



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF COACHELLA
AND
TEAMSTERS LOCAL 1932
CONFIDENTIAL MID-MANAGEMENT EMPLOYEES**

JULY 1, 2017 TO JUNE 30, 2019

TEAMSTERS LOCAL 1932
CONFIDENTIAL MID-MANAGEMENT EMPLOYEES
TABLE OF CONTENTS

	PAGE
ARTICLE 1 – PREAMBLE.....	3
SECTION 1. INTENT	3
SECTION 2. RECOGNITION OF UNION	3
ARTICLE 2 – MANAGEMENT RIGHTS	4
ARTICLE 3 – SALARIES	5
SECTION 1. BASE SALARY AND CLASS TITLES	5
SECTION 2. SALARY ADVANCEMENTS WITHIN BASE PAY RANGE.....	5
SECTION 3. STEP ADVANCEMENT	5
SECTION 4. PROMOTION.....	6
SECTION 5. RECLASSIFICATION.....	6
SECTION 6. DEMOTION	7
SECTION 7. METHODS OF COMPENSATION.....	7
SECTION 8. PROBATIONARY PERIOD.....	7
ARTICLE 4 – MISCELLANEOUS PROVISIONS	8
SECTION 1. ADMINISTRATIVE LEAVE	8
SECTION 2. CITY VEHICLE	8
SECTION 3. PERSONNEL RULES.....	9
SECTION 4. WORK SCHEDULE	9
ARTICLE 5 – EMPLOYEE BENEFITS.....	9
SECTION 1. EMPLOYEE INSURANCE	9
SECTION 2. RETIREMENT	10
SECTION 3. SICK LEAVE	11
SECTION 4. BEREAVEMENT LEAVE.....	12
SECTION 5. STATE DISABILITY INSURANCE.....	12
SECTION 6. HOLIDAYS	12
SECTION 7. JURY DUTY	13
SECTION 8. VACATION.....	14

SECTION 9. EDUCATION REIMBURSEMENT	14
SECTION 10. SAFETY EQUIPMENT	15
SECTION 11. MEDICAL FLEX PLAN.....	15
ARTICLE 6 – GENERAL PROVISIONS.....	15
SECTION 1. NONDISCRIMINATION AND EQUAL OPPORTUNITY	15
SECTION 2. DISCIPLINARY ACTION.....	16
SECTION 3. LAYOFFS AND REDUCTIONS IN FORCE.....	19
ARTICLE 7 – SECURITY PROVISIONS.....	21
SECTION 1. DUES CHECK OFF	21
SECTION 2. MAINTENANCE OF MEMBERSHIP	21
SECTION 3. CHANGES IN COMPENSATION AND BENEFITS.....	22
ARTICLE 8 – EMPLOYEE/EMPLOYER RELATIONS.....	23
SECTION 1. LABOR/MANAGEMENT COOPERATION COMMITTEE.....	23
SECTION 2. STEWARDS.....	23
SECTION 3. GRIEVANCES	23
SECTION 4. GRIEVANCE PROCEDURE.....	24
SECTION 5. COMPENSATION STUDY	25
ARTICLE 9 – CONTRACTING.....	25
ARTICLE 10 – TEMPORARY EMPLOYEES.....	25
ARTICLE 11 – EFFECTIVE DATES	25
SECTION 1. EFFECTIVE DATE.....	25
SECTION 2. SEPARABILITY	26

ARTICLE 1 – PREAMBLE

SECTION 1. INTENT

It is the intent and purpose of the City of Coachella and Teamsters Local 1932, representing the employees of the Confidential Mid-Management group, that this Memorandum of Understanding (“Agreement”) shall set forth rules of pay, hours of work, and other terms and conditions of employment to be observed by both parties. This Agreement has been developed in the interest of promoting and improving employee relations between the City of Coachella, California, hereinafter referred to as the City, and Teamsters Local 1932, hereinafter referred to as “the Union or Union”. Each section of this Agreement shall be considered in its entirety and subsections shall be considered only in the context of sections as a whole.

SECTION 2. RECOGNITION OF UNION

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

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

bargaining unit assignment for the classification. If no agreement within the prescribed timeframe, the City's determination will be final.

ARTICLE 2 - MANAGEMENT RIGHTS

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

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

- n. assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
 - o. establish and modify productivity and performance programs and standards;
 - p. for good cause, to discharge, suspend, demote, reprimand, withhold salary and benefits or otherwise discipline employees in accordance with applicable law;
 - q. establish employee performance standards including, but not limited to, quality and quantity standards and to require compliance therewith; take all necessary actions to carry out its mission in emergencies;
 - r. exercise complete control and discretion over its organization and the technology or performing its work; and
 - s. establish reasonable work and safety rules and regulations in order to maintain the efficiency of City services.
- 2. The exercise by the City through its Council and management representatives, City Manager, Department Directors and Executives, of its management rights shall not in any way, directly or indirectly, be subject to the grievance procedure.
 - 3. Nothing herein precludes bargaining unit employees or Teamsters Local 1932 to challenge a disciplinary action pursuant to Article 6, Section 2.

ARTICLE 3 – SALARIES

SECTION 1. BASE SALARY AND CLASS TITLES

The pay for employees covered by this Agreement for the period of July 1, 2017 to June 30, 2019 is set forth in Appendix A.

SECTION 2. SALARY ADVANCEMENTS WITHIN BASE PAY RANGE

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

SECTION 3. STEP ADVANCEMENT

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

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

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

SECTION 4. PROMOTION

- A. An employee who is promoted to a position in a class with a higher salary rate shall be entitled to be placed on the lowest step in the new range which exceeds the employee's present rate of pay by at least five percent (5%);
- B. Upon successful completion of six (6) months of service in the new class, an employee placed in Step A of the salary schedule may be advanced one step within his/her range and yearly thereafter until the maximum pay rate within the range is reached.
- C. Any employee appointed by the City Manager or department head to an acting higher position on a temporary or interim basis shall receive pay pursuant to Section 4.A. of this Article.

SECTION 5. RECLASSIFICATION

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

SECTION 6. DEMOTION

When an employee is demoted, the employee's base pay rate shall be set at the step in the lower pay range which provides the smallest decrease in pay if the action is not for cause. If the demotion is for cause the employee's pay rate shall be set at any appropriate step rate in the lower range that is less than the employee's existing salary as determined by the City Manager.

SECTION 7. METHODS OF COMPENSATION

Compensation shall be determined on a monthly basis. Employees shall be paid on a biweekly basis unless otherwise specified in the Coachella Municipal Code.

SECTION 8. PROBATIONARY PERIOD

- A. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his or her position assignment, and for the evaluation of continued employment of the probationary employee. Probationary employees remain "at will" and may be terminated without cause, right of appeal, or other so-called Skelly rights until the successful completion of the probationary period.
- B. Appointments, including promotional appointments, shall be tentative and subject to a probationary period beginning with the employee's appointment to a regular position. The probationary period shall be for a six (6) month period of actual service. The City may, at its discretion, extend the probationary period an additional six (6) months. Probationary employees who missed regularly assigned work may have the probationary period extended by the equivalent amount of time of the employee's absence.
- C. If the service of the probationary employee has been deemed satisfactory, the Department Head shall complete a performance evaluation no more than thirty (30) days prior to the expiration of an employee's probationary period recommending regular status. All actions changing an employee's status from

probationary to regular shall not be made nor become effective until approved by Human Resources.

- D. Each probationary employee shall have his or her performance evaluated prior to the end of the probationary period of service or at more frequent intervals when deemed necessary by the City. Such evaluations shall be reported in writing and in a form approved by Human Resources. Upon successful completion of the probationary period the employee may pass by receiving a satisfactory rating or higher. Failure to obtain a satisfactory rating typically results in dismissal of the employee; however, the City may extend probation at its discretion. Dismissal as to a promoted position means dismissal only from the promoted position; following said dismissal, the employee shall be reassigned back to the position assigned prior to promotion.
- E. During the probationary period, an employee may be suspended, demoted, or dismissed at any time and for any reason by the City. Notification of suspension, demotion, or dismissal in writing shall be served on the probationary employee and a copy filed with Human Resources.
- F. The City will notify Teamsters Local 1932 within five (5) working days of any extension of a probationary period.

ARTICLE 4 – MISCELLANEOUS PROVISIONS

SECTION 1. ADMINISTRATIVE LEAVE

Employees shall be granted ten (10) days administrative leave per year on July 1. Employees hired between July 2 – June 30 of any fiscal year shall accrue 1.54 hours bi-weekly of administrative leave for the fiscal year they were hired. Use of administrative leave is subject to department head and/or City Manager approval. Unused administrative leave may be accrued up to a maximum of two hundred fifty (250) hours. Upon request, employees shall be paid for up to one half (1/2) of their accrued administrative leave. Payment for accrued administrative leave shall be made once a year. Payment shall be made at the employee's regular rate of pay at the time the accrued administrative leave is redeemed.

SECTION 2. CITY VEHICLE

Employees may be provided City vehicles for use in the performance of their job duties. Employees who are required to use their automobiles on official City business shall be reimbursed at the current Internal Revenue Service standard mileage rate.

SECTION 3. PERSONNEL RULES

Employees covered by this Agreement are subject to the City's Personnel Rules and Regulations. In the event of a conflict between this Agreement and the Personnel Rules and Regulations the terms of this Agreement shall prevail.

SECTION 4. WORK SCHEDULE

- A. The City converted to a 4/10 work schedule on July 1, 2012, whereby employees work ten (10) hours per day Monday through Thursday, between the hours of 5:00 a.m. and 6:00 p.m.
- B. Holidays, floating holidays and vacation hours will be computed at the rate of ten (10) hours per day.
- C. Departments may require alternative work schedules for some employees to meet the demands of operations, including weekends and evenings.

ARTICLE 5 – EMPLOYEE BENEFITS

SECTION 1. EMPLOYEE INSURANCE

A. Health and Medical Insurance

- 1. For employees choosing coverage, the City will pay up to the median cost of the CalPERS medical premium for single, two-party, and family coverage for employees, spouses, domestic partners and dependents.
- 2. Employees with duplicate health coverage may choose to cash in five hundred twenty-five dollars (\$525.00). An employee must submit a written request for payment and annual evidence of duplicate coverage.

B. Optical and Dental

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

C. Life Insurance

The City will provide a one-hundred thousand (\$100,000) policy for each employee.

D. Long Term and Short Term Disability Insurance

The City shall pay the premiums to cover employees under a long and short term disability insurance plan.

SECTION 2. RETIREMENT

A. The City contracts with the California Public Employees Retirement System

(CalPERS). Effective October 20, 2012, the City adopted a two-tier retirement plan:

- Employees hired prior to October 20, 2012 are covered under the 3% @ 60 CalPERS Plan and will be on the “One Year Final Compensation” benefit plan.
- Employees hired on or after October 20, 2012 are covered under the 2% @ 60 CalPERS Plan and will be on the “Three Year Final Compensation” benefit plan.
- Effective January 1, 2013, new employees are covered under the 2% @ 62 CalPERS plan and will be on the “Three Year Final Compensation” benefit plan.

B. Effective July 1, 2012, employees agreed to pay five percent (5%) of the eight percent (8%) member contribution toward this plan. Effective July 1, 2013, employees agreed to pay the remaining three percent (3%) of the eight percent (8%) member contribution.

C. The City agrees to pay two dollars (\$2.00) per month per employee for their participation in the 1959 PERS Survivor’s Benefit Program (Government Code sections 21570 et seq.)

D. The City currently contributes the following amount towards an eligible retiree’s CalPERS medical premium:

2017 - \$202.50 per month

2018 - \$216.00 per month

2019 - \$229.50 per month

SECTION 3. SICK LEAVE

- A. Sick leave shall be earned at the rate of ten (10) hours per month.
- B. The maximum accrual of sick leave shall be one hundred ninety-two (192) days, one thousand nine hundred twenty (1,920) hours.
- C. Cash Out: Termination of Employment
 - 1. Retirement: fifty percent (50%) accrued sick leave
 - 2. Layoff: fifty percent (50%) accrued sick leave
 - 3. Death: fifty percent (50%) of accrued sick leave
 - 4. Discharged: None
- D. Cash Out: Annual

Employees have the option of accruing all of their yearly sick leave or being paid for it in accordance with the following provisions:

 - 1. Provisions for the payment of unused sick leave shall be based on a fiscal year basis (July 1 to June 30).
 - 2. Employees may cash in or convert to vacation one half (1/2) of their annual unused sick leave hours at the end of each fiscal year. If neither of these options is exercised, the unused sick leave will be accrued.
 - 3. The cash in of sick leave shall be based on an employee's hourly rate as of June 30 except for retirement or layoff.
- E. Use of Sick Leave

Sick leave shall be used only in case of sickness or disability of an employee or for an illness in the employee's immediate family. Misuse of sick leave shall be grounds for disciplinary action.
- F. Notification of Sickness
 - 1. To receive compensation while absent on sick leave an employee must notify his/her immediate supervisor in the manner provided for in departmental rules and regulations.
 - 2. When a sick leave absence is for more than three (3) consecutive working days, an employee's illness must be verified in a written statement from an attending physician or a personal affidavit stating the fact of the medical necessity for the absence. Employees shall furnish any other proof of sickness reasonably required by the department head or the City Manager.

G. Return From Sick Leave

Upon return from sick leave an employee may be required by his/her department head to report for an examination by a City selected medical examiner to determine his/her fitness for duty.

H. Family Sick Leave

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

SECTION 4. BEREAVEMENT LEAVE

1. In case of a death in the employee's immediate family the employee, upon submission of proper notice, may take up to three (3) consecutive work days of bereavement leave.
2. Immediate family for the purpose of this section shall be defined as spouse, mother, mother-in-law, father, father-in-law, sister, sister-in-law brother, brother-in-law, child, stepchild or guardian, stepfather, stepmother, registered domestic partner, grandparents or grandchildren.

SECTION 5. STATE DISABILITY INSURANCE

Members of the Mid-Management Unit shall be covered by State Disability Insurance and the required amount shall be withheld from each employee's paychecks to pay this benefit as required by state law.

SECTION 6. HOLIDAYS

- A. The following days shall be considered holidays with pay.
1. New Year's Eve
 2. New Year's Day

3. Martin Luther King's Birthday
4. Presidents' Day
5. Cesar Chavez's Birthday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Eve
12. Christmas Day

B. If a holiday falls on a Friday or Saturday, it will be observed on the preceding Thursday. If a holiday falls on a Sunday, it will be observed on the following Monday.

C. Floating Holidays

In lieu of three (3) former holidays (Lincoln's Birthday, Admission Day and Day After Thanksgiving), three (3) floating holidays will accrue to employees on July 1 each year. Floating holidays earned in a fiscal year and unused as of June 30 shall either be cashed out or converted to vacation and carried over to the next fiscal year at the employee's option.

SECTION 7. JURY DUTY

An employee who is summoned for attendance to any court for jury duty during his/her normal working hours shall be deemed to be on duty and there shall be no loss of salary. Any jury fees received by an employee shall be submitted to the Finance Department. Compensation for mileage or subsistence allowances while serving on a jury are not considered as a fee and shall be retained by the employee.

Any employee who is called as a witness arising out of and in the course of his/her City employment shall be deemed to be on duty and there shall be no loss of salary. Any witness fees received by an employee shall be submitted to the Finance Department, together with any mileage received by the employee if he/she uses City transportation. An employee absent as a witness in a private matter shall not be entitled to be paid during such absence.

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

SECTION 8. VACATION

- A. Vacation shall be earned as follows:
 - 1. 1st year through 3rd year of service – eleven (11) days per year.
 - 2. 4th year through 10th year of service – sixteen (16) days per year.
 - 3. 11th year through 15th year of service – twenty (20) days per year.
 - 4. 16th year through 20th year of service – twenty-five (25) days per year.
 - 5. Over twenty (20) years of service – thirty (30) days per year.
- B. Vacation schedules must be submitted to the Department head for approval.
- C. Vacation may be accrued up to the amount earned over the preceding twenty-four (24) months provided; however, that vacation accrued in excess of three hundred twenty (320) hours is subject to the approval of the City Manager.

Once this two year maximum amount has been accrued the employee shall accrue no further vacation until the accrued level has been reduced to below the maximum. The employee will then again begin accruing but at no time shall the employee's level of accrued vacation exceed the amount of vacation that the employee accrues in two years.
- D. Subject to filing an official request, an employee may cash in up to eighty (80) hours of vacation annually.
- E. Prior to an employee taking of vacation time, he/she may request and, upon such approval, shall receive a payroll check for the wages which normally would be earned during the duration of the employee's vacation.

SECTION 9. EDUCATION REIMBURSEMENT

The City will reimburse employees fifty percent (50%) of tuition for continuing education in non-job related courses and one hundred percent (100%) of tuition for classes in a job related

courses. Payment is predicated on an employee receiving a 2.0 grade or better. The City will also reimburse employees one hundred percent (100%) of the cost of job-related: college preparatory classes, certifications, professional licensure preparatory classes, vehicle or equipment certification and/or Class A or B license fees, and renewal fees on such certifications and/or licenses. The cost to the City for the reimbursements shall not exceed five thousand (\$5,000) per employee for a twelve (12) month period. Requests for reimbursements must be submitted and approved prior to enrolling in a course or applying for a certificate, license or renewal. Newly hired employees serving a probationary period are not eligible for this benefit.

SECTION 10. SAFETY EQUIPMENT

Employees covered by this Agreement whose duties require them to perform work which exposes their feet to potential harm or danger shall be required to wear safety shoes during working hours. The City will determine the specifications for the shoes and will contribute up to two-hundred (\$200.00) dollars, plus sales tax, towards the purchase. If an employee chooses a shoe whose cost is above what the City contributes, it shall be the responsibility of the employee to pay the difference. The City shall provide one (1) pair of shoes every July, based upon the employee's demonstration to their supervisor that the shoes they wish to replace need to be replaced. Should an employee's work render the shoes ineffective for purposes of foot safety in a period of less than twelve (12) months, that employee must demonstrate to their supervisor or Department Head that the shoes need to be replaced before a second pair will be provided.

SECTION 11. MEDICAL FLEX PLAN

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

ARTICLE 6 – GENERAL PROVISIONS

SECTION 1. NONDISCRIMINATION AND EQUAL OPPORTUNITY

- A. The City and Teamsters Local 1932 agree that both parties have a crucial role in the development and implementation of equal employment opportunities. Both parties mutually accept responsibility for carrying out these provisions.
- B. The parties agree to cooperate actively and positively supporting the concept of equal opportunity to achieve the highest potential and productivity in employment

situations. The City agrees to provide encouragement and assistance opportunities so that all employees may utilize their abilities to the fullest extent.

- C. The City will exert every effort possible to encourage upward mobility of employees now at lower grade levels so that they may work at their fullest potential.
- D. The provisions of this Agreement shall be applied equally to all employees subject to the Agreement without regard to sex, marital status, race, color, creed, religion, national origin, union affiliation, political affiliation, ancestry, mental disability, physical disability, sexual orientation, age (40 and above), veteran status, or medical condition (cancer or genetic characteristic).

SECTION 2. DISCIPLINARY ACTION

- A. For purposes of this Article, “disciplinary actions” refer to demotions, reductions in pay, suspensions without pay, and terminations.
- B. Driver’s License Suspension Policy:
 - 1. The following actions will take place when an employee has his/her driver’s license suspended:
 - a. Should the California Department of Motor Vehicles issue a suspension of an employee’s driver’s license, that employee will be suspended from work, without pay, for their normally scheduled workdays for up to a 30-day period which will coincide with the start of the DMV’s suspension.
 - b. An employee who does not have a valid driver’s license on the first day after their City suspension has ended will be terminated.
 - c. An employee who has their license suspended due to medical reasons will be considered for an accommodation in accordance with the American with Disabilities Act.
 - d. An employee who subsequently has their driver’s license suspended for a second time will be terminated.
- C. Disciplinary actions may be imposed upon an employee for good cause only as follows:

1. The Department Head shall give written notice (“Notice of Proposed Discipline”) to the employee and the Human Resources Manager of the cause or causes for such disciplinary action, together with a narrative written statement of the facts relied upon to establish the basis for the proposed disciplinary action. Any documents relied upon by the Department Head in establishing cause shall be provided to the employee and the Human Resources Manager with the “Notice of Proposed Discipline.”
 2. The Department Head may not impose the disciplinary action proposed in the “Notice of Proposed Discipline” before conducting a formal (“Skelly”) meeting with the employee, if the employee and/or Teamsters Local 1932 request such a meeting. The employee and Teamsters Local 1932 shall have five (5) calendar days from receipt of the “Notice of Proposed Discipline” to request a meeting with the Department Head.
 3. If the employee or Teamsters Local 1932 request a meeting within the timeframe outlined in paragraph (2) above, the Department Head shall schedule a meeting and shall give at least ten (10) calendar days written notice of such meeting to the employee and Teamsters Local 1932.
 4. At the meeting referred to in the preceding paragraph, the employee and/or Teamsters Locals 1932 shall be permitted to present any competent and relevant evidence tending to prove or disprove the facts upon which the disciplinary action is based. The Department Head may be accompanied or otherwise assisted in disciplinary matters by staff and/or legal counsel. Based on his/her review of the evidence following the meeting, the Department Head may affirm, modify or rescind the proposed disciplinary action. Within five (5) calendar days following the meeting, the Department Head shall give written notice of his/her determination and “Order of Discipline” to the employee and the Human Resources Manager.
- D. The decision of the Department Head is final and not subject to further appeal except for terminations, suspensions without pay, demotions and pay reductions

for disciplinary purposes as also subject to the hearing process set forth therein, which may be appealed as follows:

1. Within ten (10) calendar days of receiving the Order of Discipline, the employee or Teamsters Local 1932 shall submit a written appeal to the Human Resources Manager.
2. A Hearing Panel composed of three (3) people will hear the appeal. One member of the Hearing Panel shall be appointed by the employee, and one member of the Hearing Panel shall be appointed by the Human Resources Manager. The third member of the Hearing Panel, who shall act as chair, shall be mutually selected by the employee and the Human Resources Manager from a list of arbitrators to be obtained from the California State Mediation and Conciliation Service, which list shall be requested within five (5) working days from the date of the appeal. After the selection of the arbitrator, Human Resources Manager shall schedule an evidentiary hearing before the Hearing Panel within twenty (20) calendar days from the date of the appeal, or as soon as possible depending upon the availability of the arbitrator. Each side shall bear the cost of their individually selected panel member, and the cost of the mutually selected panel member shall be borne equally by the City and Teamsters Local 1932.
3. Within ten (10) working days of the close of said hearing, the Hearing Panel shall provide a written statement of its recommendation, including any findings, to the Human Resources Manager and the employee.
4. Within five (5) working days after their respective receipt thereof, the Human Resources Manager shall forward the Hearing Panel's written statement of recommendation to the City Manager for his consideration.
5. The City Manager shall review and consider the record of the proceedings before the hearing panel, and shall accept, reject or modify the recommendation and/or findings. Written notice of the decision and any required findings by the City Manager shall be delivered to the employee within ten (10) calendar days of the City Manager's receipt of the Hearing

Panel's statement of recommendation. The decision of the City Manager shall be final and not subject to any further appeal.

SECTION 3. LAYOFFS & REDUCTIONS IN FORCE

A. Purpose for Layoffs

For reasons of economy, efficiency, or in the interest or mandate of the public, reductions of City services may be required. Whenever, in the judgment of the City Council, it becomes necessary, the City Council may eliminate positions, and the employees holding such positions may be laid off.

B. Seniority and Order of Layoff

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

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

D. Reinstatement List and Recall Rights

1. Full-time permanent employees of the City who are laid off from the competitive service in good standing shall have their names placed on a recall list for a period not to exceed two (2) years from date of layoff, and shall be eligible for recall for any vacancies within the same position

classification held by the employee, provided that the employee meets the minimum qualifications and is able to perform the duties of the job. Laid off employees applying for vacancies in other position classifications shall be given preference provided they meet the minimum qualifications for the position and are able to perform the duties of the job.

2. Once recalled, reinstated employees will be restored to the same seniority rights and benefits in effect for the employee at time of layoff, unless subsequent changes in the MOU have been made in the intervening time regarding a particular benefit, in which case the newer MOU language regarding benefit entitlement will take precedent.
3. After expiration of the two (2) year recall list, laid off employees will be treated the same as internal candidates for employment recruitment purposes only in accordance with the "Recruiting, Hiring and Promotions of Classified Employees" policy for a period of twelve (12) months after approval of this MOU.

E. Payment for Accumulated Leave

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

F. Severance Pay

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

in this contract, unit members shall receive the equivalent amount toward the benefit of their choice.

ARTICLE 8 – EMPLOYEE/EMPLOYER RELATIONS

SECTION 1. LABOR/MANAGEMENT COOPERATION COMMITTEE

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

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

SECTION 2. STEWARDS

Teamsters Local 1932 may be represented by Stewards. Teamsters Local 1932 shall notify the City in writing of the employees selected to act as Stewards. Stewards shall, unless performing Steward duties, be and remain at their regular place of work. This provision does not include any increase in the existing number of Stewards. Stewards shall be authorized to devote time during working hours to perform the following duties, for which the City will pay for reasonable periods of time to perform those duties; to present a grievance, to investigate a grievance, to bargain and prepare to bargain, to confer with bargaining unit members concerning their rights under the MOU, conferring with a Teamsters Business Representative and/or Department Head, and to attend grievance meetings with Department Heads and/or the City Manager.

Two (2) Stewards shall be released once a month for three (3) hours each to attend the Teamsters Local 1932 Stewards meeting in San Bernardino. Three (3) hours of release time will be paid City time.

SECTION 3. GRIEVANCES

A grievance of a wrong, real or fancied, considered by an employee as grounds for complaint, except in a case of a personnel action arising out of position, classification, pay, demotion, suspension and dismissal. The adjustment of complaints arising therefrom are separately provided.

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

SECTION 4. GRIEVANCE PROCEDURE

A grievance must be presented to the immediate supervisor within seven (7) days of the event giving rise to the grievance or the grievance will be deemed untimely. The immediate supervisor shall make inquiry into the facts and circumstances of the complaint and shall attempt to resolve the matter promptly and fairly.

An employee, if dissatisfied with the decision of the supervisor, may submit the grievance in writing to the Department Head. The Department Head shall make a separate investigation and inform the employee in writing of his/her decision and the reason therefore within seven (7) calendar days after receipt of the employee's grievance.

If the employee is dissatisfied with the Department Head's decision, he/she may request in writing a review by the City Manager within seven (7) calendar days following the receipt of the decision of the Department Head. The City Manager shall make an investigation and conduct such hearings as he/she deems necessary and shall within fifteen (15) calendar days after the receipt of the employee's request for review inform the employee in writing of his/her findings and decision. The decision of the City Manager shall be final.

If a grievance challenges an action of the City Manager taken prior to the time it would reach her/him under this procedure, she/he shall not review the grievance as City Manager. The final step in the procedure shall be reviewed by the City Manager or equivalent official from another local agency who shall discharge the functions normally performed by the City Manager under this procedure.

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

SECTION 5. COMPENSATION STUDY

The City agrees to complete a new Compensation Study, using an agency other than Koff and Associates, by no later than September 1, 2017. Employees whose rate of pay is found to be below the median of the specified cities used in the 2017 Koff & Associates study will be placed on the lowest step in the new range which exceeds the employee's present rate of pay by at least five percent (5%). Any pay adjustments will be retroactive to July 1, 2017. Any employee found to be above the median will not be Y-rated nor have their pay reduced.

ARTICLE 9 – CONTRACTING

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

ARTICLE 10 – TEMPORARY EMPLOYEES

The City shall have the right to hire temporary employees (casuals) at the appropriate classification as outlined in this MOU as determined by the Department Head. Such employees shall not be covered by this MOU and shall not be employed in excess of one hundred twenty (120) days within a calendar year. If an employee is employed in excess of one hundred twenty (120) consecutive days in a calendar year, then that employee will be covered by the MOU and become a regular employee.

A temporary employee may hold a position for one hundred twenty (120) working days in a calendar year. If an employee is employed in excess of one hundred twenty (120) working days in a calendar year, then that employee will be covered by the MOU and become a regular employee.

ARTICLE 11 – EFFECTIVE DATES

SECTION 1. EFFECTIVE DATE

The provisions of this Agreement shall be effective commencing July 1, 2017, except as otherwise specified in this Agreement, and shall remain in effect until June 30, 2019, or until superseded by another Agreement.

SECTION 2. SEPARABILITY

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


Signed this 30th day of August, 2017.

CITY OF COACHELLA

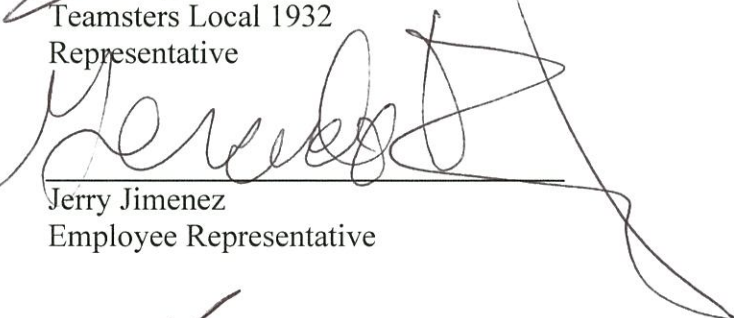


William B. Pattison
City Manager

TEAMSTERS LOCAL 1932



Juan Delgado
Teamsters Local 1932
Representative



Jerry Jimenez
Employee Representative



Hector Molina
Employee Representative

City of Coachella - Salary Schedule
Confidential Mid-Management Employees
July 1, 2017 - June 30, 2019

Position Title	Step	A	B	C	D	E	Performance Step (5%) "O"
Accounting Manager	h	45.43	47.70	50.08	52.57	55.20	57.96
	m	7,873.78	8,267.56	8,679.91	9,112.70	9,567.78	10,046.17
	a	94,485.32	99,210.70	104,158.97	109,352.43	114,813.37	120,554.04
<i>Grade 25</i>							
Administrative Assistant	h	27.82	29.21	30.68	32.20	33.82	35.51
	m	4,821.97	5,063.44	5,317.91	5,581.67	5,862.15	6,155.25
	a	57,863.62	60,761.26	63,814.92	66,980.04	70,345.76	73,863.04
<i>Grade 10</i>							
Associate Planner	h	33.99	35.68	37.46	39.34	41.30	43.36
	m	5,891.87	6,185.34	6,493.68	6,818.74	7,158.65	7,516.59
	a	70,702.39	74,224.13	77,924.20	81,824.86	85,903.85	90,199.04
<i>Grade 21</i>							
Building Official	h	45.43	47.70	50.08	52.57	55.20	57.96
	m	7,873.78	8,267.56	8,679.91	9,112.70	9,567.78	10,046.17
	a	94,485.32	99,210.70	104,158.97	109,352.43	114,813.37	120,554.04
<i>Grade 25</i>							
Chief Treatment Collections System Operator (Y-RATED)	h	36.93	38.78	40.73	42.76	44.90	47.15
	m	6,401.20	6,721.87	7,059.87	7,411.73	7,782.67	8,172.67
	a	76,814.40	80,662.40	84,718.40	88,940.80	93,392.00	98,072.00
<i>Grade 29</i>							
Civil Engineering Associate	h	33.99	35.68	37.46	39.34	41.30	43.36
	m	5,891.87	6,185.34	6,493.68	6,818.74	7,158.65	7,516.59
	a	70,702.39	74,224.13	77,924.20	81,824.86	85,903.85	90,199.04
<i>Grade 21</i>							
Code Compliance Manager	h	45.43	47.70	50.08	52.57	55.20	57.96
	m	7,873.78	8,267.56	8,679.91	9,112.70	9,567.78	10,046.17
	a	94,485.32	99,210.70	104,158.97	109,352.43	114,813.37	120,554.04
<i>Grade 25</i>							
Community Development Technician	h	30.70	32.23	33.86	35.54	37.33	39.19
	m	5,322.08	5,589.88	5,568.39	6,159.40	6,470.05	6,793.19
	a	63,864.94	67,078.54	70,420.69	73,912.80	77,640.58	81,518.32
<i>Grade 17</i>							
Community Services Coordinator	h	27.82	29.21	30.68	32.20	33.82	35.51
	m	4,821.97	5,063.44	5,317.91	5,581.67	5,862.15	6,155.25
	a	57,863.62	60,761.26	63,814.92	66,980.04	70,345.76	73,863.04
<i>Grade 10</i>							
Deputy City Clerk	h	34.63	36.37	38.18	40.09	42.10	44.21
	m	6,003.31	6,304.22	6,618.13	6,948.76	7,297.96	7,662.86
	a	72,039.76	75,650.66	79,417.59	83,385.13	87,575.56	91,954.34
<i>Grade 22</i>							
Economic Development Manager	h	45.43	47.70	50.08	52.57	55.20	57.96
	m	7,873.78	8,267.56	8,679.91	9,112.70	9,567.78	10,046.17
	a	94,485.32	99,210.70	104,158.97	109,352.43	114,813.37	120,554.04
<i>Grade 25</i>							
Environmental/Regulatory Programs Manager	h	33.99	35.68	37.46	39.34	41.30	43.36
	m	5,891.87	6,185.34	6,493.68	6,818.74	7,158.65	7,516.59
	a	70,702.39	74,224.13	77,924.20	81,824.86	85,903.85	90,199.04
<i>Grade 21</i>							
Executive Assistant	h	30.70	32.24	33.85	35.53	37.32	39.19
	m	5,321.63	5,589.10	5,867.72	6,159.34	6,469.54	6,793.01
	a	63,859.50	67,069.19	70,412.62	73,912.08	77,634.43	81,516.15
<i>Grade 17</i>							

City of Coachella - Salary Schedule
Confidential Mid-Management Employees
July 1, 2017 - June 30, 2019

Position Title	Step						
		A	B	C	D	E	Performance Step (5%) "O"
Finance Services Supervisor	h	34.63	36.37	38.18	40.09	42.10	44.21
	m	6,003.31	6,304.22	6,618.13	6,948.76	7,297.96	7,662.86
	a	72,039.76	75,650.66	79,417.59	83,385.13	87,575.56	91,954.34
<i>Grade 22</i>							
Grants Manager	h	41.95	44.05	46.25	48.58	51.00	53.55
	a	7,271.96	7,636.02	8,016.80	8,419.87	8,839.66	9,281.64
	m	87,263.51	91,632.26	96,201.61	101,038.44	106,075.87	111,379.66
<i>Grade 24</i>							
Information Technology Manager	h	45.43	47.70	50.08	52.57	55.20	57.96
	m	7,873.78	8,267.56	8,679.91	9,112.70	9,567.78	10,046.17
	a	94,485.32	99,210.70	104,158.97	109,352.43	114,813.37	120,554.04
<i>Grade 25</i>							
Parks and Recreation Services Manager	h	41.95	44.05	46.25	48.58	51.00	53.55
	m	7,271.96	7,636.02	8,016.80	8,419.87	8,839.66	9,281.64
	a	87,263.51	91,632.26	96,201.61	101,038.44	106,075.87	111,379.66
<i>Grade 24</i>							
Parks, Recreation, Facilities Superintendent	h	39.35	41.31	43.38	45.55	47.83	50.22
	m	6,819.97	7,160.97	7,519.82	7,894.74	8,290.53	8,704.80
	a	81,839.68	85,931.66	90,237.89	94,736.93	99,486.40	104,457.60
<i>Grade 23</i>							
Parks Supervisor	h	30.18	31.68	33.26	34.93	36.68	38.52
	m	5,230.61	5,490.65	5,765.56	6,055.32	6,358.09	6,675.99
	a	62,767.32	65,887.85	69,186.70	72,663.87	76,297.06	80,111.91
<i>Grade 16</i>							
Permit Technician	h	28.48	29.91	31.41	32.98	34.63	36.37
	m	4,937.13	5,184.17	5,444.22	5,717.26	6,003.31	6,303.48
	a	59,245.57	62,210.08	65,330.61	68,607.17	72,039.76	75,641.75
<i>Grade 12</i>							
Planning Manager	h	55.20	57.96	60.87	63.91	67.10	70.46
	m	9,567.78	10,047.01	10,550.38	11,077.90	11,631.42	12,212.99
	a	114,813.37	120,564.07	126,604.53	132,934.75	139,577.03	146,555.89
<i>Grade 25</i>							
Principal Planner	h	45.43	47.70	50.08	52.57	55.20	57.96
	m	7,873.78	8,267.56	8,679.91	9,112.70	9,567.78	10,046.17
	a	94,485.32	99,210.70	104,158.97	109,352.43	114,813.37	120,554.04
<i>Grade 25</i>							
Sanitary Superintendent	h	41.95	44.05	46.25	48.58	51.00	53.55
	m	7,271.96	7,636.02	8,016.80	8,419.87	8,839.66	9,281.64
	a	87,263.51	91,632.26	96,201.61	101,038.44	106,075.87	111,379.66
<i>Grade 24</i>							
Senior Civil Engineer	h	45.53	47.70	50.08	52.57	55.20	57.96
	m	7,873.78	8,267.56	8,679.91	9,112.70	9,567.78	10,046.17
	a	94,485.32	99,210.70	104,158.97	109,352.43	114,813.37	120,554.04
<i>Grade 25</i>							
Senior Management Analyst	h	41.95	44.05	46.25	48.58	51.00	53.55
	m	7,271.96	7,636.02	8,016.80	8,419.87	8,839.66	9,281.64
	a	87,263.51	91,632.26	96,201.61	101,038.44	106,075.87	111,379.66
<i>Grade 24</i>							
Senior Planner	h	39.35	41.31	43.38	45.54	47.83	50.22
	m	6,820.60	7,160.51	7,519.00	7,894.21	8,289.85	8,704.34
	a	81,847.15	85,926.14	90,228.02	94,730.50	99,478.17	104,452.08
<i>Grade 23</i>							

City of Coachella - Salary Schedule
Confidential Mid-Management Employees
July 1, 2017 - June 30, 2019

Position Title	Step						Performance Step (5%) "O"
		A	B	C	D	E	
Streets Supervisor	h	30.18	31.68	33.26	34.93	36.68	38.52
	m	5,230.61	5,490.65	5,765.56	6,055.32	6,358.09	6,675.99
	a	62,767.32	65,887.85	69,186.70	72,663.87	76,297.06	80,111.91
<i>Grade 16</i>							
Streets Superintendent/ Emergency Services Coordinator	h	33.99	35.69	37.47	39.35	41.32	43.38
	m	5,720.26	6,186.18	6,494.80	6,820.67	7,162.13	7,519.20
	a	68,643.10	74,234.16	77,937.60	81,848.00	85,945.60	90,230.40
<i>Grade 21</i>							
Water Superintendent	h	41.95	44.05	46.25	48.58	51.00	53.55
	m	7,271.96	7,636.02	8,016.80	8,419.87	8,839.66	9,281.64
	a	87,263.51	91,632.26	96,201.61	101,038.44	106,075.87	111,379.66
<i>Grade 24</i>							

2017 CalPERS Rates - Median			
Health Plan	Single	2-Party	Family
Anthem HMO Select	\$659.03	\$1,318.06	\$1,713.48
Anthem HMO Traditional	\$799.15	\$1,598.30	\$2,077.79
Blue Shield Access+	\$778.45	\$1,556.90	\$2,023.97
Health Net Salud y Mas	\$473.46	\$946.92	\$1,231.00
Health Net SmartCare	\$537.20	\$1,074.40	\$1,396.72
Kaiser CA	\$599.54	\$1,199.08	\$1,558.80
PERS Care	\$802.24	\$1,604.48	\$2,085.82
PERS Choice	\$714.43	\$1,428.86	\$1,857.52
PERS Select	\$633.46	\$1,266.92	\$1,647.00
Sharp	\$614.46	\$1,228.92	\$1,597.60
United Healthcare	\$549.76	\$1,099.52	\$1,429.38
MEDIAN FOR ALL PLANS	\$633.46	\$1,266.92	\$1,647.00

2018 CalPERS Rates - Median			
Health Plan	Single	2-Party	Family
Anthem HMO Select	\$659.69	\$1,319.38	\$1,715.19
Anthem HMO Traditional	\$735.08	\$1,470.16	\$1,911.21
Blue Shield Access+	\$695.97	\$1,391.94	\$1,809.52
Health Net Salud y Mas	\$461.56	\$923.12	\$1,200.06
Health Net SmartCare	\$607.68	\$1,215.36	\$1,579.97
Kaiser CA	\$666.80	\$1,333.60	\$1,733.68
PERS Care	\$733.50	\$1,467.00	\$1,907.10
PERS Choice	\$698.96	\$1,397.92	\$1,817.30
PERS Select	\$654.74	\$1,309.48	\$1,702.32
Sharp	\$618.14	\$1,236.28	\$1,607.16
United Healthcare	\$616.66	\$1,233.32	\$1,603.32
MEDIAN FOR ALL PLANS	\$659.69	\$1,319.38	\$1,715.19

