



**STAFF REPORT**  
**9/8/2021**

**TO:** Honorable Mayor and City Council Members

**FROM:** Dr. Gabriel Martin, City Manager  
Nathan Statham, Finance Director  
Maritza Martinez, Public Works Director  
Sandy Krause, Human Resources Manager

**SUBJECT:** Resolution No. 2021-55 Approving the Ratification of a Two Year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Sanitary and Miscellaneous Employees Bargaining Unit

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council approve Resolution No. 2021-55 approving the ratification of a two year Memorandum of Understanding Agreement between the City of Coachella and Teamsters Local 1932, representing the Sanitary and Miscellaneous Employees bargaining unit; authorize the City Manager to execute said MOU; and authorize the City Attorney to make non-substantive changes.

**BACKGROUND:**

In October 2019, the City of Coachella and the Sanitary and Miscellaneous Employees bargaining unit entered into a Memorandum of Understanding (MOU) setting forth rates of pay, hours of work, and other specific terms and conditions of employment. The term of the MOU was for two years commencing on July 1, 2019 and ending June 30, 2021.

**DISCUSSION/ANALYSIS:**

Since May 25, 2021, the City and the Sanitary and Miscellaneous Employees unit held nine (9) meet and confer meetings to reach agreement on a successor MOU. On August 16, 2021, the City and the Sanitary and Miscellaneous Employees unit reached tentative agreement on terms and conditions for a new two year MOU ending June 30, 2023. On August 23, 2021, the Sanitary and Miscellaneous Employees unit overwhelmingly ratified the tentative agreement. A summary of the new terms are outlined below and included in the attached proposed MOU:

1. Base Salary and Class Titles (Article 4, Section 1)

Language updated to reflect new contract date. Employees will receive a 3.5% COLA effective 7/1/21 and 7/1/22. 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.

2. Premium Pay (Article 4, Section 2)

New language. New employees required to operate heavy equipment shall receive eight hours of training. Current employees that operate heavy equipment shall receive yearly refresher course. Training to consist of pre-trip and post-trip inspections, air brake test, operation of equipment, and road test. After completion and passing of training they will be certified to operate heavy equipment. All heavy equipment vehicles will be supplied with Vehicle Inspection Report books per DOT guidance.

3. Overtime Compensation (Article 5, Section 1)

Language updated. Employees will be given forty-eight hours advance notice if overtime is required.

4. Call-Out and Reporting Pay (Article 5, Section 3)

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

5. Bilingual Pay (Article 5, Section 4)

Assistant Engineer and Public Works/Landscape and Lighting Inspector positions will receive 5% of base salary instead of \$25 per pay period. Utility Clerk I/II position will be added and will receive 5% of base salary.

6. Certificate Pay (Article 5, Section 5)

New language. 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.

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

7. Longevity Pay (Article 5, Section 6)

New language. 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.

TOTAL COMPLETED SERVICE	COMPENSATION
31,200 Continuous Service Hours (15 years)	2%

\*For purposes of this section, continuous service 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.

8. Medical Benefits Reopener (Article 6, Section 2)

New language. 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.

9. Retirement (Article 6, Section 3.C.)

Obsolete language removed regarding City's contribution towards retiree medical premiums in 2019 and 2020.

10. Notification of Sickness (Article 6, Section 4.F)

Language updated to reflect existing law under SB 579.

11. Holidays (Article 6, Section 5)

June 19, Juneteenth, added to the paid holiday schedule.

12. Safety Equipment (Article 6, Section 8)

Safety shoe allowance increases from \$250.00 for one pair of shoes to \$500.00 for two pairs of shoes.

13. Changes in Compensation and Benefits (Article 8, Section 3)

Language updated to reflect unit members shall receive the equivalent increase in the event any bargaining unit or non-bargaining unit member receives any economic benefit during the term of this agreement.

14. D.R.I.V.E. (Democrat, Republican, Independent Voter Education) Voluntary Contributions (Article 9)

New language. Union to notify City of employees who sign up to contribute to Teamsters' political action committee via payroll deduction.

15. Grievances (Article 11)

Language updated to clarify existing procedures and to add impartial mediation.

16. Salary and Man Power Study for Utilities (Article 12)

New language. The City agrees to conduct a Salary Study for utility plant operation classifications within 6 months of completing a manpower study. Manpower study for utility plant operation classifications to be completed within 1 year of contract ratification. City will meet and confer with the Union regarding implementation of and position and/or salary recommendations based on both studies.

17. Effective Dates (Article 17, Section 1)

Term of Agreement will be July 1, 2021 through June 30, 2023.

18. Reopener (Article 16)

Removal of obsolete language.

Attached is a strike out version of the Memorandum of Understanding showing the additions and deletions to the Agreement.

**ALTERNATIVES:**

Do not approve the action the ratification of the Memorandum of Understanding between the City of Coachella and the Sanitary and Miscellaneous Employees bargaining unit.

**FISCAL IMPACT:**

The total fiscal impact for all funds for FY 21/22 is \$159,800; of which \$100,114 is already allocated for in the current budget. Council to appropriate \$59,686 from the applicable fund.

Attachments:

Resolution No. 2021-55

Proposed MOU