

# **MEMORANDUM OF UNDERSTANDING**

**Between the  
The City of Pomona  
And  
Teamsters Local 1932 Union  
For  
The Members of the  
Pomona City Employees  
Association (PCEA) Unit**

**July 1, 2017  
Through  
September 30, 2019**



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**AGREEMENT BETWEEN  
THE CITY OF POMONA  
AND THE  
POMONA CITY EMPLOYEES' ASSOCIATION,  
A CHAPTER OF TEAMSTERS LOCAL 1932**

This Agreement is entered on the 1<sup>st</sup> day of July 2107 between the CITY OF POMONA (hereinafter referred to as "City") and the POMONA CITY EMPLOYEES' ASSOCIATION, A CHAPTER OF THE TEAMSTERS LOCAL 1932 (hereinafter referred to as "Union").

**ARTICLE I. RECOGNITION**

The City recognizes the Union as the recognized employee organization for that unit of the City's employees as described in Appendix "B" of this Agreement (hereinafter referred to as "employee(s)" or "affected employee(s)").

**ARTICLE II. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. The City retains all rights not specifically delegated by this Agreement including, but not limited to, the exclusive right to determine the mission of its constituent departments; set standards of service; determine the procedures and standards of selection for employment and promotion; direct and assign its employees; take disciplinary action for proper cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and, exercise control and discretion over its organization and the technology of performing its work.
- B. An emergency shall be considered a situation requiring necessary action for the immediate preservation of the public peace, health or safety. The determination of whether or not an emergency exists is solely within the discretion of the City and is expressly excluded from the grievance procedure.
- C. It is expressly agreed by the parties that the City's determination to exercise those rights described herein, shall not be subject to the meet and confer process. However, the impact of exercising said rights is subject to the meet and confer process.

**ARTICLE III. UNION RIGHTS AND RESPONSIBILITIES**

**A. PAYROLL DEDUCTIONS AND DUES – AGENCY SHOP AGREEMENT**

- 1. Agency Shop Defined. It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit, shall as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee; or pay a sum equal to the Agency Shop fee to a non-religious and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.
- 2. Religious Objections. An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting

public employee organizations shall not be required to join or financially support the Union. Upon request, such employee may be required to provide verification of such affiliation. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

3. Agency Shop. It is mutually agreed by the parties that this Unit is an Agency Shop Unit.
4. Rescission. It is mutually agreed by the parties that Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit. There shall be only one election during the term of this agreement. In the event such rescission should take place, then the procedures described in Section B. Payroll Deductions & Dues shall prevail.
5. Union Responsibilities. The Union certifies to the City that each year the Union will provide non-member Agency Shop Fee payers the opportunity to meaningfully challenge the propriety of the uses to which Agency Shop Fees are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1 AFT, AFL-CIO, et al. v. Hudson 106 S. Ct. 1066 (1986).
6. Implementation.
  - a. Any employee hired by the City subject to this Memorandum of Understanding on or after the date of implementation of this Article shall be provided a notice advising that the City has entered into an Agency Shop agreement with the Union and that all employees subject to the memorandum of Understanding must either join the Union, or pay a Fair Share Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, or execution of a written declaration claiming a religious exemption from this requirement. Said employees shall have thirty (30) calendar days following the initial date of notice of employment to fully execute the authorization form and return said form to the Human Resources Department.
  - b. Whenever a unit member is delinquent in the payment of dues or fees, the Union shall give the unit member written notice thereof and fifteen (15) calendar days to cure the delinquency; a copy of said notice shall be forwarded to the Human Resources Director. In the event the unit member fails to cure said delinquency, the Union shall request, in writing, that the City initiate termination proceedings. The Union shall provide the City with any and all documentation in its possession which will help to sustain the termination. The termination proceedings shall be governed by applicable State laws and City procedures. The effective date of the deducting Union dues or Fair Share Fees shall be the first pay period following thirty (30) calendar days of employment.
7. Indemnification Clause. The Union agrees to indemnify and hold the City of Pomona harmless from any liabilities of any nature which may arise as a result of the application of the provision of this.

- B. DUES AND BENEFIT DEDUCTIONS. This provision shall apply only if Agency Shop is rescinded pursuant to Section A.4. The City shall deduct program contributions from the paychecks of those employees who authorize such deductions for the term of this Agreement. The language of any form by which employees authorize such deductions shall be mutually agreed upon by the City and the Union. Such deductions shall be on a bi-weekly basis. Remittance of the aggregate amount of all membership dues and benefits deductions covered hereby shall be made as designated in writing by the Union within thirty (30) days after the conclusion of the pay period in which said membership dues and benefits deductions were withheld. The Union agrees that the City shall not be liable to the Union, employees, or any party by reason of the requirements of this provision for any sums other than those constituting actual deductions made from employees' wages earned. The Union shall hold the City harmless for any and all claims, demands, suits, orders, judgements or other forms of liability that may arise out of or by reasons of actions taken by the City under this Article.
- C. TIME OFF FOR MEETING AND CONFERRING. The City shall provide reasonable time off without loss of pay or other fringe benefits to a reasonable number (not to exceed eight) duly authorized Union representatives for the purpose of meeting and conferring with City representatives. However, in no case shall more than three (3) employees from any one division be simultaneously present at meet and confer sessions. The Union shall provide the City with a list of said authorized personnel at the beginning of the election year. Any release from duty for said purpose shall have prior approval of the City. No Union representative shall be compensated by payment of overtime for participation in any meet and confer session. Such designated Union representatives shall be released for engaging in the meet and confer process one (1) hour before the scheduled time for commencement of the meeting and shall return to the performance of their duties no later than one (1) hour after conclusion of the meet and confer session.
- D. RELEASE TIME FOR UNION OFFICERS. The City shall provide for a reasonable amount of release time for Union officers to take care of Union business that the officer cannot perform during non-working hours. The City shall in its sole discretion determine the amount of release time that is reasonable, and the Union officer availing him/herself of release time shall not engage in said Union activities during scheduled work hours without first obtaining approval to do so from the Department Director or his/her designee.
- E. USE OF CITY FACILITIES. The City shall provide the Union with reasonable use of City facilities for membership meetings during the term of this Agreement so long as such meetings do not interfere with City services. The City may charge the Union such fees as necessary to offset the costs of providing such facilities for Union use.
- F. USE OF CITY BULLETIN BOARDS. The Union may use City bulletin boards for matters within the scope of representation of its members so long as such use does not interfere with the City use of such bulletin boards or cause any disruption within the City service. Materials posted by the Union shall not contain language reasonably regarded as containing personal attacks upon any City personnel. In the absence of any available bulletin board, the Union shall be given the option of providing its own bulletin board of mutually agreed upon size, type, and location.
- G. ACCESS TO WORK LOCATIONS. Union officers and officially designated representatives shall have reasonable access to employee work locations as provided in this Agreement. Such access shall be restricted so as to not interfere with the normal conduct of City services, or with established City safety or security standards.

- H. MEMORANDUM OF UNDERSTANDING TO EACH EMPLOYEE. Employees shall be provided a copy of the approved Memorandum of Understanding (MOU) by the Human Resources Department upon their request. New employees shall be provided a copy of the MOU upon commencement of employment. Each affected employee shall be held accountable for compliance with the contents of the Memorandum of Understanding.
- I. PRIOR NOTICE OF CHANGE. Except in emergency situations, the City shall provide the Union with fifteen (15) working days prior notice of significant changes in City organization, operation, policies or rules implemented in accordance with the rights and responsibilities of Article II of this Agreement which may affect employees covered by this Agreement.

## **ARTICLE IV. SALARY/CLASSIFICATION PLAN**

- A. THE SALARY SCALE STEP PLAN. The salary scale plan as described in Appendix "B" of this Agreement shall provide a salary scale for each employee job classification. Such salary scale will be divided into five (5) salary step levels which shall be interpreted and applied as follows:
  - 1. FIRST STEP. The first salary step level will be the minimum rate and normally shall be the hiring rate. In special cases when it is merited by experience, education, training, or other qualification, the City may approve the hiring of a candidate for employment at a higher level.
  - 2. SECOND STEP. The second salary step level may be granted to an employee after satisfactory completion of six (6) calendar months of service during the probationary period. This second step must be granted prior to, or at the time of, satisfactory completion of the original probationary period.
  - 3. THIRD STEP. The third salary step level may be granted to an employee who has proven to be fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase.
  - 4. FOURTH STEP. The fourth salary step level may be granted to an employee who has proven to be fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase.
  - 5. FIFTH STEP. The fifth salary step level may be granted to an employee who has proven to be fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase.
  - 6. Employees who are initially hired by the City on a step other than step one (1) may advance to the next step one (1) year from the date of appointment and annually thereafter. However, the employee's anniversary date for step increase evaluation purposes shall be modified upon promotion to reflect an annual evaluation occurring one (1) year after promotion.
- B. SALARY PLAN ADMINISTRATION.
  - 1. Employees shall be compensated on a bi-weekly basis providing for 26 pay periods in a calendar year.
  - 2. An employee will not receive any compensation of any type while on leave of absence without pay or while absent from duty without official leave.

3. If the salary scale for a particular job classification is either increased or decreased, then all employees within that classification shall be notified of the change and maintain the same salary step level in the adjusted salary scale.
4. In accordance with accepted Merit System principles, the City may at its discretion accelerate salary step advancement for individual employees.
5. Employees shall strive to maintain established levels of performance required for the job. To achieve or maintain any given salary step level, an employee must continue to successfully provide the required level of performance that is fully satisfactory. All employees shall receive at least one (1) annual written department evaluation. Additionally, the City may, for just cause at any time, assess an employee's performance by conducting an evaluation. If any such written departmental performance evaluation does not demonstrate an employee's continued successful performance, that employee may for just cause be reduced in salary step level, or demoted in job classification, subject to appeal through the grievance procedure. Any such reduction may be re-evaluated at the City's discretion, in any multiple of thirty (30) calendar days.
  - a. The employee shall be evaluated by his/her immediate supervisor and the appropriate Division Manager/Department Director. The evaluation shall be in writing and discussed with the employee. After the evaluation has been signed, the employee shall receive a copy and no changes will be subsequently made to the form.
  - b. Prior to denial/withdrawal of a merit increase or issuance of a less than satisfactory work performance evaluation, the immediate supervisor and/or appropriate Division Manager/Department Director shall make every effort to positively counsel and work with the deficient employee so that he/she will have an opportunity to improve his/her performance.
6. EVALUATION DATE DEFINED. The Evaluation Date shall be the date on which an employee is to receive a performance evaluation in accordance with the salary step plan and the probationary period. Any change in an employee's job classification, except by virtue of a reclassification, shall be considered as an appointment which establishes a new Evaluation Date.
  - a. This definition shall be utilized, as appropriate, throughout this Agreement unless specifically provided otherwise.
  - b. The Evaluation Date for any employee who has taken leaves of absence without pay during the employee's evaluation period, for a total of eighty (80) hours or more, shall be extended by one (1) biweekly pay period for each 80 hours of absence.
7. MAINTENANCE OF BENEFITS AND ACCRUALS. The City will maintain the employee's benefits (i.e., health, dental, life insurance) and accruals as follows:
  - a. The City will maintain the employee's insurance as long as the employee is on a paid status for any portion of a month.

- b. Employees will accrue 100% of their leave entitlement if they are in a paid status for the entire biweekly pay period; however, employees will be credited with a prorated amount of leave entitlement equivalent to the percentage of time in a paid status. For example, if the employee is only in a paid status for one (1) week of the pay period, the employee will accrue 50% of the accruals.

C. THE PROBATIONARY PERIOD.

DEFINED. Except as otherwise provided herein, the length of the probationary period shall be for a six (6) month period unless otherwise extended by the City.

1. Any appointment to or within the City service, except by virtue of a reclassification, shall not be deemed to be regular until the successful passage of an employee's probationary period. Such probationary period shall be considered as part of the employee's examination process, during which the City may reject any probationary employee whose performance or qualifications do not fully meet the required standards of employment. Probationers shall serve at the pleasure of the appointing officer or body. In addition, said probationary period may be extended by the number of days that the employee has been absent from work with or without pay during any probationary period or any extensions thereof, or for the number of work days an employee has worked in a light duty assignment.
2. The probationary period will normally be six (6) full months provided however, that as to any position, the probationary period may be extended for up to six (6) additional months. In no case shall the probationary period exceed twelve (12) months unless an employee has been on a leave of absence. In such cases, the probation may be extended day-for-day for the length of the leave of absences. In certain circumstances, an employee may be required to obtain certification as a condition of initial employment. The supervisor may extend probation in situations where the employee needs additional time to obtain the required certification. Such an extension must be based on documentation provided by the employee to the supervisor, and the new probationary period must be provided to the employee by the supervisor.
3. All Police Dispatchers, but only Jailers hired on or after July 1, 2010, shall serve a probationary period of twelve (12) full months. The probationary period may be extended for up to six (6) additional months. In no case shall the probationary period exceed eighteen (18) months unless an employee has been on a leave of absence. In such cases, the probation may be extended day-for-day for the length of the leave of absence.
4. The Police Officer Recruit and Police Officer Recruit Trainee are "at-will" Trainee Assignments pursuant to Article IV.D instead of serving a probationary period defined in this Section (IV.C).
5. Any promotional employee rejected during the probationary period shall be reinstated to the job classification held prior to the promotion, unless the employee is discharged from the City service as provided in this Agreement. Any employee displaced as a result of such reinstatement shall be given rights in accordance with Article VIII.B of the Memorandum of Understanding.
6. All Partial Benefit Library Employees (PBLE) shall normally serve a prorated probationary period based on the hours worked per week (e.g., .5 PBLE shall serve a twelve (12) month

probationary period, .75 PBLE shall serve a nine (9) month probationary period). In no case shall the probationary period exceed eighteen (18) months for a .5 PBLE or fifteen (15) months for a .75 PBLE unless the employee has been on a leave of absence. In such cases, the probationary period may be extended day-for-day for the length of the leave of absence.

D. TRAINEE ASSIGNMENTS.

1. The City may establish trainee assignments of a temporary nature for a period of one (1) year and establish appropriate salary scale for such assignment. The Trainee Assignment is considered at-will and is not subject to the probationary period. The employee will start a probationary period as outlined in Article IV.C upon placement in a regular classification. The Trainee Assignment may be extended for up to six (6) additional months if recommended by the Department Director and approved by the Human Resources/Risk Management Director and notification sent to the Union. In no case shall the Trainee Assignment exceed eighteen (18) months unless an employee has been on a leave of absence. In such cases, the Trainee Assignment may be extended day-for-day for the length of the leave of absence. The purpose of such assignment shall be to provide on-the-job training; however, no employee shall be required to operate machinery and/or equipment without prior training in order to protect the employee, property, other employees, and the public.
2. Police Officer Recruit and Police Officer Recruit Trainee. These classifications are Trainee Assignments. Employees in these classifications are subject to the provisions in Section IV.D.1 instead of the probationary period provisions in Section IV.C. Employees will begin a probationary period upon successful completion of the Police Academy and promotion to the classification of Police Officer.

E. ACTING APPOINTMENTS.

1. The City may, at its discretion, appoint an employee in an acting capacity to fill a position vacant due to separation, extended illness or leave without pay in a job classification higher than the one held by the employee. Acting appointments shall be confirmed on or before the first date of said acting appointment and acknowledged by the processing of a Personnel Action Form. Failure on the part of the City to process the Personnel Action Form shall not automatically constitute an employee's waiver of their right to compensation under this Article. If an employee does not receive a copy of an approved Personnel Action Form by the 20<sup>th</sup> calendar day following appointment to an acting assignment, the employee should bring this to the attention of their Department Director. The employee shall receive any salary scale increase which may be attendant to such acting service only after fourteen (14) calendar days in such acting capacity.

Such service may be cumulative if the acting appointment is stopped and started again within any consecutive period of one hundred eighty (180) calendar days. Service in an acting capacity shall not continue for a period of time exceeding a total of one hundred eighty (180) days, nor be considered in establishing an employee's Evaluation Date for the purpose of applying the salary step plan.

2. Commencing with the fifteenth (15<sup>th</sup>) calendar day during which time an employee has been performing in an acting appointment, the employee shall commence accruing salary equivalent to step one (1) of the salary scale established for the position in which the

employee is serving. Said acting pay salary increment shall be reflected in the payroll check for the payroll period commencing after the fifteenth (15<sup>th</sup>) calendar acting day has commenced and shall thereafter be paid in the pay period during which time acting pay is earned. If Step 1 does not provide the employee with additional compensation, the employee will be placed on a step that provides no less than a five percent (5%) increase in compensation but shall not exceed the maximum salary scale level established for the position in which they are serving.

3. Employees shall not be required to work in an acting assignment exceeding fourteen (14) calendar days without receiving compensation as provided for under Article IV.E.2 above.
  4. The City may extend acting appointment beyond the 180 calendar days when no other qualified employee is available to serve in the acting capacity, if the employee serving in the acting capacity agrees to the extension of the acting assignment and the extension is approved by the Human Resources/Risk Management Director.
- F. **RECLASSIFICATION.** The City may reclassify any job within the City service to accommodate materially changed job duties not anticipated in the original classification and assigned or directed to be performed by the City, but not to include duties voluntarily assumed by any employee.
1. **Reclassification Defined.** A reclassification is a change in job description and/or job title of a position within the City service to accommodate materially changed job duties not anticipated in the original classification and assigned or directed to be performed by the City, but not to include duties voluntarily assumed by any employee.
  2. **Impact of Reclassification.** Position reclassification is neither promotional nor demotional. A reclassification may result in the salary range being increased, decreased, or staying the same. Typically, an employee will be placed on the step that includes the salary rate closest to his/her current salary rate, not to exceed the top of the salary range. The salary rate may be increased at the time of the reclassification at the discretion of the City. If the salary range is decreased as a result of the reclassification, the employee may be Y-rated at the discretion of the City in accordance with Section IV(G). A reclassification shall not alter an employee's Evaluation Date.
  3. **Employee Request for Classification Study.** An employee may request a classification study by submitting a written statement to the Department Director through the employee's immediate supervisor and chain of command detailing the reasons for said request. The Department Director shall review and forward the request to the Human Resources Department within 30 days of receiving the request. If the Department Director does not forward the request to the Human Resources Department within 30 days, the employee may then submit the request directly to Human Resources. Human Resources shall make the final determination as to classification study need and so inform the Department and employee of said determination. The employee may appeal to Human Resources its determination within ten (10) working days from receipt of notification.
  4. The City and the Union will meet and confer regarding this reclassification Article prior to the implementation of a City-wide classification and compensation study.
  5. **Salary Survey Agencies.** Consistent with the Classification and Compensation Plan adopted March 5, 2001 (Resolution 2001-37), the following cities have been determined

to be comparison cities for purposes of salary surveys: Chino, Corona, Fullerton, Glendale, Inglewood, Ontario, Orange, Pasadena, Riverside, San Bernardino, Santa Ana, Torrance, Upland, and West Covina. In addition, the following agencies will be used for Water Utility classifications only: Cucamonga County Water District, Inland Empire Utilities Agency, Rowland Water District, Three Valleys Municipal Water District, and Walnut Valley Water District.

- G. Y-RATING. The City may Y-rate any employee in the City service as a result of reorganization or reclassification. Such action shall not take effect until any employee has had thirty (30) calendar days advance notice. Upon request, the City shall meet and confer with the employee and/or the Union concerning the impact and rationale for the City's decision to apply a Y-Rate.
1. Y-RATING DEFINED. Y-Rating shall mean that the salary scale for the affected employee shall remain the same until the employee's salary scale equals or exceeds the Y-Rating level.
- H. PROMOTION. The City may promote any employee to a different job classification within the City service having more responsible duties, and/or higher job qualifications, and/or a higher salary scale level. Upon promotion, any employee shall receive a minimum salary increase equivalent to one (1) salary step in the employee's current (pre-promotional) job classification, provided however that such increase shall be at least equivalent to the minimum and shall not exceed the maximum salary scale level established for the new job classification. A promotion shall establish a new Evaluation Date for purposes of applying the salary step plan. Any promotional appointment shall be tentative and subject to the probationary period.
- I. FLEXIBLE STAFFING PROMOTION.
1. The City may, in accordance with the Agreement, grant a flexible staffing promotion to an employee who holds a flexible staffing classification. An employee will be eligible for a flexible staffing promotion when he/she completes twelve (12) months of service at Step 5 of the salary scale; meets the minimum qualifications for the position; and has the positive recommendation of the Department Director. A positive recommendation of the Department Director must at a minimum be based on a need for the performance of the duties at the higher level; the ability of the employee to fully and competently perform the higher-level duties; and the availability of budget appropriations to promote the employee to the higher level.
  2. Upon a flexible staffing promotion, an employee shall receive a minimum salary increase equivalent to one (1) salary step in the employee's current (pre-promotional) job classification; provided that such increase shall be at least equivalent to the minimum and shall not exceed the maximum salary step level established for the new job classification. A flexible staffing promotion shall establish a new performance evaluation date for purposes of applying the salary step plan. Any flexible staffing promotional appointment shall be tentative and shall be subject to a probationary period.
  3. Accelerated Flexible Staffing Promotions. In an effort to retain employees, the Human Resources/Risk Management Director may grant special consideration to prevent the employee from discontinuing Department or City employment. A Department Director may request to accelerate a flexible staffing promotion and petition for the waiver of the criteria in Article IV.I.1, if the criteria below is met:

- a. An accelerated flexible staffing promotion shall be recommended by the Department Director and shall be subject to the approval of the Human Resources/Risk Management Director.
  - b. The employee must meet minimum qualifications for the journey level classification at the time of acceleration (prior experience may apply or be considered).
  - c. The employee must have a proven high level of performance above what is expected for the position.
  - d. The Department Director must provide an operational need and justification for the accelerated promotion. One such justification is that the employee has obtained degrees, certificates and/or licenses which increase the employee's value to the City.
  - e. Budget appropriations must be available to fund the promotion.
- J. DEMOTION. The City may, for just cause, in accordance with this Agreement, demote any employee to a different job classification within the City service having less responsible duties, and/or lower job qualifications, and/or lower salary scale level. Upon demotion, any employee shall receive a minimum salary decrease equivalent to one (1) salary step in the employee's current (pre-demotional) job classification, provided however that no employee shall receive a salary which exceeds the maximum salary scale level established for the new job classification. A demotion shall establish a new Evaluation Date for purposes of applying the salary step plan, and the Department Director may reinstitute the probationary period. However, such action shall not affect the retention and/or accrual of sick leave and vacation hours.

## **ARTICLE V. COMPENSATION AND BENEFITS**

### **A. SALARY**

1. Effective October 1, 2017, the City shall increase each step within the salary range/scale for each employee by 2%.
2. Effective October 1, 2018, the City shall increase each step within the salary/range for each employee by 2%.
3. PBL CLASSIFICATIONS. PBLs' salaries are determined by the base hourly rate as described in Article V.B multiplied by the number of hours (e.g., 20 hours for .5 PBL and 30 hours for .75 PBL).
4. Effective July 8, 2018, the Police Officer Recruit salary range will be increased from GS-062A to a new range of GS-066A, which will be a flat rate equal to step 1 of Range GS-066.
5. Effective July 8, 2018, the Police Officer Recruit Trainee salary range will be increased from GS-058A to range GS-062A, which will be a flat rate equal to step 1 of Range GS-062.

- B. BASE HOURLY RATE. For purposes of payroll computation, the base hourly rate for all affected employees shall be the applicable base salary multiplied by 12 and divided by 2080.

- C. PAYCHECK DEPOSIT. The City shall provide automatic deposit (electronic transfer) of the net paycheck of employee at the option of the employee. Employees must sign the required authorization form provided by the City and designated bank.
- D. OVERTIME.
1. An employee working in excess of their normally scheduled work day or in excess of forty (40) hours in a normally scheduled work week shall receive overtime at a time and one-half basis or equivalent compensatory time off, at the employee's option. Overtime work must be authorized in advance by an employee's appropriate immediate supervisor. Utilized vacation and/or holiday (including floating holidays) time shall be considered time worked for computation of overtime, contingent upon vacation and/or holiday time being utilized in a full work day increment. In addition, recovery time and emergency time as defined in Appendix A in any increment shall count as time worked for purposes of this Section.
    - a. A PBLE working in excess of 40 hours in a normally scheduled work week shall receive overtime at a time and one-half basis or equivalent compensatory time off at the employee's option. Utilized vacation and/or holiday (including floating holidays) time shall be considered time worked for computation of overtime, contingent upon vacation and/or holiday time being utilized in a regular scheduled work day increment.
  2. Employees who are scheduled to work overtime will be paid two (2) hours at their regular hourly rate if said scheduled overtime assignment is cancelled less than 12 hours before the scheduled report time. The overtime cancellation pay does not apply to overtime assignments which are scheduled or cancelled due to an emergency pursuant to Article V.P.
  3. COMPENSATORY TIME OFF.
    - a. Any employee may, at the employee's option, be credited with compensatory time off to be earned on the same basis as overtime.
    - b. Compensatory time off (CTO) shall not be granted to any employee for services for which the employee has been otherwise compensated.
    - c. Compensatory time off shall be scheduled at the City's discretion with due regard to the wishes of the employee and the City's work requirements. The City may require employee requests for compensatory time off be submitted to the City up to five (5) work days in advance to facilitate work scheduling by the City.
    - d. An employee may accrue a maximum of ninety (90) hours of compensatory time off.
    - e. Each year, employees may make an irrevocable election to cash-out accrued compensatory time anticipated to be earned in the subsequent fiscal year in accordance with the following procedures:
      - i. The employee must have a balance of at least 70 hours of CTO as of the last pay period ending in May.

- ii. The employee must make an irrevocable election by June 30 of that same year to cash-out future compensatory time accrued between the first pay period ending in July through the last pay period ending (PPE) in June of the next fiscal year, not to exceed 20 hours.
- iii. The cash-out shall be made on an hour-for-hour rate.
- iv. Payment shall be made in the second paycheck in July of the fiscal year following the year it was earned.
- v. The election cannot be changed voluntarily once made and submitted to Payroll in order to comply with Internal Revenue Service (IRS) requirements related to cash-outs of accrued leave. In addition, the actual cash-out will not exceed compensatory time hours actually earned during the eligible period or available to cash-out as of the pay period the cash-out is processed.
- vi. A timeline for Fiscal year 2017/18 election is provided below. This timeline is based upon the criteria described above and will follow a similar pattern in future years.

Date	Action
May 27, 2017	Must have accrued 70 hours of CTO
June 30, 2017	Must submit irrevocable election to Payroll by this date.
PPE 7/8/2017 through PPE 6/23/2018	Must earn and not use the number of hours requested for cash-out
July 19, 2018	Will receive payment of CTO elected to cash-out

The timeline Fiscal Year 2018/19 and FY 2019/20 will be as follows:

FY 2018/19	FY 2019/20	Action
May 26, 2018	May 25, 2019	Must have accrued 70 hours of CTO
June 30, 2018	June 30, 2018	Must submit irrevocable election to Payroll by this date.
PPE 7/7/2018 through PPE 6/22/2019	PPE 7/6/2019 through PPE 6/20/2020	Must earn and not use the number of hours requested for cash-out
July 18, 2019	July 16, 2020	Will receive payment of CTO elected to cash-out

**E. BILINGUAL PAY.**

- 1. Each affected non-probationary employee (other than those on new-hire probation) who has the ability to fluently converse in one of the following languages: Spanish, Cambodian, Vietnamese, Cantonese, Korean, Mandarin, Tagalog or American Sign Language, and uses the language in his/her work, shall receive additional compensation in the amount of seven hundred fifty dollars (\$750) per year. This additional compensation shall be paid to the qualifying employee over 24 pay periods during the fiscal year.
- 2. The City reserves the right to establish standards and procedures to determine if an affected employee is qualified to receive such compensation.

3. The City additionally reserves the right to review and expand the category of accepted languages that would qualify for bilingual pay. Multi-lingual compensation shall be limited to seven hundred fifty dollars (\$750) per annum.
4. Regardless of whether or not an employee is receiving bilingual pay, all employees having bilingual capability shall be required to reasonably respond to non-English inquiries directed to them in their capacity as a City employee.
5. PBLE shall receive prorated compensation based on the number of hours worked per week (e.g., .5 PBLE shall receive \$375 per year, and .75 PBLE shall receive \$562.50 per year for bilingual pay in compliance with this Section).

F. RETIREMENT.

1. For all miscellaneous employees hired in a regular full-time position prior to August 14, 2011, the City shall provide retirement benefits through participation in the California Public Employees' Retirement System (CalPERS) integrated two percent (2%) at fifty-five (55) Plan, as established by that system, effective the date of the adoption of the CalPERS contract amendment. The following retirement benefits are included in the City's contract with CalPERS:
  - a. Survivors Continuance;
  - b. 1959 Survivor Benefit;
  - c. "Single Highest Year" optional retirement benefit pursuant to Government Code Section 20042;
  - d. Military Service Credit as Public Service pursuant to Government Code Section 21024; and
  - e. Sick Leave accrual toward retirement credit.
2. Employees hired on or after August 14, 2011 who qualify as "classic members" in accordance with the 2013 Public Employees' Pension Reform Act (PEPRA) shall participate in a 2% at 60 Basic Plan as established by CalPERS. The following retirement benefits are included as part of the City's contract with CalPERS:
  - a. 1959 Survivor Benefit;
  - b. "Three-year Final Compensation" pursuant to Government Code Section 20037; and
  - c. Military Service Credit as Public Service pursuant to Government Code Section 21024.
3. Employees hired on or after January 1, 2013 who qualify as "new members" in accordance with PEPRA shall participate in the 2% at 62 Basic Plan as established by CalPERS. The following retirement benefits are included as part of the City's contract with CalPERS:
  - a. 1959 Survivor Benefit;

- b. "Three-year Final Compensation" pursuant to Government Code Section 20037; and
      - c. Military Service Credit as Public Service pursuant to Government Code Section 21024.
    - 4. Retirement Contributions:
      - a. Effective August 14, 2011, all employees (current and future) in the 2% at 55 and 2% at 60 retirement plans shall pay the member's contribution as a pre-tax salary deduction to CalPERS.
      - b. Effective the pay period closest to July 1, 2014, all employees in the 2% at 62 retirement plan shall pay one-half (1/2) of the normal cost as a pre-tax salary deduction. This rate is required by PEPRA, determined by CalPERS, and will be adjusted periodically. This rate is expected to remain at 6.25% through June 30, 2019.
- G. DISABILITY PLAN. The City will continue to provide a disability Plan which provides sixty-six and two-thirds percent (66 2/3%) of base salary with a sixty (60) day waiting period. The employee will be required to utilize available leave accruals during this sixty (60) day waiting period. Benefits begin after the elimination period has been satisfied and all leave accruals have been exhausted.
- H. VISION INSURANCE. The City shall make available at least one (1) vision plan at no cost to the City. Those employees electing to enroll in said plan shall pay all premiums. The Union will have an opportunity to review any proposed plan changes prior to implementation.
- I. LIFE INSURANCE. The City shall provide affected employees a life insurance policy in the amount of \$30,000 plus Accidental Death and Dismemberment and shall contribute as appropriate.
- J. DENTAL INSURANCE.
  - 1. The City agrees to pay dental insurance premiums for each employee and his/her dependent(s), up to \$75 per month.
    - a. City agrees to pay dental insurance premiums for each PBLE Library employee based on the number of hours worked per week (e.g., .5 PBLE shall receive \$37.50 and .75 PBLE shall receive \$56.25 per month).
  - 2. The City will offer at least two (2) dental plans. The City has the management right to select the dental plan with the best benefits for its employees. The Union will have an opportunity to review any proposed plan changes prior to implementation.
- K. HEALTH INSURANCE.
  - 1. City agrees to pay health insurance premiums for each employee and his/her dependent(s) up to \$700 per month.
    - a. If any other City employees' association receives a health insurance increase which exceeds the current level of the PCEA, the PCEA health insurance contribution shall be increased to equal that of the higher City employees'

association. This “me too” provision applies only to increases in the \$700 health insurance contribution and does not apply to the Section 125 Benefit Plan contribution in V.M.4., which is initially being implemented the first pay period of June 2018.

- b. Married City employees may combine the City’s contribution for medical insurance to use to pay the cost for dependent medical insurance which exceeds the City’s contribution or being covered under their spouse’s City insurance plan and place the Cash-in-Lieu amount into the City’s deferred compensation plan provided for under Article V.L. Any balance from the City’s contribution will remain with the City.
- c. The City shall continue to offer health plans through CalPERS Basic Plan with plan selection at the employee’s option.

L. CASH-IN-LIEU.

Employees who provide the City with satisfactory proof of alternate group health coverage comparable to the City’s offered health insurance plans can decline in writing coverage on the City’s medical insurance plans. The alternative health coverage must meet all requirements of the Affordable Care Act (ACA) and related regulations for an eligible Opt-Out Arrangement. The employee meeting all of the ACA requirements can take as cash the employee only premium which is equal to the least expensive City medical plan and may then elect to place that amount into the City’s deferred compensation program through payroll deduction.

M. SECTION 125 BENEFIT PLAN.

1. An IRS code Section 125 benefit plan shall be established providing employees with the opportunity through payroll reduction, to pay for legally permissible benefits. The City shall designate a plan administrator to administer the plan. Any and all charges, including charges for reimbursement accounts under the plan, shall be paid by the employee for whom the charge is assessed. The City shall not be responsible for the cost of administering the plan. The Union and the City shall jointly notify employees of the flexible benefit plan and of their rights and their responsibilities under the plan. Each employee must be offered opportunity to participate in the plan.
2. The Section 125 plan will consist of the current health insurance and dental insurance plans, plus any optional insurance benefits offered by the plan administrator. Employee only health coverage will be mandatory to participate in the plan, unless the employee can provide proof of alternate group health coverage in a comparable plan to the City’s that meets the requirements of the Affordable Care Act.
3. The cost for medical and dental insurance which exceeds the City’s contribution is the responsibility of the employee and the employee will cover the cost through payroll reduction (pre-tax dollars). Any balance remaining from the City’s contribution will remain with the City. The purchase of optional benefits will be the responsibility of the employee through payroll reduction. No City contribution will be made towards optional benefits.
4. Section 125 Benefit Plan Contribution.

- a. Effective the first paycheck in June 2018, the City shall make a City contribution to the Section 125 Benefit Plan of \$25 per month.
  - b. The Section 125 Benefit Plan contribution may be used to pay for excess health, dental, or vision premiums or may be taken in taxable cash.
  - c. The Section 125 Benefit Plan contribution is separate from the Health Contribution in Section V.K. the Section 125 Benefit Plan Contribution is not subject to the “me too” clause in V.K. Retired City employees are not eligible to receive the Section 125 Plan Benefit Contribution.
5. The City may reopen negotiations on this Section, and/or related health insurance sections, at any time during the term of this Agreement to address the impact of the Affordable Care Act.
- N. COLLATERAL RETIREE BENEFIT.
1. The City agrees to pay up to \$100 per month to any eligible affected retiree; eligibility is as defined in subparagraph a. below.
    - a. Employees hired prior to August 1, 2011 and who are retiring with at least twenty (20) years of service with the City of Pomona, shall be provided the \$100 per month retiree benefit payment for use at the retirees’ option.
    - b. This benefit terminates when the affected retiree becomes eligible for Medicare insurance, or any equivalent program in force at the time of eligibility.
    - c. This Article does not diminish or alter retiree health insurance benefits provided to affected employees retiring prior to July 1, 1987.
- O. DEFERRED COMPENSATION PLAN. The City will offer a deferred compensation program. The City reserved the right to accept or reject any particular plan and to impose specific conditions upon the use of any plan that provides for the best interests of both the employees and the City. Such plan shall be implemented without cost to the City. The Union will have an opportunity to review any proposed plan changes prior to implantation.
- P. LICENSES, PERMITS AND PHYSICAL EXAMINATIONS.
1. Driver’s Licenses.
    - a. The City shall reimburse employees for the cost of renewing Class A and Class B driver’s licenses in those instances where the City requires the employee to operate an upgraded vehicle and possession of an upgraded license is State mandated.
    - b. The City shall pay for the cost of a mandated physical examination when a City required Class A or B license is renewed, in an amount not to exceed the fee which a City retained physician would charge for the examination administered by the private physician. In no case shall the payment for testing or examination be in excess of that mandated by statute.

- c. The City will only pay for Driver's Licenses as specified above. The City will not pay for these costs where the holding of a driver's license is a condition precedent to becoming employed or promoted to a position requiring additional licensing or certification. However, in any instances where an employee is required by management to perform duties in a position requiring additional licensing or certification (as a result of reclassification and otherwise), the City shall reimburse the employee for the costs of tuition and materials related to obtaining said driver's license.

2. Certificates and Licenses.

- a. The City shall reimburse the employee for the cost of tuition and materials related to obtaining certificates and licenses which are requirements for continuing employment.
- b. The City shall not pay any such cost where the holding of a license or certificate is a condition precedent to becoming employed or to promoting to a position requiring additional licensing or certification. However, in any instance where an employee is required by management to perform duties in a position requiring additional licensing or certification (as a result of reclassification and otherwise), the City shall reimburse the employee for the costs of tuition and materials related to obtaining said license or certificate.
- c. The City may, at its sole discretion and subject to the availability of funds, pay for or reimburse an employee for the cost of tuition and materials related to obtaining and/or renewing water and wastewater certifications, or other job-related certifications, not required of the employee's immediate position but that would be beneficial to the City.

d. Payment Procedures.

- i. New Licenses and Certificates. The City will reimburse the employee for the costs as described herein.
- ii. Renewals Submitted At Least 60 Days Prior to Renewal Date. The City will directly pay for the renewal for certificates and licenses (not including Driver's Licenses) if all required documentation is submitted by the employee to the City in accordance with designated procedures at least 60 calendar days prior to the expiration of the license or certificate.
- iii. Renewals Not Submitted At Least 60 Days Prior to Renewal Date. It is the employee's responsibility to pay for the renewal of licenses and certificates unless complete documentation is submitted 60 days prior to the expiration of the license or certificate. The City will reimburse the employee for eligible costs upon receipt of the required documentation.
- iv. Exceptions to the pay and reimbursement procedures described herein may be approved by the Finance Director.

3. Failure to Maintain Driver's License, Certificate or License.

- a. Employees are required to obtain and maintain any driver's license, certificate or license if it is indicated as a job requirement.
- b. Any employee failing to maintain such driver's license, certificate or license, will be placed on a thirty (30) calendar day leave. During such leave, the employee may use vacation or compensatory time accruals.
- c. If the employee fails to obtain the license or permit during the 30 day leave, the City will attempt to place that employee in a City job of equivalent or lower classification (at the same or lower salary scale as applicable) which does not require licensing or certification, from which the employee is excluded or does not possess, providing the employee is able to perform the duties of the new classification. A new probationary period shall be completed unless a probationary period was successfully completed at an earlier time. If a position is not available which meets these guidelines, the employee will be separated from City service.

Q. STANDBY. Employees who are required by the City to be available to respond to emergencies outside of their scheduled hours of work shall receive standby pay.

1. Standby duty requires that employees so assigned be:
  - a. Ready to respond.
  - b. Reachable by telephone or mobile device.
  - c. Able to report to work within thirty (30) minutes of being notified unless a different response time has been so determined by the responsible department.
  - d. Refrain from activities which may impair the employee's ability to perform assigned duties.
2. Standby duty shall be compensated at the rate of two (2) hours regular pay on days the employee is regularly scheduled to work; three (3) hours regular pay for the days the employee is regularly scheduled off; and three (3) hours regular pay for a designated holiday that the employee does not regularly work.
3. Assignments to standby duty shall be made in writing by the appointing authority. Any person assigned to standby duty shall be given reasonable advance notice. Failure to respond may result in the loss of standby pay and/or other disciplinary action.
4. Except in a declared emergency, employees not assigned to standby have no obligation to respond if called.

R. CALL BACK. Call back is defined as an unscheduled return to duty outside of regularly scheduled work hours. However, a mere extension of regularly scheduled work hours does not constitute a call back.

1. All time worked on call backs shall be compensated in accordance with the overtime provisions of this Memorandum of Understanding. In addition to any such overtime pay,

each employee called back o work shall be paid one (1) hour of compensation at straight time rate for each call back.

- a. Anytime an employee is ordered to return to work, outside the employee's regularly scheduled work hours, regardless of the amount of prior notice given, the employee is entitled to call back pay.
  - b. Anytime an employee is asked if she/he would like to voluntarily work overtime, outside of the employee's regularly scheduled work hours, and the overtime shift beings within 24 hours of the initial request, (whether the request was verbal, voice mail or e-mail), the employee would be entitled to call back pay. If the shift begins more than 24 hours after the initial request, the employee is not entitled to call back pay.
2. Except as described below, computing of work time shall commence at the time the employee receives the call to return to work and shall end upon completion of the work for which he/she was called in.
  3. As regards to non-sworn police personnel, computation of work time shall commence forty-five (45) minutes prior to the time the called-back employee commences performing services and ends upon completion of the work for which the employee was called in.
- S. TUITION REIMBURSEMENT. Upon the recommendation of his/her Department Director and approval by the Human Resources Director, any regular employee may be reimbursed for accredited course work directly related to his/her job which is considered as valuable training for personal development and promotion in the career service of the City. Said recommendation and approval must be made on Personnel Form No. 15, "Tuition Reimbursement Form." Each completed form should be supplemented by official documentation of the nature and scope of the proposed educational or training program, including the estimate of the total costs required for such course work. Department Directors must indicate their approval by signing the form prior to submission to the Human Resources Department. Such tuition reimbursement shall be governed by the following:
1. Any full-time regular employee may be reimbursed up to a maximum of \$500 per fiscal year for tuition and/or registration fees incurred for course work, which ahs prior approval as provided above, through accredited high schools, trade schools, correspondence schools, colleges and universities. The City shall provide for books, parking and related incidental costs, excluding transportation expenses, not to exceed the maximum allowance.
    - a. A PBLE may receive prorated compensation based on the number of hours worked per week (e.g., .5 PBLE shall receive \$250 per fiscal year and .75 PBLE shall receive \$375 per fiscal year).
  2. Reimbursement will not be granted if:
    - a. The employee is receiving funds for the same course work from another source (i.e. G.I. Bill, scholarship, etc.).

- b. The course work is required as a condition of original employment as evidenced by a temporary written waiver of the minimum educational requirements by the Department Director and written acceptance of such conditions by the affected employee.
  - c. The employee is participating exclusively in an Intern Program with the City.
  - d. The employee fails to achieve a grade of or equivalent to "C" or "pass" or above in each course taken.
3. Upon completion of the approved course(s), the employee must submit a certificate of completion and/or a report of grades and an official receipt for tuition and/or registration fees and/or incidental costs to the Human Resources Department for final reimbursement approval.
  4. When an employee is directed by the City manager to participate in a particular course, seminar or conference, all expenses and costs will be paid by the City; provided, however, notwithstanding any other provisions of these rules, the approval of courses involving tuition reimbursement or prepaid training programs shall in all cases be governed by the availability of funds.
  5. If an employee voluntarily resigns his/her employment with the City or is terminated for disciplinary reasons within six (6) months after receiving reimbursement for voluntary training, educational programs or course work, such employee shall reimburse the City for all monies paid him/her both for course work in which he may be currently enrolled or course work completed dating six (6) months from his/her termination date.
  6. During the term of this Agreement, the parties agree to discuss education incentive pay.

T. UNIFORMS.

1. The City shall provide, on or about his/her service anniversary date, two (2) pairs of uniform pants and two (2) uniform shirts (or other articles of clothing not to exceed the equivalent cost) to affected employees who are required to wear a uniform in the classifications determined by the Police Chief.
2. Any employees required to wear uniforms, provided but not cleaned by the City, shall receive \$40 per month, \$480 per year for cleaning of said uniform.
3. The City will provide appropriate persona, protective equipment on an as-needed basis.
4. Employees who are not required to wear a uniform but opt to wear one with the approval of the Police Chief will receive one (1) pair of uniform pants and shirt at time of employment and will be responsible for the cleaning and maintenance of such uniform.
5. Jacket. Employees required to wear a uniform who work outside shall be issued a jacket by the City.
6. Boot Reimbursement.

- a. Employees who are required by the employee's department to wear safety footwear shall be reimbursed for one pair of boots up to \$150 per fiscal year within 30 days of receiving a receipt and request for reimbursement from the employee.
- b. The footwear must meet ASTM or other industry-approved standards appropriate for the employee's work assignment and classification, as determined by the Department Director and the Human Resources/Risk Management Director.
- c. The Human Resources/Risk Management Director shall determine the specific classifications and positions that are eligible for boot reimbursement. General categories of eligible employees include:
  - Code Compliance Inspectors
  - Crime Scene Investigator
  - Rehabilitation Specialist
  - Equipment Mechanics
  - Property and Evidence Technician
  - Public Services Maintenance Workers
  - Rangemaster
  - Solid Waste Drivers
  - Water/Wastewater field positions
  - Any other classification or position required to work in the field and wear safety boots as recommended by the Human Resources/Risk Management Director and approved by the City Manager.

U. ONE-TIME PAYMENT.

1. FISCAL YEAR 2017-18. Effective no later than the pay period beginning May 13, 2018 (pay date of June 7, 2018), a one-time payment will be made to each employee in a paid status as follows: \$2,400 to each employee who is enrolled in family or two-party medical coverage as of the pay period beginning April 29, 2018; and \$2,000 to each employee who waives medical coverage or is in single coverage as of the pay period beginning April 29, 2018.
2. FISCAL YEAR 2018-19. Effective the pay period beginning February 17, 2019 (pay date of March 14, 2019), a one-time payment will be made to each active employee in a paid status as follows: \$2,400 to each employee who is enrolled in family or two-party medical coverage as of the pay period beginning February 3, 2019; and \$2,000 to each employee who waives medical coverage or is in single coverage as of the pay period beginning February 3, 2019.
3. These payments will not be reported to CalPERS as compensation (i.e. they are not "PERSable").

**ARTICLE VI. NEW EMPLOYEE ORIENTATION**

The City will agree to distribute to affected employees, written materials regarding the Union.

## **ARTICLE VII. ATTENDANCE AND LEAVES**

### **A. HOURS OF WORK.**

1. **Work Week.** All unit members set forth in Appendix B work a 4/10 or 9/80 work week except for the following classifications:
  - a. Solid Waste Driver, Graffiti Removal Worker, and Lead Graffiti Removal Worker work a 5/8 schedule.
  - b. **Library Department.** Library employees will generally work a 40-hour week consisting of four (4) 8.5-hour days and one (1) 6-hour day.
    - 1) Library employees who work on Saturday normally will work two (2) Saturdays out of every five (5). However, should shortages or reductions in staffing occur for any reason, this schedule may be re-evaluated and changed.
    - 2) The Library will generally remain open on all Saturdays that are not City-paid holidays; however, the Library shall be closed the Saturday of Labor Day weekend and the Saturday of Christmas weekend. Exceptions will be considered and determined by the Board of Library Trustees.
    - 3) PBLE shall general work the following:
      - a) .5 PBLE employees shall generally work two (2) six (6) hour days, one (1) five (5) hour days, with one six (6) hour day every other Saturday.
      - b) .75 PBLE employees shall generally work three (3) nine (9) hour days, one (1) six (6) hour day every other Saturday.
2. **Police Department Work Week.** All non-sworn employees of the Police Department shall work a 4/10 schedule with the exception of the Helicopter Pilot who will be assigned at the discretion of the Police Chief. The City and Union agree that the Police Chief will have the discretion to assign classifications to an alternate work schedule after considering information provided and after considering operational needs.
3. **MEAL PERIODS.**
  - a. Each employee shall be authorized a meal period which, wherever possible, shall be at the approximate midpoint of the employee's basic work day consistent with Department/Division staffing requirements. The meal period shall not be less than thirty (30) minutes, and not greater than sixty (60) minutes, as scheduled by the responsible Department Director or Division Manager, except that when a work day of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the City and the Employee. Meal periods are not normally considered time worked. An "on-duty" meal period shall be permitted only when the nature of the work prevents the employee from being relieved of all duty and only in this case shall it be considered as time worked.



shall only be used in those instances where the employee is unable to perform the essential duties of his or her position.

- a. An employee's immediate family shall consist of the employee's spouse, registered domestic partner, children, step-children, the employee's or spouse's mother, father, brother, sister, grandchildren, grandparents, other members of the employee's family residing in the employee's home; or other members of the employee's family primarily dependent on the employee.

2. SICK LEAVE USE.

- a. An employee may be granted sick leave only in case of actual sickness as defined in Article VII, D, 1 above. In the event that an employee recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.
- b. In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor or his/her designee, no less than thirty (30) minutes before the time established as the beginning of the employee's work day, unless the City determines that the employee's duties require more restrictive reporting.
- c. Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury, or disability purposely caused by willful misconduct.
- d. Sick leave shall not be granted to any employee absent from duty after separation from City service, or during a City authorized leave of absence, without pay, or any other absence from duty not authorized by the City.
- e. Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.
- f. In the event that an employee has applied for sick leave use for three (3) or more consecutive scheduled working days, the City may require a physician's certification documenting that the absence is a result of a personal illness or injury or the illness or injury of an immediate family member as defined in this section, the expected date the employee may return to work, and if there are any restrictions on the employee's ability to work.
- g. The City may, for reasonable cause, require a physician's certification documenting that the absence is a result of a personal illness or injury or the illness or injury of an immediate family member as defined in this section, the expected date the employee may return to work, and if there are any restrictions on the employee's ability to work. Reasonable cause may exist where an employee's pattern of use indicates evidence of abuse. Such patterns may include consistent use of sick leave on work days immediately preceding or following days off, repeated use of sick leave following pay day, and use of sick leave as it is accrued.

Upon advising an employee that they are required to provide a physician's certification or denying a request for sick leave with pay, the City shall provide

the employee with the reasons for said requirement or denial, including documents relied upon and counsel the employee on the proper use of sick leave.

- h. No employee shall receive reductions in performance evaluation ratings for legitimately using sick leave. Sick leave utilization may, at the supervisor's discretion, be considered as a factor in determining performance evaluation ratings, where documented admonishment(s) have been made during the evaluation period.

3. SICK LEAVE ACCRUAL.

- a. All employees shall accrue one (1) work day of sick leave, beginning on the Service Anniversary Date, for each month of service spent as a City employee. Such accrual shall take place on a bi-weekly basis. For purposes of this Section, a work day shall equal the employee's normal daily hours of work.
  - 1) PBLE shall receive a prorated work day as follows: .5 PBLE shall receive five (5) hours per month and .75 PBLE shall receive a seven and one-half (7.5) hours per month.
- b. Sick leave may be accrued to a maximum of one thousand (1000) hours.
- c. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.
- d. Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as otherwise regularly provided by this Agreement.
- e. Sick leave shall not be accrued by any employee absent from duty after separation from City service, or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.

E. REIMBURSEMENT FOR ACCRUED SICK LEAVE.

1. Upon separation, any employee hired before July 1, 1977, shall be paid fifty percent (50%) of the employee's total accrued sick leave provided such employee has accrued not less than one hundred ninety-two (192) hours of sick leave at the time of separation. Such reimbursement shall be at the employees' salary rate at the time of separation and reduce the employee's total amount of accrued sick leave to zero.
2. Any employee hired after July 1, 1977 with at least ten (10) years of service with the City of Pomona who separates from the City in good standing (not terminated for cause or resigned in lieu of termination), shall be paid for fifty percent (50%) of employee's total accrued sick leave provided the employee has a balance of accrued sick leave of no less than five hundred (500) hours of sick leave.
3. Any employee hired after July 1, 1977, who takes a service retirement, shall be paid for fifty percent (50%) of the employees total accrued sick leave provided the employee has a balance of accrued sick leave of no less than two hundred eighty-eight (288) hours of sick leave.

4. Based on approval by PERS, upon retirement, employees may apply all accrued sick leave toward retirement credit in lieu of reimbursement as provided herein.

F. SICK LEAVE CONVERSION PROGRAM.

1. Any employee having a sick leave balance of 344 hours or more as of the last pay period ending in October of each year shall be eligible to convert accrued sick leave to vacation on the following basis:
  - a. This conversion program applies to sick leave hours earned but not used in the previous 12 months (eligibility period).
  - b. Such sick leave shall be converted at the rate of two (2) sick leave hours for one (1) vacation leave hour not to exceed 48 hours of additional vacation leave hours.
  - c. Any vacation earned by virtue of this conversion program shall be taken in accordance with Article VII, I. Employees who exceed maximum vacation accruals as a result of this conversion shall have twelve (12) months to reduce accruals below the maximum.

G. BEREAVEMENT LEAVE.

1. A probationary or non-probationary employee is entitled to a leave of absence due to the death of a member of his/her immediate family, not to exceed four (4) days if travel within the area is required or five (5) days if out-of-area travel (Refer to Appendix A, Item #13) is required and the employee completes the travel.
  - a. A PBL, probationary and non-probationary employee is entitled to a leave of absence (per occurrence) due to the death of a member of his/her immediate family not to exceed four (4) days, or five (5) days if out-of-state travel is required, (prorated by PBLE).
2. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other provisions of this Agreement.
  - a. An employee's immediate family shall consist of the employee's spouse, registered domestic partner, children, step-children, the employee's or spouse's mother, father, brother, sister, grandchildren, grandparents, other members of the employee's family residing in the employee's home; or other members of the employee's family primarily dependent on the employee.
3. Additionally, regular employees may utilize sick leave or vacation leave if additional leave is needed due to the death of a family member as defined under Article VII, G, 2(a) above. An employee shall notify the appropriate immediate supervisor or his/her designee of the need for bereavement leave as soon as practical before the first day of bereavement leave.
4. Employees may use up to three (3) days of sick leave due to the death of a family member not defined above.

H. HOLIDAYS.

1. Employees shall receive the following paid holidays on a straight-time regular rate of pay basis:
  - a. January 1, New Year's Day;
  - b. Third Monday in January, known as Martin Luther King Jr. Day.
  - c. The third Monday in February, known as "President's Day";
  - d. The last Monday in May, known as "Memorial Day";
  - e. July 4, Independence Day;
  - f. The first Monday in September, known as "Labor Day";
  - g. November 11, known as "Veterans' Day";
  - h. "Thanksgiving Day";
  - i. The day after "Thanksgiving Day";
  - j. December 24, Christmas Eve;
  - k. December 25, Christmas Day.
2. In the event that any of the above holidays falls on a Sunday, the first work day following will be observed as the holiday. In the event that any of the above holidays falls on a Saturday, the preceding workday will be observed as the holiday. Additionally, if the holiday falls on the employee's flex day, the employee shall take off the working day immediately preceding or following the holiday, with the supervisor's approval, as long as day off falls within the same pay period.
  - a. For the Christmas and New Year's holidays, the City reserves the right to schedule the date of observance immediately before or after such holiday, so as to cause the least disruption to City services and the public.
3. Regular employees shall be credited with two (2) work days of floating holiday time each January 1<sup>st</sup>. Except as provided herein, there shall be no carry over of a floating holiday into the next calendar year or cash payment of floating holiday time. PBLE who are .5 PBLE shall be credited with one (1) work day of floating holiday each January 1<sup>st</sup>. .75 PBLE employees shall be credited with one and one-half (1 ½) floating holidays.
  - a. Floating holiday time off shall be scheduled at the City's discretion with due regard to the wishes of the employee and the City's work requirements or may be used for personal/emergency situations without advanced approval. However, employees who have requested floating holiday time off and have been denied a reasonable opportunity to take the floating holiday off during the calendar year shall be compensated for said time.

- b. Floating holidays may be taken in minute increments.
  - c. For purposes of this article, a work day shall equal the employees normally scheduled daily hours of work.
4. In the event that a holiday falls on an employee's regularly scheduled work day, and the employee is required to work, then the employee shall be entitled to receive holiday pay on a time and one-half basis in addition to regular pay, or a day off in lieu thereof, at the City's discretion. If the employee is off work on a holiday for any reason, then the employee will receive Holiday Pay only and is not entitled to receive any other compensation (i.e. sick leave, vacation, etc.).
- I. VACATION LEAVE.
1. VACATION USE.
- a. All employees shall be entitled to annual vacation leave with pay as provided in this Agreement.
  - b. Scheduling of employee vacation leave shall be at the discretion of the City with due regard to the wishes of the employee and the work requirements of the City.
  - c. All time to be granted in a manner compatible with the City's current payroll program.
  - d. Vacation leave shall not be granted to any employee after notice of separation from City service for the purpose of extending benefits or separation date, or during a City authorized leave of absence without pay or any other absence from duty not authorized by the City.
  - e. Vacation leave shall be accrued but shall not be granted to any employee during the first six (6) full calendar months of service.
2. VACATION ACCRUAL.
- a. VACATION ACCRUAL RATES. All employees shall accrue vacation leave, beginning on the service anniversary date, for each pay period of service as a City employee as provided below: All vacation accruals for PBLE shall be prorated based on the number of hours worked per week.
    - 1) During an employee's first four (4) full consecutive years of employment, the employee shall accrue vacation leave at the rate of 80 hours of vacation leave per year.
    - 2) Beginning with an employee's fifth (5<sup>th</sup>) consecutive year of employment and extending through the ninth (9<sup>th</sup>) full consecutive year of employment, the employee shall accrue vacation leave at the rate of 160 hours vacation leave per year.
    - 3) Beginning with an employee's tenth (10<sup>th</sup>) consecutive year of employment and extending through the fourteenth (14<sup>th</sup>) full consecutive

year of employment, the employee shall accrue vacation leave at the rate of 184 hours of vacation leave per year.

4) Beginning with an employee's fifteenth (15<sup>th</sup>) consecutive year of employment, the employee shall accrue vacation leave at the rate of 200 hours of vacation leave per year.

(5) Extending through the twentieth (20<sup>th</sup>) consecutive year of employment, the employee shall accrue 8 hours of additional vacation leave per year with a maximum accrual of 240 hours per year.

- b. All employees shall take annual vacation leave away from their job duties. Accrued vacation leave may not exceed the amount an employee accrues in a 24-month period, unless the employee is not able to take vacation leave due to an urgent need of the City. If the City has prevented an employee from taking his/her annual vacation leave, causing the employee to accrue leave beyond the amount permitted herein, the employee shall have the right to a six month extension of the period in which vacation will continue to accrue above the maximum otherwise allowed, provided that: The employee requests such extension at least thirty (30) days prior to the point of maximum, and provided that such request shall document the employee's plan to take one year's vacation leave during the period of such extension, subject to City approval. Although the City and the employee may agree to change the date of such vacation period, the City shall pay the employee for the vacation time, should the City preclude the employee from taking the planned vacation.
- c. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave.
- d. Employees granted a leave of absence with pay or other approved leave with pay shall accrue vacation leave as otherwise regularly provided by this Agreement.
- e. Vacation leave shall not be accrued by any employee absent from duty after separation from City service, or during a City authorized leave of absence without pay or any other absence from duty not authorized by the City.

J. COMPENSATION FOR ACCRUED VACATION LEAVE.

- 1. Upon separation, employees will be compensated for all vacation leave accrued, except for the additional hours accrued above the current cap during the term of this Agreement, in accordance with these rules and regulations. Such compensation shall be at the employee's salary rate at the time of separation.
- 2. In the event that a holiday recognized in the Agreement occurs during an employee's scheduled vacation leave, then such holiday shall not be considered as vacation leave used by the employee.

K. LEAVE OF ABSENCE WITHOUT PAY.

- 1. An employee who has successfully completed the original probationary period may submit to the appropriate immediate supervisor a written request for a leave of absence

without pay. A leave of absence without pay shall normally not exceed a period of one (1) year and shall be for the specific purpose of obtaining improved job training or recuperating from an extended illness for which all available leave has been exhausted, or for attending to urgent personal affairs. However, in a case of special or extenuating circumstances, an employee may apply for additional leave for a specific period of time. Use of a leave of absence without pay for a purpose other than that requested shall be considered as an employee's automatic resignation from the City service. No leave of absence without pay shall be utilized to permit an employee to seek other employment or to permit an employee to engage in non-City employment where the employment is an internship and/or advanced training which enhances job skills. The City shall have sole discretion to approve or disapprove any such request or any extension of said approved leave.

- a. Leave During Use of Catastrophic Donation Time. Employees who have exhausted all accrued time must submit to the appropriate immediate supervisor a written request for a leave of absence without pay. The maximum amount of leave of absence without pay as described in Article VII, K, 1 will run concurrently with Catastrophic donations.
2. Any employee having been granted a leave of absence without pay and not reporting for work promptly upon its expiration shall be considered to have automatically resigned from the City service.
3. At the discretion of the City, a leave of absence without pay may be extended, provided the employee has received prior approval for said extension. In no case shall the original leave and extension exceed one year.

L. COMPENSATION FOR JURY DUTY.

1. An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall be paid up to and including fifteen (15) working days of salary and benefits during each fiscal year while engaged in such activities. Any employee called to serve as a juror shall receive his/her regular compensation while on such leave, provided that the employee remits to the City any payments or fees received as a juror, except for mileage reimbursement. Employee shall provide from the court's certification of the amount of time served on jury duty each day for which jury duty leave with pay is requested. Employees shall return to their regular job assignment after being released from jury duty provided the employee can work at least one-half (½) of their shift.
2. Compensation shall extend beyond fifteen (15) working days only upon provision to the City of a certified court document showing that trial counsel and/or the Court estimated the trial for which an employee has been selected as juror, to be a fifteen (15) or more working days in duration.
3. This Section is not to be interpreted as requiring an employee to work and/or serve as a juror for more than the regularly scheduled work hours in any twenty-four (24) hour period.
4. The employee shall advise the Human Resources/Risk Management Director upon receiving a court order to appear beyond the initial fifteen (15) working days as a juror.

The granting of such leave with pay shall be subject to the approval of the City Manager or designee, consistent with the requirements set forth herein.

- M. ADMINISTRATIVE LEAVE. The City places employees on administrative leave when it is the City's discretionary opinion that continuing presence at the job site would create or may tend to create a disruption to the working environment or may possibly impact the efficient operations of the Department. Administrative leave shall be paid only in those instances where the employee is otherwise fit to perform his/her duties and represents that he/she is fit to perform those duties. Any employee placed on administrative leave shall be available to report to duty within two hours during the employee's normal working hours.
- N. MATERNITY LEAVE. Maternity leave benefits are covered by the Federal Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability Act. Benefits are described in the City's Administrative Policy and Procedure, Policy #9 – Family and Medical Leave Policy.
- O. PATERNITY LEAVE. Paternity leave benefits are covered in the Federal Family and Medical Leave Act of 1993 or the California Family Rights Act of 1993. Benefits are described in the City's Administrative Policy and Procedure, Policy #9 – Family and Medical Leave Policy.
- P. WITNESS LEAVE. Employees shall receive regular pay for hours of absence from work resulting from being subpoenaed to testify as a witness in a job-related court case. Non-Sworn public safety personnel who are required to appear in court outside of their normal work schedule shall be paid in accordance with call-back compensation.

## **ARTICLE VIII. SEPARATION FROM CITY SERVICE**

- A. MANNER OF SEPARATION. Separation of an employee from the City service may be accomplished in any of the following alternative manners:
  - 1. Completion of work assignment or project.
  - 2. Resignation is voluntary separation initiated by the employee. Employees should submit a letter of resignation to the appropriate immediate supervisor a minimum of two (2) weeks prior to the resignation date.
  - 3. Retirement which may be either deliberate or by virtue of disability.
  - 4. Layoff in accordance with the procedure as provided in Section VIII.B of this Agreement (below).
  - 5. Discharge as a result of disciplinary action as provided in this Agreement.
  - 6. Death.
- B. LAYOFF PROCEDURE. Layoff may be initiated at the City's discretion because of a material change in job duties or organization, a shortage of work or funds. The City reserves the right to determine which services will be discontinued and which positions will be abolished.

1. Layoff action shall not take effect until an employee to be laid off has had forty-five (45) calendar days' advance notice. The City and Union agree to meet and confer on this item during the term of this Agreement, but no sooner than September 30, 2010.
2. The City will continue payment of health/dental premiums for three (3) months after layoff.
3. Upon request, the City shall meet with the employee and/or the employee's representative concerning the impact of the City's decision to initiate layoff action.
4. Seniority for PBLE shall be determined on a month for month basis, and not prorated.

C. ORDER OF LAYOFF.

1. Employees with less than five (5) years of service with the City shall be subject to layoff based on the date the last employee's performance evaluation was given to the employee. Such performance evaluation shall have been given to the employee at least three (3) months prior to any City decision that may result in a layoff. However, if no performance evaluation is on file, the employee's performance will be inferred as "Meet Standards".
  - a. Employees with below standard performance evaluations shall be laid off first, followed by employees with standard performance evaluations. Of those employees in each of the performance categories, the least senior employee shall be laid off first.
2. Employees with more than five (5) years of service with the City shall be subject to layoff based on seniority. Seniority shall be defined as total time with the City based on the employee's initial date of hire in a regular full-time position, except for those employees who were demoted into the bargaining unit, their seniority shall commence at the time of the demotion for the purpose of layoff only.
  - a. In the event of a tie between two employees, after applying the above procedure, the employee with the lesser most recent performance evaluation shall be laid off first. If neither has a better performance evaluation than the other, the order of layoff shall be determined by lot.
3. Employees whose positions have been abolished shall have the right to displace in the following order:
  - a. Any classification in which they have previously worked having the same or lower salary.
  - b. Any vacant position with the same or lower salary from which they are being laid off and for which they meet the minimum qualification.
4. An employee who is laid off or displaced to a lower classification shall be reemployed in the following order (each step to be exhausted before moving to the next step):
  - a. Automatically appointed to any vacant position from which he/she was laid off or displaced.

- b. A vacant position for which they are qualified in the inverse order of layoff. The City will notify by certified mail, laid off/displace employees of all vacancies for which the employee is eligible for appointment. Such notice will be made for a period of one (1) year from the date of layoff/displacement. A laid off employee who fails to report for appointment shall automatically be removed from the notification list.
5. Employees serving a probationary period, in classifications affected by layoff, as well as, hourly/part-time and/or extra help employees serving in general services positions, in departments affected by layoff, shall be laid off prior to the layoff of any regular employee.
  - a. Vacant positions temporarily being filled by extra help/part-time employees shall be available to laid off or displaced employees pursuant to this Article.
  - b. However, in the event a laid off or displaced employee does not qualify for the vacant position, the City may retain the extra help/part-time employee for a period not to exceed ninety (90) days from the effective date of any layoff.
  - c. Seasonal, and/or hourly/part-time employees (i.e. Library and Community Services Employees), may be exempted from this Section.
6. City agrees to meet and confer on the effect of a reduction in force in a classification not represented by Union, if it has an effect on a classification represented by the Union.

## **ARTICLE IX. INDUSTRIAL INJURIES AND ACCIDENTS**

The State Workers' Compensation Laws and this Agreement shall govern all aspects of duty- related injuries, illnesses and accidents.

### **A. INJURY AND ILLNESS REPORTING.**

1. All duty-related injuries or illnesses which require medical treatment shall be reported to the appropriate immediate supervisor within 24 hours. If the employee is incapacitated or other extenuating circumstances exist, rendering the employee unable to report the injury or illness within 24 hours, then the employee or their representative shall report the injury or illness as soon as physically possible.
2. If an injury or illness occurs at the end of the work week and if an immediate supervisor is not available, then the injured employee shall leave a message on the supervisor's voicemail within 24 hours, with the following details: date/time of injury, nature of injury, how it occurred, where it occurred, if the employee sought medical treatment and if so where, and if the employee will return to work on the next work day. Then, the employee shall report to the supervisor either via telephone or in person, on the next work day, in order to receive the required paperwork and to present any doctor's note. If the employee is incapacitated or other extenuating circumstances exist, rendering the employee unable to report the injury or illness within 24 hours, then the employee or their representative shall report the injury or illness as soon as physically possible.

### **B. ACCIDENT REPORTING.**

1. Any duty-related accident which results in any injury or property damage shall be reported to the appropriate immediate supervisor within one (1) hour by any accident-involved employee. If the employee is incapacitated or other extenuating circumstances exist, rendering the employee unable to report the injury or illness within 24 hours, then the employee or their representative shall report the injury or illness as soon as physically possible.
  2. Any duty-related accident which does not result in any injury or property damage shall be reported to the appropriate immediate supervisor by any accident-involved employee by the end of the work-day schedule in which the accident occurred.
- C. MEDICAL TREATMENT FOR INJURY OR ILLNESS. Any employee suffering any duty-related injury or illness which requires either immediate or continued medical treatment shall immediately seek such treatment upon discovery of injury or illness from a City approved physician or medical facility, except as provided by State Law.
- D. LEAVE OF ABSENCE FOR AN INDUSTRIAL INJURY/ILLNESS. Any employee suffering from an accepted work-related injury or illness which disables that employee from the performance of regular job duties shall be entitled to receive full pay for up to 60 working days while the employee is disabled (off work), unless a temporary light duty assignment is available that meets the work restrictions imposed by the treating physician. If light duty is offered, the employee may decline light duty and remain off work but is disqualified from receiving full pay under this benefit. The employee may elect to be paid from leave accruals until such time as the employee is returned to full duty by the treating physician. Any dispute regarding any such claim shall be resolved through the State Workers' Compensation Appeals Board process.
- E. COMPENSATION. Any employee granted a leave of absence for industrial disability shall receive full salary and benefits from the City for a period not to exceed 60 working days.
- F. DURATION. Any such leave of absence for industrial disability shall only extend for a period of up to sixty (60) working days.
1. Such leave of absence for industrial disability shall not be authorized for any period beyond the actual period of duty-related disability; or, beyond the point in time that a physician declares the duty-related injury or illness to be permanent and stationary.
  2. Such leave of absence for industrial disability shall not be authorized after an employee's separation from City service.
  3. Such leave of absence for industrial disability shall not begin for three (3) calendar days following the occurrence of any duty-related injury or illness, unless the period of actual disability extends beyond fourteen (14) calendar days, or unless the job-related injury or illness requires inpatient hospitalization. During any such three (3) calendar day waiting period, sick leave or vacation may be granted.
  4. An employee may request the extension of any such leave of absence for industrial disability through the use of accumulated sick leave or vacation if proper medical certification has been provided.

## **ARTICLE X. STANDARDS OF CONDUCT**

- A. Employee misconduct may be cause for disciplinary action including, but not limited to: reprimand, reduction in pay, demotion, suspension with or without pay, or discharge. Such misconduct shall include, but not be limited to, any of the following:
1. Conviction of a criminal offense involving moral turpitude or a felony;
  2. Damage to public property or waste of public supplies through misconduct or negligence;
  3. Unauthorized absence from regular assigned duty without official leave;
  4. Use of fraud or misrepresentation in securing employment;
  5. Use of or being under the influence of intoxicating liquors or drugs while on duty;
  6. Insubordination;
  7. Negligence which affects the safety of the employee or others;
  8. Conduct unbecoming a City employee;
  9. Failure to perform duties;
  10. Failure to observe this Agreement, or City or Departmental rules and regulations;
  11. Conduct which discredits the City and/or City personnel. For other just cause.
- B. All City employees shall: use good manners when dealing with other employees and the public; be considerate, courteous and accurate in statements; exercise sound judgment and treat all concerned fairly and equitably in the performance of work.

## **ARTICLE XI. DISCIPLINE AND DISCHARGE**

- A. General Principles
1. Full authority for discipline and discharge is retained by the City. The City agrees that employees will only be disciplined or discharged for just cause.
  2. The City agrees to follow the principles of progressive discipline with respect to offenses it deems to be minor. The process shall be: verbal counseling for any first offense and written reprimand (appealable to Step 3 only), lesser degrees of monetary loss, i.e., reduction in pay, demotion or suspension and finally, termination. Based on individual circumstances and/or the nature or severity of an alleged violation, steps in the progressive discipline chain may be repeated or in extreme cases, bypassed.
  3. Progressive discipline does not prohibit imposition upon a never-before disciplined employee of a suspension or termination in those circumstances where, in management's discretion, such discipline is warranted.
  4. Representation for Employees (Weingarten Rights). Employees participating in investigatory interviews, who have a reasonable belief that discipline may result from the

interview, have a right to be represented by their Union representative or legal counsel in such an interview upon request. Employees are not entitled to representation during counseling meetings, performance evaluation meetings or meetings involving service of disciplinary documents.

B. Discipline and Appeal Procedures

1. The employee shall be provided with documentation pertaining to the proposed disciplinary action, be informed in writing as to the appropriate appeal procedure and be advised as to whom any appeal may be filed.
2. Grievances for discipline or discharge must be taken up by the employee within five (5) working days after that employee is notified of the action or the proposed action by the City.
3. Written reprimands are appealable to Step 3 of the Grievance Procedure only (City Manager or designee).
4. Skelly Meeting. Any non-probationary employee receiving a complaint of misconduct and notice of recommended disciplinary action which requires a predetermination hearing under State Law (reduction-in-step, suspension, demotion or termination) shall have (5) working days to request a hearing before the City Manager. The City Manager may designate a representative to hear the appeal. Failure to request such a hearing shall constitute an employee's waiver of any rights to any further hearing. Any such hearing shall be conducted in accordance with relevant State Law. After such hearing, the City Manager or designated representative shall issue a written decision confirming, amending, modifying, or revoking the recommended action.
5. Any grievance appeal of this Skelly decision shall be initiated at Step 4 of the Grievance Procedure delineated in Article XII.

C. Other Provisions.

1. As used in this process, "working days" shall mean those days of the week which the employee's individual schedule mandates as assigned work days.
2. The time limits specified in this Article may only be waived by mutual agreement of both parties, in writing.
3. Written records of oral counseling and written reprimands that are contained in the departmental personnel file will be expunged after five (5) years provided that no related incident occurs since the writing of the disciplinary memorandum.

## **ARTICLE XII. GRIEVANCE PROCEDURE**

- A. DEFINED. A grievance is an alleged violation of a specific clause of Federal or State Law, the City Charter, City Code, City Personnel Rules and Regulations, written departmental rules and regulations or this Agreement. Matters for which another method of review is provided by the Agreement. Resolution, ordinance, Charter or State Law shall be excluded from this procedure. Grievances which may have the potential for affecting employees in more than one department/division may, by mutual agreement of the parties, be initiated at a higher step of the

grievance procedure. Mutual agreement shall be detinned within five (5) working days following receipt of request.

B. PROCEDURE. All grievances shall be presented in the following manner:

1. STEP 1. The aggrieved employee, who may be represented by another person, shall present the facts relative to the grievance to the appropriate immediate supervisor in writing within thirty (30) working days of the date on which the grievance arises, except as provided otherwise in this Agreement. Prior to filing any such written grievance every effort will be made to resolve the matter informally. The supervisor shall render a decision in writing to the grievant within ten (10) working days from the day the grievance is presented.
2. STEP 2. If the grievance is not resolved in Step 1, the grievant may appeal it to the Department Director within five (5) working days from the date a decision was rendered in Step 1, above. Such appeal shall be in writing and shall include: a statement of the grievance and the facts relative to it; a statement of the alleged violation of the Agreement; and, a statement of the remedy requested. Within ten (10) working days of receiving such appeal, the Department Director shall arrange a meeting between himself/herself, the aggrieved employee, the employee's representative (if applicable), and the Human Resources/Risk Management Director to review the grievance. The Department Director shall render a written decision on the grievance within fifteen (15) working days after the meeting.
3. STEP 3. If the grievance is not resolved in Step 2, the grievant may appeal it in writing to the City Manager within five (5) working days from the date a decision was rendered in Step 2, above. The City Manager, or a designated representative, may render a decision solely on the basis of a review of the record; or, may arrange a meeting between those affected before rendering a decision. The decision shall be rendered within ten (10) working days of the filing of the appeal.
4. STEP 4. If the grievance is not resolved in Step 3, the grievant may submit it to a hearing officer by filing a written request to do so with the City Manager within five (5) working days from the date a decision was rendered in Step 3, above.
  - a. MEDIATION. As part of this Step 4 and at any time prior to commencement of the advisory arbitration hearing as described below, but most preferably prior to selection of an advisory arbitrator, the parties may submit the grievance to mediation for resolution. Utilization of the mediation process requires the agreement of all parties to the grievance. However, the parties to this MOU do acknowledge that resolution of disputes through mediation is an economically sound way in which to address many grievances, and accordingly, the parties agree to give reasonable consideration to the mediation proposal of either party to the grievance. Where mediation is utilized, it shall be governed by the following procedures:
    - 1) The parties shall in good faith endeavor to agree upon a written statement of the specific issues to be determined by the mediator. In those instances where an agreed upon statement is not written, the mediator shall endeavor to assist the parties in agreeing upon such a statement. Absent an agreed upon statement, the matter shall still

- proceed to mediation, with the advisory opinion being stated in such manner that it addresses the respective concerns of the parties.
- 2) The grievant and a representative from the Union shall be present at the mediation.
  - 3) The City representative may be from any City department and shall be accompanied by an individual of his/her choice.
  - 4) Any party to the proceeding may be represented or otherwise assisted during the mediation by an attorney. However, the parties acknowledge that given the informal procedures attendant to a mediation and the parties' mutual intent to resolve disputes in a most rapid and economical manner, each party shall give reasonable consideration on a case-by-case basis to proceeding without an attorney.
  - 5) Any written materials submitted to the mediator for consideration shall be returned to the submitting party at the conclusion of the mediation process.
  - 6) The primary source of a mediator shall be the California State Mediation and Conciliation Service. In the event that no such mediator is available, the parties are authorized to select a mediator through any other means and from any other source, so long as the individual selected has a demonstrable knowledge and expertise of the subject matter which is to be addressed during the mediation process. In either case, the mediator shall be an individual that is agreed upon by the parties.
  - 7) In any case where use of the mediator requires a fee, the parties shall equally divide the cost. Any and all other costs borne by either party to the proceeding, shall be borne by the party incurring that cost.
  - 8) The mediation meeting shall be an informal process, with each party being allotted one (1) hour total time for its presentation.
  - 9) The mediation hearing shall not be governed by the rules of evidence, and no record shall be kept of the proceeding.
  - 10) No written, testamentary or other evidence, statements, or positions of the parties are admissible in a future arbitration proceeding or in any other administrative or civil proceeding.
  - 11) To the extent deemed necessary by the mediator, the latter is authorized to confer with individual parties. Time spent in any such conference shall not be deducted from the allotted one (1) hour presentation time as described above.
  - 12) At the conclusion of the presentation by the parties of their respective positions, the mediator shall in the presence of all parties state a verbal opinion of findings and conclusions. Said findings and conclusions are

advisory only, and neither party is required to accept or comply with said findings or conclusions.

- 13) The parties have an option of agreeing to resolving the pending grievance in accord with the advisory opinion of the mediator. In such case, the mediator shall assist the parties in preparing a written memorialization of the advisory opinion. Mutual acceptance of the written memorialization shall be evidenced by the signature of the parties (including that of the grievant) and shall result in the grievant's waiver of any and all additional administrative and civil procedures available to pursue the grievance.
  - 14) Where the mediation does result in a written agreement resolving the pending dispute, neither the agreement nor the evidence upon which it is based (see above) shall be precedent in any future administrative or civil proceeding and shall specifically not be precedent in any future grievance process.
  - 15) In the event that the matter remains unresolved following mediation and proceeds to arbitration, no person serving in the capacity as mediator shall serve as the arbitrator or otherwise preside over any dispute regarding the grievance presided over in mediation.
  - 16) If a matter is unresolved following mediation, there shall be no reference to the mediation during any subsequent arbitration or civil proceeding.
  - 17) Any and all rules governing the mediation process are subject to modification pursuant to written agreement by the parties.
5. STEP 5. ARBITRATION. If the grievance is not resolved in Step 3 or in Step 4 if the parties agreed to mediation, the arbitration shall proceed as follows:
- a. The Advisory Arbitrator shall be selected from a list of five (5) names to be provided by the State Conciliation Service. The Union shall strike from said list two (2) names and the City shall strike from said list two (2) names, and the remaining name shall be the Arbitrator.
  - b. The Advisory Arbitrator shall issue subpoenas to compel the attendance of witnesses if such be necessary at the request of either party.
  - c. The Arbitrator's per diem and all other arbitrator-billed fees and the certified shorthand reporter services shall be paid as follows:
    - 1) Grievances. Shall be borne equally by the City and the employee or the Union depending on who is the grievant, provided, however, that each party shall be responsible for any specialized or extraordinary services they might individually request.
    - 2) Discipline. Shall be borne equally between the City and the employee or Union, if the Union supports the employee's decision to appeal the discipline. Otherwise the cost will be paid by the City.

- d. In rendering a recommendation, the Advisory Arbitrator shall be limited to the express terms of the Agreement and shall not have the power to modify, amend, or delete any terms or provisions of this Agreement. Failure of either party to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.
  - e. Pre-Hearing Conference. Not less than twenty (20) calendar days prior to the scheduled commencement of the advisory arbitration hearing, the parties shall meet by and through their representatives on a date and at a time and location which has been agreed upon. It shall be the responsibility of the grievant or grievant's representative to initiate those steps by which to calendar such a meeting. The following shall be performed at the Conference:
    - 1) The parties shall exchange written lists of all witnesses who may be called to testify at the hearing. The witness list exchange shall include a brief statement as to the subject of the witnesses' anticipated testimony, and a brief statement as to what the anticipated testimony shall consist of. If the witness is an expert witness, that individual's curriculum vitae and anticipated testimony shall then be provided.
    - 2) The parties shall exchange all exhibits which may be offered as evidence at the hearing. If an exhibit existed at the time of the conference yet was not thereon produced, then said exhibit shall not be received in evidence or marked as an exhibit at the hearing.
    - 3) The parties shall make a good-faith effort to stipulate to the introduction of exhibits as evidence and to otherwise enter into any and all stipulations which may expedite the hearing.
  - f. In any case where there is a dispute between or among the parties as to whether or not the issue sought to be arbitrated is within the subject matter that is grievable, the Arbitrator shall not have authority to address or resolve that dispute. Rather, any such dispute shall be resolved through either agreement of the parties, and absent that, through a court determination, prior to any commencement of the arbitration process.
6. CITY COUNCIL REVIEW. The City Council may, if it deems appropriate, review any recommendation rendered by an Advisory Arbitrator on the basis of an independent review of the record of the hearing conducted in Step 4, above. Any such City Council review must be initiated within thirty (30) working days of the City's receipt of the Advisory Arbitrator's recommendation, and any City Council action as a result of that review shall be final and binding upon the parties.
- C. WORKING DAYS DEFINED. As used in this process, the term "working days" shall mean those days of the week which the employee's individual schedule mandates as assigned work days.
- D. The time limits in this procedure may only be waived by mutual agreement of both parties, in writing.

### **ARTICLE XIII. NO STRIKE CLAUSE**

- A. It is agreed and understood that there will be no strike, sympathy strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Union or by its officers, agents, or members during the term of this Agreement. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.
- B. The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing its members to do so. In the event of a strike, sympathy strike, work stoppage, slow- down, picketing, or other interference with the operations of the City by Union members, the Union agrees in good faith to actively take affirmative action to cause those employees to cease such action.
- C. It is agreed and understood that any employee violating this article may be subject to disciplinary action up to and including discharge, and/or, may be considered to have automatically resigned from the City service.
- D. It is understood that in the event this article is violated, the City shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in any other City rules, regulations, resolutions and/or ordinances, from any employee and/ or Union.

### **ARTICLE XIV. SAVINGS PROVISION**

If any provision(s) of this Agreement are held to be contrary to the law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

### **ARTICLE XV. BINDING ON SUCCESSORS**

This Agreement shall be binding upon the successors and assigns of the parties hereto.

### **ARTICLE XVI. MAINTENANCE OF BENEFITS**

Matters specifically provided for in this MOU shall remain in full force and effect during the term of the MOU. Other matters which are within the scope of representation shall be subject to change and/or implementation only after exhaustion by the parties of the requirements of Section 7.5 of the Municipal Code.

### **ARTICLE XVII. CONCLUSIVENESS OF AGREEMENT**

This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties. This Agreement is intended to supersede all prior Agreements, or Memoranda of Understanding, or contrary provisions of salary ordinances, City Code sections, or Personnel Rules or Regulations whether expressed or implied, written or oral. It shall govern the entire relationship between the parties and shall be the source of any and all rights which may be asserted by the parties. Therefore, for the term of this Agreement, neither party shall be compelled to negotiate or bargain with the other concerning any mandatory bargaining issues whether or not such issues were specifically discussed prior to the execution of this agreement, or whether or not such issues were omitted from any discussion. The parties may, however, mutually agree to discuss, bar- gain, or meet and confer regarding any issue arising during the term of this Agreement.

## ARTICLE XVIII. TERM OF AGREEMENT

This Agreement shall be effective upon adoption by the City Council as described below and shall continue in force and effect unless otherwise specified herein, until June 30, 2016, and from year to year thereafter, unless one (1) party serves notice on the other of its intent to modify the Agreement, one hundred and twenty (120) days or more prior to the annual expiration date.

## ARTICLE XIX. RATIFICATION AND EXECUTION

This Agreement shall be in full force and effect upon adoption by the City Council of the City and implementation of its terms and conditions by appropriate ordinance, resolution, or other lawful action. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Union.

DATED: 7-2-18

### **CITY OF POMONA:**

By: Linda Lowry  
Linda Lowry, City Manager

By: Linda Matthews  
Linda Matthews, Human Resources/  
Risk Management Director

By: Kim Crews  
Kim Crews, Human Resources Manager

DATED: 7/2/2018

### **PCEA/TEAMSTERS LOCAL 1932:**

By: not available for signature  
Rudy Garay, President

By: [Signature]  
Carl Peraza, Vice-President

By: Bambi B. Fluker  
Bambi Ryan-Fluker, Secretary

By: [Signature]  
Robert Nevarez, Board Member

By: [Signature]  
Brian Jeffers, Board Member

By: [Signature]  
Clara Piedra, Board Member

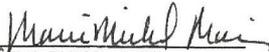
By: [Signature]  
David Baron, Board Member

By: [Signature]  
John DeWald, Board Member

By: [Signature]  
Christina Barron, Board Member

By: [Signature]  
Carlos Gonzales, Representative,  
Teamsters Local 1932

APPROVED, AND ORDERED IMPLEMENTED BY THE POMONA CITY COUNCIL ON THIS  
23rd DAY OF APRIL, 2018.

ATTEST BY:   
EVA BUICE MMC  
CITY CLERK

BY   
TIM SANDOVAL  
MAYOR

APPROVED AS TO FORM:   
ARNOLD ALVAREZ-GLASMAN  
CITY ATTORNEY

## APPENDIX A

### DEFINITION OF TERMS

1. **Acting Assignment:** Assignments to fill a position vacant due to a separation, extended illness or leave without pay in a job classification higher than the one held by the employee.
2. **Anniversary Date:** An employee who was hired during the first week of the pay period shall have the date set to the beginning of the pay period. An employee hired during the second week of the pay period shall have the date set to the first day of the following pay period.
3. **Base Hourly Rate of Pay:** The Amount of pay the employee is designated to receive within the salary scale for the employee's job classification, excluding any additional types of pay, multiplied by 12 and divided by 2080.
4. **Benefits:** As defined shall mean: unemployment, Worker's Compensation coverage, vacation leave, sick leave, Public Employee Retirement System (PERS) contribution, holidays, health insurance, dental insurance, tuition reimbursement, education incentive, Life, Accidental Death and Dismemberment insurance and Long-Term Disability.
5. **Classification:** Positions sufficiently similar in duties, authority, and responsibility, which permit grouping under a common title and which permit the application with equity of common standards of selection, transfer, promotion, and salary.
6. **Demotion:** The Movement of an employee to a different job classification within the City service having less responsible duties, and/or lower job qualifications, and/or lower salary range level.
7. **Discharge:** Separation from the City service for a serious offense, such as willful misconduct, gross misconduct, or conduct which gives rise to a clear and present danger to the public health and safety.
8. **Disciplinary Action:** An Action taken against an employee such as a verbal or written reprimand, suspension from work with or without pay, demotion, reduction in pay or discharge to correct performance deficiencies.
9. **Emergency Time:** emergency time occurs if the City Manager or designee directs or permits an employee to be absent from work with regular pay due to an emergency (such as a building closure due to earthquake damage or bomb threat).
10. **Flexible Staffing Promotion.** The movement of an employee to a journey level job classification within the job classification series without examination.
11. **Grievance:** Any dispute that: 1) concerns terms and conditions of employment; 2) involves the interpretation, application, or alleged violation of this MOU; and 3) is not subject to any other City of Pomona dispute resolution process or procedure that is provided by statute, ordinance, resolution, MOU, or agreement.
12. **Layoff/Reduction in Force:** A reduction in work force, either permanent or temporary.
13. **Military Leave:** 30 days per calendar year granted to a regular full-time employee for the purpose of responding to orders to the military services as a member of the active service, a reserve unit, the National guard, or other official unit. Calendar days used as Military Leave need not be consecutive.
14. **Out of the Area:** For the purposes of Bereavement Leave, out of the area is defined as a traveling distance of at least 200 miles from the employee's residence.

15. **Overtime.** Approved time earned by the employee in excess of their regularly scheduled shift or 40 hours per week which is earned and paid at the rate of one and one-half hours for each hour of overtime which is worked and for which the employee is financially compensated. Prior approval of the Division Manager or Supervisor is required.
16. **Position:** A specific employment description, whether occupied or vacant, carrying certain duties by an individual who is either a full-time or part-time employee.
17. **Probationary Period:** The probationary period shall be regarded as a part of the evaluation process and shall be utilized for closely observing the employee's work to determine the employee's fitness for the position.
18. **Promotion:** The movement of an employee to a different job classification within the City service having more responsible duties, and/or higher job qualifications, and/or a higher salary range level.
19. **Reclassification:** Defined as a change in job description and/or job title of a position within the City service to accommodate materially changed job duties not anticipated in the original classification and assigned or directed to be performed by the City, but not to include duties voluntarily assumed by any employees.
20. **Recovery Time:** Recovery time occurs if the City Manager or designee directs or permits an employee to be absent from work with regular pay due to an extended call-out and has a need to rest and recover. Such time will be authorized only pursuant to guidelines set forth by the City Manager or designee.
21. **Regular Employee.** A regular employee shall be a full-time employee working a regular or predetermined schedule, even though at odd hours, that is compensated on a monthly salary basis and receives fringe benefits. Hourly, casual, seasonal, or emergency employees shall not be considered as regular employees.
22. **Regular Hourly Rate of Pay:** The amount of pay the employee is designated to receive within the salary scale for the employee's job classification, including other applicable, additional types of pay, multiplied by 12 and divided by 2080 for which the employee's specific assignment may entitle him/her.
23. **Service Period:** A service period shall be any service period in which the employee spent 80 hours in a paid status for one (1) biweekly pay period that (or 40 hours in each pay period as long as it) begins and ends within any given calendar month.
24. **Sick Leave:** A period of time earned and accrued by the employee which is a "qualified" benefit, and which can only be used for specific sickness-related instances.
25. **Suspension:** the temporary removal of an employee (with/without pay) from City service due to disciplinary purposes.
26. **Y-Rating:** Defined as the salary scale for the affected employee which shall remain the same until the employee's salary scale equals or exceeds the Y-rating level.

**APPENDIX B**

**General Service Employees’ Bargaining Unit**

I. GENERAL SERVICE EMPLOYEES’ BARGAINING UNIT

A. The City and the Union agree to the appropriateness of the following bargaining unit:

1. All full-time, regular employees of the City, as delineated in below, excluding: all sworn police; all Management/confidential and all employees of any joint powers authority to which the City is a party.
2. REGULAR EMPLOYEE DEFINED. A regular employee shall be a full-time employee working a regular or predetermined schedule, even though at odd hours, that is compensated on a monthly salary basis and receives fringe benefits. Hourly, casual, seasonal, or emergency employees shall not be considered as regular employees.
3. General Service Employees’ Bargaining Unit include, but are not limited to, those employees in the following job classifications:

<b>Classification</b>	<b>Scale</b>
Accounting Technician I*	GS-041
Accounting Technician II*	GS-045
Administrative Assistant I*	GS-042
Administrative Assistant II*	GS-046
Administrative Assistant III*	GS-050
Administrative Clerk	GS-040
Assistant Planner*	GS-062
Associate Planner*	GS-066
Business License Inspector	GS-053
Business License Specialist	GS-047
Code Compliance Inspector	GS-058
Communications Technician	GS-061
Community Services Officer I*	GS-045
Community Services Officer II*	GS-049
Crime Free Housing Coordinator	GS-063
Crime Scene Investigator (civilian)	GS-063
Criminal Intelligence Coordinator	GS-058
Customer Service Specialist I	GS-043
Customer Service Specialist II	GS-047
Engineering Aide	GS-051
Engineering Assistant*	GS-068
Engineering Technician	GS-060
Equipment Mechanic	GS-053
Facilities Custodian	GS-039
Facilities Maintenance Technician	GS-055
Graffiti Removal Worker	GS-040
Heavy Equipment Mechanic	GS-057
Housing Inspector I*	GS-056
Housing Inspector II*	GS-060
Housing Loan Coordinator I*	GS-055
Housing Loan Coordinator II*	GS-059

<b>Classification</b>	<b>Scale</b>
Housing Rehabilitation Specialist	GS-062
Housing Specialist I*	GS-050
Housing Specialist II*	GS-054
Housing Specialist III*	GS-061
Housing Technician	GS-051
Jail Supervisor	GS-064
Jailer	GS-051
Lead Equipment Mechanic	GS-063
Lead Facilities Custodian	GS-045
Lead Facilities Maintenance Technician	GS-061
Lead Graffiti Removal worker	GS-046
Lead Meter Technician	GS-056
Lead Traffic Operations Technician	GS-063
Librarian I*	GS-056
Librarian II*	GS-060
Library Assistant I*	GS-042
Library Assistant II*	GS-046
Library Specialist	GS-050
Meter Technician	GS-050
Paint and Sign Technician I*	GS-044
Paint and Sign Technician II*	GS-048
Park Maintenance Specialist	GS-052
Parking Enforcement Officer	GS-041
Parking Maintenance Technician	GS-041
Payroll Specialist	GS-051
Payroll Technician I	GS-043
Payroll Technician II	GS-046
Planning Technician	GS-054
Police Building Facility Coordinator	GS-063
Police Dispatch Shift Supervisor	GS-067
Police Dispatcher I*	GS-055
Police Dispatcher II*	GS-059
Police Division Coordinator I*	GS-042
Police Division Coordinator II*	GS-046
Police Division Coordinator III*	GS-050
Police Officer Recruit	GS-062A
Police Officer Recruit Trainee	GS-058A
Police Records Shift Supervisor	GS-057
Police Records Specialist I*	GS-043
Police Records Specialist II*	GS-047
Program Assistant	GS-050
Program Specialist	GS-056
Property and Evidence Technician	GS-049
Public Services Crew Leader	GS-052
Public Services Maintenance Worker I*	GS-042
Public Services Maintenance Worker II*	GS-046
Public Services Specialist	GS-052
Public Works Inspector I	GS-062
Public Works Inspector II	GS-066
Purchasing Technician	GS-047
Rangemaster	GS-059
Recreation Coordinator	GS-059
Report Taker	GS-049

Classification	Scale
Senior Accounting Technician	GS-051
Senior Code Compliance Inspector	GS-062
Senior Communications Technician	GS-067
Senior Customer Service Specialist	GS-051
Senior Jailer	GS-057
Senior Library Assistant	GS-050
Senior Parking Enforcement Officer	GS-045
Senior Police Dispatcher	GS-063
Senior Police Records Specialist	GS-051
Senior Property and Evidence Technician	GS-055
Senior Purchasing Technician	GS-051
Senior Storekeeper	GS-051
Senior Utility System Technician	GS-073
Signal/Lighting Technician	GS-059
Solid Waste Driver	GS-051
Storekeeper	GS-045
Telecommunications Technician	GS-047
Utility Engineering Assistant	GS-070
Utility System Technician	GS-069
Wastewater Maintenance Worker I*	GS-049
Wastewater Maintenance Worker II*	GS-053
Wastewater Maintenance Worker III*	GS-059
Water Quality Control Technician I*	GS-060
Water Quality Control Technician II*	GS-064
Water Quality Control Technician III*	GS-070
Water Systems Operator I*	GS-055
Water Systems Operator II*	GS-059
Water Systems Operator III*	GS-065
Water Treatment Plant Operator I*	GS-057
Water Treatment Plant Operator II*	GS-061
Water Treatment Plant Operator III*	GS-067
Water Utility Crew Leader	GS-059
Water Utility Worker I*	GS-049
Water Utility Worker II*	GS-053
Welder/Fabricator	GS-063

\* Flexible Staffing Classifications

4. REGULAR FULL-TIME EQUIVALENT (FTE) CLASSIFICATION DEFINED. A regular FTE classification is defined as a classification assigned to the Pomona Library that shall work a minimum of 20 hours per week but less than 40 hours per week and receive prorated benefits. The following job classifications are included in this group:

Classification	Scale
Librarian I*	GS-056
Librarian II*	GS-060
Library Assistant I*	GS-042
Library Assistant II*	GS-046
Library Specialist	GS-050
Senior Library Assistant	GS-050

\* Flexible Staffing Classifications

APPENDIX C – SALARY RANGES\*

RANGE	MONTHLY – Effective October 1, 2016					ANNUAL – Effective October 1, 2016				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GS-039	2,734	2,868	3,013	3,163	3,319	32,808	34,416	36,156	37,956	39,828
GS-040	2,802	2,941	3,088	3,243	3,403	33,624	35,292	37,056	38,916	40,836
GS-041	3,869	3,014	3,164	3,322	3,487	34,428	36,168	37,968	39,864	41,844
GS-042	2,942	3,090	3,244	3,405	3,576	35,304	37,080	38,928	40,860	42,912
GS-043	3,015	3,167	3,323	3,489	3,667	36,180	38,004	39,867	41,868	44,004
GS-044	3,092	3,247	3,406	3,577	3,758	37,104	38,964	40,872	42,924	45,096
GS-045	3,168	3,327	3,492	3,669	3,852	38,016	39,924	41,904	44,028	46,224
GS-046	3,248	3,411	3,581	3,760	3,947	38,976	40,932	42,972	45,120	47,364
GS-047	3,330	3,496	3,671	3,854	4,045	39,960	41,952	44,052	46,248	48,540
GS-048	3,413	3,583	3,762	3,949	4,148	40,956	42,996	45,144	47,388	49,776
GS-049	3,498	3,673	3,855	4,047	4,251	41,976	44,076	46,260	48,564	51,012
GS-050	3,585	3,765	3,954	4,150	4,357	43,020	45,180	47,448	49,800	52,284
GS-051	3,675	3,858	4,049	4,253	4,467	44,100	46,296	48,588	51,036	53,604
GS-052	3,766	3,956	4,152	4,361	4,577	45,192	47,472	49,824	52,332	54,924
GS-053	3,860	4,052	4,255	4,469	4,692	46,320	48,624	51,060	53,628	56,304
GS-054	3,957	4,154	4,363	4,581	4,806	47,484	49,848	52,356	54,972	57,672
GS-055	4,055	4,257	4,472	4,696	4,930	48,660	51,084	53,664	56,352	59,160
GS-056	4,157	4,365	4,583	4,810	5,054	49,884	52,380	54,996	57,720	60,648
GS-057	4,260	4,476	4,699	4,932	5,179	51,120	53,700	56,388	59,184	62,148
GS-058	4,367	4,585	4,815	5,058	5,308	52,404	55,020	57,780	60,696	63,696
GS-058A	4,108	<i>- flat amount</i>				48,216	<i>- flat amount</i>			
GS-059	4,477	4,701	4,935	5,181	5,441	53,724	56,412	59,220	62,172	65,292
GS-060	4,588	4,818	5,060	5,311	5,578	55,056	57,816	60,720	63,732	66,936
GS-061	4,702	4,938	5,183	5,444	5,717	56,424	59,256	62,196	65,328	68,604
GS-062	4,825	5,063	5,313	5,583	5,860	57,900	60,756	63,756	66,996	70,320
GS-062A	4,420	<i>- flat amount</i>				53,040	<i>- flat amount</i>			
GS-036	4,941	5,187	5,448	5,719	6,007	59,292	62,244	65,376	68,628	72,084
GS-064	5,065	5,316	5,587	5,863	6,156	60,780	63,792	67,044	70,356	73,872
GS-065	5,188	5,452	5,723	6,010	6,310	62,256	65,424	68,676	72,120	75,270
GS-066	5,319	5,589	5,868	6,159	6,468	63,828	67,068	70,416	73,908	77,616
GS-067	5,455	5,727	6,013	6,314	6,629	65,460	68,724	72,156	75,768	79,548
GS-068	5,592	5,870	6,165	6,472	6,796	67,104	70,440	73,980	77,664	81,552
GS-069	5,731	6,017	6,317	6,634	6,969	68,772	72,204	75,804	79,608	83,628
GS-070	5,873	6,169	6,475	6,801	7,141	70,476	74,028	77,700	81,612	85,692
GS-071	6,020	6,320	6,639	6,972	7,319	72,240	75,840	79,668	83,664	87,828
GS-072	6,172	6,478	6,804	7,145	7,499	74,064	77,736	81,648	85,740	89,988
GS-073	6,325	6,643	6,975	7,323	7,688	75,900	79,716	83,700	87,876	92,256

\* Approximate salaries. Actual salary ranges are calculated by the payroll system

**APPENDIX C – SALARY RANGES\***

RANGE	MONTHLY – Effective October 1, 2017					ANNUAL – Effective October 1, 2017				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GS-039	2,789	2,925	3,073	3,226	3,385	33,468	35,100	36,876	38,712	40,620
GS-040	2,858	3,000	3,150	3,308	3,471	34,296	36,000	37,800	39,696	41,652
GS-041	2,926	3,074	3,227	3,388	3,557	35,112	36,888	38,724	40,656	42,684
GS-042	3,001	3,152	3,309	3,473	3,648	36,012	37,824	39,708	41,676	43,776
GS-043	3,075	3,230	3,389	3,559	3,740	36,900	38,760	40,668	42,708	44,880
GS-044	3,154	3,312	3,474	3,649	3,833	37,848	39,744	41,688	43,788	45,996
GS-045	3,231	3,394	3,562	3,742	3,929	38,772	40,728	42,744	44,904	47,148
GS-046	3,313	3,479	3,653	3,835	4,026	39,756	41,748	43,836	46,020	48,312
GS-047	3,397	3,566	3,744	3,931	4,126	40,764	42,792	44,928	47,172	49,512
GS-048	3,481	3,655	3,837	4,028	4,231	41,772	43,860	46,044	48,336	50,772
GS-049	3,568	3,746	3,932	4,128	4,336	42,816	44,952	47,184	49,536	52,032
GS-050	3,657	3,840	4,033	4,233	4,444	43,884	46,080	48,396	50,796	53,328
GS-051	3,749	3,935	4,130	4,338	4,556	44,988	47,220	49,560	52,056	54,672
GS-052	3,841	4,035	4,235	4,448	4,669	46,092	48,420	50,820	53,376	56,028
GS-053	3,937	4,133	4,340	4,558	4,786	47,244	49,596	52,080	54,696	57,432
GS-054	4,036	4,237	4,450	4,673	4,902	48,432	50,844	53,400	56,076	58,824
GS-055	4,136	4,342	4,561	4,790	5,029	49,632	52,104	54,732	57,480	60,348
GS-056	4,240	4,452	4,675	4,906	5,155	50,880	53,424	56,100	58,872	61,860
GS-057	4,345	4,565	4,793	5,031	5,283	52,140	54,780	57,516	60,372	63,396
GS-058	4,454	4,677	4,911	5,159	5,414	53,448	56,124	58,932	61,908	64,968
GS-058A	4,098					49,176				
GS-059	4,567	4,795	5,034	5,285	5,550	54,804	57,540	60,408	63,420	66,600
GS-060	4,680	4,914	5,161	5,417	5,690	56,160	58,968	61,932	65,004	68,280
GS-061	4,796	5,037	5,287	5,553	5,831	57,552	60,444	63,444	66,636	69,972
GS-062	4,922	5,164	5,419	5,695	5,977	59,064	61,968	65,028	68,340	71,724
GS-062A	4,508					54,096				
GS-036	5,040	5,291	5,557	5,833	6,127	60,480	63,492	66,684	69,996	73,524
GS-064	5,166	5,422	5,699	5,980	6,279	61,992	65,064	68,388	71,760	75,348
GS-065	5,292	5,561	5,837	6,130	6,436	63,504	66,732	70,044	73,560	77,232
GS-066	5,425	5,701	5,985	6,597	6,468	65,100	68,412	71,820	75,384	79,164
GS-067	5,564	5,842	6,133	6,440	6,762	66,768	70,104	73,596	77,280	81,144
GS-068	5,704	5,987	6,288	6,601	6,932	68,448	71,844	75,456	79,212	83,184
GS-069	5,846	6,137	6,443	6,767	7,108	70,152	73,644	77,316	81,204	85,296
GS-070	5,990	6,292	6,605	6,937	7,284	71,880	75,504	79,260	83,244	87,408
GS-071	6,140	6,446	6,772	7,111	7,465	73,680	77,352	81,264	85,332	89,580
GS-072	6,295	6,608	6,940	7,288	7,649	75,540	79,296	83,280	87,456	91,788
GS-073	6,452	6,776	7,115	7,469	7,842	77,424	81,312	85,380	89,628	94,104

\* Approximate salaries. Actual salary ranges are calculated by the payroll system  
Note: Range 62A is modified effective July 8, 2018 pursuant to the following table.

**APPENDIX C**

**Police Officer Recruit and Police Officer Recruit Trainee Salary Effective July 8, 2018\***

<b>Classification</b>	<b>Range</b>	<b>Monthly Rate</b>
Police Officer Recruit	GS-066A	\$5,425
Police Officer Recruit Trainee	GS-062A	\$4,922

\* Effective July 8, 2018, Range GS-062A in this table supersedes the same range in the October 1, 2017 salary rate table effective October 1, 2017. Range GS-066A is a new range.

**APPENDIX C – SALARY RANGES\***

RANGE	MONTHLY – Effective October 1, 2018					ANNUAL – Effective October 1, 2018				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GS-039	2,845	2,984	3,134	3,291	3,453	34,140	35,808	37,608	39,492	41,436
GS-040	2,915	3,060	3,213	3,374	3,540	34,980	36,720	38,556	40,488	42,480
GS-041	2,985	3,135	3,292	3,456	3,628	35,820	37,620	39,504	41,472	43,536
GS-042	3,061	3,215	3,375	3,542	3,721	36,732	38,580	40,500	42,504	44,652
GS-043	3,137	3,295	3,457	3,630	3,815	37,644	39,540	41,484	43,560	45,780
GS-044	3,217	3,378	3,543	3,722	3,910	38,604	40,536	42,516	44,664	46,920
GS-045	3,296	3,462	3,633	3,817	4,008	39,552	41,544	43,596	45,804	48,096
GS-046	3,379	3,549	3,726	3,912	4,107	40,548	42,588	44,712	46,944	49,284
GS-047	3,465	3,637	3,819	4,010	4,209	41,580	43,644	45,828	48,120	50,508
GS-048	3,551	3,728	3,914	4,109	4,316	42,612	44,736	46,968	49,308	51,792
GS-049	3,639	3,821	4,011	4,211	4,423	43,668	45,852	48,132	50,532	53,076
GS-050	3,730	3,917	4,114	4,318	4,533	44,760	47,004	49,368	51,816	54,396
GS-051	3,824	4,014	4,213	4,425	4,647	45,888	48,168	50,556	53,100	55,764
GS-052	3,918	4,116	4,320	4,537	4,762	47,016	49,392	51,840	54,444	57,144
GS-053	4,016	4,216	4,427	4,649	4,882	48,192	50,592	53,124	55,788	58,584
GS-054	4,117	4,322	4,539	4,766	5,000	49,404	51,864	54,468	57,192	60,000
GS-055	4,219	4,429	4,652	4,886	5,130	50,628	53,148	55,824	58,632	61,560
GS-056	4,325	4,541	4,769	5,004	5,258	51,900	54,492	57,228	60,048	63,096
GS-057	4,432	4,656	4,889	5,132	5,389	53,184	55,872	58,668	61,584	64,668
GS-058	4,543	4,771	5,009	5,262	5,522	54,516	57,252	60,108	63,144	66,264
GS-059	4,658	4,891	5,135	5,391	5,661	55,896	58,692	61,620	64,692	67,932
GS-060	4,774	5,012	5,264	5,525	5,804	57,288	60,144	63,168	66,300	69,648
GS-061	4,892	5,138	5,393	5,664	5,948	58,704	61,656	64,716	67,968	71,376
GS-062	5,020	5,267	5,527	5,809	6,097	60,240	63,204	66,324	69,708	73,164
GS-062A	5,020					55,176				
GS-036	5,141	5,397	5,668	5,950	6,250	61,692	64,764	68,016	71,400	75,000
GS-064	5,269	5,530	5,813	6,100	6,405	63,228	66,360	69,756	73,200	76,860
GS-065	5,398	5,672	5,954	6,253	6,565	64,776	68,064	71,448	75,036	78,780
GS-066	5,534	5,815	6,105	6,408	6,729	66,408	69,780	73,260	76,896	80,748
GS-066A	5,534									
GS-067	5,675	5,959	6,256	6,569	6,897	68,100	71,508	75,072	78,828	82,764
GS-068	5,818	6,107	6,414	6,733	7,071	69,816	73,284	76,968	80,796	84,852
GS-069	5,963	6,260	6,572	6,902	7,250	71,556	75,120	78,864	82,824	87,000
GS-070	6,110	6,418	6,737	7,076	7,430	73,320	77,016	80,844	84,912	89,160
GS-071	6,263	6,575	6,907	7,253	7,614	75,156	78,900	82,884	87,036	91,368
GS-072	6,421	6,740	7,079	7,434	7,802	77,052	80,880	84,948	89,208	93,624
GS-073	6,581	6,912	7,257	7,618	7,999	78,972	82,944	87,084	91,416	95,988

\* Approximate salaries. Actual salary ranges are calculated by the payroll system

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**“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.