

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 521
CLERICAL TECHNICAL
AND
THE CITY OF WATSONVILLE
2010-2011**



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**MEMORANDUM OF UNDERSTANDING
BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 415
CLERICAL TECHNICAL
AND
THE CITY OF WATSONVILLE
2010-2011**

This Memorandum of Understanding 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 July 1, 2010, and shall terminate June 30, 2011.

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

1.0 RECOGNITION

- 1.1 Pursuant to the Meyers-Milias-Brown Act 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 PAST PRACTICES

3.1 The parties agree that they shall adhere to established labor relations' principles in handling past practices. Specifically, in handling past practice issues within the scope of representation:

1. Past practices superseded by revised MOU language are null and void;
2. Past practices which contradict existing MOU language or written City rules shall be null and void upon reasonable notice from the City that the language will be followed;
3. Past practices within scope which are not covered by MOU language or City rules shall remain in effect through the term of the MOU unless the City has given notice and met and conferred.

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 Payroll Deduction

The City will make available payroll deductions for Unit members for both regular Union dues and Committee On Political Education (C.O.P.E.) deductions; and remit these funds monthly to the Union by separate check. These deductions are subject to the following conditions:

- A. Deductions shall be withheld only if the employee so authorizes in writing on the form provided by the Union and approved by the City.
- B. The dues and C.O.P.E. deductions will show as separate payroll deductions on the employees check.
- C. The Union will indemnify and hold harmless the City, its employees, officials and representatives from any claims, litigation or liability arising from the implementation of this section.

4.3 Agency Shop

Employees are required to either join the Union or pay a service fee reflecting the cost of representation.

The City and Union agree:

- (1) Employees will be informed as to the provisions and practical effect of Agency Shop agreements.
- (2) The Union will indemnify and hold the City harmless from any and all liability arising out of the implementation and administration of the Agency Shop provision.
- (3) The Union shall be responsible for enforcing the provisions of this section using appropriate civil procedures. The City is not responsible for disciplining employees for violation of this section

The Union agrees to adhere to all statutory and judicial requirements, and to maintain an appropriate complaint procedure. The Union shall also establish alternative procedures for employees who are members of bona fide religion, body, or sect which has historically held conscientious objections to joining or financially support any public employee organization, to make alternative charitable contributions in accordance with Government Code Section 3502.5.

4.4 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.

4.5 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.

4.6 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.

4.7 Membership Lists

The City shall monthly provide the Union with an alphabetical list of the names and classifications of Unit members. The Union agrees to notify all Unit members of this provision and to indemnify the City against any suits arising from the implementation of this provision.

4.8 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 Personnel 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.

4.9 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.

5.0 COMPENSATION

5.1 Salary Adjustments

5.1.1 There will be no salary adjustments conferred during the term of this contract.

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 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.
- 5.3.10 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 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 Personnel 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 provide basic written translations on a regular and on-going basis, as certified by the Department Head

5.4.2 Level I 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 II:

In addition to the Level I stipend 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, within 60 days of the ratification and approval of this contract by City Council.

5.5 Retirement

5.5.1 Employee Contribution

For the term of this Agreement, the City agrees to contribute to the California Public Employees Retirement System ("CalPERS") on behalf of each employee, seven (7%) percent of the employee's compensation upon which retirement contributions are calculated (hereinafter "7%"). Said contributions shall be considered deferred compensation, not salary, and shall be credited to the employee's retirement account. Any future income tax obligations resulting from these contributions shall be the exclusive responsibility of the employee. In the event the Internal Revenue Service shall change its current position and determine that such contributions constitute salary, not deferred compensation, any resulting tax obligations shall be the exclusive responsibility of the employee and the City shall not be held responsible therefore.

For purposes of salary comparison, the employee retirement contribution paid by the City shall be considered as part of base pay.

The City shall report the seven (7%) percent retirement contribution as special compensation. Pursuant to Section 20636(c)(4) of the California Government Code, this seven (7%) percent retirement contribution shall then be considered compensation for retirement purposes.

5.5.2 Retirement Plan

The City shall retain in effect the 2% at 55 retirement plan for Unit employees. 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.

5.6 Deferred Compensation

Members of this Unit may participate in the Deferred Compensation Plan currently in effect.

5.7 Early Retirement

Should the City wish to make available early retirement to Unit employees through PERS, 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 Personnel 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 employees 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.

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:

July 1, 2010	\$833.15
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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 Should the City contributions and employee contributions/plan changes fail to fund the Self-Funded Health Plan without a deficit for fiscal year 08/09, the parties agree to re-open this section of the agreement to discuss additional City and employee contributions/plan changes and/ or a change from the current self-funded health plan. Such a re-opener shall occur upon a recommendation of the CEHC for either plan changes or additional premium contributions in fiscal year 08/09, but no later than May 30, 2008. If contribution increases are necessary for the 08/09 plan year, the City and Employees shall be shared equally, provided that increased City contributions do not exceed \$45/month per employee.

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 one time 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 PERS, 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 the bargaining unit.

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.

6.2 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. 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.

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

7.1.2 Employees currently having more than two (2) times their annual vacation accrual on the books shall have until January 1, 1993, to bring their accrual within the accrual maximum per Personnel Rule XV, Sec.4, paragraph 5. Should employees be denied requested vacation due to the needs of the City, a reasonable time (up to ninety (90) days) extension for vacation use will be granted.

7.2 Holidays

There shall be thirteen (13) 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)
Memorial Day (Last Monday in May)
July Fourth
Labor Day (First Monday in September)
Veterans Day (November 11)
Thanksgiving Day
Friday following Thanksgiving Day (in lieu of Election Day)
December 24 (in lieu of Admission Day)
Christmas Day (December 25)
December 31 (in lieu of Columbus Day)

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 the appropriate rate of pay for all hours actually worked on the holiday. In addition, the employee shall receive his/her regular holiday 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. 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) on January 1 of each year.
- 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 In case of death in immediate family an employee may be granted accrued sick leave not to exceed three (3) days. Additional time off for this purpose must be vacation, C.T.O., or unpaid leave. Bereavement leave must be approved by the Department Head.
- 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.
- 7.3.7 Immediate Family. For the purposes of administering this section, the immediate family shall include parents, brothers, sisters, spouses, domestic partners and children. 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. Rest periods not taken shall be waived. 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.

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 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 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.

8.0 BEREAVEMENT LEAVE

In case of death in the immediate family an employee may be granted accrued sick leave not to exceed three (3) days. In cases involving out-of-state funerals, an

additional two (2) days may be granted. 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.

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

9.6.1.1 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.

9.6.1.2 Library Employees:

For full-time library employees working Saturdays only, the Department shall have the option of:

1. Scheduling employees for Sunday/Monday off
2. Scheduling employees for Sunday off one week; to be followed by Friday, Saturday and Sunday off the following week.

9.6.2 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.

9.6.3 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 shall be given the time off. If the conflict involved a major 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 Personnel 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.

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 and twenty-five (\$125.00) per 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).

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.

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 five (5) 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

9.15.1 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.

9.15.2 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 fourteen (14) 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.

In cases where there are two or more permanent employees in the class from which the layoff is to be made, such employees shall be laid off on the basis of the last evaluation rating in the class, provided that such rating has been on file at least sixty (60) days and no more than fourteen (14) months prior to layoff as follows:

First, all employees having ratings of "unsatisfactory"; Second, all employees having ratings of "improvement needed"; Third, all employees having ratings of "satisfactory or above (which includes highly satisfactory and outstanding) by seniority".

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 will conduct a compensation survey on a reasonable number of benchmark positions to be completed prior to the commencement of negotiations for the successor MOU.

The City and Union agree to hold a meeting prior to the commencement of this survey to discuss the methodology to be utilized.

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.

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 RETIREMENT REOPENER

The parties agree to meet and confer in Spring 2008 to discuss amending the City's contract with CalPERS to provide the single highest year benefit. The provision of this benefit must be at no cost to the City.

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 June 30, 2011, or until a new agreement has been executed.

**SEIU, LOCAL 521
CLERICAL TECHNICAL UNIT**

Date 6-7-10

Date 6/7/10

Date 6/7/10

Date 6/7/10

Joseph Chavez
Stephan Hernandez
Joe Valle Michelle
Angelica De la Cruz

CITY OF WATSONVILLE

Date 6/14/10

Carlos J. Palacios
Carlos J. Palacios, City Manager

APPENDIX A

The City of Watsonville and the Service Employees International Union Local 521 Clerical Technical Unit reached tentative agreement on the following terms to be incorporated into the Memorandum of Understanding (MOU):

1. Term: The term of the successor memorandum is July 1, 2010 - June 30, 2011.
2. Effective the first full pay period on or after July 1, 2010 (July 10, 2010 - July 23, 2010) through the end of the full pay period that includes June 30, 2011 (June 25, 2011 – July 8, 2011), all employees, including new hires, represented by the Service Employees International Union Local 521 Clerical Technical Unit shall have their pay reduced by 10% through a reduction from a 40 hour workweek to a 36 hour workweek. The work week for employees who work less than 40 hours will be scheduled by their department to meet the 10% pay reduction. During the term of this contract, the MOU section applicable to workweek in the MOU shall be modified to include the following: “Employees will work a thirty-six (36) hour workweek consisting of four (4) days per week, nine (9) hours per day with every Friday off. If the City determines that for operational needs, in a particular department, that another day other than Friday is appropriate, management will work with the department employees to determine that day. ”
3. For the duration of this agreement, step increases due dates that would normally occur with a satisfactory and above evaluation between July 1, 2010 and June 30, 2011 are deferred for twelve months from the date the step increase is due except for employees whose base annual salary is \$40,000.00 or less as of July 1, 2010. All step increases granted consistent with this paragraph shall not be retroactive.

The City will work with the Service Employees International Union Local 521 Clerical Technical Unit to find a financially feasible way to avoid freezing step increases beyond two consecutive years.
4. The reduction in workweek shall not affect benefit accruals, medical benefits or retirement benefits unless such benefit is altered by this agreement or changes in state or federal law. When recognized holidays fall on a Friday, the closure day shall be taken on the preceding Thursday. When recognized holidays fall on a Friday and the preceding Thursday is also a holiday, the closure day will occur on Wednesday of that week, unless the department determines that for operational necessity, another workday is better. All leave and holidays except for the floating holiday will be figured on a nine (9) hour basis where leave will be taken on a prorated basis.
5. In exchange for the agreements in paragraphs 1, 2, 3, and 4 above, the parties agree to additional paid closure days (at 9 hours per day) as follows:
 - a. Two days between November 22 and 24, dependent upon the closure date referenced in paragraph 2 above.

- b. Two days between December 20 and 22, dependent upon closure date referenced in paragraph 2 above.
 - c. Two days between December 27 and 29, dependent upon closure date referenced in paragraph 2 above.
 - d. However, essential employees who are required to work some or all of these closure dates will be entitled to an equivalent number of closure leave bank hours to be taken prior to December 31, 2011 or forfeited. These leave bank hours have no other cash or leave value.
- 6. The City and the Service Employees International Union Local 521 Clerical Technical Unit agree to meet on or about March 1, 2011 to discuss the Mid-Year Financial Report. The parties desire to have a better understanding of budget projections for Fiscal Year 2011-2012.
 - 7. In the event that another bargaining unit in the miscellaneous groups negotiates a more favorable agreement, then the Service Employees International Union Local 521 Clerical Technical Unit shall receive the same terms.
 - 8. The language of any section of the MOU not modified by this tentative agreement shall remain in effect for the duration of the term of the successor agreement.
 - 9. The provisions of this agreement except for the provisions regarding the 12 month delay of step increases that fall outside the term of this contract in paragraph 3 and the ability to use closure leave bank by December 31, 2011 shall become inoperative at 11:59 p.m. on the last day of the full pay period that includes June 30, 2011 (June 25, 2011 – July 8, 2011).

APPENDIX B

CLERICAL/TECHNICAL

2010 SEIU, LOCAL 521 CLASSIFICATIONS

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

RESOLUTION NO. 102-10 (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE RATIFYING A MEMORANDUM OF UNDERSTANDING BETWEEN THE MUNICIPAL EMPLOYEE RELATIONS OFFICER OF THE CITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 521, CLERICAL TECHNICAL UNIT FOR FISCAL YEAR 2010-2011

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

WHEREAS, the 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:

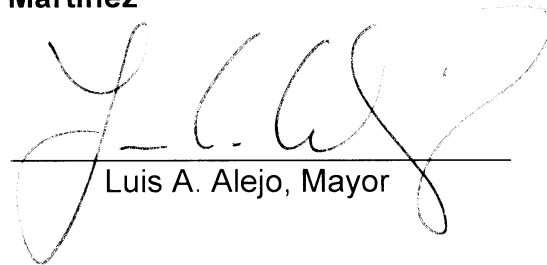
That the Memorandum of Understanding between the Municipal Employee Relations Officer and the Service Employees International Union, Local 521, Clerical Technical Unit, attached hereto marked Exhibit "A," and incorporated herein by this reference, is hereby ratified for the fiscal year July 1, 2010 to June 30, 2011; or until a new agreement has been executed.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Watsonville, held on the 10th day of June, 2010, by Member Rivas, who moved its adoption, which motion being duly seconded by Member Petersen, was upon roll call carried and the resolution adopted by the following vote:

AYES: COUNCIL MEMBERS: **Bersamin, Bilicich, Caput, Petersen, Rivas, Alejo**

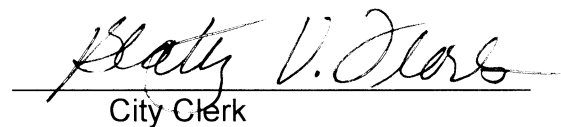
NOES: COUNCIL MEMBERS: **None**

ABSENT: COUNCIL MEMBERS: **Martinez**



Luis A. Alejo, Mayor

ATTEST:



Gladys V. Flores
City Clerk

APPROVED AS TO FORM:



City Attorney