

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LiUNA MID-MANAGEMENT UNIT  
AND  
THE CITY OF WATSONVILLE  
2025 - 2028**



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MID-MANAGEMENT UNIT  
AND  
THE CITY OF WATSONVILLE  
2025 - 2028**

Pursuant to the Meyers-Milias-Brown Act (“MMBA”) and the City's personnel rules and regulations, the Watsonville Mid-Management Unit, affiliated with Laborer’s International Union of North America (“LiUNA”), Local 792 (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 Mid-Managers Unit. Classifications in the bargaining unit are listed in Appendix A.

This Memorandum of Understanding sets forth the agreement between the representatives of the Union 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 upon approval from City Council, and shall terminate June 30, 2028.

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 UNION SECURITY**

### **1.1 Memorandum of Understanding—Distribution**

The City will distribute to all Unit members a electronic copy /link 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 LiUNA 792 is the recognized employee organization. The City will provide that person with a link to the electronic copy of the current Memorandum of Understanding.

### **1.2 Union Deductions**

The City will deduct dues from an employee’s salary or wages in reliance on certification from the Union that it is has and will maintain an authorization, signed by the individual from whose salary or wages the deduction is to be made.

The City shall cancel or change dues deductions in reliance on information provided by the Union as to whether deductions were properly canceled or changed. The Union shall provide the City with a copy of an employee’s signed authorization if a dispute arises

about the existence or terms of the authorization. Employee requests to revoke or change the terms of an existing authorization shall be directed to the Union.

In the event there is a change to controlling law or regulations, the City and the Union agree to meet and confer over any impacts subject to bargaining in accordance with the Meyers-Milias Brown Act.

The Union will set the amount of membership dues and other lawful deductions and notify the City of these amounts in writing. To the extent required by the Government Code, or otherwise required by law, the City will rely on the information provided by the Union in processing dues deductions for Union members. The City will deduct Union dues in a specified amount based on the information provided by the Union. The Union must provide information on dues deduction authorizations and cancellations/changes on a timely basis, in accordance with state law. The City will process any Union request regarding dues deductions, cancellations, or alterations in the next full pay period following notification.

If an employee submits a payroll deduction authorization change to the City which has not been processed by the Union, the City will direct the employee to the Union promptly. The City will continue to deduct dues in reliance on the information provided by the Union, until the Union notifies the City of a deduction change authorization.

The Union will maintain records of employee authorizations for dues deductions. The Union will also provide the city with the list of Union employees who have affirmatively consented to or authorized dues deductions. The City will not request the Union to provide a copy of any member's authorization unless a dispute arises about the existence or terms of the authorization.

Payroll authorization may, at the election of the Union, be for a specific term. The responsibility to enforce this provision lies solely with the Union.

When a member is in a non-pay status for an entire pay period, the City will not deduct any dues to cover that pay period from any future earnings nor will the member deposit with the City the amount that would have been withheld if the member had been in a pay status during that period. When an employee is in a non-pay status during only a part of the pay period and the employee's wages are not sufficient to cover the full dues amount, the City will not deduct any dues to cover that pay-period.

The Union agrees to indemnify, defend, and hold harmless the City, including its officers, representatives, and agents, against all liability arising from any claims, demands, or other action relating to the City's compliance with this Article. This agreement to defend and indemnify includes liability arising from or related to the active or passive negligent acts or omissions of the City, its officers, representatives, and agents, which may be in combination with the active or passive negligent acts or omissions of the Union, its employees, agents, or officers, or any third party. In addition, the Union will refund to the City any amounts paid to it in error after the City provides the Union with supporting evidence of the error.

### **1.3 Union Notification**

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

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

### **1.4 Bulletin Boards**

Upon request, 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.

### **1.5 Time Off for Union Officials**

During the term of this agreement, a reasonable number (not to exceed five) 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.

### **1.6 Bargaining Unit Employee Information**

A comprehensive list of all employees covered by this MOU will be submitted by the City to the Union ~~each month~~ every 120 Days with the following information: Full Name, Employee Number, Job Classification, Bargaining Unit, Department, Work Location (department name and location of employee), Work Phone, Work Email (if available), Personal Email Address, Home Address, Mailing Address, Home Phone, Cellular Phone, Date of Hire and Employment Status (to include date of separation, retirement, etc.). This list should be sent in an electronic format that both the Union and the City agree upon.

### **1.7 Union Stewards**

The Union shall be authorized to designate five (5) employees within the unit as stewards and must furnish a list of these stewards to the Human Resources Department on an annual basis. Stewards shall be allowed a reasonable amount of paid release time for the purpose of representing a unit employee within the steward's area of representation in the filing or processing of grievances or disciplinary appeals as long as there is no interruption of work in the employee's division. Stewards must first obtain permission through

appropriate management channels before leaving their work or work location for such purposes. There shall be no discrimination, intimidation or coercion of any steward exercising his/her rights under the grievance procedure. Union Stewards are responsible for the full and timely completion of their workload.

Under this section, Stewards are considered Union Representatives except for official notification purposes which must include the paid Union representatives. Time spent in the meet and confer process is not considered to be steward work for the purposes of this section.

### **1.8 Visits By Authorized Union Representatives**

With prior notice to the appropriate Manager, authorized Union representatives shall have access to City employees during off duty time in the non-work hours of City facilities for the purpose of conducting Union business. With prior notice to the appropriate Manager, paid staff of the Union shall be allowed reasonable access to employees during the work period and at the work location to investigate and/or represent employees within the Unit in a grievance or appeal matters. With prior notice to the appropriate Manager, brief, incidental contacts to distribute notices/information, etc., may be allowed during work time only if there is no disruption of work.

### **1.9 Union Orientation**

The City shall allow union representative(s) and/or Union Steward(s) release time to provide a union orientation up to thirty (30) minutes to represented employees. The City will permit each employee scheduled work time to attend the thirty-minute union orientation, if provided after hire date.

As soon as practicable, the City shall notify the Union of any new employee hired or promoted into the Mid-Management unit. The notification shall include the employee's contact information and date of hire. The Union shall be permitted to reach out directly to the employee to coordinate the thirty-minute orientation time at a mutually agreeable time.

## **2.0 COMPENSATION**

### **2.1 Salary Adjustments**

Effective the first full pay period after July 1, 2025, and ratification by the union and City Council approval, each step in the salary range for all employees shall be increased by a 3% cost of living increase.

Effective the first full pay period after July 1, 2026, each step in the salary range for all employees shall be increased by a 3% (three percent) cost of living increase.

Effective the first full pay period after July 1, 2027, each step in the salary range for all employees shall be increased by a 3% (three percent) cost of living increase.

## 2.2 Equity and Compaction Adjustments

Effective the first full pay period after July 1, 2025, and Union ratification and Council Adoption, the following classifications will receive the following equity/compaction adjustments:

- Associate Civil Engineer: 5.6%
- Associate Planner: .5%
- GIS Coordinator: .1%
- Librarian: 6.9%
- Property & Evidence Supervisor: 2.6%
- Records Supervisor: 2.60%
- Revenue Collections Supervisor: 1.6%
- Senior Code Enforcement Officer: 6.1%
- Senior IT Specialist: 3.2%
- Senior Librarian: 6.5%

Effective the first full pay period after July 1, 2025 and Union ratification and Council Adoption, the following classifications will see an increase to their respective top step (the lower steps will be adjusted with a 5% delta). This may result in adjustment of step placement for affected employees, provided the employee receives a minimum of 5% salary adjustment:

- Circulation Manager: 11.3%
- Facilities and Maintenance Supervisor: 10.7%
- Senior Civil Engineer: 7.6%
- Senior Construction Inspector: 17%

## 2.3 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.

## **2.4 Administrative Leave**

- 2.4.1 FLSA exempt employees shall receive Administrative Leave of (96 hours 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
- 2.4.2 Employer shall pro-rate Administrative Leave up to a maximum of 7.86 hours per month for new hires (FLSA Exempt) and for every month during the fiscal year for which an employee was employed before termination of City service.
- 2.4.3 All s FLSA Exempt employees hired after November 27, 2001, shall receive administrative leave. Any FLSA exempt 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.
- 2.4.4 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.
- 2.4.5 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.

## **2.5 Compensatory Time Off (CTO)**

- 2.5.1 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.

2.5.2 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.

## **2.6 On Call/Call Back Pay**

### **2.6.1 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.

### **2.6.2 Daily On-Call:**

Employees shall receive \$40/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.

### **2.6.3 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.

### **2.6.4 Call Back and Re-Call Pay.**

“Those supervisors\managers who are not designated to be on call or scheduled to work, 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 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. Only Department Heads or the City Manager or designee shall have the authority to require employees to report to work when not formally designated to be on call to address an immediate and unexpected threat to health, life, property, environment or in response to a critical staffing need. In cases where the City Manager or Department Head requires an employee who is not on call to report to work when not on-duty, employees shall be entitled to a minimum of three (3) hours overtime pay.

## **2.7 Bilingual Pay**

#### 2.7.1 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

#### 2.7.2 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.

#### 2.7.3 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.

#### 2.7.4 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.

## **2.8 Retirement**

### **2.8.1 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.

### **2.8.2 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.

### **2.8.3 PEPRA Tier Retirement Plan:**

### **2.8.4 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

### **2.8.5 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.

### **2.8.6 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.**

### **2.8.7 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.

## **2.9 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.

## **2.10 Longevity Pay**

Any employee with at least 10 years as a regular, benefitted Watsonville employee shall receive a one percent (1%) Longevity Pay Premium.

Any employee with at least 15 years as a regular, benefitted Watsonville employee shall receive an additional one-half percent (.5%) Longevity Pay Premium.

Longevity pay will become effective the first full pay period after ratification of the MOU by both the Union and City.

## **3.0 INSURANCE**

### **3.1 Health Insurance**

3.1.1 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, 2025	\$1,437.50
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3.1.2 If plan contribution increases are necessary for the 2026, 2027, and 2028 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.

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

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

3.1.5 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.

3.1.6 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.

3.1.7 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.

### **3.2 Excess Disability Insurance**

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

3.2.2 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.

3.2.3 The employee may also receive Fifty (\$50.00) Dollars per week extra disability coverage in lieu of accrued sick leave pay.

3.2.4 In no event shall the combination of Workers' Compensation benefits exceed the regular gross pay of the affected employee.

3.2.5 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.

3.2.6 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.

3.2.7 The Fifty (\$50.00) Dollar per week excess coverage shall not apply until the seventh (7th) calendar day following the injury or illness event.

### **3.3 Long Term Disability Insurance**

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

### **3.4 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.

## **4.0 LEAVES**

### **4.1 Vacation Leave**

4.1.1 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	-	22days 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.

### **4.2 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.

### **4.3 Sick Leave**

- 4.3.1 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.
- 4.3.2 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).
- 4.3.3 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.

- 4.3.4 Employees shall cease accruing sick leave after eighty (80) consecutive hours on paid sick leave.
- 4.3.5 Employees may use up to twenty-four (24) hours per calendar year of their accrued sick leave for the purposes of personal business which shall be subject to the same rules as vacation.

#### **4.4 Family Care And Medical Leave Act**

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

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

4.4.2 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.

4.4.3 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.

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

#### **4.5 Bereavement Leave**

All Employees are permitted 5 days of Unpaid Bereavement Leave upon the death of any family member listed in Section 12945.2 of the Government Code. In case of death in the immediate family an employee shall be granted three (3) days of paid bereavement leave per occurrence within California. In cases involving out-of-state funerals or distances of more than 200 miles, an additional two (2) days of paid bereavement leave shall be granted. The Paid Bereavement leave runs concurrent with the 5 Day Bereavement Leave. However, the leave days need not be consecutive. For Bereavement Leave in excess of 3 days, or the additional two for out-of-state, all employees may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. Proof of death (death certificate, obituary, funeral program, etc.) or proof of miscarriage/stillbirth (a note from a healthcare provider) must be submitted within 30 calendar days of when the employee returns to work. Additional time off for this purpose must be vacation, C.T.O., or unpaid leave. Bereavement leave must be approved by the Department Head."

## **5.0 MANAGEMENT RIGHTS**

5.1 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.

## **5.2 Labor Management Committee**

The City and the Union will establish a joint committee for the purpose of discussing common problems including safety problems, contract interpretation and administration, application and administration any Grievance. The Labor-Management Committee shall meet at regular intervals when either side has an agenda to present. Generally, these meetings will be held on a quarterly basis at a mutually satisfactory time for a duration of approximately two hours. Each side will appoint three (3) attending members. Additional members may attend based on the issue being discussed and with the approval of the Human Resources Director. Meetings will be held during normal business hours.

# **6.0 PEACEFUL PERFORMANCE & LAYOFF PROCEDURES**

## **6.1 NO STRIKE**

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.

## **6.2 LAYOFF PROCEDURES**

### **6.2.1 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.

### **6.2.2 Notification**

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

### **6.2.3 Vacancy and Demotion**

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

### **6.2.4 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, seniority includes all periods of full-time service at or above the classification level the employee is “bumping” to.

### **6.2.5 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.

### **6.2.6 Employment Status**

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

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

#### 6.2.7 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.

#### 6.2.8 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.

## 7.0 MISCELLANEOUS

### 7.1 Boot Allowance

Field employees required to wear work boots shall be allowed an annual reimbursement of two hundred and fifty (\$250) 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.

### 7.2 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.

### 7.3 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.

### 7.4 Mileage

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

## **7.5 Education and Certification**

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

The City agrees to provide reimbursement of tuition not to exceed \$2,000 per year in accordance with City Administrative Rule and Regulation 3.1.1.

## **7.6 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 30<sup>th</sup> 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.

## **7.7 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.

## **7.8 Immunizations**

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

## **7.9 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.

## **7.10 Performance Evaluation**

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

## **7.11 Work Out of Class**

Administrative Rule and Regulation 2.4.2 shall apply to Mid-Management unit members, making them eligible to receive out of class pay under the policy.

# **8.0 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.

## **9.0 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 and/or lead.
- 8.3 City agrees to meet-and-confer as required by the MMBA on any decisions regarding contracting out any bargaining unit work.

## **10.0 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, 2028, or until a new agreement has been executed.

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

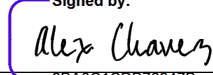


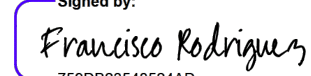
Date: 7/2/2025 | 9:14 AM PDT

MID-MANAGEMENT UNIT

Signed by:  
  
Ryan Heron, LiUNA 792

Mary Stepovich, Unit Representative

Signed by:  
  
Alex Chavez, Unit Representative

Signed by:  
  
Francisco Rodriguez, Unit Representative

Date:

CITY OF WATSONVILLE

Tamara Vides, City Manager

Date

City Attorney

Date

City Clerk