

## **RESOLUTION NO. 19-009**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RANCHO CUCAMONGA AND TEAMSTERS LOCAL 1932 RELATIVE TO WAGES, BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2019**

#### **A. RECITALS**

Representatives of the City of Rancho Cucamonga (City) and Teamsters Local 1932 (Teamsters) have met and conferred pursuant to the provisions of the Meyers-Milias-Brown Act (California Government Code §3500, et seq.) with regard to wages, benefits and other terms and conditions of employment.

Representatives of the City and Teamsters Local 1932 have agreed upon and present to this Council a Memorandum of Understanding pertaining to the Teamsters Local 1932, specifying the results of said meet and confer process. Changes to the Memorandum of Understanding are effective the first full pay period after City Council adoption, unless specifically indicated in the Memorandum of Understanding.

All legal prerequisites to the adoption of this Resolution have occurred.

#### **B. RESOLUTION**

**NOW THEREFORE**, the City Council City of Rancho Cucamonga, California, does hereby find, determine and resolve as follows:

1. In all respects, as set forth in the Recitals, Part A of this Resolution.
2. The attached Memorandum of Understanding entered into by and between City representatives and Teamsters Local 1932 representatives for the period of July 1, 2018 through June 30, 2019, is hereby approved and ratified by the City Council, February 20, 2019.
3. The City Clerk shall certify to the adoption of this resolution.

**PASSED, APPROVED, AND ADOPTED** this 20<sup>th</sup> day of February, 2019.

  
L. Dennis Michael, Mayor

**ATTEST:**


  
Janice C. Reynolds, Clerk

**STATE OF CALIFORNIA**                     )  
**COUNTY OF SAN BERNARDINO**    ) ss  
**CITY OF RANCHO CUCAMONGA**    )

I, **Janice C. Reynolds**, City Clerk of the City of Rancho Cucamonga, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the City Council of the City of Rancho Cucamonga, at a Regular Meeting of said Council held on the 20<sup>th</sup> day of February 2019.

**AYES:**           Hutchison, Kennedy, Michael, Scott, Spagnolo  
**NOES:**           None  
**ABSENT:**       None  
**ABSTAINED:**   None

Executed this 21<sup>st</sup> day of February, 2019, at Rancho Cucamonga, California.

  
Janice C. Reynolds, Clerk

**MEMORANDUM OF UNDERSTANDING**

**CITY OF RANCHO CUCAMONGA  
AND  
TEAMSTERS LOCAL 1932  
2018 - 2019**

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE CITY OF RANCHO CUCAMONGA, CALIFORNIA  
AND TEAMSTERS LOCAL 1932 (Teamsters)**

**SECTION 1: RECOGNITION**

The City of Rancho Cucamonga recognizes the Teamsters Local 1932 (Teamsters) as the recognized employee organization for City employees in the Maintenance Bargaining Unit, comprised of the following classifications:

Maintenance Worker	Senior Maintenance Worker
Lead Maintenance Worker	Lead Mechanic
Mechanic	Electrician
Equipment Operator	Signal and Lightning Technician
Signal and Lighting Coordinator	
Inventory Specialist	

**SECTION 2: COST OF LIVING ADJUSTMENT**

Effective the pay period beginning October 29, 2018, all Teamsters covered employees will receive a three percent (3%) base salary increase.

**SECTION 3: ONE-TIME NONPERSABLE PAYMENT**

Effective the second pay period after Teamsters ratification and City Council adoption of this MOU, Teamsters covered employees employed on that date will receive a one-time non-PERSable payment of \$975 in a separate check.

**SECTION 4: SALARY STRUCTURE**

As of the effective date of this MOU, all employees will be assigned to salary ranges which are no less than 20% (40 salary code steps) below the control point and no more than 10% (20 salary code steps) above the control point. Actual salary within the range is determined by performance, achievement of goals and objectives, or for recent appointments, growth within the position.

**SECTION 5: SALARY SURVEY**

The City shall conduct a salary survey of labor market cities approximately six months before the start of new labor negotiations for the next MOU.

**SECTION 6: LIFE INSURANCE**

The City provides \$30,000 base coverage of life insurance for all employees. Employees who want to purchase additional life insurance coverage with personal funds may do so at the City's group rate.

## **SECTION 7: HEALTH INSURANCE**

### **A. EMPLOYEES HIRED BEFORE JULY 1, 1994**

The City shall provide employee and family health insurance for all existing full-time continuous salaried employees within the bargaining groups, subject to the limitation that no such monthly funding by the City shall exceed the following:

\$995.60

### **B. EMPLOYEES HIRED AFTER JULY 1, 1994**

The City shall provide employee and family health insurance for all full-time continuous employees within the bargaining groups who have been hired on or after July 1, 1994, subject to the limitation that no such monthly funding by the City shall exceed the following:

\$900

### **C. COMBINED HEALTH INSURANCE TIERS**

Effective the first full pay period after Teamsters ratification and City Council adoption of this MOU, the City shall provide employee and family health insurance for all existing full time continuous salaried employees within the bargaining groups, subject to limitation that no such monthly funding by the City shall exceed \$1,000 per month. This replaces subsections A and B of Section 6 and that obsolete language shall be removed in the next MOU.

### **D. CASH IN-LIEU PAYMENT**

Represented employees who had waived coverage under a City-paid medical insurance plan and were receiving a cash in-lieu payment in the amount of \$200 per month for single coverage or \$300 per month for family coverage as of September 30, 2012, may continue to receive this cash in-lieu payment as long as they remain eligible. To be eligible, an employee must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must sign an attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not, in fact, make payment if the employer knows that the employee or tax family member does not have such alternative coverage, or if conditions in this paragraph are not otherwise satisfied. No other represented employees shall be eligible for this benefit. Employees not receiving cash in-lieu as of September 30, 2012, may still waive coverage by providing the proof of insurance as noted above, but will not receive a cash in-lieu payment.

E. AFFORDABLE CARE ACT REOPENER

The Teamsters or City may reopen negotiations on the issue of health insurance benefits to address changes to or the elimination of the ACA and in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction. These negotiations will not result in a reduction or increase in the amount the City provides for employee health coverage.

**SECTION 8: RETIREE MEDICAL**

Subject to the conditions stated below, effective upon a service or disability retirement from City service at or beyond age 55 with 10 consecutive years of City service at the time of retirement, retirees shall be eligible to 100% personally fund, without any City contribution, participation in a group health insurance program(s) which is making group health insurance available to the City's retirees.

It is agreed and acknowledged by the parties to this MOU that no representation is or can be made by the City, that such group retiree health insurance is available, or if available, will remain available for any specific future period of time.

If no such group health insurance is reasonably available, or if the private carrier(s) terminates such coverage as to the retiree group or any individual group member, the City shall have no obligation/duty to self-fund or otherwise provide insurance or replacement insurance.

All premiums for the retiree and/or eligible dependents shall be borne by the retiree. The City shall advance and submit the necessary premiums to the carrier(s), subject to the retiree reimbursing the City not later than 30 calendar days after City payment of the premium. Failure to timely reimburse the City shall result in no further premium payments being made by the City, resulting in termination of insurance coverage.

The City's duty to advance said premiums shall terminate at age 65 of the retiree, regardless of whether or not the retiree is eligible for Medicare. City shall advise the group carrier of the insured's status as a retiree. Coverage eligibility shall then be solely determined by the group insurance carrier(s).

It is likely that premium rates for retirees and/or dependents shall be greater than rates for employees. Regardless, retirees shall pay 100% of said rates.

If at any time, it is determined by any group health insurance carrier that the City is prohibited from seeking premium reimbursement from a retiree, City affiliation and retiree enrollment in said group insurance plan shall immediately terminate upon rendering of the insurance carrier's decision. In such case, no retiree shall seek reimbursement from the City for any prior premiums paid by the retiree to the City as and for premium reimbursement.

## **SECTION 9: DENTAL INSURANCE**

The City shall provide a dental insurance plan for all full-time continuous salaried employees within the bargaining unit.

## **SECTION 10: OPTICAL INSURANCE**

The City shall provide an optical insurance plan for all full-time continuous salaried employees within the bargaining unit. The City agrees to average the cost of optical insurance for all full-time continuous salaried employees within the bargaining unit.

## **SECTION 11: PREMIUM ONLY PLAN UNDER SECTION 125**

- A. The City has implemented a Section 125 (premium only plan) that allows pre-tax payroll deductions for employee's contributions for health benefits.
- B. The City agrees to provide technical assistance (such as automatic payroll deduction, tec.) in the event employees within the bargaining unit decide to expand this benefit from a "premium only plan" to a "flexible spending account" provided that those participating pay all costs incurred in expanding and maintaining this program.

## **SECTION 12: RETIREE HEALTH SAVINGS ACCOUNT**

The City agrees that it shall provide information and allow to be established and implemented, at no cost to the City, a voluntary form of Retiree Savings Account. Actual establishment of the Health Savings Account requires the approval of the bargaining unit.

## **SECTION 13: BEREAVEMENT LEAVE**

When a death occurs in the family of a full-time employee, the employee shall be granted up to 80 hours of bereavement leave with pay. A death certificate or other acceptable evidence may be required by the City Manager or designee before leave is allowed. Family members are defined as follows: employee's spouse or domestic partner, employee's parents, employee's grandparents, employee's children, employee's siblings, employee's grandchildren, employee's great-grandchildren, employee's great grand-parents, employee's spouse or domestic partner's parents, employee's spouse or domestic partner's grandparents, brother-in-law, sister-in-law, employee's spouse or domestic partner's children, employee's spouses grandchildren, employee's spouse or domestic partner's great-grandchildren, employee's spouse or domestic partner's great-grandparents, or a blood relative residing with employee. The City Manager or designee shall approve such bereavement leave. (References to domestic partner refer to registered domestic partners, as defined by California Family Code Section 297.)

## **SECTION 14: PERSONAL LEAVE**

Employees within the bargaining unit can use up to 40 hours of accrued sick leave, vacation, administrative leave or holiday time as personal leave. These 40 hours can be used incrementally (i.e., 1 hour, 1/2 hour) throughout the fiscal year. Use of this time is for situations requiring the employee's attention and addressing work-life balance issues. Personal Leave needs to be cleared with their supervisor when using this time. Personal leave can be taken after six months service.

## **SECTION 15: VACATION**

All full-time employees within the bargaining unit shall, with continuous service, accrue working hours of vacation monthly according to the following schedule. Vacation can be taken after six months service.

<u>Length of Service in Years</u>	<u>Hours Accrued Per Pay Period</u>	<u>Annual Hours Accrued</u>
1	3.077	80
2	3.461	90
3	3.846	100
4	4.230	110
5	4.615	120
6-8	5.000	130
9	5.384	140
10	5.769	150
11-13	6.153	160
14	6.538	170
15+	6.923	180

## **SECTION 16: VACATION BUYBACK**

Annually, at the employee's written request, the City will "buy back" the total cash value of up to 160 hours of previously earned vacation leave. This buy back shall occur twice annually, in April and November. Employees must maintain a minimum of 40 hours of accrued vacation subsequent to any payment of vacation buy back time. Employees who wish to sell back vacation must request payment of not less than 20 hours and not more than 160 hours in a calendar year.

## **SECTION 17: SICK LEAVE**

All full-time employees shall, with continuous service, accrue 120 hours of sick leave annually. Sick leave accrual (10 hours/month), begins on the first day of employment and can be taken after ninety (90) days of service.

### **A. Personal Sick Leave**

Employees can use sick leave for personal illness, injury, a health-related reason (such as the diagnosis, care or treatment of a health condition), or preventive care.

### **B. Family Sick Leave**

Employees can use sick leave for the illness or injury of a health-related reason (such as the diagnosis, care or treatment of a health condition), or preventive care of a qualified family member.

For the purpose of Family Sick Leave, a qualified member means the employee's: child (includes any age or dependency status, or for whom the employee is a legal ward or stands in loco parentis), parent (includes person who stood in loco parentis of the employee as a child), parent-in-law, spouse, registered domestic partner, grandparent, grandparent-in-law, great-grandparent, great-grandparent-in-law, grandchild, great-grandchild, or sibling.



### **C. Other Statutory Use**

Sick Leave can be used to cover an absence for an employee who is victim of domestic violence, sexual assault, or stalking to:

- (a) Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child(ren).
- (b) Obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

### **SECTION 18: SICK LEAVE BUYBACK**

Employees within the bargaining unit who terminate their city employment after 5 years of continuous service can sell 120 hours back to the City.

### **SECTION 19: HOLIDAYS**

The City Offices shall observe the following fourteen (14) holidays. All full-time continuous salaried employees shall be compensated at their regular rate for these days.

- |                                 |                                   |
|---------------------------------|-----------------------------------|
| (1) July 4                      | Independence Day                  |
| (2) First Monday of September   | Labor Day                         |
| (3) November 11                 | Veteran's Day                     |
| (4) Fourth Thursday of November | Thanksgiving Day                  |
| (5) Day following Thanksgiving  | Floater                           |
| (6) December 24                 | Day preceding Christmas (Floater) |
| (7) December 25                 | Christmas Day                     |
| (8) January 1                   | New Year's Day                    |
| (9) Third Monday of January     | Martin Luther King's Birthday     |
| (10) Third Monday of February   | President's Day                   |
| (11) Last Monday of May         | Memorial Day                      |

(12) Three discretionary days may be taken by an employee at his/her convenience after six months service subject to approval of the department head. Days may not be carried over from one fiscal year to the next. Whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Whenever a holiday falls on a Friday or Saturday, the preceding Thursday shall be observed as the holiday. When a holiday combination occurs (Thanksgiving, Christmas, etc.) where two consecutive days are holidays and it would result in the City Hall being open to serve the public only 2 days during the week, only one of the holidays will be observed and the other holiday will become a floating holiday. Foreexample, for Thanksgiving, Thursday will be observed as the regular holiday; however, Friday will become a floating holiday to be used at a later date. For Christmas, Wednesday will be observed as the regular holiday; however Tuesday (the day preceding Christmas) will become a floating holiday to be used at a later date. In the instance of Thanksgiving, Christmas, or New

Year's, employees will have until June 30 to use those floating holidays accrued between Thanksgiving and New Years. Also, those days will not accrue as floating holidays until the actual holiday has occurred. Each year the City will designate which days will be observed and which are floating holidays. Employees within the bargaining unit who are eligible to bank a holiday have until June 30 (end of fiscal year) to use the banked holiday earned from July 1 through April 30. Any holiday banked in May and June, employees have until September 30 to use the banked holiday.

## **SECTION 20: HOLIDAY TIME**

The City agrees that employees within the bargaining unit who are assigned to work on a holiday, whether or not their regular shift assignment requires they work that day, are eligible for pay at time and one-half for working that day. This time and one-half may be taken as compensation or put in a compensatory time off bank, (in effect, compensating at double time and one-half). That rate of compensation is tallied as follows: the ten (10) hours compensation for the holiday, plus compensation at time and one-half for the hours actually worked. This payment at time and one-half abrogates the employee's right to that holiday.

## **SECTION 21: PREMIUM HOLIDAY COMPENSATION**

Bargaining unit employees required as part of the regular work assignment to work on Christmas Day, New Year's Day, Independence Day or Thanksgiving Day, are allowed to observe the holiday on another day. Additionally, these employees who work on the aforementioned designated holidays may select to receive compensation on that holiday at time and one-half for the ten hour shift or take a second holiday as time off at a later date.

## **SECTION 22: NATAL AND ADOPTION LEAVE WITHOUT PAY**

### **A. WITH PAY**

Employees within the bargaining unit are granted up to 80 hours of natal and adoption leave with pay for the birth or adoption of a child, however, use of the 80 paid hours does not extend any time charged under FMLA or CFRA. Any paid time required beyond this initial 80 hours must be charged to sick leave, vacation, compensatory or floating holiday time.

### **B. WITHOUT PAY**

The City shall provide employees within the bargaining unit up to four months natal and adoption leave for the birth or adoption of a child including the paid leave as outlined above; such leave shall be pursuant to the provisions of the California Pregnancy Disability Act ("PDA"; California Government Code Section 12945), if applicable. The City's PDA policy is incorporated herein by reference. Employees on this leave of absence without pay beyond the four-month period will be responsible for the payment of medical, dental and optical premiums to keep the coverage in force during the leave of absence.

## **SECTION 23: WORKERS COMPENSATION LEAVE**

Any employee within the bargaining unit covered herein who is receiving disability payments under the "Workers Compensation Act of California" for on-the-job injuries sustained while engaged in the performance of duties of any such City position, shall receive from the City during the first three months of such disability absence, payments in an amount equal to the difference between the disability payments received under Workers Compensation Act and the employee's full salary. Such payments by the City should be made without any deduction from accrued sick leave benefits. The City's obligation for such payments shall commence on the first (1st) day of such disability absence. In the event the employee's disability absence should exceed three months, an employee shall be allowed to supplement the Workers Compensation benefit received under State law with available accrued sick leave, accrued vacation leave or accrued compensatory time. The total number of leave hours, along with the Workers Compensation benefit, shall not exceed the employee's base pay for each day of the leave. For this purpose, accrued leave hours can only be used in one-hour increments.

## **SECTION 24: MILITARY LEAVE**

Employees within the bargaining unit required to serve military leave will be compensated pursuant to the Military and Veterans Code. Finance may require military pay information in order to calculate a qualified employee's pay.

## **SECTION 25: MILITARY SERVICE BUY BACK**

Employees within the bargaining unit have the option for military service buy back at the employee's expense.

## **SECTION 26: OVERTIME**

### **A. Maintenance Bargaining Unit**

The City agrees that employees within the bargaining unit who are, due to health and safety reasons, sent home to rest and to be available to work additional hours as a result of a storm or impending emergency situation and are not subsequently recalled to work, will be compensated for the hours not worked in that shift, due to them having been sent home, to bring the total hours to 10 worked in that shift.

Employees within the bargaining unit who are subsequently recalled to work the storm or emergency situation will work no more than 12 consecutive hours, due to health and safety reasons. Any hours worked in excess of 10 in that 12-hour shift will be paid at time and one-half, regardless of the total number of compensated hours for that workweek.

Employees within the bargaining unit, who have already worked forty (40) hours in a work week, may request time off in order to avoid payment of overtime. It is at the discretion of the supervisor to approve that request.

### **B. Overtime Calculation**

For the purposes of overtime calculations, Vacation Leave, Holiday Leave, and

Comp Time shall be considered hours worked. Overtime is compensated at 1.5 times the employee's Fair Labor Standards Act (FLSA) regular rate of pay. Only hours worked as defined here shall be considered for the purpose of calculating the FLSA overtime pay.

#### **SECTION 27: ON CALL PAY**

On Call assignments and requirements for employees assigned to being on call will be determined by the Department Head or designee(s). Employees within the bargaining unit required to be on call shall be compensated at the rate of \$275.00 per week. On Call employees who field calls, dispatch other employees, or do other work directly related to being on call should report hours worked to the closest ¼ hour on their timecard.

#### **SECTION 28: CALL BACK PAY (non-exempt)**

If an employee is required to be called back to work after completing his or her normal shift or after having left City premises or the employee's work location, the employee shall be compensated at the appropriate rate for each hour worked on call back with a minimum of two (2) hours call back compensation at the appropriate rate, regardless of whether the employee actually works less than two (2) hours. This provision shall be applicable to employees who are continuing on duty for their normal shift. The time starts when the call back call is received by the employee. Employees must arrive at the worksite and perform the work required in order to receive callback pay.

#### **SECTION 29: SAFETY FOOTWEAR AND UNIFORMS**

The City will provide up to \$355.00 annually toward the purchase and/or replacement of safety footwear as needed, at a city designated vendor for employees required to wear safety footwear in the performance of their job duties. The \$355.00 shall also be available to purchase footwear related accessories including laces, socks, orthotics, or sole inserts. There shall be no change in the current voucher method of funding these footwear items/accessories.

The City may provide uniforms (including shirts) and/or maintenance of uniforms for all positions covered under this MOU.

The City reports CalPERS on an annual basis the actual value of compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing for Teamsters covered CalPERS' Classic Members. The parties analyzed the value and determined it shall not exceed \$710.00 per fiscal year. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(5) Statutory Items. The parties also agree that the City has no additional obligation or costs should CalPERS, the State or the IRS determine otherwise.

#### **SECTION 30: RETIREMENT BENEFIT**

Unit members who do not meet the definition of "new member" under the California Public Employees' Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as "classic members") are enrolled in either the CalPERS retirement plan commonly referred to as the 2.5% at age 55 retirement plan ("Tier 1" and "Tier 2"), or in the 2% at age

55 retirement plan ("Tier 3") and shall be provided the benefits as described below:

A. **Tier 1** – Employees Hired Before September 1, 2010

§ 21354.4     2.5% at 55 Full Formula

§ 21574       4th Level 1959 Survivor

§ 20042       1 Yr Final Compensation

1. Effective July 4, 2011, the City pays the normal eight percent (8%) CalPERS **member** contribution per Resolution 11-063.
2. Effective 7/11/16, employees shall pay five percent (5%) of their PERSable compensation towards the CalPERS **employer** contribution per Resolution 15-090.
3. Effective the first full pay period beginning in June 2019, or the first full pay period after ratification whichever is later, the City will pay three percent (3%) of the CalPERS **member** contribution and employees shall continue to pay five percent (5%) of their PERSable compensation however; the employee will pay the five percent (5%) of their PERSable compensation toward the CalPERS **member** contribution. The City will adopt a resolution to reflect this change prior to the effective date.

B. **Tier 2** – Employees Hired Between September 1, 2010 and July 3, 2011

§ 21354.4     2.5% at 55 Full Formula

§ 21574       4th Level 1959 Survivor

§ 20042       1 Yr Final Compensation

1. Effective July 4, 2011, the City pays seven percent (7%) of the normal CalPERS member contribution; employee pays one percentage point (1%) of the CalPERS member contribution per Resolution 11-063.
2. Effective July 11, 2016, employees shall pay four percent (4%) of their PERSable compensation towards the CalPERS **employer** contribution and one percent (1%) of their PERSable compensation towards the CalPERS **member** contribution per Resolution 15-090.
3. Effective the first full pay period beginning in June 2019, or the first full pay period after ratification whichever is later, the City will pay three percent (3%) of the CalPERS **member** contribution, and employees shall move their four percent (4%) PERSable compensation currently paid toward the CalPERS **employer** contribution to the CalPERS **member** contribution for a total of five percent (5%) of their PERSable compensation toward the CalPERS **member** contribution. The City will adopt a resolution to reflect this change prior to the effective date.

C. **Tier 3** – Employees Hired on or After July 4, 2011

§ 21354      2% @ 55 Full Formula

§ 21574      4th Level 1959 Survivor

§ 20037      3 Yr Final Compensation

1. Effective July 4, 2011, the City pays six percent (6%) of the normal CalPERS **member** contribution; employee pays one percentage point (1%) of the CalPERS **member** contribution per Resolution 11-063.
  2. Effective July 11, 2016, employees shall pay four percent (4%) of their PERSable compensation towards the CalPERS **employer** contribution for a total of one percent (1%) of their PERSable compensation towards the CalPERS **member** contribution and four percent (4%) of the CalPERS **employer** contribution per Resolution 15-090.
  3. Effective the first full pay period beginning June 2019, or the first full pay period after ratification whichever is later, the City will pay two percent (2%) of the CalPERS **member** contribution and employees shall move their four percent (4%) PERSable compensation currently paid toward the CalPERS **employer** contribution to the CalPERS **member** contribution for a total of five percent (5%) of their PERSable compensation toward the CalPERS **member** contribution. The City will adopt a resolution to reflect this change prior to the effective date.
- D. It is understood that all contributions paid by the employee as described in Parts A through C above shall be calculated based upon the full base salary of the employee, plus any additional PERSable compensation, and any Employer Paid Member Contributions (EPMC).
- E. The City pays EPMC for the various "Tiers" as outlined above and reports the value of EPMC payments as special compensation. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1)(F) as Value of Employer-Paid Member Contributions. The parties also agree that the City has no additional obligation or costs should CalPERS, the State or the IRS determine otherwise.
- The City adopted a resolution providing that all employee CalPERS contributions shall be deducted on a pre-tax basis to the extent permitted by law or IRS regulation. All employee payments of the employer share are done pursuant to Government Code Section 20516(f).
- F. There shall be no sunset date to any provision in Section 30.
- G. The California Public Employees' Pension Reform Act of 2013 (PEPRA) -As it may from time to time exist, the PEPRA shall in its entirety be given full force and effect. Any provision in this MOU which contradicts any provision of the PEPRA shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be deemed to impair any

provision of this MOU. PEPRA includes, but is not limited to, the provisions described below:

Unit members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

Unit members who are "new members" and miscellaneous employees on and after January 1, 2013, shall be enrolled in the 2% @ 62 retirement formula (Govt. Code § 7522.20).

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.), and their retirement benefits shall be calculated based on "pensionable compensation" (Section 7522.10) rather than "compensation earnable" (Section 20636).

- H. In addition, the City has adopted the PARS Retirement Enhancement Plan generally described as .5% (one-half percent) at 55 or at 60, depending upon the employee's hire date, for all miscellaneous employees hired on or prior to December 31, 2012. To be eligible, employees must be at least age 56, have ten (10) years of full-time continuous service and retire from the City. This benefit will be paid to qualified retirees in addition to any CalPERS benefits to which they are entitled.

- I. Employer Paid Member Contribution (EPMC)

- 1. The effective date of this benefit shall be July 4, 2011 and shall apply to all miscellaneous employees.

This benefit shall consist of paying 8% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation for employees hired prior to September 1, 2010.

This benefit shall consist of paying 7% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable (excluding Government Code Section 2063(c)(4)) as additional compensation for employees hired on or after September 1, 2010.

This benefit shall consist of paying 6% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation for employees hired on or after July 4, 2011.

Payment of EPMC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636(c)(4)) which is the monetary value of EPMC on

compensation earnable.

2. Effective the first full pay period in June 2019:

This benefit shall consist of paying 3% of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation for employees hired prior to September 1, 2010.

This benefit shall consist of paying 3% of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation for employees hired prior to September 1, 2010 and before July 4, 2011.

This benefit shall consist of paying 2% of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation for employees hired on or after July 4, 2011.

### **SECTION 31: TUITION REIMBURSEMENT FOR APPROVED COLLEGE AND UNIVERSITY COURSES**

Reimbursements by the City of the following enumerated college and/or university course expenses shall not exceed two thousand three hundred dollars (\$2,300.00) during any fiscal year.

Eligibility for said reimbursement in an amount not to exceed \$2,300.00 in any one fiscal year shall be contingent upon a determination by the employee's department head or his designee that all the following conditions precedent exists:

- A. Expenses shall be incurred as regards coursework undertaken at a college or university that is licensed/accredited by the State of California.
- B. The applicant for reimbursement shall represent to the Personnel Department documentation prepared by the accredited/licensed college or university which evidences the applicant's receipt of a grade of "C" or "pass" in a pass/fail class. As regards each class for which reimbursement is sought (where an employee is simultaneously enrolled in multiple approved classes and does not receive a "C" or "pass" in any one or more of such classes, the amount of expenses subject to City's reimbursement shall be reduced and/or as appropriate, pro-rated to reflect no reimbursement being made for expenses related to classes where the minimal grade was not received).
- C. Eligibility for reimbursement for said expenses shall be confined to either: 1) those courses that in and of themselves consist of curriculum which is predominately related to the development of skills reasonably anticipated by the City to enhance the applicant's job performance (by means of a non-inclusive example only, art classes would not qualify for reimbursement); or 2) where the employee has declared a major that is job-related as set forth in this section C, to those classes which must be completed as a condition precedent to successful completion of the course of study in the selected major.



- D. Eligibility for reimbursement upon completion of coursework shall be predicated upon the employee's department head or his designee, making a written determination prior to the affected employee's enrollment in the course(s) for which reimbursement is later sought, that the coursework is offered by an accredited college or university and that the above-described job nexus does exist. The determination of the Department Head or his designee in such regards shall be final.
- E. The costs which shall be subject to reimbursement are limited to the following: 1) tuition, 2) books, 3) supplies, 4) parking, and 5) laboratory. In addition to all other conditions precedent to reimbursement set forth in this section, prior to reimbursement being approved, written receipts shall be provided to the Personnel Department and shall evidence each expenditure for which reimbursement is sought.

### **SECTION 32: REQUIRED CERTIFICATIONS AND RECERTIFICATIONS**

The City will pay for the cost of any required certifications or recertifications required of employees to maintain their positions. Required certifications must be outlined in an employee's classification specification. The Department Director, with the approval of the City Manager, can add to but not eliminate certifications and recertifications that Departments will cover the costs for employees to maintain. Any additions by the Department Head must be applied equally to all employees in that classification.

### **SECTION 33: 4/10 WORK WEEK**

The City of Rancho Cucamonga City Hall operates on a 4/10 work week, hours 7am to 6pm, Monday through Thursday. Different bargaining unit employees generally work from 6 am to 4:30 pm with half hour lunch. Actual days and times of work vary based on the hours of operations at various facilities employees are assigned to.

### **SECTION 34: CARPOOL PROGRAM**

The City has implemented a well-defined, equitable, carpool program that eliminated the previously provided time-off incentive with a financial incentive. The carpool program is open to all fulltime regular employees. Participation is voluntary, and employees interested in participating shall file a Rideshare Application Agreement and comply with the requirements of the program. The financial incentive for the program is \$2.00 per day for every day that the bargaining unit employee carpools.

### **SECTION 35: BILINGUAL PAY**

Employees within the bargaining unit who qualify for bilingual pay will be provided at \$50.00 per month.

### **SECTION 36: USE OF BULLETIN BOARDS**

The City will furnish a portion of existing bulletin board space, located in bargaining unit break areas where such bulletin boards currently exist for Teamsters notices. Such space will be no less than 18" x 24" depending on available space. Bulletin boards shall only be used for the following notices:

- Schedule Teamsters meeting, agendas and minutes
- Information on Teamsters election and the results
- Information regarding Teamsters social, recreational and related news bulletins
- Reports of official business of Teamsters, including negotiations, reports of committees or the Board of Directors

City equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by City employees during their regular work time. Notices that are posted, distributed or placed in an employee's City mailbox shall not be obscene, defamatory or of a political nature. All notices to be posted must be dated and signed by an authorized representative of Teamsters.

### **SECTION 37: ACCESS TO WORK LOCATIONS**

The parties recognize and agree that in order to maintain good employee relations; it is necessary for Labor Relations Representatives and designated Shop Stewards of Teamsters to confer with bargaining unit employees during working hours. Therefore, Teamsters Labor Relations Representatives or Shop Stewards will be granted access to work locations during regular working hours to investigate and process grievances or appeals. Teamsters Labor Relations Representatives or Shop Stewards shall be granted access upon obtaining advance authorization from the designated management representative prior to entering a work location and after advising the City at least one business day in advance of the requested access, of the general nature of the business. The designated management representative may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of City operations. The designated management representative shall not unreasonably withhold timely access to work locations. The City shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the designated management representative shall establish a mutually agreeable time for access to the employee. Teamsters Labor Relations Representatives or Shop Stewards granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal. The City shall not unreasonably interfere with Teamsters' access right to work locations and any reasonable denial of access shall not be subject to the grievance procedure.

### **SECTION 38: DUES DEDUCTION**

Teamsters membership dues and insurance premiums for plans sponsored by Teamsters, provided such plans are not intended to replace City provided health plans, shall be deducted by the City upon notification by Teamsters stating that an employee has requested that such deduction be made, and the City will stop deductions upon notification from Teamsters that an employee has requested that such deductions be ceased. Remittance of the aggregate amount of all membership dues deducted from the pay warrants of employees covered hereby shall be made to Teamsters on a regular

basis consistent with the City's regular pay-periods. Teamsters dues shall be deducted in an amount per bi-weekly pay period authorized by the Teamsters Board of Directors. The City shall not be liable to Teamsters, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than those constituting actual deductions made from employee wages earned. Teamsters shall hold the City harmless for any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the City under this Article.

### **SECTION 39: NEW EMPLOYEE ORIENTATION**

City shall provide thirty (30) minutes at a mutually agreeable time during the employee onboarding process for a Teamsters Local 1932 representative to meet with a new Teamsters Local 1932 covered employee and present the benefits of being a member of the Union. Onboarding new employees occurs during the first working day at the start of a new pay period up to 26 times per year. The City will provide a calendar before the start of a new year. A Teamsters Local 1932 representative will have up to 30 minutes of uninterrupted time to meet with new Teamsters Local 1932 covered employees. Prior to meeting, or in no case later than the meeting time, the City will provide the name and job assignment of the new employee to the Teamsters Local 1932 representative. The City will provide designated Teamsters Local 1932 representatives with all available information about the employee as required under AB 119 within 30 days of the employee's start date and the City will provide the required information on all Teamsters Local 1932 covered employees again as required by AB119 at least three (3) times per year.

### **SECTION 40: USE OF CITY RESOURCES**

Teamsters may be granted permission to use any City facilities accessible to the general public for meeting purposes, during the regular hours such space is accessible to the public, provided space for such meetings can be made available without interfering with City needs and is otherwise not reserved by any other groups or individuals. Teamsters may also be permitted to use the City Council Chambers, during regular business hours, for Teamsters meetings, provided the City Council Chambers is not otherwise reserved. Permission to use City facilities must be obtained by Teamsters from the appropriate management representative. Teamsters shall be held fully responsible for any damages to, and the security of, any City facilities that are used by Teamsters.

### **SECTION 41: RELEASE TIME FOR CITY UNION STEWARDS**

The City and Teamsters Local 1932 also agree to the following release time for City Union Stewards:

- a. Release of one (1) steward for up to 3 hours each month for the Unions Local Wide Stewards Meeting.
- b. Release of one (1) steward for a full day each month if elected to the Union's Executive Board.
- c. Release of up to two (2) stewards for training for up to a full day of training as Stewards no more than once a fiscal year (July to June).

The release of stewards as outlined above shall be paid by the City. Release may be denied if a supervisor/manager determines the employee is needed for a crucial assignment or the

need for emergency staffing condition exists. Release per this section will not be unreasonably denied.

#### **SECTION 42: RELEASE FOR ALL HANDS MEETING**

The Teamsters Local 1932 bargaining unit shall be allowed four (4) ninety (90) minutes per fiscal year, including travel time, during work hours for the purpose of labor negotiations with the City. Additional meetings may be requested and may be granted by the Director of Public Works.

#### **SECTION 43: ACTING PAY/OUT OF CLASS PAY**

The City agrees to formally implement as part of its Personnel Rules and Regulations, a formal policy regarding Acting Pay/Out of Class Pay that substantially complies with existing and past practice in this regard, except that Acting Pay/Out of Class Pay will take effect for Teamsters bargaining unit employees who assume responsibilities of a higher level classification after 16 or more working days at the higher level classification.

#### **SECTION 44: HOLIDAY FACILITY CLOSURE**

City facilities will observe a holiday closure beginning Monday, December 24, 2018. Through Tuesday, January 1, 2019. During the term of this MOU, there will be Holiday Facility closures, and certain City facilities may close in conjunction with the Christmas and New Year's holidays. Closure dates for City facilities shall be determined by the City in order to balance the impact on public services. The City will strive to provide a schedule on Holiday Facility closures at least six months or more in advance of the closure.

During a holiday closure, affected represented employees may take paid leave from holiday, compensatory time, vacation accruals, or use unpaid leave. When holiday closures are implemented by the City, Section 18's provision regarding consecutive holidays shall not apply.

#### **SECTION 45: DEFERRED COMPENSATION**

Effective the first full pay period in July 2017, the City will match dollar for dollar up to \$50 per month in deferred compensation for any Teamsters covered employee who pays up to \$50 into deferred compensation through payroll deductions.

Effective the first full pay period in June 2019, after ratification and City Council adoption, the City will increase matching contribution of an additional 1% of base salary, for a total dollar for dollar matching contribution of \$50 per month and 1% base salary for any Teamster covered employee who pays up to \$50 and 1% of base salary into deferred compensation through payroll deductions. For Example: if an employee with a monthly salary of \$4000 puts \$90 per month of the pay they earned into deferred compensation, then the City will match the amount, up to the \$90 maximum, and pay \$90 towards that employee's deferred compensation.

#### **SECTION 46: DISCIPLINARY PROCEDURES**

##### **A. Definition and Objective of Discipline**

Discipline is the enforcement of policies, rules, regulations and/or other administrative or legal requirements designed to maintain a standard of cooperation and conduct

necessary to successfully carry out the mission of the City organization. The purpose of discipline is to assist the employee in recognizing and correcting any behavior or deficiencies regarding performance. Self-discipline or self-conformity is the goal strived for by this Section. Disciplinary action of classified employees who have attained regular status, when necessary, shall be documented in such a manner as to be defensible on appeal and/or review.

In all instances where disciplinary action is contemplated, the affected employee shall be afforded prior notice of the proposed disciplinary action. The employee shall have reasonable opportunity to present, in person, their view of the incident(s) resulting in the disciplinary consideration.

Types of disciplinary actions applicable to regular employees in the classified service are: dismissal, disciplinary demotion, reduction in pay steps within a pay range, disciplinary suspension, written reprimand, or an appropriate combination of these disciplinary actions. The aforementioned types of disciplinary actions are defined as follows:

1. Oral Reprimand: An oral consultation between the supervisor and employee whereby the supervisor indicates to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if improvement is not made. An oral reprimand may not be appealed under this rule.
2. Written Reprimand: An official notification in writing by the supervisor to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if improvement is not made. A written reprimand may not be appealed under this rule.
3. Disciplinary Suspension: The temporary separation from City service of an employee without compensation. A suspension of less than five (5) days may not be appealed under this rule.
4. Reduction in Pay: The reduction of the employee's pay rate within the pay range established for the employee's class.
5. Disciplinary Demotion: The demotion of an employee from a position in one class to a position in another class having a lower maximum rate of pay. The demotion may be permanent or temporary.
6. Dismissal: The discharge of an employee from the City service.

#### B. Disciplinary Procedures

The purpose of the Disciplinary Procedures is to afford the regular employee an opportunity to present his/her view of factual situation leading to the proposed disciplinary action of suspension of five (5) or more days, reduction in pay, demotion or dismissal, and to afford appropriate administrative review of any disciplinary action which is taken.

1. Initial Notice: The employee shall be given written notice of the proposed

disciplinary action by the division manager. The notice shall be delivered to the employee in person and/or mailed to the employee's last known residence by certified mail, return receipt, postage prepaid. Such notice shall include:

- a. The level of discipline intended to be imposed;
  - b. The specific charges upon which the intended discipline is based;
  - c. A summary of the facts upon which the charges are based;
  - d. A copy of all written materials, reports or documents upon which the intended discipline is based;
  - e. Notice of the employee's right to respond to the department head regarding the charges within five (5) calendar days from the date the notice of the proposed disciplinary action is sent or delivered to the employee, either by requesting an informal conference, by providing a written response, or both;
  - f. Notice of the employee's right to have a representative of his or her choice at the informal conference, should he or she choose to respond orally; and
  - g. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.
2. Right to Respond: The employee has five (5) calendar days from the date the notice of the proposed disciplinary action is sent or delivered to the employee to review the documents, materials, charges and other evidence presented pursuant to Section 2, subsection 2 above, and to respond either orally and/or in writing to the department head. If the employee requests a conference to respond orally to the proposed disciplinary action, the conference must be scheduled at least seven (7) calendar days after the date the notice of proposed disciplinary action is sent or delivered to the employee. The conference will be an informal meeting with the department head.
  3. Right to Representation: The affected employee has the right to be represented during the disciplinary procedure, at the employee's own expense.
  4. Further Investigation: If the department head determines that the employee's version of the facts creates doubt as to the accuracy of the information provided, the department head will initiate a further investigation of the factual situation leading to the proposed disciplinary action.
  5. Implementation of Disciplinary Action: Upon completion of the procedures set forth above, the employee shall be given written notice of the disciplinary action by the department head. The notice shall be delivered to the employee in person and/or mailed to the employee's last known residence by certified mail, return receipt, postage prepaid. Such notice shall include:
    - a. The level of discipline, if any, to be imposed and the effective date of the

discipline;

- b. The specific charges upon which the discipline is based;
- c. A summary of the facts upon which the charges are based;
- d. A copy of all written materials, reports or documents upon which the discipline is based; and
- e. A statement of the nature of the employee's right to appeal.

C. Disciplinary Authority: Department heads shall have the power and duty to determine the need for disciplinary action and implement disciplinary actions.

1. Informal Discussion: Though not a disciplinary action, when a minor job performance problem develops, an informal discussion shall usually occur to assist the employee in clarifying and remedying the problem. An informal discussion is designed to clarify standards, policies and procedures, and/or rules and regulations so that problems are resolved early, and the need to utilize disciplinary action may be avoided.
2. Oral or Written Reprimand: A supervisor may reprimand a subordinate for cause. When deemed appropriate, reprimands shall be in writing and be addressed to the employee. The employee will be directed to acknowledge receipt by signing the document. A signed copy shall be forwarded to the Administrative Service Department for placement in the employee's file. Reprimands cannot be appealed. The employee may write a written response that must be received by the Administrative Services Department within eight (8) working days from the date the notice is sent or delivered to the employee, to be placed in the personnel file with the reprimand.
3. Suspension: A regular employee may be suspended without pay by the department head. Before the effective date for any non-emergency suspension of five (5) or more days, the employee will be furnished with written notice pursuant to Section 2 of this Rule, and be given an opportunity to respond. Suspensions of less than five (5) days cannot be appealed. The employee may write a written response which must be received by the Administrative Services Department within eight (8) working days from the date the notice is sent or delivered to the employee, to be placed in the employee's personnel file along with the Notice of Suspension.
4. Reduction in Pay: A department head may reduce an employee's pay within the range. Before the effective date of said reduction, the employee shall be furnished with written notice pursuant to Section 2 of this Rule, and be given an opportunity to respond. The employee shall be assigned a new anniversary date for merit review purposes. Such date shall coincide with the effective date of the reduction action.
5. Demotion: A department head may demote an employee to a lower class for disciplinary reasons. Before the effective date of the demotion, the employee shall be furnished with written notice pursuant to Section 2 of this Rule, and be given an

opportunity to respond. The demoted employee shall be assigned a new anniversary date for merit review purposes. Such date shall coincide with the effective date of the demotion.

6. Dismissal: A department head may terminate a regular employee for cause pursuant to Section 2 of this Rule. Before the effective date of the dismissal, the department head shall provide the terminated employee with a written notice pursuant to Section 2 of this Rule and give the employee an opportunity to respond.

#### D. Emergency Situations

An Emergency may be temporarily placed on administrative leave from City Services with or without pay for a period of time not to exceed time reasonably necessary to permit an investigation of a matter which may result in a disciplinary action. Any employee having supervisory authority and responsibility may initiate an emergency suspension with pay. Suspension without pay must be initiated by the department head. In the event the investigation develops in the employee's favor and no disciplinary is filed within the suspension period, the employee shall be reinstated to duty with all accrued salary and other benefits.

#### E. Grounds for Disciplinary Action

The following non-exclusive list shall constitute grounds for disciplinary action (any of them may be sufficient cause upon which to base a disciplinary action):

1. Fraud in securing employment or making a materially false statement on an application for employment or on any supporting documents furnished with or made a part of any application.
2. Incompetency, such as failure to comply with a minimum standard for an employee's position for a significant period of time.
3. Neglect of duty, such as failure to perform the duties required of an employee's position.
4. Willful disobedience or insubordination; such as willful failure to carry out the direction of a supervisor or failure to conform to established orders or directions of persons in a supervisory position, insulting or demeaning the authority of a supervisor or manager.
5. Dishonesty; making any false statement, omission or misrepresentation of material facts.
6. Being under the influence of alcohol or intoxicating drugs while on duty.
7. Absence without authorized leave.
8. Conviction of a crime or conduct constituting a violation of State law or Federal law that has a relationship to the employee's job. Conviction shall include a plea of guilty or no contest.
9. Discourteous treatment of the public or other City employees.
10. Improper or unauthorized use of City property.



11. Theft.
12. Violation of the rules and regulations of any department.
13. Refusal or failure to subscribe to any oath or affirmation, which is required by law in connection with City employment.
14. Any act of conduct undertaken which, either during or outside of duty hours, is of such a nature that it causes discredit to fall upon the City, and/or the employee's department or division.
15. Failure to maintain proper decorum during work hours.
16. Abuse of sick leave.
17. Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of City property.
18. Outside employment which conflicts with the employee's position and is not specifically authorized by the appointing authority.
19. Acceptance from any source of any employment a reward, gift or other form of remuneration in addition to the employee's regular compensation as a personal benefit to the employee for actions performed in the normal course of the employee's assigned duties.
20. Mishandling of public funds.
21. Excessive absenteeism or tardiness.
22. Working overtime without prior authorization; refusing to work assigned overtime.
23. Falsification of any City report or record, or of any report or record required to be completed by the employee.
24. Violation of the City or department's confidentiality policies; disclosure of confidential City information to any unauthorized person or entity.
25. Violation of the City's Policy Against Harassment, Discrimination and Retaliation.
26. Violation of any of the provisions of the Municipal Code, lawful ordinances, resolutions, or any rules, regulations or policies which may be prescribed by the City Council, City Manager, department head or supervisor.
27. Engaging in political activities precluded by State or Federal law, City Ordinance, policy or these rules.

F. Records

Records pertaining to disciplinary actions shall be maintained in the employee's personnel file.

**SECTION 47: DISCIPLINARY APPEAL PROCEDURES**

A. Right to Appeal

A regular full-time and for cause employee shall have the right to appeal the following disciplinary actions:

1. Suspensions without pay of five (5) or more working days.
2. Salary reduction.
3. Demotion.
4. Dismissal.

A promotional probationary employee shall have the right to appeal the following disciplinary actions: suspension without pay of three (3) or more working days and dismissal.

B. Method of Appeal

Appeals shall be made in writing, state the grounds for the appeal, and signed by the appellant or his/her representative. Appeals shall be filed with the Administrative Services Department within eight (8) working days from the date the notice of disciplinary action is sent or delivered to the employee pursuant to Rule IX (Employee Conduct and Discipline), Section 2. Failure by the appellant or his/her representative to file the appeal within the aforementioned time period will constitute a waiver of his/her right to an appeal.

C. Notice

Upon the filing of an appeal, the Administrative Services Department will set a date for a hearing on the appeal not less than eight (8) working days, nor more than twenty-four (24) working days, from the date of filing. However, the Administrative Services Department may, at its discretion, waive such time limits if it determines that additional time is necessary. The Administrative Services Department shall notify all interested parties of the date, time, and place of the hearing.

D. Rules for Hearing

Rules for the conduct of the hearing may be promulgated by the Personnel Officer.

E. Hearing Officer

Appeals shall be heard by the Personnel Officer. A decision rendered by the Personnel Officer, shall be final.

F. Hearing Conduct and Representation

The appellant shall appear personally, unless physically unable to do so, at the time and place of the hearing. He/she may, but need not be represented. If represented, the appellant must identify his/her representative at least three (3) working days before the hearing. The conduct and decorum of the hearing shall be under the control of the Hearing Officer. The hearing shall be closed unless the appellant requests that it be open.

#### G. Evidence and Examination of Witnesses

1. Oral evidence shall be taken only on oath or affirmation.
2. Each party shall have the following rights:
  - a. To call and examine witnesses.
  - b. To produce documentary evidence.
  - c. To cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination.
  - d. To impeach any witness regardless of which party first called him/her to testify.
  - e. To rebut the evidence against him/her.
3. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of privilege shall be effective to the extent that they otherwise are required by statute to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.

#### H. Findings and Conclusions

Written findings of fact shall be made which state as to each charge whether or not such charge is sustained and shall affirm, reverse or modify the appealed decision. The Hearing Officer's decision on the appeal shall be contained in a formal, written document, which includes the findings of fact supporting the decision. The decision shall be final and binding and such decision shall be served in person or by certified mail to the employee's last known residence, return receipt, postage prepaid mail on the employee appealing the decision, and by regular mail or in person on the department head who instituted the discipline.

#### I. Statute of Limitations

The Hearing Officer's written findings and decision is final. There is no process for reconsideration. Pursuant to Code of Civil Procedure section 1094.6, the parties have ninety (90) days from the date of the proof of service of mailing of the written findings and decision to appeal the decision to the Superior Court in and for the County of San Bernardino.

### **SECTION 48: GRIEVANCE PROCEDURES**

#### A. Purpose of Rule

1. To promote improved employer-employee relations by establishing procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford employees individually a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that grievances shall be settled as near as possible to the point of origin.
4. To provide that grievances shall be conducted as informally as possible.

## B. Matters Subject to Grievance Procedure

An employee shall have the right to file a grievance concerning an alleged violation, misinterpretation or misapplication of City policy, City Personnel Rules and Regulations, and/or the Memorandum of Understanding. Matters otherwise subject to the disciplinary procedure shall not be subject to the grievance procedure. In addition, the following matters are excluded from this procedure:

1. Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation;
2. Requests for changes in the content of employee evaluations or performance reviews, oral or written warnings, reprimands or counseling;
3. Challenges to a reclassification, layoff, transfer, denial of reinstatement, or denial of a step or merit increase;
4. Challenges to any disciplinary action; and
5. Challenges to examinations or the appointment to positions.

## C. Informal Grievance Procedure

Within eight work days of the occurrence of the act(s) that constitutes the grievance, an employee shall discuss the grievance with his/her immediate supervisor. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee shall have the right to discuss it with the supervisor's immediate superior in the administrative service, if any. Every effort shall be made to find an acceptable solution by informal means at the lowest possible level of supervision.

If the employee is not in agreement with the decision reached by discussion, the employee shall then have the right to file a formal grievance in writing within five (5) working days after receiving the informal decision of the immediate supervisor. Failure of the employee to file the grievance within five (5) work days shall constitute a waiver of the grievance. Formal written grievances shall only apply to the employee affected, shall specifically identify the action being grieved, and shall include a statement of the action(s) desired by the grievant and the reasons therefore.

## A. Formal Grievance Procedure (Levels of Review Through Chain of Command)

1. First Level of Review: The grievance shall be presented in writing to the employee's immediate supervisor, who shall render a decision and comments in writing and return them to the employee within eight (8) working days after receipt of the grievance. If the employee does not agree with the supervisor's decision, or if no answer has been received within eight (8) working days, the employee may present the grievance, in writing, to the department head. Failure of the employee to take further action within eight (8) working days after receipt of the written decision of the supervisor, or within eight (8) working days if no decision is rendered, shall constitute a waiver of the grievance.

2. Department Review: The department head receiving the grievance of an employee or a designated representative shall discuss the grievance with the employee, the employee's representative if so desired, and with other appropriate persons. The department head shall render a decision and comments in writing and return them to the employee within eight (8) working days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within eight (8) working days, the employee may present the grievance in writing to the Personnel Officer. Failure of the employee to take further action within eight (8) working days after receipt of the department head's written decision, or within eight (8) working days if no decision is rendered, shall constitute waiver of the grievance.
3. Personnel Officer: The Personnel Officer, or his/her designated representative, upon receipt of the grievance, shall discuss the grievance with the employee, and/or the employee's designated representative, and with other appropriate persons. The Personnel Officer or designee shall render a decision in writing to the employee within eight (8) working days after receiving the grievance. The decision of the Personnel Officer shall be final.

#### E. Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned in writing.
2. The employee may have a representative of his or her choice present at all stages of the grievance procedure, except that no one may be represented by an employee he or she supervises, and no employee may be represented by his or her supervisor or department head. At least 48 hours prior the grievance meeting, the employee shall inform the individual hearing the grievance whether he or she will be represented at the grievance meeting and shall identify the representative.
3. EMPLOYEES SHALL BE ASSURED FREEDOM FROM REPRISAL FOR USING THE GRIEVANCE PROCEDURE.
4. The grievant may request that the informal discussion with the immediate supervisor be waived.

#### **SECTION 49: ADOPTION OF MOU**

This memorandum, between representatives of the City and Teamsters Local 1932, was adopted on February 20, 2019.

#### **SECTION 50: EFFECTIVE DATE**

The provisions of this memorandum of understanding are effective July 1, 2018 and continue for a one-year period, ending June 30, 2019.

**TEAMSTERS**

Dated 2/14/19



Caleb Dupont,  
Lead Maintenance Worker



John Pincott,  
Maintenance Coordinator



Edward Rue,  
Senior Maintenance Worker



Willie Glenn,  
Lead Maintenance Worker



Donald Ballard,  
Maintenance Worker



Steve Cadena,  
Teamsters Representative



Tizoc Arenas,  
Teamsters Representative

**CITY**

Dated 2/20/19



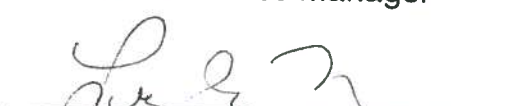
John R. Gillison,  
City Manager



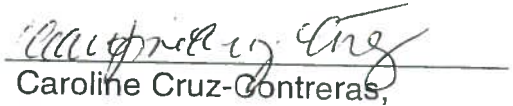
Robert Neiuber,  
Human Resources Director



Jennifer Phillips,  
Human Resources Manager



Lucy Alvarez-Nunez,  
Management Analyst I



Caroline Cruz-Contreras,  
Principal Accountant