three Year Final Compensation” benefit plan. Employees under the 2%@62 CalPERS Plan currently pay a 6.75% member contribution which increases to 7.75% on July 1, 2023. This amount is set by CalPERS.
- B. The City agrees to pay two dollars (\$2.00) per month for the employee’s participation in the 1959 PERS Survivor’s Benefit Program (Government Code sections 21570 et seq.) The PERS premium for uniformed employees shall be paid by employees.
- C. The City currently contributes the following amount towards an eligible retiree’s CalPERS medical premium:
- ~~2021 – \$256.50 per month~~
- ~~2022 – \$270.00 per month~~
- 2023 – 2027 \$270.00 per month

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**SECTION 4. SICK LEAVE**

- A. Sick leave shall be earned at the rate of ten (10) hours per month. For purposes of determining annual cash-out or carryover of accumulated sick leave, unused sick leave will be accrued at the rate of ten (10) hours per month and the cash-out carryover will be determined on that rate.
- B. Sick leave shall be accrued to a maximum of 200 days.
- C. Cash Out: Termination
1. Retirement: fifty percent (50%) of accrued sick leave.
  2. Layoff: fifty percent (50%) of accrued sick leave.
  3. Death: fifty percent (50%) of accrued sick leave.
  4. Discharged: None
- D. Cash Out: Annual
1. Employees have the option of saving all of their yearly sick leave or being paid for it in accordance with these provisions.
  2. Payment provisions for unused sick leave shall be based on a fiscal year basis (July 1 to June 30).
  3. Employees may cash in, convert to vacation, or accrue one-half of their annual unused sick leave hours at the end of each fiscal year. If none of

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these options are exercised by the employee, the unused sick leave will automatically be accrued.

4. Sick leave computation pay shall be based on an employee's hourly rate as of June 30, except for retirement or layoff.
5. Upon retirement, employees shall be paid in accordance with the average number of annual hours accumulated and based on the same schedule as the annual cash out. Payment shall be computed at employee's hourly rate at separation.

E. Use of Sick Leave

Sick leave shall be used only in case of sickness or disability of the employee or for family sick leave. Misuse of sick leave shall be grounds for disciplinary action.

F. Notification of Sickness

1. To receive compensation while absent on sick leave, an employee shall notify his/her immediate supervisor in the manner provided for in Departmental rules and regulations or as otherwise allowed by law.
2. When an employee requests sick leave, the City shall follow the guidelines outlined in SB 579 and all other applicable laws to determine whether a doctor's note will be required.

G. Family Sick Leave

1. In case of illness of a member of the employee's immediate family, the employee, upon reasonable notice, may take up to one-half of his/her annual sick leave accrual for family sick leave.
2. Immediate family for the purpose of this section shall be defined as spouse, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, child, stepchild, or guardian, stepfather, stepmother, registered domestic partner, grandparents or grandchildren.
3. Family sick leave shall be deducted from the employee's accumulated sick leave.

H. Return From Sick Leave

Upon return from sick leave, an employee may be required by the Department Head to report for an examination by a City-selected physician to determine fitness for duty.

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**SECTION 5. HOLIDAYS**

A. The following days shall be considered paid holidays.

- New Year’s Eve
- New Year’s Day
- Martin Luther King’s Birthday
- Presidents’ Day
- Cesar Chavez’s Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Indigenous Peoples’ Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

B. If the holiday falls on a Friday or Saturday, it will be observed on the Thursday before as a legal holiday. In addition, if a holiday falls on a Sunday, it will be observed the following Monday. In the case that the City has a holiday closure, December 24<sup>th</sup> thru January 1<sup>st</sup>, employees may use vacation, compensatory time, and floating holidays. In the event employees do not have enough hours for coverage of time lost due to the closure of the City, the City will allow employees to carry a negative balance. Any accruals earned after January 1<sup>st</sup> will be used to clear an employee’s negative balance.

C. Floating Holidays

1. In lieu of former holidays (Lincoln’s Birthday, Admission Day, and Day After Thanksgiving), employees shall earn three (3) floating holidays.
2. Floating holidays shall be earned on July 1, and shall be taken during the period between July 1 through June 30 of each year. As of June 30, the floating holidays earned in a fiscal year and unused shall either be cashed out or converted to vacation and carried over to the next fiscal year at the employee’s option.

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- D. Employees who work on a paid holiday shall be paid at the rate of time and one-half their normal hourly rate, in addition to the straight time pay they normally receive for the holiday, with a minimum of two (2) hours “call in” time guaranteed.
- E. There shall be no accrual of holiday time off.

**SECTION 6. VACATION**

- A. Employees shall earn vacation as follows:
  - 1. 1<sup>st</sup> year through 3<sup>rd</sup> year of service– eleven (11) days per year.
  - 2. 4<sup>th</sup> year through 10<sup>th</sup> year of service – sixteen (16) days per year.
  - 3. 11<sup>th</sup> year through 15<sup>th</sup> year of service – twenty (20) days per year.
  - 4. 16<sup>th</sup> year through 20<sup>th</sup> year of service – twenty-five (25) days per year.
  - 5. Over twenty (20) years of service – thirty (30) days per year.
- B. An employee may accrue up to the amount that employee accrues in two (2) years. Once this maximum amount has been accrued, the employee shall accrue no further vacation until the accrued level has been reduced to below the maximum. The employee will then again begin accruing but at no time shall the employee’s level accrued vacation exceed the amount of vacation that the employee accrues in two (2) years.
- C. The time of taking vacation shall be determined by the Department Head, subject to review by the City Manager. An employee may take vacation only in increments of full days or complete shifts. A Department Head may approve smaller increments of not less than four (4) hours.
- D. Subject to filing an official request, an employee may cash in up to eighty (80) hours of vacation annually (based on fiscal year: July 1-June 30).
- E. Prior to an employee taking of vacation time, he/she may request and, upon such approval, shall receive a payroll check for the wages which normally would be earned during the duration of the employee’s vacation. Employees must give one pay period advance notice of such a request.

**SECTION 7. BEREAVEMENT LEAVE**

- A. Employees shall be granted three (3) days bereavement leave for purposes of arranging and attending the funeral of a member of the employee’s immediate family. Bereavement leave shall only be granted on the employee’s regularly

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scheduled work days. Bereavement leave shall not be deducted from an employee's accrued sick leave.

- B. Immediate family is defined as spouse, mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, child, stepchild, guardian, stepfather, stepmother, registered domestic partner, grandparents or grandchildren.
- C. The City may require an employee to submit evidence of the relationship to the employee and the death of the immediate family member.

**SECTION 8. SAFETY EQUIPMENT AND UNIFORMS**

- A. Uniforms  
In the event the City requires employees to wear a special uniform, the City agrees to furnish said uniforms and the laundry thereof at no cost to the employees. Employees provided uniforms shall receive five (5) shirt and pant changes per week.
- B. Safety Shoes  
Any employee covered by this agreement whose duties require them to perform work which expose their feet to potential harm or danger shall be required to wear safety shoes during working hours. The specifications for the shoes will be determined by the City. The City shall provide two pairs of shoes every July, and will contribute up to five hundred (\$500.00) dollars, plus sales tax, towards the purchase. If an employee chooses a shoe whose cost is above what the City contributes, it shall be the responsibility of the employee to pay the difference. The employee must demonstrate to their supervisor that the shoes they wish to replace need to be replaced. Should an employee's work render the shoes ineffective for purposes of foot safety in a period of less than twelve (12) months, that employee must demonstrate to their supervisor or Department Head that the shoes need to be replaced before a second pair will be provided.
- C. A City cell phone shall be provided to all workers when placed on standby status.

**SECTION 9. JURY DUTY**

An employee who is summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary. All jury duty fees received by an employee shall be paid to the City. Compensation for mileage or subsistence

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allowances while serving on a jury are not considered as a fee and shall be retained by the employee. Any employee who is called as a witness arising out of any matter in the course of his/her City employment shall be deemed to be on duty and there shall be no loss of salary. Any witness fees received by an employee shall be paid to the City along with any mileage payment if the employee uses City transportation. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence.

Nothing herein shall be deemed to affect the right of the City Manager to discuss with the employee the possibility and practicability of seeking an exemption or excuse from jury duty or as a witness as may legally be available, or postponement of such service when absence by the employee would create undue hardship for the employer or the employee's department, or would materially affect required service to the public.

**SECTION 10. STATE DISABILITY INSURANCE**

All employees covered by this Agreement are covered by the State of California Disability Insurance program. The costs of participating in the program are paid for by the employees.

**SECTION 11. EMPLOYEE PHYSICAL EXAMINATION**

The City reserves the right to require an employee to submit to a fitness for duty medical examination. In doing so, the City shall comply with the pertinent requirements of the U.S. Americans with Disabilities Act and the California Fair Employment & Housing Act. The City shall pay the cost of the examination. An employee may elect to be examined by his/her physician. If an employee elects to be examined by his/her physician the employee must pay the cost of the examination, and have all City supplied examination forms completed and returned to the City. An employee who fails to comply with the provisions of this section may be disciplined and required to submit to an examination by a City selected physician. The employee shall pay the cost of such an examination. Examinations shall not include testing for drugs.

**SECTION 12. EDUCATION REIMBURSEMENT**

The City will reimburse employees fifty percent (50%) of tuition for continuing education in non-job related courses and one hundred percent (100%) of tuition for classes in job related courses. Payment is predicated on an employee receiving a 2.0 grade or better, and is based upon a fiscal year. The City will also reimburse employees one hundred percent (100%) of the cost of job-related college preparatory classes, certifications, professional licensure preparatory classes,

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vehicle or equipment certification and/or Class A or B license fees, and renewal fees on such certifications and/or licenses. The cost to the City for the reimbursements shall not exceed five thousand dollars (\$5,000) per employee for a twelve (12) month period. Requests for reimbursement must be submitted and approved prior to enrolling in a course or applying for a certification, license or renewal.

**SECTION 13. MEDICAL FLEX PLAN**

The City will provide and administer an “employee benefits plan” for medical expenses pursuant to Section 125 of the Internal Revenue Service Code. Participation in the plan is voluntary. The annual deduction is determined by the Internal Revenue Service.

**ARTICLE 7 – WORKING CONDITIONS**

**SECTION 1. HOURS OF WORK**

All departments shall observe office and working hours necessary for the efficient transaction of service as determined by the City Manager. The very nature of the services performed by the City makes it impossible for all departments to operate on the same schedule of working hours.

- A. The employees’ normal work period shall be based on a 4/10 work schedule, whereby employees will work ten (10) hours per day Monday through Thursday, between the hours of 5:00 a.m. and 6:00 p.m., with the exception of Senior Center employees, who will be off either Monday or Friday as determined by the City Manager or designee, the Park Ranger who will work weekends and receive two (2) consecutive days off, and one Building Maintenance Worker who will be off Sunday, Monday, and Tuesday.
- B. Overtime shall be paid for hours worked in excess of ten (10) hours per day or in excess of forty (40) hours per workweek.
- C. Holidays, floating holidays and vacation hours will be computed at the rate of ten (10) hours per day.
- D. Work schedules for the Senior Center, Park Ranger, and Building Maintenance Worker employees may vary from the above alternative work schedules based on operational needs. Employees at the Senior Center shall work a 9/80 schedule, with the exception of the Senior Center Operator who shall work five (5) days a week, eight (8) hours a day with two (2) consecutive days off., Park Ranger employees

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shall work five (5) days a week, eight (8) hours a day with two (2) consecutive days off, and one Building Maintenance Worker shall work a 4/10 schedule with three (3) consecutive days offs.

- E. Departments may require alternative work schedules for some employees to meet the demands of operations, including weekends and evenings. The City will exercise its efforts in good faith, subject to the requirements of operations to the end that employees will be scheduled on a normal work pattern which shall be four (4) consecutive days on and three (3) consecutive days off in any scheduled work week with the exceptions noted for the Senior Center, Park Ranger, and one Building Maintenance Worker.

**SECTION 2. REST PERIODS**

- A. Employees may be allowed up to a fifteen (15) minute rest period in accordance with department rules during each half of the regular work day or regular work shift.
- B. Rest periods will not be taken at the beginning or end of either half of the regular work day or work shift.
- C. Rest periods may not be accumulated, nor shall such rest periods have any monetary value if unused.
- D. Breaks may be taken away from the work site or City facility. If moving by vehicle, employees are required to use their own personal vehicle.

**SECTION 3. MEAL PERIOD**

Employees shall be entitled to an unpaid meal period not to exceed one (1) hour per regular work day or regular work shift. The amount of time for the meal period and the procedure for taking a meal period shall be established by departmental rules and regulations.

**SECTION 4. ATTENDANCE**

Employees shall normally be in attendance at their; work in accordance with City regulations governing hours of work, holidays, and leaves. Failure on the part of an employee to notify the City of an absence in accordance with the City's rules shall be considered adequate reason for dismissal.

**SECTION 5. OUTSIDE EMPLOYMENT**

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- A. No employee in the City service shall hold any job or employment outside of the City service without written approval from his or her Department Head or the City Manager. Approval may be requested at any time, shall be renewed each July, and must be re-obtained any time outside employment changes.
- B. Outside employment will not be permitted if (a) it would physically or mentally impair or hamper the employee in the discharge of his/her duties, (b) it would place the employee in conflict with the City in any fashion, or (c) it would reflect adversely upon the employee or the City. The employee may appeal the decision of the Department Head to the City Manager.
- C. The City Manager reserves the right to prohibit any outside employment on the part of any City employee which may be detrimental to the best interests of the City. In such cases, the employee would be given appropriate warning and then must decide between his or her City position and the outside employment. Employees, may not engage outside business activities while on duty, nor may City equipment or property be used for any other reason than City functions.
- D. The procedure to be followed in requesting approval of outside employment is as follows:
  - 1. Employee must submit a written request to his or her Department Head on a form provided by the City.
  - 2. The Department Head shall approve or deny the employee's request and notify the requesting employee immediately.
  - 3. The request, whether approved or denied, shall be routed to the City Manager.
  - 4. Appropriate follow-up action will be taken if requested (i.e., appeal of denial by employee directly to the City Manager).

**SECTION 6. LEAVES OF ABSENCE**

A. General Policy

The following types of leave, and no other, are officially recognized: holidays, vacations, sick, military, jury leave and leave without pay. All leaves may be granted by the Department Head in conformance with rules established for each type of leave and shall be referred to the City Manager for approval. All absences

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of one (1) hour or more must be reported to the personnel office on forms provided by the personnel office and on the payroll records of the payroll clerk.

B. Military Leave

In accordance with provisions of State Law, an employee shall be granted military leave of absence from his/her position during the actual duration of such activity.

**SECTION 7. PROBATIONARY PERIOD**

A. The probationary period is an integral part of the employment process. It shall be utilized to observe a new or promoted employee in his/her position, and to reject any employee whose performance does not meet the required work standards.

B. All original and promotional appointments shall be tentative and subject to a probationary period.

1. Original appointments: A six (6) month probationary period provided that the City, at its discretion, may extend a probationary period for an additional six (6) months. A rehired permanent employee, returning within six (6) months of termination, shall have a six (6) month probationary period and shall have all seniority restored for promotional and vacation purposes.

2. Promotional appointments: A six (6) month probationary period. The City, at its discretion, may extend a promotional probationary period for an additional six (6) months. The City will notify the union within five (5) working days of any extension of a probationary period.

3. All sick leave, suspensions or leaves shall extend the probationary period by an equal amount of time.

C. During the probationary period the Department Head, with the concurrence of the City Manager, may remove an employee who is unable or unwilling to perform the duties of the position satisfactorily or whose habits and dependability do not merit his/her continuance in the service. The Department Head shall immediately report such removal to the Human Resources Manager and to the employee and shall state his/her reasons in writing.

D. If an employee is removed from a position during or at the end of his/her probationary period, and the Human Resources Manager determines that the individual is suitable for appointment to another position, his/her name may be

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restored to the list from which it was certified. An employee promoted to a new class who does not successfully complete his/her probationary period shall be reinstated to a position in the class occupied by the employee immediately prior to promotion.

**SECTION 8. ANNUAL PERFORMANCE REVIEW**

- A. Employees shall receive an annual performance review on the anniversary date of their current classification.
- B. Teamsters Local 1932 shop stewards shall receive a list of all upcoming evaluations on a quarterly basis.
- C. Performance evaluations are grievable on a standard grievance form.

**SECTION 9. WORKERS' COMPENSATION**

All persons employed by the City are covered under the California State Workers' Compensation system. Workers' compensation insurance covers all job-related injuries and provides for payment of medical expenses. Workers' compensation death benefits are provided as required by law. No cost is incurred by the employee for this benefit. All costs are incurred by the City.

**SECTION 10. SEPARATION**

All separations of employees from positions in the classified service shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, layoff, disability, death, retirement, and dismissal.

A. Resignation

An employee may resign by submitting to his/her Department Head in writing the reasons therefore and the effective date. As much advance notification as possible is requested but a minimum of two weeks' notice is desired. Failure to comply with this requirement may be cause for denying future employment with the City.

B. Layoff

1. Purpose for Layoffs

For reasons of economy, efficiency, or in the interest or mandate of the public, reductions of City services may be required. Whenever, in the judgment of the City Council, it becomes necessary, the City Council may

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eliminate positions, and the employees holding such positions may be laid off.

2. Seniority and Order of Layoff

- a. Seniority shall be by date of first employment in the employee's current classification. Layoffs shall be in reverse seniority order in the affected classification, with junior employees being laid off before senior employees. No full-time permanent employee may be laid off while any temporary, probationary or part-time employees, or any employees with less seniority are retained in the affected classification. A senior employee who is to be laid off shall have the right to bump a junior employee in a lower paying classification provided that the senior employee shall have previously established permanent status in the position into which she/he wishes to bump.
- b. If an employee exercises bumping rights to a lower classification, said employee shall have the right to be the next person promoted to the classification from which he or she was laid off for a period of 24 months from the effective date of the lay-off action.

3. The duties performed by an employee laid off may be reassigned to other employees already working who hold positions in appropriate classes.

4. Reinstatement List and Recall Rights

- a. Full-time permanent employees of the City who are laid off from the competitive service in good standing shall have their names placed on a recall list for a period not to exceed two (2) years from date of layoff, and shall be eligible for recall for any vacancies within the same position classification held by the employee, provided that the employee meets the minimum qualification and is able to perform the duties of the job. Laid off employees applying for vacancies in other position classifications shall be given preference provided they meet the minimum qualifications for the position and are able to perform the duties of the job.
- b. Once recalled, reinstated employees will be restored to the same seniority rights and benefits in effect for the employee at time of

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layoff, unless subsequent changes in the MOU have been made in the intervening time regarding a particular benefit, in which case the newer MOU language regarding benefit entitlement will take precedent.

- c. After expiration of the two (2) year recall list, laid off employees will be treated the same as internal candidates for employment recruitment purposes only in accordance with the “Recruiting, Hiring and Promotions of Classified Employees” policy for a period of twelve (12) months after approval of this MOU.

5. Payment for Accumulated Leave

The laid-off employee shall have the option of receiving payment for any accumulated vacation leave compensatory time, or “frozen” sick leave with a cash value in accordance with the provisions of the MOU and respective City policies, at any time during the layoff period. Payment shall be made in one (1) full payment. An employee electing to defer automatic payment of these leave balances by the City must notify the Human Resources Department in writing of their choice. If payment is not selected at the end of the two (2) year period the City will automatically pay the employee the amount to which he or she is entitled. Once an employee elects payment of any balances, the payment will be subject to the provisions applicable for those programs in effect at the time of reinstatement.

6. Severance Pay

The laid-off employee will be provided four (4) weeks of severance pay.

C. Disability

An employee may be separated when he/she cannot perform the essential duties of the position with or without reasonable accommodation(s) because of physical or mental disability. Action may be initiated by the employee, his/her legal representative, or the City, but in all cases, it must be supported by medical evidence acceptable to the City Manager. The City may require an examination at its expense to be performed by a City selected physician.

D. Death

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Separation shall be effective as of the date of death. All compensation due in accordance with these rules shall be paid to the estate of the employee, except for such sums which by law must be paid to the surviving spouse.

E. Retirement

Whenever an employee meets the conditions set forth in these rules and PERS Regulations, he/she may elect to retire and receive all benefits earned under the Retirement Plan.

F. Dismissal

The City Manager may dismiss any employee for the good of the service. Reasons for dismissal may include, but shall not be limited to:

1. Failure to meet the prescribed standards of work, morality and ethics to an extent that makes an employee unsuitable for any kind of employment in the City service.
2. Theft or destruction of City property.
3. Incompetence, inefficiency, or negligence in the performance of duty.
4. Insubordination that constitutes a serious breach of discipline.
5. Conviction of a criminal offense.
6. Notoriously disgraceful personal conduct.
7. Unauthorized absences or abuse of leave privileges.
8. Acceptance of any valuable consideration which was given with the expectation of influencing the employee in the performance of his/her duties.
9. Falsification of records or use of official position for personal advantage.
10. Intoxication or drinking during working hours or drinking on City property.
11. If an employee's wages are garnished for more than three (3) debts within one (1) year, such an employee may be subject to disciplinary action.

Any employee who has been discharged shall be entitled to receive a written statement of the reasons for such action and to a hearing before the City Manager if he/she so requests, as provided in these rules.

G. City Equipment

At the time of separation and prior to final payment, all records, assets and other items of City property in the employee's custody shall be transferred to the

Department Head and certification to this effect shall be executed by the employee. Any amount due because of a shortage in the above shall be collected through appropriate legal action if not voluntarily paid by the employee.

H. Rights of Employees

Regular employees who separate from City employment shall receive payment for all earned salary and earned annual leave.

**ARTICLE 8 – SECURITY PROVISIONS**

**SECTION 1. DUES CHECKOFF**

Teamsters Local 1932 is authorized to use payroll deductions for collecting employee organizational dues on a monthly basis.

**SECTION 2. MAINTENANCE OF MEMBERSHIP**

The Union shall have the sole and exclusive right to have membership dues deducted by the City for employees covered under this Agreement, upon appropriate written authorization submitted by such employees to Teamsters Local 1932. Teamsters Local 1932 shall advise the City in writing of the membership dues to be deducted for each member. The City shall make remittance to the Union within fifteen (15) working days of the deduction of such sums. Teamsters Local 1932 shall notify the City in writing of any change in dues thirty (30) days prior to the effective date of such change. The Union shall, as soon as possible, notify the City in writing if any member of the bargaining unit revokes a membership dues authorization.

Teamsters Local 1932 shall notify the City in writing of any employee who hereinafter comes into the bargaining unit and who has provided appropriate written authorization to Teamsters Local 1932. The City shall deduct the approved bi-weekly membership dues within the first pay period upon receiving written notification from Teamsters Local 1932.

The City shall forward a monthly report to the Union and the Assigned Business Agent, which will include any all personnel actions (new hires, terminations, transfers, promotions, home address changes, etc.) within the Unit.

**SECTION 3. CHANGES IN COMPENSATION AND BENEFITS**

In the event any other bargaining unit or non-bargaining unit member receives any economic benefit (i.e., salary, insurance, etc.) during the term of this agreement, unit members represented

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by Teamsters Local 1932 shall receive the equivalent increase. In the event any other bargaining unit or non-bargaining unit member receives any economic benefit and the benefit does not exist in this contract, unit members shall receive the equivalent amount toward the benefit of their choice.

### **ARTICLE 9 - D.R.I.V.E. VOLUNTARY CONTRIBUTIONS**

The City agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the City in writing of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage.

The City shall transmit to DRIVE National Headquarters on a biweekly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from the employee’s paycheck. The International Brotherhood of Teamsters shall reimburse the City annually for the City’s actual cost for the expense incurred in administering the biweekly payroll deduction plan.

DRIVE shall, as soon as possible, notify the City in writing if any member of the bargaining unit revokes a DRIVE contribution authorization.

### **ARTICLE 10 – GENERAL PROVISIONS**

#### **SECTION 1. USE OF VEHICLES AND CREDIT CARDS**

- A. Vehicles  
City-owned vehicles may be used only when employees are in the official discharge of their duties. No person may ride in a City-owned vehicle unless on City business. Absolutely no hitchhikers may be picked up at any time. City vehicles may not be used for personal business and such use shall be grounds for disciplinary action. Keeping a City vehicle overnight and use to and from work is not necessarily considered as discharge of duties. Such use may be allowed only as a condition of employment or if an employee’s job is of a nature that requires him/her to respond to an emergency or call-in.
- B. Speed Limit

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City vehicles shall be driven in compliance with all State, City and County laws, rules and ordinances. No vehicle shall be driven above the posted speed limit except when the necessary sirens and lights are used while responding to emergency situations.

C. Courtesy

All common courtesies of the road shall be exercised whenever practical. The manner in which vehicles are operated reflect upon the reputation of all City employees.

D. Accidents

All accidents involving City vehicles and private property are to be reported to the Police Department immediately and to the City Manager as prescribed by the City's accident report procedure. Failure to report any accident involving City vehicles within one (1) working day may be construed as an attempt to conceal the accident. An employee may be warned, suspended or terminated for failing to comply with this provision.

E. Teamsters Local 1932 and the City jointly recognize the need for safe equipment and the proper operation of all equipment. To help achieve a safe work environment the parties agree that:

1. Every effort will be made to ensure that all motorized equipment is maintained properly with prompt repairs made as needed.
2. Each equipment accident will be analyzed. A formal report will be made available to all involved employees. Employees judged to have contributed to an accident may be held financially responsible for damages.
3. An employee has the right to question if a vehicle is safe to operate.
4. Vehicle check lists will be used for all vehicular equipment.

F. Parking

City vehicles which are taken home by employees shall not be parked on public streets.

G. Unattended Vehicles

The California Vehicle Code makes it unlawful to leave vehicles running and unattended. Violations of this law will result in disciplinary action.

H. Backing of Vehicles

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No City trucks will be backed up without the assistance of a second person stationed on the rear of and to the side of a City truck while they are being backed up.

I. Credit Cards

City-owned gasoline company credit cards are to be used only when it is impractical to use City facilities at City Hall. Credit cards shall not be used for meals or lodging unless authorized in advance by the City Manager.

**SECTION 2. NONDISCRIMINATION AND EQUAL OPPORTUNITY**

- A. The City and Teamsters Local 1932 agree that both parties have a crucial role in the development and implementation of equal employment opportunities. Both parties mutually accept responsibility for carrying out these provisions.
- B. The parties agree to cooperate actively and positively in supporting the concept of equal opportunity for all employees and to seek and achieve the highest potential and productivity in employment situations. The City agrees to provide encouragement and assistance opportunities so that all employees may utilize their abilities to the fullest extent.
- C. The City will exert every effort possible to encourage upward mobility of employees now at lower grade levels so that they may work at their fullest potential.
- D. The provisions of this agreement shall be applied equally to all employees subject to the agreement without regard to sex (including pregnancy, gender identity, gender expression and sexual orientation, marital status, race, color, religion, national origin, mental disability, physical disability, age (40 and above), medical condition (cancer or genetic characteristic), or any other protected class under applicable law.

**SECTION 3. ACCESS TO AGREEMENT**

Upon enactment of this agreement, the City will, within thirty (30) days, provide each employee with a copy of this Agreement.

**SECTION 4. REPRESENTATION**

It is agreed that the bargaining unit covered by the Agreement does not include management personnel.

**SECTION 5. NO STRIKE/NO LOCK OUT**

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Teamsters Local 1932, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, stick-out, or any other job action by withholding or refusing to perform services.

The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

## **ARTICLE 11 – EMPLOYEE/EMPLOYER RELATIONS**

### **SECTION 1. LABOR/MANAGEMENT COOPERATION COMMITTEE**

A Labor/Management Committee shall be established for the following purposes:

- A. To improve communication between representatives of Labor and Management;
- B. To study and explore ways of eliminating potential problems between the City and its employees;
- C. This Committee is not intended to circumvent, replace or modify the grievance procedure.
- D. The City and Teamsters Local 1932 agree to create a subcommittee to meet and confer on revisions to City's Personnel Rules.

### **SECTION 2. GRIEVANCES**

A grievance is a job-related complaint by an employee regarding the terms and conditions of employment which arise out of a specific fact, situation, or transaction, other than discipline, that results in an alleged violation of existing City administered Personnel Rules and Regulations, policies, or this MOU.

The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the City to adjust grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there will be grievances which will be resolved only after a formal appeal and review. Accordingly, the following procedure is established.

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1. A grievance must be presented to the direct supervisor within seven (7) working days of the event giving rise to the grievance or the grievance will be deemed untimely. The direct supervisor shall make inquiry into the facts and circumstances of the complaint and shall attempt to resolve the matter promptly and fairly. The direct supervisor shall provide response to employee within seven (7) working days of receipt of the grievance.
2. An employee, if dissatisfied with the decision of the direct supervisor, may submit the grievance in writing to the Department Head. The Department Head shall make a separate investigation and inform the employee in writing of his/her decision and the reason therefore within seven (7) working days after receipt of the employee's grievance. If the direct supervisor is the Department Head, then the employee will proceed to Step 3.
3. If the employee is dissatisfied with the Department Head's/direct supervisor's decision, he/she may request in writing a review by the City Manager within seven (7) working days following the receipt of the decision of the Department Head/direct supervisor. The City Manager shall make an investigation and conduct such hearings as he/she deems necessary and shall within fifteen (15) working days after the receipt of the employee's request for review, inform the employee in writing of his/her findings and decision.
4. If the grievance is not resolved at the City Manager level, within 15 days after the receipt of the City Manager's decision, the employee or representative may submit the written grievance to mediation for an advisory decision. The impartial mediation will be handled by the California State Mediation and Conciliation Service or by another mediation service agreed to by both parties. If this step in the grievance process is requested, it will be at no cost to the City. The outcome of the mediation will be considered advisory to the City Manager. After considering the outcome of the mediation, the City Manager shall inform the employee in writing of his findings within 15 working days. The decision of the City Manager shall be final.

The City shall make available to the employee or the employee representative a standard grievance form.

### **SECTION 3. STEWARDS**

Teamsters Local 1932 may be represented by four (4) Stewards. Teamsters Local 1932 shall notify the City in writing of the employees selected to act as Stewards, as well as to provide notice if

employee representation changes during the term of this Memorandum of Understanding. Stewards shall, unless performing steward duties, be and remain at their regular place of work. Not more than one (1) of the designated steward representatives may participate in any special meeting to resolve a problem within the scope of bargaining or grievance hearing at one time, unless authorized by the City Manager.

The City will provide Teamsters Local 1932 fifty (50) hours per fiscal year per steward for all steward meetings, trainings, and executive board meetings during work hours. Any unused hours remaining at the end of the fiscal year will not carry over. This release time shall be paid City time. Stewards are required to inform their immediate supervisor of such meetings, trainings, and executive board meetings a minimum of five (5) business days in advance. Supervisors have the discretion to deny attendance to ensure that work locations are adequately covered if necessary. Stewards will record the date and amount of time spent on such activities using the City's online timekeeping system.

In accordance with SB 1085, Teamsters Local 1932 agrees to reimburse the City for all compensation and benefits paid to a steward for additional release time requested by Teamsters Local 1932 that fall outside normal steward duties, as listed above. Stewards will record the date and amount of time spent on additional release time using the City's online timekeeping system. The City will submit a request for reimbursement to Teamsters Local 1932 on a monthly basis and Teamsters Local 1932 will reimburse the City within thirty (30) days of receipt of said request.

**ARTICLE 12 – SALARY AND MAN POWER STUDY FOR UTILITIES**

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~~The City agrees to conduct a Salary Study for utility plant operation classifications within 6 months of completing the manpower study described below. Study is to be job description based and not classification based. Study comparative entities to include an equal mix of stand alone utilities (not City owned/operated) and City utilities.~~

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~~The City further agrees to conduct a manpower study for utility plant operation classifications to be completed within 1 year of contract ratification.~~

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~~Study to include:~~

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- ~~Workload needs:~~
  - ~~Number of hours to complete assigned jobs~~

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- ~~Ex: 10 hours to treat wastewater, per day.~~
- ~~Number of personnel required to complete assigned jobs~~
- ~~Job assignments needed to meet baseline utility operations requirements~~
  - ~~Ex: a valve turning program is not currently implemented, but is a baseline requirement of a water utility. The assignment should be included in workload needs.~~

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• ~~Examples of jobs to be studied:~~

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- ~~Duties required to operate a sanitary and water district~~

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~~Utility plant operation classifications include the following positions:~~

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- ~~Treatment Plant Operator (all levels)~~
- ~~Chief Treatment/Collections System Operator~~
- ~~Sanitary Superintendent~~
- ~~Water Superintendent~~
- ~~Water Service Worker (all levels)~~
- ~~Senior Water Service Worker (all levels)~~
- ~~Other positions directly related to utility plant (water and wastewater operations) identified as necessary in the manpower study.~~

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~~Note: these positions specifically exclude all clerical, administrative and management positions of the Water Authority and Sanitary District that overlap with other City positions (based on duties performed) to prevent different salary levels within other City operations. In no event will a utility position for which there is an equivalent or similar position elsewhere in the City be considered under a separate salary study.~~

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~~The results of this salary study will be incorporated into the next City wide salary study without update provided a City wide salary study is conducted within two years of the report date of this salary study.~~

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~~City agrees to include employees and their job knowledge/experience of the Utilities in this study.~~

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~~Upon conclusion of the salary and manpower studies, the City will meet and confer with the Union regarding implementation of and position and/or salary recommendations based on both studies.~~

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**ARTICLE 13 12 – BULLETIN BOARD**

The City will furnish a reasonable portion of existing bulletin board space for notices of Teamsters. Only areas designated by the appropriate authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

- A. Scheduled Teamsters meetings, agendas and minutes.
- B. Information on Teamsters elections and the results.
- C. Information regarding Teamsters social, recreational, and related news bulletins.
- D. Reports of official business of Teamsters, including reports of committees or the Board of Directors.

**ARTICLE 14 13 – JOB POSTINGS**

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The City will send notification of Miscellaneous Unit job openings to Teamsters for posting at their Training Center.

**ARTICLE 15 14– CONTRACTING**

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In the event the City determines a service and/or program will be contracted out, City agrees that any Request for a Proposal for contracting out a service and/or program will not displace any current employee. The City will agree to meet and confer with the Teamsters Local 1932 and give notice as required by law.

**ARTICLE 16 15– TEMPORARY EMPLOYEES**

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The City shall have the right to hire temporary employees (casuals) at the appropriate classification as outlined in this MOU as determined by the Department Head. Such employees shall not be covered by this MOU and shall not be employed in excess of ~~one hundred twenty (120)~~ sixty (60)

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consecutive working days within any twelve (12) month calendar period. The City shall provide a list of all temporary employees each month with names, start date, department and assigned duties of each temporary employee. The union or the City may request a meeting to discuss the implementation of extending the length of service for a temporary employee not to exceed one hundred twenty (120) total days. The exceptions would be when the City is actively recruiting for an open position, extended workers' compensation leaves, and FMLA (Family Medical Leave Act) leaves. In no way is this language intended to fill a position with a temporary employee. If a temporary employee is employed in excess of one hundred twenty (120) consecutive working days in a calendar year, then that temporary employee will be covered by the MOU and become a

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~~regular employee.~~ The City shall not employ any temporary workers during the December holiday closure,

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**ARTICLE 17 16- EFFECTIVE DATES**

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**SECTION 1. PROVISION EFFECTIVE**

The provisions of this Agreement shall be effective commencing July 1, ~~2021~~ 2023, except as otherwise specified in this Agreement and shall remain in effect until June 30, ~~2023~~ 2027, or until superseded by another Agreement.

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**SECTION 2. SEPARABILITY**

If any section, subsection, sentence, or clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement. The City and Teamsters Local 1932 hereby declare that they would have enacted this Agreement and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, ~~2021~~ 2023

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**CITY OF COACHELLA**

**TEAMSTERS LOCAL 1932**

\_\_\_\_\_  
Dr. Gabriel Martin  
City Manager

\_\_\_\_\_  
~~Doug Martinez~~ Carlos Gonzales  
Teamsters Local 1932 Representative

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\_\_\_\_\_  
Gabriel Lopez  
Employee Representative

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~~Lourdes Marron~~ Cesar Talamantes  
Employee Representative

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Jose Nunez  
Employee Representative

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Cesar Lucrecio  
Employee Representative

DRAFT

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