

RESOLUTION NO. 200-21 (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE RATIFYING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WATSONVILLE AND THE MID-MANAGEMENT UNIT FOR FISCAL YEARS 2021-2023

WHEREAS, the delegate of the City of Watsonville Municipal Employee Relations Officer and representatives of the Mid-Management 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

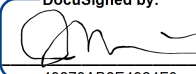
WHEREAS, the Council of the City of Watsonville after reviewing said Memorandum of Understanding hereby determines to ratify the Memorandum of Understanding.

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


That the Memorandum of Understanding between the City of Watsonville and the Mid-Management Unit, a copy of which is attached hereto marked Exhibit "A," and incorporated herein by this reference, is hereby ratified and appropriated for the fiscal year July 1, 2021, to June 30, 2022; and July 1, 2022 to June 30, 2023 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 6th day of July, 2021, by Member Montesino, who moved its adoption, which motion being duly seconded by Member Hurst, was upon roll call carried and the resolution adopted by the following vote:

AYES:	COUNCIL MEMBERS:	Estrada, García, González, Hurst, Montesino, Parker, Dutra
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

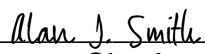
DocuSigned by:

 49273AB2E4824F0
 Jimmy Dutra, Mayor

ATTEST:

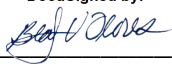
DS
 DocuSigned by:

 26A00ECA30A14E3...
 City Clerk
 7/8/2021 | 5:53 PM PDT

Date

APPROVED AS TO FORM:

DocuSigned by:

 0B41521C119B4A11
 City Attorney

I, Beatriz Vázquez Flores, City Clerk of the City of Watsonville, do hereby certify that the foregoing Resolution No. 200-21 (CM) was duly and regularly passed and adopted by the Watsonville City Council at a meeting thereof held on the 6th day of July, 2021, and that the foregoing is a full, true and correct copy of said Resolution.

DocuSigned by:

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 Beatriz Vázquez Flores, City Clerk

Date 7/8/2021 | 5:53 PM PDT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MID-MANAGEMENT UNIT
AND
THE CITY OF WATSONVILLE
2021 - 2023**



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**MEMORANDUM OF UNDERSTANDING
BETWEEN
MID-MANAGEMENT UNIT
AND
THE CITY OF WATSONVILLE
2021 - 2023**

This Memorandum of Understanding sets forth the agreement between the representatives of the Mid-Management Unit and the representatives of the City of Watsonville on all matters contained herein for employees of the City of Watsonville in the Mid-Management 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 Mid-Management Unit.

This Agreement shall become effective July 1, 2021, and shall terminate June 30, 2023.

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

1.0 COMPENSATION

1.0 Salary Adjustments

Year one: Effective the first full pay period after ratification and approval by City Council, a new top step (6) shall be created. All employees who have been at step 6 for 12 months as of the date of ratification by the Unit shall be placed in the new top step effective the first full pay period after ratification and approval by the City Council. Those not at top step for 12 months will be placed in one step below current step and shall progress to subsequent steps on applicable anniversary dates. No retroactive increases.

One Time Pandemic Relief

On the first full pay period after City Council approval and unit ratification, Mid-Management members not at top step for 12 months upon ratification of the contract shall receive a \$1,500 one-time payment in recognition of the unique workplace challenges brought upon by the pandemic. Mid-Management members who have been at top step for 12 months or more upon ratification of the contract shall receive a \$500 one-time payment. For employees hired after April 1, 2020 this one-time payment will be prorated by months of service.

Year two: No increase

1.2 Certification Pay

Any incumbent in the below classifications who obtains a certification in a grade above that required for the incumbent's certification level will receive \$50/month per additional certification level up to a maximum of \$100/month. For purposes of these higher than

required certification levels discussed in this paragraph, the following job classifications are eligible to receive this additional certification pay:

Wastewater Operations Supervisor
Water Services Manager
Laboratory Manager
Source Control Manager
Water Services Crew Leader
Water Services Supervisor
Water Operations Supervisor
Integrated Waste Supervisor
Collection Systems Manager
Processing Center Coordinator
Supervising Equipment Mechanic
Park Maintenance Supervisor
Senior Integrated Waste Worker
GIS (GIS) Coordinator
Utilities Maintenance Supervisor
IT Analyst I
IT Analyst II
Senior IT Specialist

The City Manager and Department Head shall have the discretion to designate additional classifications eligible to receive certification pay and to designate the type of eligible certification. Certification pay shall be effective on the first full pay period after proof of the certification is received by Human Resources.

1.3 Administrative Leave

- 1.3.1 Current employees shall receive Administrative Leave of eleven (11) days per year beginning July 1st. Unused Administrative Leave as of June 30 shall be paid off at the regular rate of pay the succeeding month
- 1.3.2 Employer shall pro-rate Administrative Leave up to a maximum of 7.33 hours per month for new hires and for every month during the fiscal year for which an employee was employed before termination of City service.
- 1.3.3 All employees hired after November 27, 2001, shall receive administrative leave. Any employees hired prior to the ratification of this Agreement who chooses not to receive above Administrative Leave may earn overtime. All overtime shall be paid at one and one-half (1-1/2) the regular rate of pay over the forty (40) hour workweek. This option may be chosen annually; however, once an employee elects to participate in Administrative Leave, they may not return to the Overtime Option.

- 1.3.4 Notwithstanding that employees are exempt from the FLSA, upon issuance of a Proclamation of a local emergency by the City Council or the Director of Emergency Services pursuant to Chapter 2 of Title 4 of the Municipal Code, Unit employees are eligible for overtime compensation. Such overtime shall cease when the City Manager determines that the disaster response has ended.
- 1.3.5 For purposes of overtime, CTO, vacation, and sick leave accrual, holidays shall be considered as time worked. Employees who work on a holiday shall be entitled to overtime compensation for hours worked provided that all other rules relating to overtime accrual are satisfied.

1.4 Compensatory Time Off (CTO)

- 1.4.1 Employees choosing the overtime option may accrue up to a maximum of forty (40) hours CTO in lieu of overtime pay. There is no annual cap at any one time of earned CTO.
- 1.4.2 CTO shall accrue at the regular overtime rate of one and one-half (1-1/2) hours of CTO for each hour of overtime worked.

1.5 On Call/Call Back Pay

1.5.1 Weekly On-Call:

Covered employees who are required to be on call shall be compensated at the rate of Two Hundred Eighty (\$280) Dollars per week in addition to their regular pay. Covered employees who are called back to work shall receive a minimum of three (3) hours overtime compensation except when such recall is an extension of their regular work day, either before or after the assigned work period.

1.5.2 Daily On-Call:

Employees shall receive \$30/day for daily on-call which shall be assigned when it is anticipated that special circumstances may occur that would require work during periods other than the normal work hours. Such special circumstances include forecasts of heavy rains and/or flooding, earthquake and other natural disasters, and special events. Notice regarding the need for on-call status would be given to employees as soon as such need is known but no later than 8 hours prior to the start of the on-call status period. On-Call will first be assigned to volunteers in the classification deemed necessary for the on-call work. If there are insufficient volunteers, daily on-call will be assigned in inverse order of seniority.

1.5.3 Entitlement to on-Call Pay:

Employees who are assigned to be on weekly or daily on-call shall be entitled to on call and recall pay regardless of whether they receive administrative leave or overtime under section 1.3 above.

1.5.4 Call Back and Re-Call Pay. “Those supervisors\managers who are not designated to be on call, but who are called back to work for an emergency that poses an immediate threat to health, life, property or environment or in response to critical staffing needs\levels outside of normal working hours at the direction of the Department Head or City Manager (or approved within 72 hours) are entitled to a minimum of three (3) hours overtime pay up to the amount of the time worked. Written confirmation of the emergency and time worked must be forwarded to Payroll and Human Resources within two weeks of occurrence.”

1.6 Bilingual Pay

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

In order to receive Level I Written and/or Conversational Bilingual Premium Pay employees proficient in the Spanish language must meet the following criteria:

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

1.6.2 Level I Written and Conversational Premium Pay:

- (a) For employees hired after November 1, 2006 the City shall pay a stipend of \$250/month, pro-rated for part time employees.
- (b) Employees eligible for Level I Written and Conversational Premium Pay before November 1, 2006 shall receive premium pay equal to five percent (5%) of his/her base salary as of November 1, 2006, with the premium rounded to the nearest dollar, and exclusive of any retroactive wage increases provided under this agreement. A list of each employee’s premium pay under this section will be provided to the Mid Management Unit. Employees who receive the five percent premium, above, may irrevocably opt into the \$250/month stipend specified in (a) above.

1.6.3 Level I Conversational Only Premium Pay:

- (a) For employees who become eligible and receive Level I Bilingual Conversational Premium Pay on or after July 1, 2013 the City shall pay a stipend of \$75/month, pro-rated for part-time, regular employees.

- (b) Employees currently receiving Level I Written and Conversational Bilingual Premium Pay pursuant to Section 1.6.2 shall continue to receive the premium pay.

1.6.4 Level II Bilingual Translator Premium Pay:

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

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

1.7 Retirement

1.7.1 Retirement Plan:

The City shall provide the California Public Employees' Retirement System ("CalPERS") 2% at 55 retirement plan for employees hired before July 1, 2011. The City shall continue in effect all the current options including CalPERS Section 20862.8 - Credit for Unused Sick Leave.

1.7.2 Two Tier Retirement Plan:

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

1.7.3 PEPRA Tier Retirement Plan:

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

- (a) 2% at 62 formula
- (b) Final compensation based the average of the highest wages earned in any consecutive 3-year period

1.7.4 Retirement Contribution:

Effective the first full pay period on or after July 1, 2013, each employee agrees to contribute the full seven percent (7%) of the employee share of retirement costs.

1.7.5 Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), employees hired on or after January 1, 2013 shall pay up to 50% of normal cost of pension or what is determined by CalPERS to be the employee contribution rate.

1.7.6 Retirement Tax Deferment:

The City shall maintain the IRS Sec. 414(h)(2) provision allowing employees to make employee retirement contributions with pretax (tax deferred) dollars.

1.8 Deferred Compensation

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

Employees must contribute to deferred compensation plan in order to receive the following matching City contributions.

The City will match contributions of up to \$50 per pay check to the deferred compensation plan offered by the City effective the first pay period in October of 2019.

Effective in the first full pay period after July 1, 2022, the City will match up to \$100 per pay check for those with at least 10 years of service with the City of Watsonville as a full time employee and match up to \$150 per pay check for those with at least 20 years of service with the City of Watsonville. These amounts are not cumulative.

2.0 INSURANCE

2.1 Health Insurance

2.1.1 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, 2021	\$1,189.78
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- 2.1.2 If plan contribution increases are necessary for the 2019 and 2020 plan years, the City and Employees contribution shall be shared equally, provided that increased City and Employee contributions do not exceed \$45/month per employee. Increases above \$45/month cap are subject to meet and confer process

Should insurance plan changes result in City costs below current costs, the intent of the parties is that the savings shall benefit both the bargaining unit and City equally.

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

- 2.1.4 Implementation of changes in medical insurance will be subject to the meet and confer process between the City and the Unit.

- 2.1.5 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.

- 2.1.6 For any member of the Unit who expires all leave due to illness or injury, which is not a Workers' Compensation claim, the City shall maintain the health insurance coverage and pay the premium on behalf of the member for an additional thirty (30) days.

- 2.1.7 The City agrees to work with the City Health Committee to continue evaluating alternative and/or tiered health options prior to annual health plan renewal.

2.2 Excess Disability Insurance

- 2.2.1 In the event of job-related injury or illness, the employee will receive the maximum weekly Workers' Compensation benefit as determined by State Law.

- 2.2.2 In addition to this amount, the employee may receive an appropriate amount of accrued sick leave pay to provide for the difference between the established Workers' Compensation amount and the employee's regular gross pay.
- 2.2.3 The employee may also receive Fifty (\$50.00) Dollars per week extra disability coverage in lieu of accrued sick leave pay.
- 2.2.4 In no event shall the combination of Workers' Compensation benefits exceed the regular gross pay of the affected employee.
- 2.2.5 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 2.2.3 above is to be implemented.
- 2.2.6 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.
- 2.2.7 The Fifty (\$50.00) Dollar per week excess coverage shall not apply until the seventh (7th) calendar day following the injury or illness event.

2.3 Long Term Disability Insurance

The City shall maintain in effect the existing long term disability insurance program for Unit employees at City expense.

2.4 Life Insurance

The City shall provide a Fifty Thousand (\$50,000) Dollars per employee life insurance policy upon ratification for the term of this Agreement and Two Thousand (\$2,000) Dollars per dependents.

3.0 LEAVES

3.1 Vacation Leave

3.1.1 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

The maximum vacation accruals shall be two (2) times the annual vacation accrual amount.

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

3.2 Holidays

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

January 1 (New Year's Day)
Martin Luther King's Birthday (Third Monday in January)
Lincoln's Birthday (Floating holiday)
Washington's Birthday (Third Monday in February)
Cesar Chavez Day (March 31)
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

Recognized holidays which fall on Saturday shall be observed on the preceding 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.

Only employees in the Integrated Waste Supervisor and Senior Integrated Waste Worker classifications shall be compensated one and one half (1 ½) times the employee's hourly rate of pay for each hour worked on a holiday. In addition, the employee shall receive his/her regular rate of pay. This is in recognition that it is the expectation that this position will have to work the majority of City observed holidays. Holiday pay will only be granted when the employee is directed to work on the holiday by the Department Head.

3.3 Sick Leave

3.3.1 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.

3.3.2 The maximum accumulation of unused sick leave is 125 days (1,000 hours). Sick leave accumulated in any calendar year in excess of 125 days (1,000 hours) shall be paid at the rate of fifty (50%) percent of such excess on the first payroll in December. The balance of such unused sick leave is lost and the sick leave accrual is reduced to 125 days (1,000 hours).

3.3.3

In the event of an illness in the immediate family, an employee shall be granted accrued sick leave not to exceed one half of the employee's annually accrued sick leave. For the purposes of this section, immediate family shall include: a child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling.

Where unusually close ties exist, the department may determine other relationships to be included in the definition on a case-by-case basis.

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

3.4 Family Care And Medical Leave Act

3.4.1 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. In connection with the adoption or foster care of a child;
- c. Leave to care for a child, parent or spouse who has a serious health condition; or
- d. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

- e. A qualifying exigency arising out of the fact that an employee's spouse, domestic partner, child or parent is on active military duty or have been notified of an impending order to active duty.

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

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

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

3.4.2 An employee is eligible for leave if the employee:

- a. Has been employed for at least 12 months; and,
- b. 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.

3.4.3 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.

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

4.0 MANAGEMENT RIGHTS

All City rights, under state law and charter, and all City rights which existed prior to the recognition of the Mid-Management 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;
- establish and enforce dress and grooming standards;
- determine the methods and means 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;
- 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;
- to 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;

- establish and modify productivity and performance programs and standards;
- discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- 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; and
- exercise complete control and discretion over its organization and the technology of performing its work.
- The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the recognized grievance procedure.

While Management may not be required to bargain on these matters, it is required to bargain on the effects of these actions if they have an impact on wages, hours, or other terms and conditions of employment.

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

5.0 PEACEFUL PERFORMANCE

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

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

6.0 MISCELLANEOUS

6.1 Boot Allowance

Field employees required to wear work boots shall be allowed an annual reimbursement of One Hundred Seventy-Five (\$175) Dollars per fiscal year towards the purchase of approved safety boots/shoes. Payment shall be made once annually. 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).

Solid Waste employees shall also be eligible to be reimbursed up to \$40 one time annually per fiscal year for the resoling of approved safety boots/shoes. All employees other than Solid Waste employees shall be eligible to be reimbursed up to \$30 per fiscal year for one (1) resoling of their approved safety boots/shoes.

6.2 Tool Allowance

The City shall provide Vehicle Mechanics with a One Thousand Dollars (\$1,000.00) per fiscal year tool allowance. Should the City provide Mechanics with City purchased tools, the tool allowance shall cease.

6.3 Tool Insurance

The City shall continue to provide tool insurance for Unit personnel employed at the Municipal Service Center for the term of this Agreement.

6.4 Mileage

The City shall maintain in effect the IRS rate for mileage reimbursement.

6.5 Certification

City to pay all fees, licenses for certification and training mandated as a requirement by any governmental agency other than professional licenses.

6.6 Pesticide Certificate Pay

Individuals required to and possessing a Pesticide Advisor Certification shall receive payment of Two Hundred and Fifty (\$250) Dollars per year. Such payment shall be made prior to June 30th of each year. Payment is made for the prior years certification and will be prorated for individuals obtaining or possessing the certification for a portion of the previous year.

6.7 IRS-125 Program

The City shall maintain in effect the IRS-125 program including, at least, the dependent-care and non-reimbursed medical account provisions.

6.8 Immunizations

The Equipment Mechanic and Vehicle Maintenance Supervisor may receive City paid immunizations for blood-borne pathogens annually.

6.9 Uniform Allowance

The Uniform Allowance for the Property and Evidence Supervisor shall be \$475 per year if the department requires the wearing of a uniform.

7.0 DEFINITION OF MID-MANAGEMENT

The Definition of Mid-Management is as follows:

- 7.1** An employee having authority to transfer, suspend, lay-off, recall, promote, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively recommend such actions, or any employee who exercises substantial control of part or all of the City budget, if in connection with any of the foregoing the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.
- 7.2** Any employee within a classification outside the definition of Mid-Management as determined by the Employee Relations Officer shall be placed into the Clerical and Technical Unit for bargaining purposes.

8.0 OTHER PROVISIONS

- 8.1** The City acknowledges that there may be benefits both to the City and to the employees in alternative\flexible schedules. Employees may request that their Department Heads consider alternative scheduling of their work.
- 8.2** The City will continue to strive to maintain a minimum of a 10% differential between top steps of a supervisory position and the highest classification that is directly supervised.

9.0 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, 2023, or until a new agreement has been executed.

Date: 6/29/21

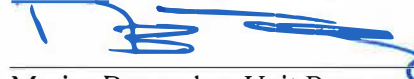
MID-MANAGEMENT UNIT



Alex Gonzalez, Unit Representative



Michael Holland, Unit Representative



Marisa Bermudez, Unit Representative



Mary Stepovich, Unit Representative

Date: 7/7/2021 | 5:05 PM PDT

CITY OF WATSONVILLE

DocuSigned by:



Matthew D. Huffaker, City Manager

Date: 7/7/2021 | 4:49 PM PDT

DocuSigned by:


Alan J. Smith, City Attorney

Date: 7/8/2021 | 10:20 AM PDT

DocuSigned by:


City Clerk