

MEMORANDUM OF UNDERSTANDING



BETWEEN
THE CITY OF POMONA
AND
POMONA CITY EMPLOYEES' CHAPTER
(PCEA)
OF TEAMSTERS LOCAL NO. 1932

2021 through 2023

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF POMONA
AND
THE POMONA CITY EMPLOYEES' CHAPTER (PCEA)
OF TEAMSTERS LOCAL 1932**

This Agreement is entered on the 1st day of October 2021 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").

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)").

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 governmental 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.

III. UNION RIGHTS AND RESPONSIBILITIES

A. DUES AND BENEFIT DEDUCTIONS.

- 1. The City shall deduct program contributions from the paychecks of those employees who authorize such deductions for the term of this Agreement.
- 2. Within 30 days of hire or the first pay period of the month following hire, the City shall provide the Union with the new employee's name, employee number, hire date, job title, department, work location, wage rate, address, and telephone number. Personal cellular phone numbers and personal email addresses will be provided by the City if they are on file with the City, and to the extent required by, and consistent with, law.

3. The Union will provide the City with a deduction list and certification requesting a payroll deduction for membership dues for any individual for which such deduction is made and who has provided written authorization for payroll deductions to the Union.
 4. 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.
 5. The Union will certify to the City, in each submitted list, the amount that is to be deducted for each employee, and that the contents of the list are current and accurate, and that it has and will maintain individual employee written authorizations for all employees listed on the certified deductions list. Such certified deductions list shall be furnished to the City by deadlines established by the Payroll Division of the Finance Department. By complying with these requirements, the Union will not be required to submit a copy to the City of each individual employee's written authorization for the payroll deductions to be effective, unless a genuine dispute arises about the existence or terms of the written authorization(s). Questions or disputes regarding the correctness of the amount shown on the deduction list will be handled directly between the Union and the represented employees.
 6. To be effective for a particular bi-weekly pay period, the Union must notify the City of an individual deduction authorization, or revocation thereof, by the deadlines established by the Payroll Division of the Finance Department. The City shall not be responsible for failure to process or terminate a deduction for which it does not receive proper notification by the established deadline. The Union will be responsible for refunding any deductions to non-member employees whom the City has already remitted to the Union after such cancellation or revocation.
 7. If employees' earnings during a particular payroll period designated by the City are insufficient to permit full deductions, no deduction will be made.
 8. 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, judgments, or other forms of liability that may arise out of or by reasons of actions taken by the City under this Article.
- B. 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 not later than one (1) hour after conclusion of the meet and confer session.
- C. RELEASE TIME FOR UNION STEWARDS. The City shall provide for a reasonable amount of release time for Union stewards 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. The Union may designate up to eleven (11) Union stewards citywide. Stewards shall be chosen from various departments to be mutually agreed upon between the City and the

Union. Release time will no longer be granted for activities related to the Pomona City Employee Association (PCEA), such as PCEA monthly board meetings.

- D. 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. Prior approval from the Human Resources Department or designated management staff of the department where the facility is located is required for the use of City facilities that are designed for employee use only.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

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. For employees hired into a full-time position prior to January 1, 2022, 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. For employees hired into a full-time position in the City on or after January 1, 2022, the second salary step level may be granted to an employee after satisfactory completion for one (1) year of service.
 - 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 twenty-six (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 to an equal or lower level, shall be considered as an appointment which establishes a new Evaluation Date.
 - a. This definition shall be utilized, as appropriate, through-out 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 eighty (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 one hundred percent (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 fifty percent (50%) of the accruals.
- C. **THE PROBATIONARY PERIOD.**
 - 1. **Definitions.** The probationary period shall be regarded as 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. Upon successful completion of the required probationary period for a classification, the employee gains regular status in that classification. The initial probationary period applies when the employee is first hired into a full-time position and has not gained regular status in any position. A promotional probationary period applies after an employee has attained regular status in a position and promotes to a new classification.
 - 2. **Length of Probationary Periods**
 - a. For new employees hired into this Unit on or after November 1, 2021 the initial probationary period shall be twelve (12) months. For employees who were hired into a full-time City position prior to November 1, 2021, the initial probationary period is six (6) months.
 - b. A promotional probationary period shall be six (6) months regardless of hire date.
 - c. All incumbents hired into the classifications of Police Dispatcher I, Police Dispatcher II, and Jailer shall serve a probationary period of twelve (12) months when initially hired or appointed into these positions, regardless of whether they have regular status in a prior classification.
 - d. The Police Officer Recruit and Police Officer Recruit Trainee are "at-will" Trainee Assignments pursuant to Article IV, Section D instead of serving a probationary period defined in this Article IV, Section C.
 - e. 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, a .6 PBLE shall serve a ten (10) month probationary period, and .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, sixteen (16) months for a .6 PBLE, or fifteen (15) months for a .75 PBLE. Effective for PBLE employees hired, promoted, or otherwise appointed into the Unit on or after November 1, 2021, the probationary period shall be twelve (12) months regardless of the number of hours worked.
 - 3. **Extension of Probationary Periods.**
 - a. An initial or promotional 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 workdays an employee has worked in a light duty assignment.

- b. The probationary period may also be extended for up to six (6) additional months. In no case shall the probationary period be extended by more than six (6) months, excluding any days the probation was extended due to a leave of absence pursuant to Section 3(a).
 - c. 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.
4. **At-Will Status During Probation.** 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 release 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.
5. **Return Rights.** Any promotional employee released 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., Section B of the Memorandum of Understanding.

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, Section 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.**
- a. Police Officer Recruit and Police Officer Recruit Trainee are Trainee Assignments. Employees in these classifications are at will, serve at the pleasure of the appointing officer and cannot gain regular status in these classifications.
 - b. Incumbents who successfully complete the police academy and meet the standards of the position will be promoted to the classification of Police Officer, at which point they will be subject to a probationary period in accordance with the applicable Memorandum of Understanding.
 - c. Incumbents who do not complete the police academy or otherwise do not meet the standards of the position shall be separated from City service. Employees who promote to the position of Police Officer Recruit or Police Officer Recruit Trainee and have regular status at the time of promotion shall be reinstated to the job classification held prior to promotion, unless the employee is discharged from the City service as provided in this Agreement. Any employee with regular status displaced as a result of such reinstatement shall be given rights in accordance with Article VIII, Section B of the Memorandum of Understanding.

- d. Effective October 24, 2021, the classification of Police Officer Recruit Trainee will be eliminated, and new employees will be hired into the classification of Police Officer Recruit. Any incumbents in the classification of Police Officer Recruit Trainee on the date the classification is eliminated shall be reclassified to Police Officer Recruit.

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 20th 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 (15th) 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 (15th) 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, Section E (2) above.
4. The City may extend an acting appointment beyond the one hundred eighty (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 scale being increased, decreased, or staying the same. If the salary scale is increased, the 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 scale level established for the new job classification; and the employee's new Evaluation Date shall be the date of the reclassification. If the salary scale is decreased or stays the same as a result of the reclassification, the 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 scale. Further, the employee may be Y-rated at the discretion of the City in accordance with Section IV, Section G. A reclassification to the same or lower salary scale shall not alter an employee's Evaluation Date. An employee shall not be required to serve a probationary period as a result of a reclassification.

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 thirty (30) days of receiving the request. If the Department Director does not forward the request to the Human Resources Department within thirty (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. The procedures for promotional examinations are described in the City of Pomona Personnel Rules and Regulations, Article IV, Section G. 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 this 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, Section 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.

V. COMPENSATION AND BENEFITS

A. SALARY.

1. Effective October 1, 2021, the City shall increase each step within the salary range/scale for each employee by two and a half percent (2.5%).
2. Effective October 1, 2022, the City shall increase each step within the salary/range for each employee by two and a half percent (2.5%).
3. PBL CLASSIFICATIONS. PBLs' salaries are determined by the base hourly rate as described in Article V, Section B multiplied by the number of hours (e.g., twenty (20) hours for .5 PBL, twenty-four (24) hours for .6 PBL and thirty (30) hours for .75 PBL).

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- 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 twelve (12) and divided by two thousand eighty (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 workday 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 workday 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 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. 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 workday 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 twelve (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, Section S.
 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) workdays in advance to facilitate work scheduling by the City.
 - d. Effective October 13, 2019, an employee may accrue a maximum of one hundred twenty (120) 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 seventy (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 twenty (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.

The timelines for Fiscal Years 2021-22 and 2022-23 will be as follows based upon the criteria described above and will follow the same pattern in future years:

FY 2021-22	FY 2022-23	ACTION
May 22, 2021	May 21, 2022	Must have accrued 70 hours of CTO.
June 30, 2021	June 30, 2022	Must submit irrevocable election to Payroll by this date.
PPE 7/3/2021 through PPE 6/18/2022	PPE 7/2/2022 through PPE 6/17/2023	Must earn and not use the number of hours requested for cash-out.
July 28, 2022	July 27, 2023	Will receive payment of CTO elected to cash-out.

E. BILINGUAL PAY.

- 1. Each affected employee who has the ability to fluently converse in one of the designated languages and uses the language in his/her work shall receive bilingual compensation in the amount of forty dollars (\$40) per pay period. Multilingual compensation for speaking more than one additional language shall still be limited to forty dollars (\$40) per pay period; no additional compensation is paid for multiple languages.
- 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 designated languages are Spanish, Cambodian, Vietnamese, Cantonese, Korean, Mandarin, Tagalog or American Sign Language. The City additionally reserves the right to review and expand the category of accepted languages that qualify for bilingual pay.
- 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., a .5 PBLE shall receive twenty dollars (\$20) per pay period, a .6 PBLE shall receive twenty-four dollars (\$24) per pay period, and a .75 PBLE shall receive thirty dollars (\$30) per pay period).

F. NOTARY PAY.

- 1. Specified positions which are determined to require notary duties shall receive additional compensation. Each employee who meets the eligibility requirements and is designated by the applicable Director or Deputy City Manager and approved by the Human Resources/Risk Management Director to perform notary duties shall be compensated at the rate of fifteen dollars (\$15) per pay period.
- 2. Employees receiving notary pay shall maintain their commission from the California Secretary of State. The City shall pay for the cost of necessary stamps, journals, supplies, and fees associated with State and/or County requirements, as applicable.

G. 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 two percent (2%) at sixty (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 two percent (2%) at sixty-two (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 two percent (2%) at fifty-five (55) and two percent (2%) at sixty (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 two percent (2%) at sixty-two (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 six and three-fourths (6.75%) through June 30, 2022.

H. **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.

I. **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.

J. LIFE INSURANCE. The City shall provide affected employees a life insurance policy in the amount of thirty thousand dollars (\$30,000) plus Accidental Death and Dismemberment and shall contribute as appropriate.

K. DENTAL INSURANCE.

1. The City agrees to pay dental insurance premiums for each employee and his/her dependent(s), up to seventy-five dollars (\$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 thirty-seven dollars and fifty cents (\$37.50), .6 PBLE shall receive forty-five dollars (\$45) and .75 PBLE shall receive fifty-six dollars and twenty-five cents (\$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.

L. HEALTH INSURANCE.

1. City agrees to pay health insurance premiums for each employee and his/her dependents(s) up to seven hundred dollars (\$700) per month.
 - a. If any other City employees' association receives a health insurance increase which exceeds the current level of the Union, the Union 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 seven hundred dollars (\$700) health insurance contribution and does not apply to the Section 125 Benefit Plan Contribution in Article V, Section N (4).
 - 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, Section P. 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.

M. 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, not to exceed seven hundred dollars (\$700) per month and may then elect to place that amount into the City's deferred compensation program through payroll deduction.

N. 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. The City shall make a City contribution to the Section 125 Benefit Plan based upon level of medical coverage as follows:

Level of Medical Coverage	City Contribution Effective the First Paycheck in December		
	2020	2021	2022
Waive	\$45	\$45	\$45
Single	\$65	\$65	\$65
Two-party	\$425	\$525	\$625
Family	\$625	\$825	\$1025

- b. Employees who waive insurance must meet all of the requirements pursuant to Article V, Section M (Cash In Lieu) to receive the City contribution above.
 - c. Employees who are married or registered domestic partners who qualify and choose to be covered by the same medical plan shall receive the following contribution: The employee who is enrolled as the subscriber shall receive the two-party or family contribution, whichever is applicable. The employee who is enrolled as the dependent shall receive the amount applicable to those who waive coverage.
 - d. 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.
 - e. The Section 125 Benefit Plan Contribution is separate from the Health Contribution in Article V, Section K. The Section 125 Benefit Plan Contribution is not subject to the “me too” clause in Article V, Section 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.
- O. COLLATERAL RETIREE BENEFIT.
- 1. The City agrees to pay up to one hundred (\$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 one hundred (\$100) per month retiree benefit payment for use at the retirees' option.

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- 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.
- P. DEFERRED COMPENSATION PLAN. The City will offer a deferred compensation program. The City reserves 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 implementation.
- Q. 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 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 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 sixty (60) calendar days prior to the expiration of the license of 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 sixty (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 thirty (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 in such classification at an earlier time. If a position is not available which meets these guidelines, the employee will be separated from City service.

R. 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.

S. 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 to 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 begins within twenty-four (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 twenty (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.
- T. 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 an 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 one thousand, five hundred dollars (\$1,500) per fiscal year for tuition and/or registration fees incurred for course work, which has 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 reimbursement based on the number of hours worked per week (e.g., .5 PBLE shall receive seven hundred fifty dollars (\$750) per fiscal year, .6 PBLE shall receive nine hundred dollars (\$900) per fiscal year, and .75 PBLE shall receive one thousand, one hundred, twenty-five dollars (\$1,125) 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.

U. 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 forty dollars (\$40) per month, four hundred eighty dollars (\$480) per year for cleaning of said uniform.
3. The City will provide appropriate personal, protective equipment on an as-needed basis.
4. Employees who are not required to wear a uniform but opt to wear one (1) 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 one hundred fifty dollars (\$150) per fiscal year within thirty (30) days of receiving a receipt and request for reimbursement from the employee. Effective July 1, 2022, the reimbursement amount will be increased to two hundred fifty dollars (\$250) per fiscal year. In addition, the City will explore implementing a voucher system beginning July 1, 2022.
 - 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.

V. DISPATCHER TRAINING PREMIUM PAY. Effective October 24, 2021, incumbents in the classification of Police Dispatcher I/II who are assigned to train new dispatchers as part of the formal training program shall receive a training premium differential of five percent (5%) of base pay for all complete consecutive shifts assigned to perform such duties. Senior Police Dispatchers and Police Dispatch Shift Supervisors are expected to provide training as part of their regular duties and are not eligible to receive the training premium.

W. ONE-TIME PAYMENT.

1. Fiscal Year 2021-22. Effective the pay period beginning October 24, 2021 (pay date of November 18, 2021), a one-time payment of five thousand dollars (\$5,000) will be made to each employee in a paid status. An employee who had a pre-planned retirement from the City between October 1, 2021 and October 24, 2021 is also eligible for the one-time payment.
2. The one-time payment is in recognition for the unique challenges associated with performing public service functions during the COVID-19 pandemic. This payment will not be reported to CalPERS as compensation (i.e., it is not "PERSable"). Employees who change bargaining units are only eligible for a single one-time payment.

VI. NEW EMPLOYEE ORIENTATION

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

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 forty (40) hour week consisting of four (4) eight and a half (8.5) hour days and one (1) six (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 generally 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) .6 PBLE employees shall generally work three (3) seven (7) hour days, with one (1) six (6) hour day every other Saturday
 - c) .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 workday 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 workday 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.
 - b. POLICE DEPARTMENT EMPLOYEES. Current employees and those who are promoted, transferred, or reassigned within the Police Department before June 7, 2006, shall continue to receive a paid lunch. However, the Police Chief or his designee shall determine if new employees hired on or after June 7, 2006 except for employees in the Dispatch Center, and Jail shall receive a paid lunch.
4. REST PERIODS. Employees shall be authorized to take rest periods as scheduled by the responsible Department Director or Division Manager which, insofar as practical, shall be in the middle of each work period. The authorized rest period time shall be based on total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours or major fraction thereof (or thirty (30) minute rest time per eight (8) hours.) Rest period time shall be counted as hours worked and may only be taken when the employee can reasonably be relieved from duty.
5. REST PERIOD FOR POLICE DEPARTMENT.
 - a. A thirty (30) minute paid meal period at approximately mid-shift may be granted upon approval of the Chief for those positions that due to operational requirements cannot leave the work area.
 - b. Two (2) rest periods of not less than fifteen (15) minutes each. A rest period shall be scheduled approximately midway through the first half of the shift and approximately midway through the second half of the shift.
 - c. Notwithstanding as described herein above, the classifications of Police Dispatcher I/II, Senior Police Dispatcher, Police Dispatch Shift Supervisor, Jailer and Senior Jailer shall, based on the scheduling needs of their respective divisions, may combine their breaks and lunch periods into a sixty (60) minute lunch period subject to the supervisor's approval.

6. Jail employees shall be assigned to fixed shifts based on seniority bidding. For purposes of covering vacancies and/or training, Jail employees may be temporarily reassigned for periods not to exceed twenty (20) consecutive workdays. Such reassignment shall not occur more than twice in a twelve (12) month period.
- B. ATTENDANCE. Employees shall work the schedule assigned unless granted official leave by the City.
- C. SERVICE ANNIVERSARY DATE DEFINED. The Service Anniversary Date for any particular employee who was hired during the first week of the pay period shall have the date set to the beginning of the pay period. For those employees hired during the second week of the pay period shall have the date set to the first day of the following pay period.
- D. SICK LEAVE.
 1. DEFINED. Sick leave is leave from duty which may be granted by the City to an employee because of illness, injury, pregnancy disability, illness or injury requiring the employee's attendance to a member of their immediate family; a birth within the employee's immediate family; and medical, dental, and optical appointments to the extent that such appointments are scheduled to create the least disruption to the workday. Sick leave 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, Section 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 workday, 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 workdays 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) workday 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 biweekly basis. For purposes of this Section, a workday shall equal the employee's normal daily hours of work.
 - 1) PBLE shall receive a prorated workday 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 (1,000) 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 employee's salary rate at the time of separation and reduce the employee's total amount of accrued sick leave to zero (0).
- 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 employee's 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 three hundred forty-four (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 twelve (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 forty-eight (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, Section 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 #14) 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, Section 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" (except as modified by Section H, (5))
- j. December 24, Christmas Eve; and,
- k. December 25, Christmas Day.

Effective beginning calendar year 2022, 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. March 31, known as "Cesar Chavez Day";
 - e. The last Monday in May, known as "Memorial Day";
 - f. June 19, known as "Juneteenth National Independence Day";
 - g. July 4, known as "Independence Day";
 - h. The first Monday in September, known as "Labor Day";
 - i. November 11, known as "Veterans' Day";
 - j. "Thanksgiving Day";
 - k. The day after "Thanksgiving Day" (except as modified by Section H, (5));
 - l. December 24, Christmas Eve; and,
 - m. December 25, Christmas Day.
2. In the event that any of the above holidays falls on a Sunday, the first workday 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.
 - b. The day after Thanksgiving shall be administered pursuant to Article V, Section H (5).
3. Floating Holidays.
- a. Effective January 1, 2020, all employees shall be credited with two (2) workdays of floating holiday time the pay period beginning after each January 1. Effective January 1, 2022, all employees shall be credited with one (1) workday of floating holiday time each January 1.
 - b. Effective January 1, 2020, employees shall receive one (1) additional workday of floating holiday time each January 1 in lieu of the day after Thanksgiving. The additional floating holiday time shall be accrued in any year that City Hall remains closed on Fridays and the City chooses to be open for business on the Wednesday before Thanksgiving.
 - c. Effective January 1, 2020, new employees hired after January 1 each year shall receive floating holiday time on a pro-rata basis based upon the pay period they are hired into a regular full-time position that is eligible to receive floating holidays.

- d. 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.
- e. 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.
- f. Floating holidays may be taken in minute increments.
- g. For purposes of this Article, a workday shall equal the employees normally scheduled daily hours of work.
- h. Floating Holidays for PBLE Employees. PBLE Employees shall be credited with a prorated amount of floating holiday time based upon the number of hours they are regularly scheduled to work each pay period. See an example below:

	Schedule			
	Full-time	.75	.6	.5
Standard Hours per Day for Leave Accrual Purposes	8	6	4.8	4
Hours Accrued for 2 Floating Holidays	16	12	9.6	8

The City will determine the standard hours per day based upon operational needs (e.g., eight (8) hours, eight and a half (8.5) hours, nine (9) hours, ten (10) hours).

- 4. In the event that a holiday falls on an employee's regularly scheduled workday, and the employee is required to work, then the employee shall be entitled to receive holiday worked 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.).
- 5. Day after Thanksgiving Day.
 - a. Pursuant to Section H (1), the day after Thanksgiving is typically a designated holiday. When City Hall business days became Monday through Thursday and closed on Friday, Wednesday, and Thursday of Thanksgiving week became the designated holidays instead of Thursday and Friday. Effective with the Thanksgiving holiday in 2020, City Hall will remain open on the Wednesday before Thanksgiving. The day after Thanksgiving will be accrued as a floating holiday the prior January (initially in January 2020) consistent with provision Section H (3) in lieu of being a designated holiday pursuant to Section H (1).
 - b. Employees who are regularly scheduled to work on Fridays will typically be scheduled off on the Friday after Thanksgiving and will be required to use floating holiday, vacation, or compensatory time. Employees who do not have sufficient leave balances to cover the holiday will be given the option to be advanced vacation time to cover the holiday or take the day off without pay. Future vacation leave accruals earned will be used to pay back the vacation leave that was advanced.
 - c. Employees who are regularly scheduled to work on Fridays and are required to work the Friday after Thanksgiving will use floating holiday or vacation leave in lieu of coding regular pay for Friday the after Thanksgiving. Employees will also earn holiday worked pay in the same manner as time earned on other designated holidays for which they are required to work. Employees who do not have sufficient leave balances to cover the holiday will be given the option to be advanced vacation time to cover the regular work schedule or to code leave

off without pay. Future vacation leave accruals earned will be used to pay back the vacation leave that was advanced.

- d. If the City determines it is in the best interest of the City to remain closed the Wednesday before Thanksgiving, then the Thanksgiving holidays will be observed on Wednesday and Thursday.
- e. If the City Hall schedule changes to be open on Fridays, then the Day after Thanksgiving will be observed as a designated holiday.

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 eighty (80) hours of vacation leave per year.
 - 2) Beginning with an employee's fifth (5th) consecutive year of employment and extending through the ninth (9th) full consecutive year of employment, the employee shall accrue vacation leave at the rate of one hundred sixty (160) hours vacation leave per year.
 - 3) Beginning with an employee's tenth (10th) consecutive year of employment and extending through the fourteenth (14th) full consecutive year of employment, the employee shall accrue vacation leave at the rate of one hundred eighty-four (184) hours of vacation leave per year.
 - 4) Beginning with an employee's fifteenth (15th) consecutive year of employment, the employee shall accrue vacation leave at the rate of two hundred (200) hours of vacation leave per year.
 - 5) Extending through the twentieth (20th) consecutive year of employment, the employee shall accrue eight (8) hours of additional vacation leave per year with a maximum accrual of two hundred forty (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 twenty-four (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 (6) 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 (1) 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, Section 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 (1) 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 (1/2) 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 (2) 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.

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 Article VIII, Section 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, organization, or 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 Department 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.

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 twenty-four (24) hours. If the employee is incapacitated or other extenuating circumstances exist, rendering the employee unable to report the injury or illness within twenty-four (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 twenty-four (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 workday. Then, the employee shall report to the supervisor either via telephone or in person, on the next workday, 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 twenty-four (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 twenty-four (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 sixty (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 sixty (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.

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.
 12. 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.

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 five (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 workdays.
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.

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 determined 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 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, 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 workdays.
- D. The time limits in this procedure may only be waived by mutual agreement of both parties, in writing.

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, slowdown, 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.

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.

XV. BINDING ON SUCCESSORS

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

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.

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, bargain, or meet and confer regarding any issue arising during the term of this Agreement.

XVIII. TERM OF AGREEMENT

This Agreement shall be effective October 1, 2021 and shall continue in force and effect unless otherwise specified herein, until September 30, 2023, 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.

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: 12-13-2021

DATED: 12-09-2021

CITY OF POMONA:
By: [Signature]
James Makshanoff, City Manager

PCEA/TEAMSTERS LOCAL 1932:
By: [Signature]
Carlos Gonzales, Business Representative,
Teamsters Local 1932

By: [Signature]
Linda Matthews, Human Resources/
Risk Management Director

By: [Signature]
James McAnally

By: [Signature]
Chris Munoz, Human Resources Manager

By: [Signature]
Christina Barron

By: [Signature]
Michelle Etheridge

By: [Signature]
Robert Nunez

By: [Signature]
Carl Peraza

By: [Signature]
Jeff Sanchez

APPROVED, AND ORDERED IMPLEMENTED BY THE POMONA CITY COUNCIL ON THIS
18th DAY OF October, 2021.

ATTEST BY: [Signature]
ROSALIA BUTLER
CITY CLERK 11/23/21

BY: [Signature]
TIM SANDOVAL
MAYOR

APPROVED AS TO FORM: [Signature]
SONIA CARVALHO
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 schedule shift or forty (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.

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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 eighty (80) hours in a paid status for one (1) biweekly pay period that (or forty (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:

Classification	Scale
Accounting Technician II*	GS-045
Accounting Technician I*	GS-041
Administrative Assistant III*	GS-050
Administrative Assistant II*	GS-046
Administrative Assistant I*	GS-042
Administrative Clerk	GS-040
Assistant Engineer	GS-070
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 II*	GS-049
Community Services Officer I*	GS-045
Crime Free Housing Coordinator	GS-063
Crime Scene Investigator (nonsworn)	GS-063
Criminal Intelligence Coordinator	GS-058
Customer Service Specialist II*	GS-047
Customer Service Specialist I*	GS-043
Engineering Aide	GS-051
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 II*	GS-060
Housing Inspector I*	GS-056
Housing Loan Coordinator II*	GS-059
Housing Loan Coordinator I*	GS-055
* Flexible Staffing Classifications	

Classification	Scale
Housing Rehabilitation Specialist	GS-062
Housing Specialist III*	GS-061
Housing Specialist II*	GS-054
Housing Specialist I*	GS-050
Housing Technician II*	GS-051
Housing Technician I*	GS-047
Jailer	GS-051
Jail Supervisor	GS-064
Lead Equipment Mechanic	GS-063
Lead Facilities Custodian	GS-045
Lead Facilities Maintenance Technician	GS-061
Lead Graffiti Removal Worker	GS-046
Lead Landscape Maintenance Technician	GS-052
Lead Meter Technician	GS-056
Lead Signal/Lighting Technician	GS-063
Librarian II*	GS-060
Librarian I*	GS-056
Library Assistant II*	GS-046
Library Assistant I*	GS-042
Library Specialist	GS-050
Meter Technician	GS-050
Paint and Sign Technician II*	GS-048
Paint and Sign Technician I*	GS-044
Parks Maintenance Specialist	GS-052
Parking Enforcement Officer	GS-041
Parking Maintenance Technician	GS-041
Payroll Technician II*	GS-046
Payroll Technician I*	GS-043
Planning Technician	GS-054
Police Building Facility Coordinator	GS-063
Police Dispatch Shift Supervisor	GS-067
Police Dispatcher II*	GS-059
Police Dispatcher I*	GS-055
Police Division Coordinator III*	GS-050
Police Division Coordinator II*	GS-046
Police Division Coordinator I*	GS-042
Police Officer Recruit	GS-66A
Police Officer Recruit Trainee	GS-062A
Police Records Shift Supervisor	GS-057
Police Records Specialist II*	GS-047
Police Records Specialist I*	GS-043
Program Assistant	GS-050
Program Specialist	GS-056
Property and Evidence Technician	GS-049
Public Services Crew Leader	GS-052
Public Services Maintenance Worker II*	GS-046
Public Services Maintenance Worker I*	GS-042
* Flexible Staffing Classifications	

Classification	Scale
Public Works Inspector II*	GS-066
Public Works Inspector I*	GS-062
Purchasing Technician	GS-047
Rangemaster	GS-059
Recreation Coordinator	GS-059
Senior Accounting Technician	GS-051
Senior Code Compliance Inspector	GS-062
Senior Communications Technician	GS-067
Senior Crime Scene Investigator	GS-067
Senior Customer Service Specialist	GS-051
Senior Property and Evidence Technician	GS-055
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 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
Utility Assistant Engineer	GS-070
Utility System Technician	GS-069
Wastewater Maintenance Worker III*	GS-059
Wastewater Maintenance Worker II*	GS-053
Wastewater Maintenance Worker I*	GS-049
Water Facilities Worker II*	GS-046
Water Facilities Worker I*	GS-042
Water Quality Control Technician III*	GS-070
Water Quality Control Technician II*	GS-064
Water Quality Control Technician I*	GS-060
Water Systems Operator III*	GS-065
Water Systems Operator II*	GS-059
Water Systems Operator I*	GS-055
Water Treatment Plant Operator III*	GS-067
Water Treatment Plant Operator II*	GS-061
Water Treatment Plant Operator I*	GS-057
Water Utility Crew Leader	GS-059
Water Utility Worker II*	GS-053
Water Utility Worker I*	GS-059
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 forty (40) hours per week and receive prorated benefits. The following job classifications are included in this group:

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

Appendix C - Salary Ranges

October 1, 2021 – 2.5% Increase*

Monthly Salary – October 1, 2021					
Scale	Step 1	Step 2	Step 3	Step 4	Step 5
GS-030	\$2,524	\$2,651	\$2,780	\$2,921	\$3,068
GS-031	\$2,586	\$2,715	\$2,853	\$2,996	\$3,144
GS-032	\$2,653	\$2,781	\$2,923	\$3,069	\$3,222
GS-033	\$2,716	\$2,856	\$2,997	\$3,029	\$3,301
GS-034	\$2,782	\$2,925	\$3,070	\$3,224	\$3,386
GS-035	\$2,857	\$2,999	\$3,150	\$3,302	\$3,471
GS-036	\$2,926	\$3,072	\$3,227	\$3,389	\$3,557
GS-037	\$3,000	\$3,151	\$3,306	\$3,472	\$3,648
GS-038	\$3,073	\$3,228	\$3,390	\$3,561	\$3,737
GS-039	\$3,154	\$3,308	\$3,474	\$3,649	\$3,828
GS-040	\$3,232	\$3,392	\$3,563	\$3,740	\$3,925
GS-041	\$3,309	\$3,475	\$3,650	\$3,831	\$4,022
GS-042	\$3,393	\$3,565	\$3,741	\$3,927	\$4,126
GS-043	\$3,477	\$3,653	\$3,832	\$4,024	\$4,230
GS-044	\$3,567	\$3,745	\$3,928	\$4,127	\$4,335
GS-045	\$3,654	\$3,838	\$4,027	\$4,232	\$4,443
GS-046	\$3,746	\$3,935	\$4,131	\$4,337	\$4,553
GS-047	\$3,842	\$4,031	\$4,234	\$4,445	\$4,666
GS-048	\$3,937	\$4,133	\$4,340	\$4,555	\$4,786
GS-049	\$4,034	\$4,236	\$4,446	\$4,668	\$4,904
GS-050	\$4,135	\$4,343	\$4,561	\$4,788	\$5,026
GS-051	\$4,239	\$4,451	\$4,671	\$4,906	\$5,152
GS-052	\$4,344	\$4,563	\$4,790	\$5,030	\$5,279
GS-053	\$4,453	\$4,674	\$4,908	\$5,154	\$5,412
GS-054	\$4,564	\$4,792	\$5,033	\$5,284	\$5,543

Monthly Salary – October 1, 2021					
Scale	Step 1	Step 2	Step 3	Step 4	Step 5
GS-055	\$4,678	\$4,910	\$5,158	\$5,416	\$5,687
GS-056	\$4,795	\$5,035	\$5,287	\$5,547	\$5,829
GS-057	\$4,913	\$5,162	\$5,420	\$5,689	\$5,975
GS-058	\$5,037	\$5,289	\$5,552	\$5,833	\$6,122
GS-058A	\$4,634				
GS-059	\$5,164	\$5,422	\$5,693	\$5,977	\$6,275
GS-060	\$5,293	\$5,556	\$5,836	\$6,125	\$6,434
GS-061	\$5,424	\$5,697	\$5,979	\$6,280	\$6,594
GS-062	\$5,566	\$5,839	\$6,127	\$6,440	\$6,760
GS-062A	\$5,566				
GS-063	\$5,700	\$5,984	\$6,284	\$6,597	\$6,929
GS-064	\$5,841	\$6,131	\$6,445	\$6,763	\$7,100
GS-065	\$5,985	\$6,288	\$6,601	\$6,932	\$7,279
GS-066	\$6,135	\$6,447	\$6,768	\$7,104	\$7,460
GS-066A	\$6,135				
GS-067	\$6,291	\$6,606	\$6,935	\$7,283	\$7,647
GS-068	\$6,450	\$6,770	\$7,111	\$7,464	\$7,839
GS-069	\$6,611	\$6,939	\$7,286	\$7,652	\$8,038
GS-070	\$6,773	\$7,116	\$7,468	\$7,844	\$8,237
GS-071	\$6,944	\$7,290	\$7,657	\$8,041	\$8,442
GS-072	\$7,119	\$7,472	\$7,847	\$8,241	\$8,650
GS-073	\$7,296	\$7,663	\$8,045	\$8,446	\$8,868
GS-074	\$7,479	\$7,852	\$8,244	\$8,658	\$9,090
GS-075	\$7,667	\$8,048	\$8,451	\$8,872	\$9,317

Approximate salary rates. Actual rates are calculated by payroll system at time of implementation

Appendix C - Salary Scale

October 1, 2022 –2.5% Increase*

Monthly Salaries – October 1, 2022					
Scale	Step 1	Step 2	Step 3	Step 4	Step 5
GS-030	\$2,587	\$2,717	\$2,850	\$2,994	\$3,145
GS-031	\$2,651	\$2,783	\$2,924	\$3,071	\$3,223
GS-032	\$2,719	\$2,851	\$2,996	\$3,146	\$3,303
GS-033	\$2,784	\$2,927	\$3,072	\$3,105	\$3,384
GS-034	\$2,852	\$2,998	\$3,147	\$3,305	\$3,471
GS-035	\$2,928	\$3,074	\$3,229	\$3,385	\$3,558
GS-036	\$2,999	\$3,149	\$3,308	\$3,474	\$3,646
GS-037	\$3,075	\$3,230	\$3,389	\$3,559	\$3,739
GS-038	\$3,150	\$3,309	\$3,475	\$3,650	\$3,830

Monthly Salaries – October 1, 2022					
Scale	Step 1	Step 2	Step 3	Step 4	Step 5
GS-039	\$3,233	\$3,391	\$3,561	\$3,740	\$3,924
GS-040	\$3,313	\$3,477	\$3,652	\$3,834	\$4,023
GS-041	\$3,392	\$3,562	\$3,741	\$3,927	\$4,123
GS-042	\$3,478	\$3,654	\$3,835	\$4,025	\$4,229
GS-043	\$3,564	\$3,744	\$3,928	\$4,125	\$4,336
GS-044	\$3,656	\$3,839	\$4,026	\$4,230	\$4,443
GS-045	\$3,745	\$3,934	\$4,128	\$4,338	\$4,554
GS-046	\$3,840	\$4,033	\$4,234	\$4,445	\$4,667
GS-047	\$3,938	\$4,132	\$4,340	\$4,556	\$4,783
GS-048	\$4,035	\$4,236	\$4,449	\$4,669	\$4,906
GS-049	\$4,135	\$4,342	\$4,557	\$4,785	\$5,027
GS-050	\$4,238	\$4,452	\$4,675	\$4,908	\$5,152
GS-051	\$4,345	\$4,562	\$4,788	\$5,029	\$5,281
GS-052	\$4,453	\$4,677	\$4,910	\$5,156	\$5,411
GS-053	\$4,564	\$4,791	\$5,031	\$5,283	\$5,547
GS-054	\$4,678	\$4,912	\$5,159	\$5,416	\$5,682
GS-055	\$4,795	\$5,033	\$5,287	\$5,551	\$5,829
GS-056	\$4,915	\$5,161	\$5,419	\$5,686	\$5,975
GS-057	\$5,036	\$5,291	\$5,556	\$5,831	\$6,124
GS-058	\$5,163	\$5,421	\$5,691	\$5,979	\$6,275
GS-058A	\$4,750				
GS-059	\$5,293	\$5,558	\$5,835	\$6,126	\$6,432
GS-060	\$5,425	\$5,695	\$5,982	\$6,278	\$6,595
GS-061	\$5,560	\$5,839	\$6,128	\$6,437	\$6,759
GS-062	\$5,705	\$5,985	\$6,280	\$6,601	\$6,929
GS-062A	\$5,705				
GS-063	\$5,843	\$6,134	\$6,441	\$6,762	\$7,102
GS-064	\$5,987	\$6,284	\$6,606	\$6,932	\$7,278
GS-065	\$6,135	\$6,445	\$6,766	\$7,105	\$7,461
GS-066	\$6,288	\$6,608	\$6,937	\$7,282	\$7,647
GS-066A	\$6,288				
GS-067	\$6,448	\$6,771	\$7,108	\$7,465	\$7,838
GS-068	\$6,611	\$6,939	\$7,289	\$7,651	\$8,035
GS-069	\$6,776	\$7,112	\$7,468	\$7,843	\$8,239
GS-070	\$6,942	\$7,294	\$7,655	\$8,040	\$8,443
GS-071	\$7,118	\$7,472	\$7,848	\$8,242	\$8,653
GS-072	\$7,297	\$7,659	\$8,043	\$8,447	\$8,866
GS-073	\$7,478	\$7,855	\$8,246	\$8,657	\$9,090
GS-074	\$7,666	\$8,048	\$8,450	\$8,874	\$9,317
GS-075	\$7,859	\$8,249	\$8,662	\$9,094	\$9,550
GS-076	\$8,057	\$8,456	\$8,880	\$9,324	\$9,790
GS-077	\$8,254	\$8,667	\$9,102	\$9,555	\$10,033
GS-078	\$8,460	\$8,885	\$9,331	\$9,795	\$10,284
GS-079	\$8,672	\$9,107	\$9,563	\$10,037	\$10,541
GS-080	\$8,889	\$9,335	\$9,801	\$10,292	\$10,806

Monthly Salaries – October 1, 2022					
Scale	Step 1	Step 2	Step 3	Step 4	Step 5
GS-081	\$9,111	\$9,568	\$10,044	\$10,546	\$11,075
GS-082	\$9,340	\$9,804	\$10,296	\$10,812	\$11,353
GS-083	\$9,574	\$10,048	\$10,551	\$11,081	\$11,638
GS-084	\$9,809	\$10,301	\$10,817	\$11,358	\$11,928
GS-085	\$10,056	\$10,561	\$11,089	\$11,642	\$12,223
GS-086	\$10,306	\$10,826	\$11,369	\$11,933	\$12,531
GS-087	\$10,565	\$11,096	\$11,653	\$12,233	\$12,845
GS-088	\$10,834	\$11,376	\$11,941	\$12,539	\$13,168

Approximate salary rates. Actual rates are calculated by payroll system at time of implementation

RESOLUTION NO. 2021-140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POMONA, CALIFORNIA, APPROVING A TWO (2) YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POMONA AND THE POMONA CITY EMPLOYEES' CHAPTER OF THE TEAMSTERS LOCAL 1932 FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2023

WHEREAS, the current Memorandum of Understanding between the City of Pomona and the Pomona City Employees' Association, a Chapter of the Teamsters Local 1932 (PCEA/Teamsters) expired on September 30, 2021;

WHEREAS, City representatives negotiated a tentative agreement with the PCEA/Teamsters, which, if approved, will be for the term beginning October 1, 2021 through September 30, 2023; and

WHEREAS, the City Council has the authority to approve and ratify a contract with the City's employee associations.

NOW, THEREFORE, BE: IT RESOLVED by the City Council of the City of Pomona, California as follows:

SECTION 1. That the Memorandum of Understanding between the City of Pomona and the PCEA/Teamsters for the period of October 1, 2021 through September 30, 2023, attached hereto as Exhibit A, shall be approved, ratified, and ordered implemented.

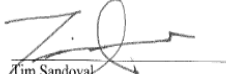
SECTION 2. That the City Manager of the City of Pomona is hereby authorized, empowered, and directed to enter into this Agreement for and on behalf of the City of Pomona.

SECTION 3. The City Clerk is directed to attest the execution of the Memorandum of Understanding.

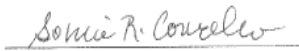
SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution, and it shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 18th day of October, 2021.


CITY OF POMONA:


Jim Sandoval
Mayor

APPROVED AS TO FORM:



Sonia Carvalho
City Attorney

ATTEST:


Rosalia A. Butler, MMC
City Clerk

I, HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of Pomona at a regular meeting thereof held on October 18, 2021 by the following vote of the Council:

AYES: Nolte, Preciado, Garcia, Ontiveros-Cole, Lustro, Torres, Sandoval
NOES: None
ABSTAIN: None
ABSENT: None


Rosalia A. Butler, MMC
City Clerk

**SIDE LETTER TO THE
2021-2023 MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF POMONA
AND
POMONA CITY EMPLOYEES' CHAPTER OF
THE TEAMSTERS LOCAL 1932 (TEAMSTERS)
RELATED TO SOLID WASTE SERVICES**

PREAMBLE

This Side Letter to the Memorandum of Understanding (MOU) on wages, hours, and working conditions is entered into between the Pomona City Council (hereinafter referred to as the "City") and the Pomona City Employees' Chapter of the Teamsters Local 1932 (hereinafter referred to as Teamsters), collectively referred to as "Parties.

The City is evaluating its options regarding how to provide Solid Waste services to the residents of Pomona. This difficult decision is being considered at this time due to a rate study that indicated a significant increase in rates is needed to sustain operations, significant new recycling requirements required in accordance with SB 1383, and the fact that is time to also evaluate the franchises for commercial solid waste services.

The purpose of this side letter is to make this difficult decision making process as smooth as possible to give the employees some level of assurance regarding procedures.

SIDE LETTER TERMS AND CONDITIONS

1. The general timeline for the decision process includes finalizing the Request for Proposal (RFP) process by February 2022 and implementing the new franchise(s) by July 1, 2022. As such, a decision whether or not to outsource residential Solid Waste services is anticipated to be made by February 2022. Such timeline is subject to change as determined by the City.
2. The City shall conduct a request for proposal process that meets the requirements for franchises per City policies and procedures. The RFP shall include advantages for proposers (such as additional consideration in the evaluation process) who provide the following:
 - a. Guarantee that all qualified employees who are laid off from the City as a result of the Solid Waste outsourcing will be offered employment with the new contractor. Such employees may be required to pass minimum requirements such as the DOT drug test and related procedures.
 - b. The proposer has a workplace that is already unionized or has or is willing to sign a labor peace agreement with Teamsters Joint Council 42 or other labor organization.
 - c. Full-time Solid Waste Drivers will have the option to maintain a route within the City of Pomona for a minimum of 12 months.
 - d. Honor all employee vacations that were pre-approved prior to the transition of services.
 - e. If the proposer's rate of pay is less than the current rate of pay of the employee, the proposer agrees to grandfather the current rate of pay of the City of Pomona employees.
 - f. If the proposer is a non-union employer, the proposer pays for at least 80% of the medical premium for the employee and their family for benefit-eligible employees.
3. If a determination is made by the City that outsourcing is not in the best interest of the City, the City shall notify the Teamsters of that decision and the process will be concluded.
4. If a preliminary determination is made that outsourcing may be in the best interest of the City, the following procedures will occur:

- a. The City will share the terms and conditions of the successful bidder(s) with the Teamsters prior to the City Council adopting a final decision in public session. Upon the request of the Teamsters, the City will meet to discuss such results. The request to meet must occur within five (5) working days of sharing the proposal(s) and must be in writing, via email or memo to the Human Resources/Risk Management Director. The purpose of the meeting will be to answer any questions the Teamsters may have, as well as provide the Teamsters an opportunity to share any pertinent information they want the City to consider in making the decision.
 - b. The City Council will make a final decision after the required public hearings as part of the normal franchising process.
5. If a final decision is made to outsource Solid Waste, and positions are eliminated as a result of such outsourcing, the City will follow the layoff procedures in the MOU. In addition to the benefits in the MOU, the City will agree to pay 100% of sick leave accruals for any employee laid off as a result of the outsourcing of Solid Waste in 2022, who is still on payroll in a paid status the last day of City service, and who does not choose to apply the sick leave accrual toward retirement service credit. Such payout shall only apply to this limited exception and shall not extend to other employees or other situations.
6. The parties agree to the process herein. Whether or not the parties agree with the outcome, the Teamsters acknowledge the City's ability to outsource Solid Waste operations during the term of this MOU, and the City acknowledges its obligation to meet with the Teamsters regarding the decision and allow an opportunity for meaningful input as described herein.

APPROVAL AND IMPLEMENTATION

This Side Letter shall be effective October 1, 2021 and shall continue in force and effect unless otherwise specified herein, until September 30, 2023.

DATED: 12-14-21

DATED: 12-7-2021

THE CITY OF POMONA:

THE POMONA CITY EMPLOYEES'
CHAPTER OF THE TEAMSTERS
LOCAL 1932 (PCEA):


James Makshanoff
City Manager





Linda Matthews
Human Resources/Risk Management
Director

APPROVED, RATIFIED AND ORDERED IMPLEMENTED BY THE CITY COUNCIL OF
THE CITY OF POMONA ON THIS 18th DAY OF OCTOBER, 2021.

ATTEST:

THE CITY OF POMONA:


Rosalia Butler, City Clerk 11/23/21


Tim Sandoval, Mayor

**SIDE LETTER TO THE
2021-2023 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF POMONA
AND
POMONA CITY EMPLOYEES' CHAPTER OF
THE TEAMSTERS LOCAL 1932 (TEAMSTERS)
RELATED TO POLICE DISPATCHERS**

PREAMBLE

This Side Letter to the Memorandum of Understanding (MOU) on wages, hours, and working conditions is entered into between the Pomona City Council (hereinafter referred to as the "City") and the Pomona City Employees' Chapter of the Teamsters Local 1932 (hereinafter referred to as Teamsters), collectively referred to as "Parties.

The City is experiencing a severe staffing shortage in Police Dispatch which is resulting in a significant amount of overtime. The City believes the staffing shortage is temporary and significantly related to unique circumstances caused by the COVID-19 pandemic, which slowed down hiring within the City of Pomona and also resulted in nationwide challenges in hiring qualified staff. The employees in Dispatch and the City have a mutually agreed upon goal of reducing overtime while still maintaining a level of staffing that ensures an acceptable level of service to the community and the safety of officers and staff in the field.

The purpose of this side letter is to provide a pathway toward improving staffing levels, reducing overtime, and helping ensure a better work-life balance for staff in the Dispatch unit.

SIDE LETTER TERMS AND CONDITIONS

1. As of September 23, 2021, the City has 4 vacant and funded Police Dispatcher I/II positions. The City has one new person starting on September 27, 2021 and one conditional job offer in process. The City is committed to filling the other two positions as soon as qualified candidates can be processed.
2. The City will open a recruitment for lateral dispatchers no later than October 15, 2021 and attempt to hire qualified lateral dispatchers.
3. The City will recommend a reorganization that includes the creation of a manager position to focus on Dispatch services in the first quarter budget.
4. The City retained the services of organizational consultant Bob Harrison to assess working issues and staffing levels in Dispatch. The City will review and seriously consider any recommendations provided by Mr. Harrison in his final report. The City will discuss recommendations relevant to the Teamsters (excluding any confidential personnel recommendations).
5. The City will add a daily training premium of 5% of base pay for Police Dispatcher I or II incumbents who are assigned to train new dispatchers. Refer to the Memorandum of Understanding for specific provisions.

If these efforts do not produce the desired goal of improving staffing levels and/or reducing overtime by July 1, 2022, the parties agree reopen negotiations to discuss additional techniques to improve the recruitment and retention of Police Dispatch staff. Either the City or the Association may request to reopen negotiations based upon their assessment of the situation.

APPROVAL AND IMPLEMENTATION

This Side Letter shall be effective October 1, 2021 and shall continue in force and effect unless otherwise specified herein, until September 30, 2023.

DATED: 12-14-21

DATED: 12-09-21

THE CITY OF POMONA:

**THE POMONA CITY EMPLOYEES'
CHAPTER OF THE TEAMSTERS
LOCAL 1932 (PCEA):**



James Makshanoff
City Manager






Linda Matthews
Human Resources/Risk Management
Director




**APPROVED, RATIFIED AND ORDERED IMPLEMENTED BY THE CITY COUNCIL OF
THE CITY OF POMONA ON THIS 18th DAY OF OCTOBER, 2021.**

ATTEST:

THE CITY OF POMONA:



Rosalia Butler, City Clerk 11/23/21



Tim Sandoval, Mayor

**SIDE LETTER TO THE
2021-2023 MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF POMONA
AND
POMONA CITY EMPLOYEES' CHAPTER OF
THE TEAMSTERS LOCAL 1932 (TEAMSTERS)
RELATED TO POLICE DISPATCHER 12/80 SCHEDULE**

PREAMBLE

This Side Letter to the Memorandum of Understanding (MOU) on wages, hours, and working conditions is entered into between the Pomona City Council (hereinafter referred to as the "City") and the Pomona City Employees' Chapter of the Teamsters Local 1932 (hereinafter referred to as Teamsters), collectively referred to as "Parties".

The City is experiencing a severe staffing shortage in Police Dispatch which is resulting in a significant amount of overtime. The City believes the staffing shortage is temporary and significantly related to unique circumstances caused by the COVID-19 pandemic, which slowed down hiring within the City of Pomona and also resulted in nationwide challenges in hiring qualified staff. The employees in Dispatch and the City have a mutually agreed upon goal of reducing overtime while still maintaining a level of staffing that ensures an acceptable level of service to the community and the safety of officers and staff in the field.

The parties have agreed to enter into a Side Letter agreement to temporarily implement a 12/80 schedule in Police Dispatch. The purpose of this side letter is to describe the condition of this pilot schedule and also modify some provisions related to leave accruals.

SIDE LETTER TERMS AND CONDITIONS


1. At the discretion of the Police Chief, employees assigned to the Police Dispatch Unit may be assigned to work a 12/80 schedule. This schedule will include six (6) 12-hour days and one (1) eight (8) hour shift in an eighty (80) hour pay period, or three (3) twelve (12) hour shifts plus one (1) four (4) hour shift each work week. At the discretion of the Police Chief, the regular schedule may also include four (4) hours of overtime in conjunction with the eight (8) hour shift.
2. For purposes of the Fair Labor Standards Act (FLSA) and overtime calculations, the Dispatchers will remain on a seven (7) day, forty (40) hour work week schedule. The City's standard FLSA work week is midnight Sunday to 11:59 p.m. Saturday. The FLSA work week for the 12/80 schedule will change to beginning and ending in the middle of the eight (8) hour shift on Saturday. For instance, if the shift on Saturday is from 6 a.m. to 2 p.m. (0600 to 1400), the FLSA work week shall be from 10 a.m. (1000) on Saturday to 9:59 a.m. (0959) the following Saturday.
3. A change in a regularly assigned shift schedule (e.g., from the 4/10 to the 12/80 or Shift A to Shift B) may result in a change in the FLSA work week. The prior and new FLSA work weeks may overlap, resulting in with an excess or shortage of regular work hours, typically in increments of four (4) hours. If there is an excess of hours, the employee will either be compensated for the work performed or be required to take the time off, at the discretion of the City. If there is a shortage of hours, the employee will code leave time to ensure the 80 base hours are met.
4. A shortage of leave hours shall be compensated and recorded as follows:
 - a. For the initial transition from the 4/10 to the 12/80 schedule, the City will absorb the cost of the hours.
 - b. For any change between shifts during the 12/80 schedule initiated by the employee, the employee shall be responsible for the hours.

- c. For any change between shifts during the 12/80 schedule mandated by the City, the City shall be responsible for the hours.
 - d. For the transition from the 12/80 to the 4/10, the City will absorb the cost of the hours.
 - e. If the City assumes the cost for the hours, the time will be coded as AUL or other code as directed by the City.
 - f. If the employee assumes the cost for the hours, the employee may choose to code the time as vacation leave, holiday float, or compensatory time. If all other leave accruals are exhausted, the employee may use sick leave.
5. The following will apply to the accrual of various leaves and overtime provisions:
- a. Sick leave accruals will be based upon 10 hours per day, not 12 hours per day (Article VII, Section O (3)).
 - b. Floating holiday accruals will be based upon 10 hours per day, not 12 hours per day (Article VII, Section H (3)).
 - c. Holiday pay will be based upon 12 hours per day (Article VII, Section H (1 and 2)).
 - d. All other leaves shall be administered in accordance with the current provisions in the MOU.
 - e. Pursuant to Article V, Section D, employees receive overtime "in excess of their normally scheduled workday or in excess of forty (40) hours in a normally scheduled work week." For purposes of this provision, the normally scheduled workday shall be twelve (12) hours for the twelve (12)-hour days and eight (8) hours for the eight (8)-hour day. All other overtime provisions shall be administered in accordance with the current provisions in the MOU.
6. This schedule will be considered a temporary program until the City determines staffing levels are improved. It is anticipated to be in place for six (6) months from January 2, 2022 to July 2, 2022. At the discretion of the Police Chief, the schedule may be discontinued and return to the prior 4/10 work schedule before July 2, 2022 or extended beyond July 2, 2022 with fourteen (14) days' notice to Teamsters and the employees.

APPROVAL AND IMPLEMENTATION

This Side Letter shall be effective December 6, 2021 and shall continue in force and effect unless otherwise specified herein, until September 30, 2023 or the end of the 2021-2023 MOU, whichever is later.

On Behalf of the Pomona City Employees' Chapter of the Teamsters Local 1932:


 Carlos Gonzalez
 Teamsters Labor Relations Representative

12-09-21
 Date



12/9/21
 Date

 Date

On Behalf of the City of Pomona:


 James Maksharov
 City Manager

12/14/21
 Date


 Linda Matthews
 Human Resources/Risk Management Director

12/14/21
 Date



“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.

PRINTED FOR THE MEMBERS BY TEAMSTERS LOCAL 1932

433 NORTH SIERRA WAY, SAN BERNARDINO, CA 92410 | PHONE: (909) 889-8377