



**MEMORANDUM OF
UNDERSTANDING**

**Between the
City of Ontario**

And

**Teamsters Local 1932 Union
City Hall Bargaining Unit**

For the period of

July 1, 2017

Through

June 30, 2020

Table of Contents

ARTICLE I.	ADMINISTRATION	5
SECTION 1.01	PARTIES TO THE MEMORANDUM OF UNDERSTANDING	5
SECTION 1.02	RECOGNITION.....	5
SECTION 1.03	CITY PERSONNEL RULES	6
SECTION 1.04	EFFECT OF MOU.....	6
SECTION 1.05	DEFINITIONS	6
SECTION 1.06	MANAGEMENT RIGHTS.....	7
SECTION 1.07	EMPLOYEE RIGHTS.....	8
ARTICLE II.	EMPLOYMENT PROVISIONS.....	9
SECTION 2.01	PROBATIONARY PERIOD.....	9
SECTION 2.02	HOURS OF WORK.....	10
SECTION 2.03	TRANSFERS AND JOB CHANGES.....	10
SECTION 2.04	PROMOTIONS/APPOINTMENTS FROM WITHIN	11
SECTION 2.05	LAYOFF PROCEDURES	11
ARTICLE III.	CLASSIFICATIONS	12
SECTION 3.01	NEW CLASSIFICATIONS	12
SECTION 3.02	HIGHER CLASSIFICATION WORK.....	12
SECTION 3.03	CERTIFICATIONS/LICENSING.....	13
SECTION 3.04	CLASSIFICATION REVIEW	13
SECTION 3.05	CLASSIFICATION REVIEW APPEAL	14
ARTICLE IV.	COMPENSATION	14
SECTION 4.01	SALARY	14
SECTION 4.02	SALARY SCHEDULE	14
SECTION 4.03	OVERTIME	15
SECTION 4.04	CONVERSION OF COMPENSATORY TIME	15
SECTION 4.05	STANDBY.....	15
SECTION 4.06	CALL BACK.....	16
SECTION 4.07	ON-CALL DUTY.....	16
SECTION 4.08	COURT APPEARANCES COMPENSATION	17
SECTION 4.09	SHIFT DIFFERENTIAL.....	17
SECTION 4.10	MATRON DUTY	18
SECTION 4.11	TRAINING AND LEAD DUTIES DIFFERENTIAL	18
SECTION 4.12	SKILLS AND CERTIFICATIONS.....	18
SECTION 4.13	CITY PERSONNEL RULES – SALARY ADJUSTMENTS.....	20
ARTICLE V.	LEAVES – PAID AND UNPAID	21
SECTION 5.01	HOLIDAYS.....	21
SECTION 5.02	VACATION	23
SECTION 5.03	SICK LEAVE	24
SECTION 5.04	PERSONAL LEAVE	25
SECTION 5.05	BEREAVEMENT LEAVE.....	26
SECTION 5.06	FAMILY MEDICAL LEAVES.....	26
SECTION 5.07	CATASTROPHIC LEAVE	27
SECTION 5.08	JURY/WITNESS DUTY.....	28
ARTICLE VI.	BENEFITS.....	28
SECTION 6.01	HEALTH INSURANCE CONTRIBUTION	28
SECTION 6.02	CITY CONTRIBUTIONS TO CAFETERIA PLAN BENEFITS	28
SECTION 6.03	INSURANCE COMMITTEE	31
SECTION 6.04	RETIREMENT	31

SECTION 6.05	UNIFORMS	33
SECTION 6.06	EMPLOYEE ASSISTANCE PROGRAM	34
SECTION 6.07	EMPLOYEE TRAINING	34
SECTION 6.08	TUITION REIMBURSEMENT	34
SECTION 6.09	FLEXIBLE SPENDING ACCOUNTS	35
SECTION 6.10	DEFERRED COMPENSATION	35
ARTICLE VII.	DISCIPLINARY PROCEDURE	36
SECTION 7.01	DUE PROCESS AND EMPLOYEE REPRESENTATION	36
SECTION 7.02	DISCIPLINARY PROCEDURE	36
SECTION 7.03	EXCEPTIONS	38
SECTION 7.04	PROGRESSIVE DISCIPLINE	38
ARTICLE VIII.	GRIEVANCE PROCEDURE	38
SECTION 8.01	DEFINITIONS	38
SECTION 8.02	LEVEL I – INFORMAL REVIEW	39
SECTION 8.03	LEVEL II – FORMAL	39
SECTION 8.04	LEVEL III	40
SECTION 8.05	LEVEL IV	40
SECTION 8.06	LEVEL V – ARBITRATION	40
SECTION 8.07	GENERAL PROVISIONS	41
SECTION 8.08	AUTHORITY OF THIRD PARTY	42
ARTICLE IX.	REPRESENTATION	42
SECTION 9.01	UNION AND MEMBERSHIP ACTIVITY	42
SECTION 9.02	DUES DEDUCTION	44
SECTION 9.03	UNION STEWARDS	45
SECTION 9.04	RELEASE TIME	45
SECTION 9.05	BULLETIN BOARDS	46
SECTION 9.06	NEW EMPLOYEE ORIENTATION	46
ARTICLE X.	GENERAL PROVISIONS	46
SECTION 10.01	PERSONNEL FILES	46
SECTION 10.02	SEPARABILITY	47
SECTION 10.03	PEACEFUL PERFORMANCE OF CITY SERVICES	47
SECTION 10.04	DURATION AND IMPLEMENTATION	47
SECTION 10.05	WORKPLACE SAFETY	48
ARTICLE XI.	FINAL SIGNATURES	49
APPENDIX A.	SALARY GRADE TABLE	
Appendix B.	Grievance Form	

**MEMORANDUM OF UNDERSTANDING
 BETWEEN THE
 CITY OF ONTARIO
 AND TEAMSTERS LOCAL 1932
 JULY 1, 2017 THROUGH JUNE 30, 2020**

Article I. ADMINISTRATION

Section 1.01 Parties to the Memorandum of Understanding

This Memorandum of Understanding (hereinafter known as MOU) is made and entered into by and between the City of Ontario (hereinafter known as the City) and the Teamsters Local 1932 (hereinafter known as the Union).

Section 1.02 Recognition

The City hereby formally recognizes the Teamsters Local 1932 as the Representative for those employees employed by the City and defined in Rule I, Section 26 of the Personnel Rules and Regulations, in the following classifications:

Administrative Specialist	Fire Dispatcher Trainee	Purchasing Team Leader
Administrative Technician	Fire Safety Specialist	Recreation/Community Services Coordinator
Asset Forfeiture Fiscal Coordinator	Fleet Services Coordinator	Recreation/Community Services Supervisor
Assistant Curator	Fleet Services Supervisor	Revenue Services Specialist
Assistant Engineer	Forensic Specialist	Senior Code Enforcement Officer
Assistant Landscape Planner	Forensic Specialist Trainee	Senior Combination Building Inspector
Assistant Planner	Forensic Supervisor	Senior Environmental Technician
Associate Civil Engineer	GIS Analyst	Senior Fire Dispatcher
Associate Engineer	GIS Specialist	Senior Fire Safety Specialist
Associate Landscape Planner	Irrigation Conservation Specialist	Senior Landscape Planner
Associate Planner	Landscape Planner	Senior Librarian
Building Inspector	Lead Forensic Specialist	Senior Library Assistant
Building Plans Examiner	Librarian	Senior Library Clerk
Building Plans Specialist	Library Assistant	Senior Permit Technician
Central Services Specialist	Library Clerk	Senior Police Dispatcher
Code Enforcement Officer	Management Analyst	Senior Police Records Specialist
Combination Building Inspector	Museum Curator	Senior Public Works Inspector
Community Service Officer	Office Assistant	Senior Recreation/Community Services Supervisor
Crime Analyst	Office Specialist	Street Maintenance Supervisor
Crime Prevention Specialist	Parks & Maintenance Supervisor	Solid Waste Supervisor
Cross-Connection Control Specialist	Permit Technician	Supervising Code Enforcement Officer
Custodial Services Supervisor	Plan Checker	Supervising Librarian
Customer Services Representative	Police Dispatch Supervisor	Supervising Library Clerk
Disaster Preparedness Analyst	Police Dispatcher	Survey Party Chief
Engineering Aide	Police Dispatcher Trainee	Survey Technician

Engineering Assistant	Police Grants Analyst	Utilities Supervisor
Engineering Assistant/GIS	Police Records Specialist	Water Production Operator
Environmental Technician	Police Records Specialist Trainee	Water Production Supervisor
Evidence Technician	Police Records Supervisor	Water Quality Specialist
Facilities Maintenance Supervisor	Project Coordinator	Water Resources Coordinator
Fire Dispatch Supervisor	Public Works Inspector	Water/Wastewater Technician
Fire Dispatcher	Purchasing Assistant	

Recognition is granted for the purpose of meeting and conferring on wages, hours, working conditions and general representation of employees defined within this section.

This MOU does not cover administrative clerical personnel or any other position which has been classified as Confidential Personnel in accordance with the Resolution on Employer-Employee Relations.

Section 1.03 City Personnel Rules

It is understood and agreed that there exists within the City, in written or unwritten form, certain personnel rules, policies, practices and benefits, generally contained in the "City of Ontario Personnel Rules and Regulations" and the "Employment Policies" in the City's Online Policy Center, which shall continue in effect, except for those provisions modified by this MOU, unless and until modified in accordance with state laws, orders, regulations, official instructions or policies.

Section 1.04 Effect of MOU

- A. The parties acknowledge that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU.
- B. This MOU supersedes all previous agreements, understandings, and prior practices related to matters included within this MOU.

Section 1.05 Definitions

A. Bargaining Unit

The employees defined in Section 1.02, Recognition.

B. Calendar Day

A 24 hour day beginning at 12:00 midnight and ending the following 12:00 midnight.

C. Calendar Year

The period of 12 consecutive months commencing on January 1st and ending on December 31st.

D. Emergency

A circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

E. Employee

1. Regular Status Employee - An employee in a full-time, regular position who has completed the probationary period.
2. Probationary Employee - An employee in a full-time, regular position who has not completed the probationary period.

F. Week

Seven consecutive calendar days beginning on Sunday and continuing through Saturday.

G. Working Day

A daily work period an employee is regularly scheduled to work each day. For example, an employee working a 5/8 schedule would have an eight-hour working day; an employee working a 9/80 schedule would generally have eight 9-hour working days, one 8-hour working day, and one flex day in a two week period; an employee on a 4/10 work schedule would have a ten-hour working day; an employee working a 11½-hour schedule would generally have six 11½-hour working days and one 11-hour working day in a two week period.

H. Work Week

The work week for all schedules shall begin on Sunday and end on Saturday. The City may adjust the work week definition for modified work schedules to be in compliance with the Fair Labor Standards Act.

I. Official Personnel File

The term “official personnel file” as used in the Agreement refers to the file maintained by the City Human Resources Department which contains personnel records concerning an employee.

Section 1.06 Management Rights

- A. There are no provisions in the MOU that shall be deemed to limit or curtail the City in any way in the exercise of the rights, powers, and authority which the City had prior to entering into this MOU unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers and authority.

- B. The rights of the City include, but are not limited to:
1. The exclusive right to determine the mission of its constituent departments, commissions, and boards.
 2. Set standards of service.
 3. Determine the procedure and standards of selection for employment and promotion.
 4. Direct its employees.
 5. Relieve its employees from duty because of lack of work, or for other legitimate reasons.
 6. Maintain efficiency of government operations.
 7. Determine the methods, means and personnel by which government operations are to be conducted.
 8. Determine the content of job classifications.
 9. Take all necessary actions to carry out its mission in emergencies.
 10. Exercise complete control and discretion over its organization and the technology of performing its work.
 11. Discharge, suspend, demote, reprimand, and withhold salary increases and benefits, or otherwise discipline employees for cause.
 12. Establish reasonable employee performance standards, including, but not limited to, quality and quantity standards, and require compliance herewith.
- C. Where required by law, the City agrees, prior to implementation, to meet and confer with the Union to discuss the impact of the exercise of a City right upon wages and hours and other terms and conditions of employment of bargaining unit members unless the impact consequences of the exercise of a management right upon the bargaining unit members are provided for in this MOU, Personnel Rules and Regulations or Departmental Rules and Regulations.

Section 1.07 Employee Rights

- A. The City shall afford regular employees the procedural due process safeguards as set out in the published decisions of the California courts.
- B. An employee shall have right of Union representation when the employee reasonably anticipates that such a meeting is for the purpose of disciplining the employee, or is to obtain facts to support disciplinary action that is probable, or that is being seriously considered. The employer shall tell the employee and the

Union Business agent representing the said employee being investigated prior to any administrative investigative interview, the reason said employee is being investigated.

Article II. EMPLOYMENT PROVISIONS

Section 2.01 Probationary Period

A. Objective

The probationary period is to be regarded as an integral part of the testing procedures and shall be utilized for closely observing an employee's work and adjustment within the organization. During the probationary period, the City shall coach and provide direction to the employee to assess the employee's adaptability to the City's work environment and if they are fully qualified for employment in the classification. Upon extension of a probationary period the City will continue to provide direction to the employee in an effort to assist the employee in meeting the probationary requirements.

B. Length

1. An original appointment is defined as an appointment of a new hire, rehire, or temporary/part-time employee being appointed to a regular position. All original appointments to the Police Dispatcher Trainee classification shall be subject to a probationary period of 18 months. All other original appointments shall be subject to a probationary period of 12 months.
2. A promotional appointment is defined as the appointment of a current full-time employee who is promoted into another full-time position. Promotional appointments into the classifications of Fire Dispatch Supervisor, Senior Fire Dispatcher, Fire Dispatcher, Fire Dispatcher Trainee, Police Dispatch Supervisor, Senior Police Dispatcher, and Police Dispatcher, shall be subject to a probationary period of 12 months. A promotional appointment into the Police Dispatcher Trainee classification shall be subject to a probationary period of 18 months. All other promotional appointments for employees who have attained regular status in a prior classification shall be subject to a probationary period of 6 months. Promotional appointments for employees who have not attained regular status in a prior classification shall be subject to a probationary period of 12 months. Time served during a temporary promotion does not count toward the probationary period in the higher classification.
3. If a probationary employee is on leave for more than 30 consecutive calendar days during the probationary period, that employee's probationary period shall be extended by the duration of the employee's consecutive leave. The Department Head may also extend an employee's probation by up to a total of six months upon written notice delivered to the employee prior to the completion of his/her probationary period.

C. Probationary Release

During the probationary period, an employee may be terminated by the Department Head without cause and without right of appeal. Notification shall be in writing to the employee and may be given without advance notice.

An employee who is released while serving a probationary period after promotion shall be returned to their previous classification provided the employee had regular status in that classification.

Section 2.02 Hours of Work

A. Meal Time

All employees assigned to work the forty (40) hour work week schedule shall be entitled to one (1) meal time for eight (8) or more consecutive hours worked.

All meal time taken is considered non-work time and to be without pay. The schedule for meal breaks shall be determined by management, taking into consideration the continuity of services provided to the public, and the convenience of the employee.

In no case will meal breaks be permitted to exceed one (1) hour, or can they be taken at the beginning or end of a work schedule.

B. Breaks - Rest Periods

Employees assigned to the forty (40) hour work week schedule may receive two (2) break-rest periods for each eight (8) hour day actually worked, and a break-rest period of fifteen (15) minutes for each four (4) consecutive hours of overtime worked. Break-rest periods are a benefit and not a right, and time must be earned as any other benefit and is computed at the rate of fifteen (15) minutes per four (4) hours worked, or major fraction thereof. The procedures to be followed in providing rest periods, sometimes referred to as "coffee breaks" shall include the following:

1. Rest periods are scheduled or rescheduled by management as job requirements dictate.
2. The rest period shall consist of fifteen (15) minutes cessation of work and will include time involved in going to and coming from a rest area.
3. Rest periods are not accumulative and shall not be added to any lunch hours, vacation, or any other form of authorized absence from work.

Section 2.03 Transfers and Job Changes

- A. A transfer is the movement of an individual from one department to another while remaining in the same classification with similar duties and responsibilities. A transfer may be initiated at any time by the City Manager upon the

recommendations of the Department Heads concerned, or to meet the service needs of the department. All transfers must be within comparable classes, and no person shall be transferred to a position for which the employee does not possess the minimum qualifications. A transfer shall not be used to circumvent the minimum qualifications. A transfer shall not be used to circumvent the regulations surrounding promotion, demotion, advancement or reduction. If the employee being transferred has attained regular status in his or her classification, a new probationary period shall not be required. If a probationary employee is being transferred, the employee will be required to complete the probationary period based on the original end-of-probation date.

- B. Vacant positions within a classification may be filled by transfers on the basis of seniority by other employees within that classification provided that such a transfer shall not be detrimental to the mission of that department. In the event an employee requests a transfer and such transfer is not approved, the employee and the affected employee's organization shall be notified of the reason therefore in writing within 10 working days.
- C. A job change is an employee's voluntary movement into another classification at the same salary range or within 1%. A downward movement to a salary range within 1% will not be considered a demotion as defined in the Personnel Rules and Regulations. A job change may be affected at any time by the City Manager upon request of the employee and recommendations of the Department Heads concerned or to meet the needs of City service. An employee changing jobs must possess the minimum qualifications for the new classification. The probationary period requirement and return rights for job changes shall be the same as for promotions.

Section 2.04 Promotions/Appointments From Within

The City shall consider offering vacant positions on a promotional basis to employees who meet the minimum requirements of the vacant positions.

Section 2.05 Layoff Procedures

- A. The City Manager may layoff regular and probationary employee(s), at any time for lack of work or other changes that have taken place. The City shall provide the Union with 30-day notice to begin employee impact discussions. The employee(s) will be given two weeks' notice before such a layoff is to take place. The City shall meet and consult with the concerned employee organization on such matters as the timing of the layoff and the number and identity of the employee(s) affected by the layoff during the two-week period prior to the proper layoff action.
- B. A demotion or transfer to another department with the City Manager's approval may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification.
- C. In the event of a layoff, those employees with the least service in the classification affected shall be laid off first and be placed on a "Recall List" and shall be eligible

for recall for one year from the date of placement on the list; if a recall begins, the most senior employees laid off in the classifications required shall be recalled first. Strict application of seniority shall prevail unless exceptional circumstances occur of which the concerned employee organization shall be fully apprised in advance. The order of layoff shall be:

1. Temporary employees in the affected classification shall be removed first.
 2. Probationary employees in the affected classification shall be removed next.
 3. Exceptional circumstances may include the desirability of maintaining a balanced department or work unit and retaining employees in the classification, department, or section who have the ability to perform the work available.
- D. The employee scheduled to be laid off shall be entitled to displace to a position in a classification occupied by an employee with less overall City (displacement seniority) seniority provided it is in a position in which the employee formerly held a regular appointment, and is qualified by education and/or experience, and is capable of performing the duties of the classification. The employee with the least displacement seniority shall be displaced by the employee scheduled for layoff. The employee displaced shall be considered as laid off for the same reason as the employee who displaced them, and shall in the same manner, be eligible to displace to a position in a classification in which the employee formerly held a regular appointment and is qualified by education and/or experience, and is capable of performing the duties of the classification.

Failure to return to work from layoff within 15 calendar days after notice to return by certified or registered mail to the employee at his/her last known address on file with the City Human Resources Office or by personal delivery shall constitute the employee's waiver to return to work and eliminates any future re-employment responsibilities placed on the City. The employee will also be notified by personal email if such has been provided to the City.

Article III. CLASSIFICATIONS

Section 3.01 New Classifications

The City agrees to meet and confer with the Union on any new classification approved, which appropriately should be added to the unit covered by this MOU.

Section 3.02 Higher Classification Work

- A. Any employee who temporarily performs the duties of a position in a higher classification for 80 consecutive hours shall continue to receive his/her normal rate of pay. The Department Head or designee shall determine and specifically assign, in writing, an employee to perform all of the significant duties of the higher classification. Any subsequent work (81 consecutive hours or greater) performed by the employee in the higher classification shall entitle the employee to be paid at the normal rate of pay for that classification while performing such duties with two exceptions:

1. If more than 12 months has elapsed since the employee has last performed the work of the higher classification, the supervisor may require a performance test, not to exceed a normal working day at the employee's normal rate of pay.
 2. In the instances where new equipment or new operational procedures are involved, the supervisor may require a training period not to exceed 16 hours at the employee's normal rate of pay.
- B. In those instances where training is not involved, and if, in the supervisor's opinion, an employee is proficient in the higher classification, management has the authority to pay that employee at a higher classification pay rate.
- C. The higher salary rate payable shall commence on the 81st working hour following the temporary reassignment to the performance of duties of the higher classification. The higher rate of pay shall be defined as a five percent increase in pay or step one of the higher classification, whichever is greater.
- D. Employees temporarily assigned to perform duties of the higher classification must meet the minimum qualifications of the higher classification and must be capable of handling major duties of the higher classification without any more supervision than another would in the same job.
- E. This assignment shall continue until the City no longer requires the employee to perform the duties of such assignment.
- F. At the end of such assignment the employee performing the temporary assignment shall be returned to his/her original position and salary range.

Section 3.03 Certifications/Licensing

When the City determines that a reclassification of a position requires an employee to obtain a specialized license or certificate, or if such a requirement is established for the position by a federal or state agency and/or county or special district during an employee's employment in the position, the City agrees to assume the cost for such certification or license. The City may pay directly or reimburse the employee if the employee presents proof of payment. This provision shall not apply if the classification is identified as part of the City's Educational Incentive Program as outlined in Article XV of the City's Personnel Rules and Regulations.

Section 3.04 Classification Review

- A. The City commits to review and develop job descriptions for all classifications without a job description in the bargaining unit within 12 months of ratification of this agreement by the parties.
- B. Employee(s) may request a classification review of his/her position. Such request shall be forwarded through the line of supervision to the Human Resources Director.

- C. Employee(s) shall not submit a subsequent request prior to 18 months after completion of any previous classification review unless the employee's position has undergone a considerable change in duties and responsibilities.
- D. Employee(s) shall be notified in writing by the Human Resources Director of the classification review decision within 120 day of the receipt of the request.

Section 3.05 Classification Review Appeal

- A. An employee may appeal the decision of a classification review no later than 10 working days after such results have been provided to the employee. Such an appeal shall be filed with the Human Resources Department. Such an appeal shall include a detailed statement by the employee indicating his/her reasons for disagreement with the classification review decision.
- B. An authorized representative from the Human Resources Department shall hold a meeting with the employee no later than 14 working days after the classification review appeal filing. The authorized representative shall not be the same person who conducted the initial classification review. This individual shall respond in writing to the employee no later than 21 working days after the meeting with the employee.
- C. If the employee is not satisfied with the decision from Human Resources the employee may appeal the decision to the City Manager within 10 working days from Human Resource's response. The City Manager shall review and respond in writing to the appeal within 10 working days of such appeal. The City Manager's response shall be final.
- D. Provisions within this section shall not be subject to the grievance procedures of this MOU.

Article IV. COMPENSATION

Section 4.01 Salary

The City agrees to implement the following salary increases for employees covered by this agreement:

- A. Effective July 9, 2017, employees within the unit will receive a 3% increase in base salary.
- B. Effective July 8, 2018, employees within the unit will receive a 3% increase in base salary.
- C. Effective July 7, 2019, employees within the unit will receive a 3% increase in base salary.

Section 4.02 Salary Schedule

Wages for the various classifications are set forth in Appendix "A."

Section 4.03 Overtime

- A. The City reserves the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the public interest and the requirement of municipal employment. The City further reserves the right to determine appropriate classification for overtime assignment, and those qualified for assignment, and the ability to utilize employees within appropriate classifications from departments other than that requiring the overtime.
- B. Overtime shall be paid for over 40 hours in any one week or over the employee's regularly scheduled hours within the day at the rate of one and one-half (1½) times the normal hourly rate.
- C. Those employees eligible to receive overtime compensation may receive pay or may elect to receive compensatory time off at a rate equivalent to overtime pay. However, if overtime is worked pursuant to a grant, and the grant requires that the overtime be compensated as pay, then the employee must receive pay and not compensatory time.
- D. Every effort shall be made to allow the compensatory time to be utilized in conjunction with the employee's regularly scheduled days off.

Section 4.04 Conversion of Compensatory Time

- A. All compensatory time shall be recorded in the employee's compensatory time bank.
- B. All employees may retain a balance of all unused compensatory time not to exceed 240 hours at any given time, except for Fire Dispatch Supervisors, Senior Fire Dispatchers, Fire Dispatchers, Fire Dispatcher Trainees, Police Dispatch Supervisors, Senior Police Dispatchers, Police Dispatchers and Police Dispatcher Trainees who may retain up to 480 hours.
- C. Upon separation from the City, the employee shall be paid for any unused compensatory time.
- D. Employees may also convert accrued compensatory time to salary as provided for in Section 5.02(C).
- E. When an employee has accumulated the maximum allowable hours of compensatory time for their classification, no further compensatory time shall be accumulated, and the employee shall only be eligible for overtime pay in accordance with this MOU.

Section 4.05 Standby

A. Standby for Court Appearance

Employees required to be on standby while off duty for City-related possible court

appearances, but not requiring actual court appearances, shall be entitled to accrue four hours of straight compensatory time except as modified by Item 4.05(A)(2) below.

1. If the employee, on morning court session standby, is not excused and is notified of a requirement for afternoon court session standby, the employee shall be entitled to an additional four hours of compensatory time for the afternoon session except as modified by Item 4.05(A)(3) below.
2. If an employee has been on standby and subsequently is required to appear in court, the employee shall be entitled to receive only the pay for court appearance as provided under current policy for court appearance.

B. Standby for Water Production Operator

1. Employees in the Water Production Operator classification shall be assigned to be in a stand-by rotation on a continuous basis. Employees in the Water Production Operator classification shall not receive additional stand-by compensation.
2. Employees shall receive compensation as provided for in Section 4.06 Call Back.

Section 4.06 Call Back

- A. Any employee, except for an employee in the Forensic Specialist series assigned to on-call duty pursuant to Section 4.07, who is called back to work outside of their regular working hours, shall be compensated for time as follows:
 1. When required to respond without physically returning to work, an employee shall be paid for actual time worked.
 2. When required to physically return to work, an employee shall be guaranteed a minimum of two hours pay at time and one-half the employee's regular hourly rate.

Section 4.07 On-Call Duty

- A. Unit employees in the classifications of Forensic Specialist Supervisor, Lead Forensic Specialist, Forensic Specialist, and Forensic Specialist Trainee shall be eligible to receive compensatory time as compensation for on-call duty. Employees who are assigned to be on-call for a seven consecutive calendar day period shall receive 16 hours of compensatory time for each week of such duty, at straight time.
- B. The Department Head shall determine if a Fire Dispatcher or Senior Fire Dispatcher and Police Dispatcher or Senior Police Dispatcher has sufficient knowledge to perform the on-call duties and is eligible to participate in the on-call program provided they are qualified to do so.

- C. Employees on-call are required to respond to call-outs within a reasonable period of time, depending on the nature of any particular call-out problem. In order to assure a reasonable response time, employees on-call are required to either carry a City-provided "beeper" or leave word with the Police Department Watch Commander where they can be reached by telephone when not at their place of residence. An employee on-call may exchange on-call duties with another employee receiving on-call pay, subject to the approval of the immediate supervisor.
- D. The Department Head shall establish a seniority-based list of all employees qualified to perform on-call duty. Each employee on the list shall have the opportunity to accept or decline on-call duty. In the event the senior employee at the top of the list declines the on-call duty, his/her names shall be placed at the bottom of the list and the next senior employee shall be given the opportunity to accept or decline the assignment. This process shall be repeated until one individual per assignment has accepted the assignment for that rotation. In the event no employee on the list accepts the assignment, the Department head, or authorized representative, may appoint employees from the list in order of the least senior employee first.
- E. The employees selected to serve on-call duty through the process set forth above shall continue in their assignment for a period not to exceed six consecutive months unless such employees are reselected utilizing the procedures set forth above.

Section 4.08 Court Appearances Compensation

Employees who are required to appear in court on behalf of the City during off-duty time shall be reimbursed for the actual time in court starting from the time they are scheduled to appear in court at the rate of time and one-half. The employee shall receive a minimum of two hours at the rate of time and one-half for a morning appearance and two hours at the rate of time and one-half for an afternoon appearance.

Section 4.09 Shift Differential

- A. The City shall pay a shift differential of \$1.00 per hour for all hours worked by an employee when a majority of his/her regularly scheduled shift hours occur before 7:00 A.M. or after 5:30 P.M.
- B. Employees who are entitled to shift differential pursuant to Section 4.09(A) shall receive shift differential for any overtime worked, regardless of the hours of the day the overtime is worked.
- C. Employees who are not entitled to shift differential pursuant to Section 4.09(A) shall not receive shift differential for any overtime worked, regardless of the hours of the day the overtime is worked.
- D. Shift differential shall be paid for compensatory time used for those employees eligible to receive shift differential. Shift differential shall not be paid on other leave

time, including but not limited to vacation, sick, holiday, jury duty, or military leave. Shift differential shall not be paid on leave cashed out.

Section 4.10 Matron Duty

Unit employees in the classification of Senior Police Records Specialist, Police Records Specialist and Police Records Specialist Trainee assigned by the Police Chief to perform Matron Duty shall receive an additional 1½% of the employee's base salary. The Police Department shall make such assignment in writing.

Section 4.11 Training and Lead Duties Differential

Employees classified as Fire Dispatcher or Senior Fire Dispatcher and Police Dispatcher or Senior Police Dispatcher and Police Records Specialist, shall receive an additional five percent of their base salary, when assigned training duties or lead duties by the Police Department. The Police Department shall make such assignment in writing.

Section 4.12 Skills and Certifications

A. Bi-Lingual

Employees assigned by the Department Head to perform bilingual translation as part of their regular duties, shall be entitled to bilingual differential pay. The Department shall make such assignment in writing. Such differential shall apply regardless of the total time

required for such translation. Employees in such positions must be certified as competent in transition skills by the Human Resources Department to be eligible for compensation.

1. Employees eligible for bilingual pay shall receive \$100 per pay period.

B. Notary

Employees assigned by the Department Head to perform notary duties as part of their regular duties shall receive additional compensation. Each full-time unit employee who meets the eligibility requirements, and is designated by the applicable Department Head and Human Resources Department to receive notary pay shall be compensated at the rate of \$25 per pay period.

Unit employees receiving notary pay shall also maintain their commission from the California Secretary of State. The City shall also pay for the cost of necessary stamps, journals, supplies, and fees associated with State and/or County requirements, as applicable.

C. Combination Building Inspector Classification

1. Effective July 11, 2004, the City converted from the Uniform Building Code (UBC) certification program to the International Code Council (ICC) program. In accordance with the ICC Legacy Certification Program, the City will

recognize the following UBC certifications as equivalent to the ICC certifications.

UBC Certification	ICC Certification
Combination Building Inspector	Combination Inspector
Combination Dwelling Inspector	Residential Combination Inspector
Building Inspector	Building Inspector
Electrical Inspector	Electrical Inspector
Mechanical Inspector	Mechanical Inspector
Plumbing Inspector	Plumbing Inspector
Building Plan Examiner	Building Plans Examiner

2. The new ICC certification requirements below only apply to new employees hired on or after July 11, 2004.

The certification requirements for specified Building Inspector classifications are defined as follows:

- a. Combination Building Inspector – 2 certifications
Residential Building Inspector (RBI) and
Commercial Building Inspector (CBI)
 - b. Senior Combination Building Inspector – 6 certifications
RBI and CBI plus any 4 of the following:
Residential Electrical Inspector
Residential Mechanical Inspector
Residential Plumbing Inspector
Commercial Electrical Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
3. Employees in the Combination Building Inspector classification will be promoted to the Senior Combination Building Inspector classification upon attainment of required ICC certifications defined in 4.12(C)(2). The employee must provide proof of the required ICC or UCB equivalent certifications prior to promotion.
 4. The City will continue to provide for job-related training such as CALBO and other code administration courses, subject to approval of management as described in Article 6.07 Employee Training.
 5. Upon expiration of the employee's UBC certifications, employees will be required to recertify under the ICC program requirements.
 6. The City and Teamsters Local 1932 agree to delete City of Ontario Personnel Rules and Regulations Rule XV, Section 4.A.8.
 - a. A 2.5 percent of base pay salary increase will be provided to employees in the following classifications who hold a valid UBC or ICC Residential Building Inspector certification:

Code Enforcement Officer
Senior Code Enforcement Officer
Supervising Code Enforcement Officer

- b. A 7.5 percent of base pay salary increase will be provided to employees in the Senior Combination Building Inspector and Senior Combination Building Inspector/Plan Checker classifications who hold a valid ICC Combination Inspector certification or the UBC equivalent.
- c. A 2.5 percent of base pay salary increase will be provided to employees in the classifications of Senior Combination Building Inspector for each of the following ICC or UBC equivalent certifications: Building Plans Examiner, Electrical Plans Examiner, Mechanical Plans Examiner, and Plumbing Plans Examiner. The maximum total increase for the plans examiner certifications will not exceed 10 percent of base salary.
- d. Any employee formerly in the Senior Building Inspector (currently Senior Combination Building Inspector) classification receiving the 2.5% incentive described in City of Ontario Personnel Rules and Regulations Rule XV, Section 4.A.8 as of July 11, 2004 and who does not qualify for the 7.5% ICC Combination Inspector certification incentive described in Section 4.12(C)(6)(b) will continue to receive the 2.5% incentive for the duration of their employment in the Senior Combination Building Inspector classification. This provision will only apply to employees in the Senior Combination Building Inspector classification as of July 11, 2004 and not to any newly hired or newly promoted employee.

D. Forensic Certification Pay

Forensic Specialist/Trainee, Lead Forensic Specialist and Supervising Forensic Specialist shall receive additional salary compensation of 2.5% of base pay for possession of a Latent Print or Crime Scene I, II, or III certificate from the International Association of Identification (IAI). Eligible employees can receive a maximum of 2.5% additional compensation regardless of the number of certifications they possess. Eligible employees shall be responsible for all costs and time associated with the educational or training requirements to obtain such certificates. Merit increases are administered in accordance with the City Personnel Rule XI, as repeated below.

Section 4.13 City Personnel Rules – Salary Adjustments

Section 1. Application of Rates

Employees occupying a position in the City service shall be paid at the rate established for their position. All original appointments shall be made at the minimum wage for the position, except when in the opinion of the City Manager circumstances warrant appointment at a higher step.

Section 2. Anniversary Date

Each employee's anniversary date will coincide with his/her appointment to a new position in a different classification. All employees will retain their current anniversary dates until appointed to a new classification provided, however, that no employee shall receive more than one merit increase within any six month period. Any employee who is within ninety (90) days of achieving a merit raise at the time of promotion shall be entitled to an increase for the promotion and an increase for the merit step. All future increases while in that classification shall be in accordance with Section 3 below. The date of appointment shall be used to compute vacation, sick leave, and retirement benefits.

The anniversary date of employees who take a leave of absence without pay for more than sixty (60) continuous calendar days will be extended by the length of the absence from work over sixty (60) days adjusted to the start of the nearest pay period.

Section 3. Advancements

The advancement of an employee is not automatic, but the result of increased service value to the City. Service value shall be determined by recommendation of the Department Head, length of service, personal performance record, special training, and any other evidence that illustrates the desire of the employee to do a better job.

The five levels of advancement for each full-time and part-time position are granted according to the conditions outlined in Section 1 and 2 and the preceding paragraph. The merit increase effective date is the closest payroll period to the employee's anniversary date.

- Step 1 - Entrance Level
- Step 2 - After six months service
- Step 3 - After one year at Step 2
- Step 4 - After one year at Step 3
- Step 5 - After one year at Step 4

Article V. LEAVES – PAID AND UNPAID

Section 5.01 Holidays

- A. The following paid holidays, except as provided in provision 5.01 (B) below, shall be observed on the day specified.

New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October

Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving Day	Day after the 4 th Thursday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st

- B. For non-shift employees, any holiday listed in provision 5.01(A) which falls on Sunday shall be observed on the following Monday.
- C. Any holiday which falls on an employee's regular day off shall be compensated either as straight compensatory time or pay at the employee's option. The employee shall receive straight compensatory time or pay equal to their workday, not to exceed 10 hours per holiday, as follows:
1. Employees on an 8-hour per day work schedule shall receive 8 hours of compensation.
 2. Employees on a 4/10 work schedule shall receive 10 hours of compensation.
 3. Employees on an 11.5 hour schedule shall receive 10 hours of compensation.
 4. Employees on a 9/80 work schedule shall receive compensation in accordance with their scheduled work day, as follows:
 - a. Employees shall receive the number of hours they were scheduled to work the day the holiday is observed (e.g. 9 or 8 hours).
 - b. If the holiday falls on the employee's regularly scheduled or "flex" day off, the employee shall receive 9 hours of compensation.
- D. Employees shall not be eligible for holiday pay for any pay period for which the employee either:
1. has an unapproved leave of absence during the pay period, or
 2. is on a leave of absence without pay for the entire pay period.
- E. Any employee who is required to work on a holiday shall receive 1½ times the normal hourly rate.
- F. The parties agree that at the City Manager's discretion, City Hall may be closed between and including Christmas Eve through New Years. During this time, employees shall use applicable accrued time to cover the period of closure.

Section 5.02 Vacation

A. Vacation Accrual Rates

1. Beginning with their date of hire, employees shall accrue vacation hours evenly over 26 pay periods each year as follows:

YEARS OF SERVICE	HOURS/YEAR
0 – 1	80
2	88
3	96
4	104
5	112
6	120
7	128
8	136
9	144
10 – 11	152
12	160
13	168
14	176
15 & More	184

2. Vacation shall be accrued based on paid hours on a pro-rated basis. For example, if an employee is paid for 40 hours in an 80-hour pay period, the employee shall earn one-half of the normal accrual. Paid hours include regular work time, compensatory, holiday, vacation, bereavement, sick, personal, jury duty, military, and disciplinary leaves. It excludes amounts paid by any disability benefits, including short-term disability and workers' compensation.

B. Maximum Vacation Accrual

The maximum vacation accrual balance shall be 500 hours. Once the employee has a vacation accrual balance of 500 hours, no vacation hours will be accrued until the balance drops below 500 hours.

C. Vacation and Compensatory Time Conversion to Salary

1. Unit employees may convert a minimum of 8 hours and a maximum of 200 hours of vacation and/or compensatory time each calendar year. Employees will have two conversion request opportunities each calendar year as specified in Section 5.02(C)(2). The total number of hours converted per calendar year shall not exceed 200. Such conversion shall be at the unit employee's base rate of pay that is in effect at the time of such conversion. Employees cannot convert balances below 40 vacation hours.

2. Conversion requests shall be submitted on City forms to Payroll. The deadlines for conversion requests are as follows:

Request Due Date	Payment
2 nd Friday in May	1 st payday in June
2 nd Friday in November	1 st payday in December

Section 5.03 Sick Leave

- A. Employees are entitled to sick leave for:

1. Any bona fide illness or injury
2. Quarantine due to exposure to contagious disease.
3. Any treatment or examination including, but not limited to, medical, dental, or ocular.
4. Death in the immediate family.
5. Sickness of immediate family as provided for in Section 5.03(B).
6. Resolution of issues related to the employee being a victim of domestic violence, sexual assault, or stalking.

- B. Employees may use up to 48 hours of sick leave per calendar year for sickness within the employee's immediate family in accordance with California Labor Code Section 233 (KinCare).

1. Immediate family for this provision shall be consisted with the definition of "family member" in California labor code section 245.5 (4)(c). This definition includes the following relationships relative to the employee: child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; 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; spouse; registered domestic partner; grandparent; grandchild; sibling.
2. If applicable, leave taken pursuant to this provision will be counted concurrently with other family leaves.
3. Employees must inform their supervisor when requesting the leave that the leave is being taken pursuant to this provision ("KinCare" leave).
4. This provision may be changed if any changes are made to Labor Code Section 233.

Employees are not entitled to sick leave for illness or injury arising out of

employment, other than employment for the City, for monetary gain or other compensations, or by reason of engaging in business or activity for monetary gain or other compensation.

- C. Employees accrue sick leave at the rate of 96 hours per calendar year accrued evenly over 26 pay periods on a pro-rated basis based on paid hours as defined in Section 5.02(A)(2).
- D. There shall be no limit on the amount of sick leave that may be accrued by an employee.
- E. Sick Leave shall not be taken as vacation or compensated for in money at any time.
- F. When an employee has been on sick leave, the City reserves the right to make any investigation of the illness it deems necessary, even to the requiring of a doctor's certificate. On the first day of illness, the employee must notify the department before the end of the first hour after the shift begins if the employee is to receive sick leave credit.
- G. All determinations of sick leave shall be made by the Department Head concerned, subject to the approval of the Human Resources Director.

Section 5.04 Personal Leave

- A. Employees may use any compensatory time they have accrued, but no more than three working days of sick leave per calendar year, as paid personal leave, provided an or other urgent and justifiable cause is presented at the time the request is made for:
 - 1. Bereavement leave for other than members of the employee's immediate family (immediate family is defined in Section 5.05(A) below);
 - 2. Court appearances when required to be present;
 - 3. Any other personal need requiring a leave during working hours when approved by the Department Head or their authorized representative.
- B. Employees must provide no less than two days written notice. Failure to provide such notice shall result in such leave to be taken without pay. The supervisor shall waive the two-day notice required provided the employee can demonstrate an urgent and justifiable reason for not providing the required notice.
- C. Personal leave shall be charged against any unused sick leave, vacation, or compensatory time the employee has accumulated provided there is no conflict with the conditions outlined above. Additional leave may be authorized by the City Manager from any leave accrued, or without pay.

Section 5.05 Bereavement Leave

- A. In the event of a death in an employee's immediate family, the employee shall be granted three working days paid bereavement leave (or five working days if death is outside the State boundaries or in excess of 250 miles from the employee's home). Immediate family for this provision shall be consisted with the definition of "family member" in California labor code section 245.5 (4)(c) or successor legislation unless stipulated by law. This definition includes the following relationships relative to the employee: child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; 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 (i.e. parent, stepparent, mother-in-law, father-in-law); spouse; registered domestic partner; grandparent; grandchild; sibling. Such bereavement leave shall not be charged against the employee's sick leave, vacation or accrued compensatory time.
- B. Employees shall be granted one working day paid personal leave to attend the funeral of an aunt, uncle, cousin, niece or nephew.
- C. Employees may be excused by Department Heads to attend the funeral of deceased City employees without loss of pay.
- D. Employees may be required to furnish evidence satisfactory to the City of the family member's death and the employee's relationship to the deceased family member.

Section 5.06 Family Medical Leaves

- A. Family Leave shall be granted in accordance with the California Family Rights Act (CFRA) of 1991 and the Family and Medical Leave Act (FMLA) of 1993, and any modified provisions and interpreted regulations for those respective statutes. For information concerning FMLA or CFRA, contact the Human Resources Department.
- B. Maternity, Paternity and Family Medical Care Leave of up to 12 weeks shall be granted in accordance with FMLA and CFRA statutes.
- C. Employees may utilize up to six weeks of accrued sick leave for leave of absences for care of family members that fall under the provisions of the FMLA and CFRA. This sick leave shall be used prior to the unpaid provisions of FMLA or CFRA. Both paid and unpaid time during an approved FMLA/CFRA leave of absence shall run concurrently with FMLA/CFRA leave.
- D. Employees are required to use up to 80 hours per pay period of all eligible leave accruals, or the number of hours for full integration if integrating with disability programs, up to 80 hours per pay period. Employees are not permitted to take time off without pay if eligible leave accruals are available. Eligible leave accruals include, but are not limited to, vacation and compensatory time for any purpose,

and sick leave accruals if used for qualified medical, bereavement, or personal reasons as defined in this Article.

Section 5.07 Catastrophic Leave

- A. The City agrees to permit employees to contribute a portion of their accrued leave credit to another employee when such employee is on an approved leave of absence due to a verifiable illness or injury, caused by either physical or mental impairment.
- B. The City also agrees to permit employees to contribute a portion of their accrued vacation and/or compensatory time to another employee when such employee is on an approved leave of absence due to the verifiable illness or injury of the employee's spouse, domestic partner, parent or child. Sick leave may not be donated under this provision.
- C. All Catastrophic Leaves are subject to the following conditions:
 - 1. The Human Resources Department shall review all requests from the receiving employee to determine eligibility for catastrophic leave prior to the receiving employee or his/her Department requesting donations.
 - 2. Catastrophic illness or injury is defined as an unforeseen or sudden, unexpected illness or injury requiring immediate attention. Pregnancy is excluded from this provision; however, injuries or illnesses resulting from a pregnancy may be covered under this provision with a statement from the employees treating physician as the final authority.
 - 3. The receiving employee shall be on an approved continuous leave of absence for over 40 hours due to the illness or injury. A statement from the employee's or family member's treating physician is required.
 - 4. The receiving employee has exhausted all accrued leave and is therefore facing financial hardship.
 - 5. The total number of hours that can be donated to the receiving employee from all contributing employees combined shall not exceed 520 hours within 26 consecutive pay periods.
 - 6. The donating employee must have at least 96 hours sick leave remaining after such donation and the leave application rate shall be based on the donating employee's dollar value, which shall be adjusted proportionally to the receiving employee's rate.
 - 7. The donations must be in whole hour increments. The amount of the donation credited each pay period shall be in accordance with the receiving employee's needs.
 - 8. The donations are irrevocable, and shall be indistinguishable from other sick

leave credits belonging to the receiving employee. Donations shall be subject to all taxes required by law.

9. Donations shall be made on a Catastrophic Leave form prescribed by the Human Resources Department.

Section 5.08 Jury/Witness Duty

- A. In the event any full-time employee is duly summoned to any court during their scheduled working hours for the purpose of performing jury service or serving as a witness, except in cases where the employee is a plaintiff, petitioner, defendant, respondent, or appellant; the employee shall be released from their regular duties with pay. Any fees for the performance of such service, excepting mileage or subsistence allowances, shall be remitted to the City.
- B. Any employee called for jury duty in Rancho Cucamonga must return to work if dismissed before 3:00 pm. If the employee is called to San Bernardino, the employee must return to work if dismissed by 2:00 pm. Upon return from jury duty, the employee shall present a certificate of service to their department.
- C. This section shall not apply when an employee is summoned or otherwise required to appear in court in the course of City business.
- D. The City shall convert a shift employee's regularly scheduled shift to a day shift during the period of jury duty.

Article VI. BENEFITS

Section 6.01 Health Insurance Contribution

The City shall contribute up to a maximum of \$204.67 per month toward health insurance premiums for active and retired employees. This amount is inclusive of the minimum statutory employer contribution under CalPERS medical (PEMHCA) for active employees who choose to enroll in the City's medical plan.

Section 6.02 City Contributions to Cafeteria Plan Benefits

A. Medical, Dental, and Vision Contributions

1. The City will maintain an IRS Code Section 125 qualifying Cafeteria Plan to allow employees to pay for pre-tax medical, dental, and vision benefits.
2. **Enrollment:** An eligible employee must enroll in City medical insurance plan unless the employee satisfies the conditions to be eligible for the opt out provision below. The City's lowest cost employee-only plan satisfies the Federal Poverty Line Safe Harbor under the Patient Protection and Affordable Care Act.
3. **City Contribution:** For eligible active employees who enroll in coverage, the

City Contribution, inclusive of the Health Insurance Contribution set forth in Section 6.01(A), shall be tiered. Employees who enroll in the City's medical plan shall receive a Health Flex Contribution depending on the level of coverage selected by the employee as follows:

Single Coverage	\$745
Two-party Coverage	\$1,100
Family Coverage	\$1,435

4. Beginning January 1, 2018 and each January thereafter, the City Contributions listed above will adjust each year based on the percent change in Kaiser rates for the CalPERS Los Angeles area. This yearly adjustment will be equal to the change in Kaiser rates and apply for use on all plans and levels of coverage selected, inclusive of waived coverage. An employee who chooses medical insurance for which the actual monthly premium amount exceeds the maximum monthly employee benefit contribution shall be required to pay the difference in premiums.
5. For purposes of the Affordable Care Act's employer mandate, the amount of the lowest cost plan offered to the Eligible Employee is considered a Health Flex Contribution. A Health Flex Contribution cannot be cashed out or applied to other benefits.
6. After enrolling in the selected coverage, an Eligible Employee may take the remainder of the City's Contribution in cash.
7. **Cash-in-Lieu Option**: An eligible employee will be eligible to receive cash-in-lieu of instead of enrolling in a City offered medical insurance plan only if the following conditions are satisfied.
 - a. The employee signs a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt-Out Period.
 - i. Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies.
 - ii. Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).
 - iii. Opt-Out Period means the plan year to which the opt out arrangement applies.
 - b. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive cash-in-lieu.

- c. The cash-in-lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this Section. are not otherwise satisfied.
 - d. If the above conditions are satisfied:
 - i. Eligible Employees hired on or before November 30, 2001 are eligible to receive \$450 per month cash-in-lieu.
 - ii. Eligible Employees hired on or after December 1, 2001 are eligible to receive \$390 per month cash-in-lieu.
 - iii. Employees hired on or after September 10, 2017 are not eligible to receive cash-in-lieu.
 - e. Beginning January 1, 2018 and each January thereafter, the cash-in-lieu amounts listed above will adjust each year based on the percent change in Kaiser rates for the CalPERS Los Angeles area. This yearly adjustment will be equal to the change in Kaiser rates.
8. **Dental Insurance:** Employees who enroll in the City's dental plan shall receive an employer contribution of \$45 per month. Employees who enroll in a City dental plan that costs less than the City's \$45 employer contribution may receive the excess amount in cash. Employees who do not enroll in the City's dental plan will not receive the \$45 employer for dental premiums or cash.
9. **Vision Insurance:** Employees who enroll in the City's vision plan shall receive an employer contribution equal to the actual single level plan premium, which shall be applied to employee coverage only.

B. Eligibility Requirements

1. Employees must be full-time (i.e. scheduled for a minimum of 40 hours per week) and be in a paid status for a minimum of 15 hours per pay period to be eligible for the benefits of Section 6.02 unless the employee is receiving disability benefits. Paid status includes hours paid for: regular work time, compensatory time off, vacation leave, bereavement leave, sick leave, jury duty leave, personal leave, paid military leave, disciplinary leave, and paid holidays. It does not include amounts paid by any other disability benefits.
 - a. Leaves of Absence: The City will continue its cafeteria plan and health insurance contributions toward employee fringe benefit contributions for a leave of absence due to the employee's own illness or injury not to exceed a total of 26 consecutive pay periods.
 - b. If the leave of absence is not consecutive, the continuation of the contributions toward cafeteria plan benefits shall not exceed 26 pay periods total in an 18-month period.

c. The employee is responsible for payment of any benefit cost above the applicable City Contributions and any voluntary supplemental benefit plans during their leave period. If the employee fails to make timely payments, their benefits will be discontinued.

1. Employees who have leave balances must use all leave accruals available each pay period up to 80 hours, or up to the amount needed to reach 80 hours when combined with disability and workers' compensation payments.

C. Excess Cafeteria Plan Contributions

Any Cafeteria Plan contributions not required to pay toward premiums after an employee has enrolled in coverage shall be paid to the employee in cash.

D. Disability

The City shall pay 100% of the premium toward the City's Disability Insurance Program for employees.

E. Life

The City shall provide \$30,000 term life insurance and \$30,000 accidental death and dismemberment insurance and shall pay the applicable premium amounts. Effective January 1, 2018, the level of coverage for each unit employee will increase to \$50,000 for basic life insurance and \$50,000 for accidental death and dismemberment insurance.

Section 6.03 Insurance Committee

The City agrees to continue the insurance committee, which shall have a representative, designated by the Union as one of its members. This committee shall have the responsibility to review the coverages in the appropriate insurance program; to represent an employee who has a question to the company; and assist in the drafting of specifications.

The committee shall be composed of one representative from the recognized employee units and one representative appointed by the City Manager. The Assistant City Manager shall be an ex-officio member of the committee and entitled to attend all meetings. The committee or any of its members may invite other individuals to participate as resource people whenever the need arises and prior notification is provided the committee chair. Where applicable, meet and confer may be reopened to discuss any proposal of the Insurance Committee approved by the majority of the Committee.

Section 6.04 Retirement

A. Classic Member

1. A classic member is defined as an employee who meets the definition of a "classic" member for purposes of retirement pension benefits in accordance

with the Public Employees Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013 in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS ultimately determines who is a classic member in compliance with the law.

2. Classic members shall be eligible for the 2.5% @ 55 Full and Modified Formula for Local Miscellaneous Members including integration with Social Security. This also includes the optional benefit of Government Code Section 20042, Highest Single Year.
3. All classic members shall pay the employee contribution of eight (8%) percent as a pre-tax deduction to CalPERS.

B. New Member

1. A new member is defined as an employee who meets the definition of a “new” member for purposes of retirement pension benefits pursuant to the Public Employees Pension Reform Act of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013 or former members who have more than a six-month break in service. CalPERS ultimately determines who is a new member in compliance with the law.
2. New members shall be eligible for the 2% @ 62 Formula for Local Miscellaneous Members including integration with Social Security.
3. The employee contribution for new members shall be one-half the normal cost, as determined by CalPERS. As of July 2017, the required employee contribution for new members is 6.25%. This amount will be adjusted periodically by CalPERS.

C. Optional Benefits for Classic and New Members

The City's contract with the Public Employees' Retirement System includes the following optional benefits for both classic and new members:

1. Section 20903 – Two Years Additional Service Credit
2. Section 20965 – Sick Leave Credit
3. Section 21024 – Military Service Credit
4. Section 21037 – Cancel Payment for Optional Service Credit upon Retirement for Disability
5. Section 21548 – Pre-Retirement Optional Settlement Death Benefit

Section 6.05 Uniforms

- A. The City shall pay each Unit employee in the following classifications a uniform allowance of \$400 per year the first paycheck in July for the maintenance, cleaning and normal repair of uniforms worn by the employee in the course of their employment:
1. Code Enforcement series, including Code Enforcement Officer, Senior Code Enforcement Officer, and Supervising Code Enforcement Officer;
 2. Fire Safety Specialist, Senior Fire Safety Specialist;
 3. Forensic Specialist series, including Forensic Specialist Trainee, Forensic Specialist, Lead Forensic Specialist, and Forensic Supervisor;
 4. Plan Checker (Fire Department);
 5. Police Records series, including Police Records Specialist Trainee, Police Records Specialist, Senior Police Records Specialist, and Police Records Supervisor;
 6. Fire Dispatcher and Police Dispatcher series, including Fire Dispatcher Trainee, Fire Dispatcher, Senior Fire Safety Dispatcher and Fire Dispatch Supervisor or Police Dispatcher Trainee, Police Dispatcher, Senior Police Dispatcher, and Police Dispatch Supervisor; and
 7. The following additional non-sworn classifications in the Police Department that are required to wear a uniform: Crime Prevention Specialist, Evidence Technician, Office Assistant, Office Specialist, and Community Service Officer.
- B. The City shall provide eligible Unit employees listed in Section 6.05(A) with an initial set of uniforms as follows:
1. If an employee works a 5/8 or 9/80 schedule, they receive 5 shirts, 5 pants, 1 pair of shoes, 1 belt, 1 jacket, 1 badge, 1 badge holder and 1 business card holder.
 2. If an employee works an 11½ hour or 4/10 schedule, they receive 4 shirts, 4 pants, 1 pair of shoes, 1 belt, 1 jacket, 1 badge, 1 badge holder and 1 business card holder.
- C. Employees in the classifications of Building Inspector, Combination Building Inspector, and Senior Combination Building Inspector shall receive and wear uniform polo shirts with City logo, as designated by the department. Such employees shall not be eligible to receive \$400 per year for the maintenance, cleaning and normal repair of such polo shirts.
- D. Uniforms damaged in the line of duty shall be replaced by the City. Each year the Department Head shall inspect employee uniforms and replace accordingly.

- E. Employees who are required to wear safety shoes shall be reimbursed up to \$125 per fiscal year for such shoes. The shoes shall meet requirements appropriate for the employee's work assignment and classification, as determined by the Agency/Department Head.
- F. The City shall provide uniforms for employees in the classification of Water Production Operator. Water Production Operators are not eligible to receive the \$400 uniform allowance.
- G. In accordance with CalPERS regulations, effective July 1, 2012, any "classic" employee required to wear a full uniform that is rented and maintained by a uniform vendor through a contract with the City shall have the monetary value of the City-provided uniforms reported to CalPERS as special compensation on a bi-weekly basis. The monetary value reported to CalPERS will be reviewed annually by the City based on the pricing for the rental and cleaning of uniforms in the contract between the City and the uniform vendor will be adjusted accordingly when a change in the monetary value occurs. This provision currently applies to a limited number of operational positions in the Municipal Utilities Company and the Parks and Maintenance Department and may include, but is not necessarily limited to, the classifications of Custodial Services Supervisor, Fleet Services Supervisor, Irrigation Conservation Specialist, and Water Production Operator.

Section 6.06 Employee Assistance Program

The City agrees to continue an Employee Assistance Program (EAP) for all employees. The parties agree that the EAP cannot be successful without absolute confidentiality regarding employee/family utilization of the program. Confidentiality shall be maintained in full compliance with State and Federal regulations.

Section 6.07 Employee Training

Any training or educational class approved by management, that provides both the employee and the City with value shall be considered as time worked. Value is defined as course material that is directly related to the employee's job if it aids the employee in handling his or her present job better. This would include any class scheduled on an employee's regular day off.

Section 6.08 Tuition Reimbursement

- A. To provide encouragement for all unit employees to continue educational development, specified employees shall be eligible for reimbursement of tuition expenses. The City shall reimburse an eligible employee for the cost of tuition for academic courses that are determined to be job-related and subject to the following conditions:
 - 1. Regular, full-time, non-probationary employees are eligible.
 - 2. The determination that the course is job related shall be made by the employee's Department Head.

3. The course shall provide college-level credit from an accredited educational institution.
 4. The employee is not eligible for assistance from any other source.
 5. Submission and approval of the request for reimbursement must be completed at least 30 calendar days prior to the start date of the course.
 6. Tuition is the only expense that shall be reimbursable. No reimbursement shall be made for lab fees, books, travel costs, etc.
 7. Classes shall not interfere with the employee's normal work hours.
 8. Certification of completion of the course with a passing grade must be obtained and submitted to the Human Resources Department within 60 calendar days after completion of the course.
 9. The maximum reimbursement amount paid to an eligible employee shall not exceed \$700 per calendar year.
- B. Tuition reimbursement requests shall be submitted to the employee's Department Head for a determination that the course is job-related. After such determination is made, the Department Head shall forward the request to the Human Resources Department for processing. The Human Resources Department shall be responsible for notifying the employee of the disposition of the request prior to the start date of the course. Proof of payment and proof of completion shall be submitted to the Human Resources Department. Reimbursement shall be made within 30 calendar days following the receipt of proof of payment amount and proof of completion.

Section 6.09 Flexible Spending Accounts

The City will offer to all Unit employees the opportunity to participate in Flexible Spending Accounts (FSA). An FSA allows an employee to make pre-tax deductions for qualifying medical, dental and vision expenses, and dependent care expenses. The plan is established and administered in accordance with Section 125 of the Internal Revenue Service code.

Section 6.10 Deferred Compensation

- A. The City will establish a separate Section 401(a) money purchase plan for City (Employer) deferred compensation contributions. Upon ratification of this agreement, the City will contribute \$25 per month to the Section 401(a) money purchase plan for all unit employees. The principal amount of each employee's contribution will be deposited into their account upon approval and establishment of the plan. The City's contribution will increase to \$45 per month effective July 8, 2018.

- B. Employees may continue to voluntarily participate in and contribute to the Section 457(b) deferred compensation plan in accordance with the plan provisions.

Article VII. DISCIPLINARY PROCEDURE

Section 7.01 Due Process and Employee Representation

An employee shall have right of Union representation when the employee reasonably anticipates that such a meeting is for the purpose of disciplining the employee, or is to obtain facts to support disciplinary action that is probable, or that is being seriously considered.

Section 7.02 Disciplinary Procedure

A. The disciplinary procedure provides that:

1. The employee shall receive advance notice of the proposed disciplinary action 10 working days before the action is to be implemented. The notification time frame shall begin the day after the notice of the proposed disciplinary action is served. The notice shall include:
 - a. The specific grounds particular facts, reason and the charges upon which the proposed action is based;
 - b. Any materials, reports, or documents upon which the action is based.
2. The employee and/or Business Agent shall receive notice of the reason for administrative leave no later than eighty (80) hours after being placed on administrative leave, unless the employee is involved in an administrative investigation. If the employee is placed on administrative leave pending an administrative investigation, the employee will receive notice regarding the nature of the investigation prior to the administrative interview. The administrative interview will be conducted within a reasonable amount of time.
3. The employee shall have the right to respond to the proposed disciplinary action, orally or in writing, and shall have such responses considered by an independent reviewer of the proposed action. Such review shall be conducted by the Agency Head for the employee's department prior to the imposition of the disciplinary action. If the Agency Head is proposing the disciplinary action, an alternate City Agency Head shall conduct the review.
4. Following the review of the proposed action, the Human Resources Director shall serve on the employee, by the employee's personal email (if available), registered mail or personal delivery, a statement informing the employee of the results of the review. This statement shall inform the employee of the grounds for the decision and the acts or omissions, which support the grounds. This statement shall also include the employee's appeal rights.

5. The employee shall have 14 calendar days to file an appeal with the Human Resources Director.
6. Appeal Hearings:
 - a. Within 14 calendar days after a serious disciplinary action is imposed, the employee shall have the right to appeal the disciplinary action. An independent Hearing Officer shall hear the appeal. Such appeal shall be conducted as an evidentiary hearing.
 - b. The Hearing Officer shall be selected from a list of names provided by the American Arbitration Association or the California State Mediation and Conciliation Service. The City and the appellant shall alternately delete names; the remaining name shall be selected as the Hearing Officer. As an alternative, the City and the appellant may mutually agree on the selection of a Hearing Officer. The Hearing Officer shall be selected within 15 days after receiving the list of potential Hearing Officers.
 - c. The City and the appellant shall present written summaries of the issues to be considered, witnesses to be called, and any other materials to be considered by the Hearing Officer prior to the hearing. The City or the appellant may request that the hearing be recorded. The Hearing Officer shall schedule the hearing within 30 days after receiving the written materials. The Hearing Officer shall notify the City and the appellant of the date, time, location and estimated length of the hearing, at least 10 calendar days prior to the hearing date. The Hearing Officer may require the submission of written closing statements at the close of the hearing and prior to the issuance of a decision. Such closing statements must be submitted within 15 calendar days after completion of the hearing. The time periods in this Section may be extended by mutual agreement of the City and the appellant.
 - d. After the hearing is completed, the Hearing Officer shall issue findings and a decision to overturn, modify, or uphold the disciplinary action. The Hearing Officer's decision shall be issued within 30 days after the completion of the hearing and the submission of closing statements, if required. The City or the appellant may request that the Hearing Officer's decision be submitted to the City Council for review. Such a request to review must be made in writing to the Human Resources Director within 30 calendar days after receipt of the Hearing Officer's decision. If submitted to the City Council for review, the City Council may overturn, modify or uphold the Hearing Officer's decision. The City Council's decision shall be final.
 - e. The cost of the Hearing Officer's services shall be shared equally between the City and the appellant. Recording costs shall be borne by the requesting party or shared equally, if both parties request recording of the hearing. The City and the appellant shall each be responsible for their own representation costs, witness expenses, or any other costs associated with the hearing.

- f. If the appellant fails to attend a scheduled hearing or fails to submit their portion of the costs of the hearing, prior to the hearing, the appeal shall be considered abandoned. If the appeal is abandoned, there shall be no further administrative review or City Council review.
7. This disciplinary procedure should be used for all serious disciplinary actions which are normally considered (1) demotions, (2) discharges, (3) reductions in pay, and (4) suspensions.

Section 7.03 Exceptions

The above procedure may be deviated from in circumstances where there is a need for immediate action. In such cases, an employee may be ordered off the job if his/her conduct imperils the safety or welfare of the public, other employees, or said employee (e.g. drunkenness, violence, gross insubordination).

Section 7.04 Progressive Discipline

The City shall use the principles of progressive discipline, except in cases that are referred to in Section 7.03 of this Article.

<h2>Article VIII. GRIEVANCE PROCEDURE</h2>
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Section 8.01 Definitions

- A. Complaint – A concern of an employee, which arises from the application of a term of this MOU, existing City Rule(s), Regulation(s) or Policy(ies) regarding working conditions.
- B. Grievance – A written allegation by an employee that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this MOU, existing City Rule(s), Regulation(s) or Policy(ies) regarding working conditions.
- C. "Grievant" – A regular or probationary employee who alleges in a grievance that the employee has been directly wronged by a violation of a specific term of this MOU, existing City Rule(s), Regulation(s) or written Policy(ies) regarding hours, wages and terms and conditions of employment. The term "grievant" as used in this Article may refer to the Union when alleging a violation of Article XII, as provided for in this Agreement.
- D. Immediate Supervisor – The appropriate supervisor or manager to whom the employee is accountable.
- E. Representative – An An employee or representative of the Union who, at the grievant's request, may be present at Levels I through IV. Representation of the employee at Level V shall be by a Union designated representative.
- F. Respond and File – Employee's personal email (if available), personal delivery or deposit in the U.S. mail, postage prepaid. If mail delivery is used, it shall be by

certified, return receipt requested mail and the certified receipt date shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

Section 8.02 Level I – Informal Review

- A. An employee shall have the right to present a complaint and to have the complaint considered by the immediate supervisor no later than 15 working days after the event giving rise to the complaint, or no later than 15 working days after the employee knew or reasonably should have known of the event giving rise to the complaint.
- B. The employee, whenever possible, shall attempt to resolve the complaint informally with his/her immediate supervisor.
- C. The immediate supervisor shall provide an answer to the employee no later than 14 working days after the Level I meeting. Such response shall be provided orally.
- D. A resolution of the complaint at the informal level shall not be precedent setting.

Section 8.03 Level II – Formal

- A. If the complaint is not resolved through Level I informal discussions, the employee may file a Level II grievance with the Department Head no later than ten working days after the response from the immediate supervisor at Level I. The grievant shall state the following clearly and concisely on a grievance form provided by the City: (Appendix B)
 - 1. The specific term(s) of the MOU, City Rule(s), Regulation(s) or Policy(ies) regarding working conditions, which have been violated;
 - 2. The action grieved, including names, dates, places and times and how it violated a specific term(s) of this MOU, City Rule(s), Regulation(s) or Policy(ies) regarding working conditions;
 - 3. The remedy sought;
 - 4. The name and classification of the grievant and his/her signature;
 - 5. The name of the representative, if any; and
 - 6. The date of submission.
- B. The Department Head shall hold a meeting with the grievant at a mutually acceptable time and location no later than 10 working days after the receipt of the grievance. The Department Head shall respond in writing to the grievant within 10 working days of the Level II meeting.

Section 8.04 Level III

- A. In the event the grievance is not settled at Level II, the grievant may file a Level III grievance with the Agency Head no later than 10 working days after the Level II response. The grievant shall include in the grievance a written statement indicating the reason that the proposed settlement at Level II was unsatisfactory. The Agency Head may hold a meeting with the grievant at a mutually acceptable time and location. The Agency Head shall respond to the grievant no later than 10 working days after the receipt of the Level III grievance.
- B. The grievant shall present at Level III all issues and written evidence known or which could have been reasonably known. No additional issues may be presented by the grievant after Level III.
- C. Amendments and/or modifications to the grievance shall not be made by the grievant after the Level III filing date, except by mutual agreement. This provision does not preclude either party from presenting new evidence should either party discover it at a later date. Each party shall make an effort to share evidence with each other upon discovery.

Section 8.05 Level IV

- A. In the event the grievance is not settled at Level III, the grievant may file a Level IV grievance with the City Manager no later than 10 working days after the receipt of the Level III response.
- B. The City Manager may hold a meeting with the grievant at a mutually acceptable time and location. The City Manager shall respond to the grievant in writing no later than 10 working days after the Level IV grievance meeting.
- C. If the grievance has not been settled at Level IV, then within 10 working days after receipt of the Level IV written decision or the expiration of the time limits for making such decision, upon the request of the grievant, the Union may request arbitration by giving notice to that effect, by the employee's personal email (if available) or certified mail, return receipt requested, directed to the Human Resources Director.

Section 8.06 Level V – Arbitration

- A. Unless the specific language of the MOU is in conflict, the arbitration procedure shall be conducted in accordance with the rules of the American Arbitration Association.
- B. The arbitrator shall be selected by mutual agreement of both parties from a list of arbitrators submitted by the American Arbitration Association or the State Mediation Conciliation Service.
- C. The cost of any arbitration proceeding shall be divided equally between the City and the Union.

- D. Failure on the part of the City representative or grievant to appear in any case before an arbitrator, without good cause, shall result in the forfeiture of the case and responsibility for payment of all costs of arbitration. "Good Cause" shall be defined as a circumstance(s) beyond control of the party failing to appear. Any cancellation or postponement fee shall be borne by the responsible party.
- E. A final decision of award by the arbitrator shall be made within 30 calendar days after the close of the hearing. Such decision or award shall be subject to the approval of the City Council. Either party shall be given the opportunity to submit their arguments before the City Council with regard to the Arbitrator's "Findings of Facts," prior to such approval.
- F. Expenses for witnesses shall be borne by the party who calls them.
- G. The standard of review for the arbitrator is whether the City violated a specific term(s) of this MOU, City Rule(s), Regulation(s) or policy(ies) regarding working conditions.
- H. If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance.

Section 8.07 General Provisions

- A. Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void. Failure by the City representative to timely respond under this Article shall permit the grievance to be filed at the next level.
- B. Time limits set forth in this Article may be extended by mutual agreement.
- C. No punitive action shall be assessed against an employee for utilizing the grievance procedure.
- D. Employees shall be granted release time not to exceed one hour for the purpose of discussing a potential grievance with their representative or preparing for a grievance which has been filed at Level II. Such release time for pre-grievance consultation or grievance preparation is applicable per grievance and its scheduling shall not interfere with departmental operations.
- E. The parties may consolidate at any level grievances on similar issues.
- F. Grievance records shall be filed separately from an employee's personnel file and shall be considered confidential.
- G. A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.
- H. A decision by the Union to submit a grievance to arbitration shall automatically be a waiver of all other remedies except as provided otherwise by statute.

- I. No individual City Council member may be approached concerning the grievance at any time the grievance is being processed.
- J. In the event a grievant elects to represent themselves or is represented by other than may be provided by the Union, the Union shall be notified of the nature and resolution of the grievance; provided however, that the names of employees and confidential information shall not be disclosed. Notification of the employee's Union shall be made within a reasonable time following the resolution of the grievance.
- K. Organizational channels shall be utilized at all times and participation in the grievance and the discussion of information related thereto shall be limited to the parties to the grievance except when such other persons are identified and/or called as witnesses.
- L. In the event of a disciplinary action involving a suspension, reduction in pay or demotion or termination where a pre-disciplinary meeting has already been held, Levels I through III of the grievance procedure shall be eliminated and Levels IV and above shall be utilized.
- M. A group of employees may file one grievance rather than individual grievances as long as the following conditions are met:
 - 1. Each employee in the "group" grievance is individually named.
 - 2. The grievable matter is exactly the same for each employee cited in the grievance.
 - 3. The City is not obligated to conduct grievance hearings or provide grievance responses to each individual, but only to one of the employees involved who represents the group filing the grievance.

Section 8.08 Authority of Third Party

Each issue decided by a third party neutral shall stand on its own merits and shall not be used as a precedent by any other third party neutral in deciding any issue before the third party.

Article IX. REPRESENTATION

Section 9.01 Union and Membership Activity

- A. Current employees in the Bargaining Unit who are now Teamsters Local 1932 members shall remain Teamsters Local 1932 members for the period of this MOU. Employees who are hired after this MOU is approved by the City Council and who are in a job classification within the representation unit of Teamsters Local 1932 covered by this MOU, shall within the first pay period from the date of commencement of duties as an employee become a member of Teamsters Local 1932 or pay to Teamsters Local 1932 a fee in an amount equal to, Teamsters Local 1932's bi-weekly dues; provided however, that the unit member may authorize

payroll deduction for such fee.

- B. All newly hired employees shall become members of the Union and shall remain members for the duration of this MOU, except one week prior to the expiration of this MOU and provided that they have been members for at least six months, at which time a member may request, in writing to both the City and Union, to withdraw his/her authorization for dues deduction which shall become effective in the first payroll period of the following month.
- C. Dues withheld by the City shall be transmitted to the Teamsters Local 1932 Officer designated in writing by Teamsters Local 1932 as the person authorized to receive such funds at the address specified.
- D. The parties agree that the obligations herein are a condition of continued employment for unit members. The parties further agree that the failure of any unit member covered by this Article to remain a member in good standing of Teamsters Local 1932 or to pay the equivalent of Teamsters Local 1932 dues during the term of this MOU shall constitute, generally, just and reasonable cause for termination.
- E. The City shall not be obligated to put into effect any new, changed or discontinued deduction until a payroll deduction card is submitted to Human Resources in sufficient time to permit normal processing of the change or deduction.
- F. No unit member shall be required to join Teamsters Local 1932 or to make an agency fee payment if the unit member is an actual, verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must instead arrange with Teamsters Local 1932 to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax-exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee, from the following: United Way Combined Giving Campaign, Teddy Bear Tymes, the Salvation Army. Teamsters Local 1932 shall be responsible for determinations under this paragraph.
- G. Teamsters Local 1932 shall be fully responsible for expending funds received under this Article consistent with all legal requirements for expenditures of employee dues, which are applicable to public sector labor organizations.
- H. Whenever a unit member shall be delinquent in the payment of dues or fees, Teamsters Local 1932 shall give the unit member written notice thereof and 15 calendar days to correct the delinquency. A copy of said notice shall be forwarded to the City's Human Resources Director. In the event the unit member fails to correct said delinquency, Teamsters Local 1932 shall request in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.
- I. The City shall not deduct monies specifically earmarked for a Political Action Committee or other political activities.

- J. Teamsters Local 1932 shall keep an adequate itemized record of its financial transactions. Teamsters Local 1932 shall make available annually to the City and upon request to employees who are members of Teamsters Local 1932, within 60 calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.
- K. This organizational security arrangement shall be null and void if rescinded by a vote of employees in the unit pursuant to Government Code Section 3502.5(b). Teamsters Local 1932 hereby agrees to defend, indemnify and hold harmless the City of Ontario and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article.
- L. Teamsters Local 1932 shall defend, indemnify and hold harmless the City of Ontario and its Officers and employees from any claim, loss, liability, cause of action or administrative proceeding, arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, Teamsters Local 1932 shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the City or its Officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of Teamsters Local 1932 shall not diminish Teamsters Local 1932's defense and/or indemnification obligations under this MOU.
- M. The City, immediately upon receipt of notice of such claim, proceeding or legal action shall inform Teamsters Local 1932 of such action and shall provide Teamsters Local 1932 with all information, documents and assistance necessary for Teamsters Local 1932 defense or settlement of such action and fully cooperate with Teamsters Local 1932 in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by Teamsters Local 1932.
- N. Teamsters Local 1932 upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. Teamsters Local 1932, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.
- O. The City shall provide via email to the Union a monthly list of all employees in the bargaining unit, including the employees' classification title, work location, hire date, base hourly rate, and current home address, personal email address (if available), personal cell phone (if available) and home phone number.

Section 9.02 Dues Deduction

- A. During the term of this MOU the City agrees to deduct from the pay of each employee who signs an authorized payroll deduction card a monthly sum certified

to them by the Secretary of the Union as the regular monthly dues of the Union. The City shall not deduct any pay for initiation fee fines or other special assessments. The Union shall advise the City, in writing, of the dues amount to be deducted for each member no more than once a quarter. Any change in the amount of dues to be deducted for each member will be submitted to the City, in writing, thirty (30) days prior to the effective date of such change.

- B. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check off authorized. When a member in good standing of the Union is in a non-pay status for an entire pay period, no dues withholding shall be made to cover that period from future earnings, nor shall the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over employee organization dues.
- C. The Union shall indemnify, defend, and hold the City of Ontario harmless against any claims made, and against any suit instituted against the City of Ontario, on account of check off of employee organization dues. In addition, the Union shall refund to the City of Ontario any amounts paid to it in error, upon presentation of supporting evidence.

Section 9.03 Union Stewards

- A. Employees selected by the Union to act as Union representatives shall be known as "Stewards" Or "Alternate Stewards." The name of employees selected as Stewards or Alternate Stewards, and the names of other Union representatives who may represent employees, shall be certified in writing to the employer by the Union.

A maximum of one Steward for each department shall be selected with the exception of the Code Enforcement, Fire, Library, Recreation and Utilities which shall have one steward and one Alternate Steward; the Police Department, which shall have one Steward position specifically for the Communications Division, and one Steward for the remainder of the Police Department, and two Alternate Stewards.

- B. Stewards who work shifts shall be allowed to flex their regular shift to attend the monthly stewards' meetings.

Section 9.04 Release Time

One Union Steward or Alternate Steward ("Steward") per Department employed by the City of Ontario shall be entitled to devote a reasonable amount of time to Union business without loss of pay. Prior to participating in such business, the Steward shall first obtain authorization from their immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency,

safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the representative can be released from their work assignment.

Section 9.05 Bulletin Boards

- A. The City agrees to provide reasonable space to Teamsters 1932 where there are existing bulletin boards designated for general communications for employees in the unit and where adequate bulletin board space has not been made available, with the exception of the City's Code Enforcement Department, Police Department Headquarters, Public Works Facility, , and Revenue Services Department. The City will purchase and install bulletin boards for Teamsters 1932 use in the following locations; at the City's Code Enforcement Department, Police Headquarters, Public Works Facility (front office area, solid waste, parks and maintenance), Revenue Services Department, and. Bulletin board space will be visible and accessible.
- B. No City equipment shall be used to reproduce materials posted on the bulletin boards. Posting shall not cover or obscure any postings already on the bulletin boards. Union representatives may only remove postings by Teamsters 1932.
- C. It is agreed and understood that space provided on the bulletin boards shall be only for the posting of formal notices of Teamsters 1932 news bulletins, meetings, agenda and minutes, information concerning Teamsters 1932 elections or the results thereof; Teamsters 1932 recreational, social and related Teamsters 1932; names of representatives and officers of the Union.
- D. The bulletin boards shall not be used for posting or distributing literature concerning candidates for public office.
- E. Any other written materials posted by the Union shall be identified as Union material and must be signed by an authorized Union representative. A copy shall be sent to the Human Resources Department prior to the posting.

Section 9.06 New Employee Orientation

Providing there are new employees, the City typically conducts new employee orientation weekly. The City will notify Teamsters 1932 if a unit member will be attending the new employee orientation or within ten (10) days of an orientation. Teamsters Local 1932 shall participate in new employee orientation on City time for the sole purpose of providing employees information regarding Teamsters Local 1932 membership.

Article X. GENERAL PROVISIONS

Section 10.01 Personnel Files

- A. The official personnel files shall be located in the Human Resources Department. Personnel actions (e.g. discipline, promotions) shall be based on documentation within such files.

- B. Employees, during normal working hours with reasonable notice and with release time granted by their supervisor, have the right to have access to and copies of any document in their official personnel file. Employees may be charged for cost of duplication of any materials in the personnel file for which they request copies.
- C. An employee shall be provided with a copy of any document that shall be placed in the official personnel file. An employee shall have the right to respond in writing or personal interview to any information contained in his/her personnel file. Such a reply shall remain in the personnel file so long as the referenced document is in the file.

Section 10.02 Separability

If any article or section of this MOU shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such article or section shall be deemed null and void and of no further effect. However, such articles and sections shall be severable from the remainder of this MOU, and all other provisions hereof shall continue in full force and effect.

Section 10.03 Peaceful Performance of City Services

- A. The Union, its officers, agents, representatives and /or members agree they shall not cause, condone, or participate in any strike, walk out, work stoppage, job action, slow down, speed up, sick out, refusal or failure to faithfully perform assigned duties and responsibilities, withholding of services or other interference with City operations, including compliance with the request of other labor organizations to engage in any or all of the preceding activities.
- B. In the event of such activities, the Union shall immediately instruct any persons engaging in such conduct that they are violating this MOU, and that they are engaging in unlawful conduct, and that they should immediately cease engaging in such conduct and resume full and faithful performance of their job duties.
- C. In addition to any other lawful remedies for the disciplinary action available to the City, the City may, in addition to the above, invoke any and all remedies available to it under its Employer-Employee Relations Section of the Personnel Rules and Regulations.
- D. In addition, the City agrees that it shall not participate in any unlawful labor practices.

Section 10.04 Duration and Implementation

- A. This MOU shall upon ratification by both parties, become effective July 1, 2017 and remain in full force and effect up to and including June 30, 2020.
- B. Each party shall exercise its right to present bargaining proposals for a successor MOU no earlier than 120 calendar days prior to the expiration of this MOU and no later than 90 calendar days prior to the expiration of this MOU.

Section 10.05 Workplace Safety

- A. The City shall make every effort to ensure a safe work environment for all employees. The City will enforce its policies including but not limited to the following: City Policy Regarding Acts of Retaliation, Policy Against Violence in the Workplace, Discrimination/Harassment Prevention.
- B. The City shall meet with Teamsters Local 1932 within 90 days of the ratification of this MOU to consult regarding:
- Safety Protocols
 - Anti-Bullying
 - Reporting expectations
 - Cooperation between the City and Teamsters Local 1932 on the above matters.

Article XI. FINAL SIGNATURES

All terms and conditions set forth in this MOU are hereby ratified and agreed upon this 5th day of September, 2017. [SIGNATURES ARE ON FILE WITH THE CITY AND UNION.]

CITY OF ONTARIO		TEAMSTERS LOCAL 1932	
Al C. Boling, City Manager		Antoinette McDaniel, Business Agent	
Angela C. Lopez, Human Resources Director		Shane Bradford	
Nicole Collins, Sr. Human Resources Analyst		Clarice Burden	
Christine Lowe, Sr. Human Resources Analyst		Alysha Cisneros	
Lupe Marquez, Sr. Human Resources Analyst		Joachim Estrada	
Reed Sigler, Sr. Human Resources Analyst		Ann-Marie Guillian	
		Laurel Harden	
		Kathy Hickey	
		Gina Jordan	
		Debra Koch	



Appendix A

**SIDE LETTER OF AGREEMENT
TO THE 2017-2020 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ONTARIO AND
TEAMSTERS LOCAL 1932**

In recognition of compaction issues related to employees in Senior Police Dispatcher, Senior Fire Dispatcher and Senior Police Records Specialist promoting to the respective supervisory position in the job family group. The salary grade scale of the supervisor position in the Fire Dispatch, Police Dispatch and Records job family group will increase by 10%.

The City of Ontario (City) and the Teamsters Local 1932 agree to modify the salary ranges for the positions listed below effective September 17, 2017 as follows:

Classification	Step	Hourly Rate	Monthly Rate
Fire Dispatch Supervisor	1	\$36.69	\$6,359.60
	2	\$38.50	\$6,673.33
	3	\$40.44	\$7,009.60
	4	\$42.46	\$7,359.73
	5	\$44.59	\$7,728.93
Police Dispatch Supervisor	1	\$36.69	\$6,359.60
	2	\$38.50	\$6,673.33
	3	\$40.44	\$7,009.60
	4	\$42.46	\$7,359.73
	5	\$44.59	\$7,728.93
Police Records Supervisor	1	\$28.89	\$5,007.60
	2	\$30.33	\$5,257.20
	3	\$31.84	\$5,518.93
	4	\$33.43	\$5,794.53
	5	\$35.11	\$6,085.73

Approved:



Al Boling, City Manager
City of Ontario

09/06/17

Date



Antoinette Withers, Business Agent
Teamsters Local 1932

8/18/17

Date

CITY OF ONTARIO
EMPLOYEE GRIEVANCE FORM

Appendix B

**Bargaining Unit #5 – Professional/ Technical
Employee Organization: Teamsters Local 1932**

Name of Grievant: _____

Classification: _____

Phone: (w) _____ (h) _____ Dept: _____

Home Address: _____

Emp. Representative: _____ Rep. Phone: _____

Rep. Mailing Address: _____

Employee: Signature: _____

Check Filing Level

II - *Must be filed within 10 working days from Level I response. Date filed: _____

III - *Must be filed within 10 working days from Level II response. Date filed: _____

IV - *Must be filed within 10 working days from Level III response. Date filed: _____

*Timelines may be extended by mutual agreement.

Each filing must be accompanied by a written statement indicating the reason why the proposed settlement at the prior level was not satisfactory.

Provide clear and concise statements.

Cite specific term(s) of MOU, City Rule, Regulation or policy, regarding working conditions alleged to have been violated:

Nature of the Problem: (The action grieved including pertinent names, dates, places and times and how it violated a specific term(s) of this MOU, City Rule, Regulation or policy regarding working conditions):

Proposed Solution:

Date of Level I Response:

FORMAL LEVEL RESPONSES

Level II Response: Department Head - Meet within 10 working days after receipt of grievance.
*Respond within 10 working days from Level II meeting date.

Name and Title: _____

Signature: _____ Date: _____

Level III Response: Agency Head - *Respond within 10 working days from receipt of grievance.

Name and Title: _____

Signature: _____ Date: _____

Level IV Response: City Manager - *Respond within 10 working days after Level IV grievance meeting.

Name and Title: _____

Signature: _____ Date: _____

*Response time may be extended by mutual agreement.

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433 NORTH SIERRA WAY, SAN BERNARDINO, CA 92410 ~ (909) 889-8377

“WEINGARTEN RIGHTS”

An employee who reasonably believes that an investigatory interview could lead to discipline is entitled to ask for union representation. An investigatory interview is a meeting with management at which the employee will be questioned or asked to explain his or her conduct, and which could lead to disciplinary action against the employee. The employee must affirmatively request union representation.