



**MEMORANDUM OF
UNDERSTANDING BETWEEN**

CITY OF FONTANA

AND

**TEAMSTERS LOCAL 1932,
CITY HALL BARGAINING UNIT**

**COVERING THE PERIOD OF
JULY 1, 2021 THROUGH JUNE 30, 2024**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF FONTANA
AND
TEAMSTERS LOCAL 1932 UNION,
CITY HALL BARGAINING UNIT**

This Memorandum of Understanding ("Agreement") is entered into by the City of Fontana (hereinafter referred to as the "City") and the Teamsters Local 1932 Union (hereinafter referred to as the "Union"). The terms and conditions of this Agreement shall be applicable to all employees set forth in Appendix "A" commencing on July 1, 2021 and ending June 30, 2024.

The City and Union acknowledge that the City is working toward implementation of a new Human Resources & Payroll System ("System") during the term of this MOU. The completion and readiness of the System shall be a reopener as to all issues that are impacted. To the extent the System's implementation may impact terms and conditions of employment, the parties will meet, confer, and negotiate prior to implementation.

It is important to note that any monetary changes listed in this contract will be effective March 12, 2022, unless stated otherwise.

ARTICLE 1: RECOGNITION

For purposes of meeting and conferring on wages, hours and working conditions and general representation of its members, formal recognition is hereby granted to the Union.

ARTICLE 2: CITY PERSONNEL RULES

It is understood and agreed that there exists within the City, certain personnel rules, policies, practices and benefits, generally contained in the "City of Fontana Personnel Rules and Regulations," and "Employer-Employee Rules and Regulations" as amended by City resolutions and Memorandum of Understanding. Those rules, policies, and benefits, which are subject to the meet and confer process, will continue in effect, except for those provisions modified by this Agreement, unless and until modified by mutual agreement of the parties and enacted by the City Council, if necessary, in accordance with state laws, orders, regulations, official instructions or policies. In the case of change, other than by agreement, the Union shall be consulted with as soon as possible on the change.

The City shall distribute a copy and any future updates of the MOU and Personnel Rules and Regulations as follows:

- City Hall Representative (maximum of two (2)) – one (1) electronic copy
- Union Business Agent – one (1) copy (electronic and printed form)

The Union agrees to print and distribute all copies of the MOU and the Personnel Rules and Regulations, as approved by the City Council, for each current and subsequent new member at their expense.

ARTICLE 3: NO DISCRIMINATION

Neither the City nor the Union shall unlawfully discriminate, retaliate, or otherwise suffer violation of the California Fair Employment Act, Title VII of the Civil Rights Act, or any other applicable anti-discrimination law in any way against any City employee, Union member, or applicant. Likewise, neither the City nor the Union shall discriminate or retaliate against any employee or member for any lawful act relating to their employment or Union membership.

ARTICLE 4: UNION MEMBERSHIP

Section 1. Dues Deduction

The Union shall have the sole and exclusive right to have membership dues deducted for employees covered by this Agreement by the City, upon appropriate written authorization from such employee. Remittance shall be made by the City to the Union within fifteen (15) working days of the deduction of such sums.

Except as set forth below, employees as a condition of employment shall, within thirty (30) days, either join the Union, or pay to the Union a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Union for the duration of the Agreement.

Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of employment. Such employee shall pay an amount of money equivalent to regular Union dues to a non-religious, non-labor charitable fund, chosen by the employee, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Proof of such payment shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Union.

The City shall deduct, upon receipt of a duly executed form, properly signed by a member of the bargaining unit, either dues to the Union or service fees for nonmembers, as appropriate. The Union shall advise the City, in writing, of the dues amount to be deducted for each member. Any change in dues will be submitted to the City, in writing, thirty (30) days prior to the effective date of such change. The City shall, as soon as possible, notify the Union General Manager if any member of the bargaining unit revokes a dues/fees authorization.

Employees will be allowed to have insurance premiums deducted from their paycheck to cover insurances offered by the Teamsters Local 1932 Union. Said payment will be in a lump sum payable to the Union and the Union will be responsible for payment to the carriers and administration of the programs.

Section 2. Hold Harmless Clause

In consideration of the above noted services, the Union agrees to release, indemnify and discharge the City from any liability or expenses, including, but not limited to, attorney's fees and reasonable costs, whatsoever as a result of any action taken pursuant to the provisions of this Article.

Section 3. Employees' Right To Revoke Agency Shop

Nothing herein shall be construed to modify employees' rights to revoke the Agency Shop provision of this MOU pursuant to the procedures set forth in Government Code Section 3502.5(b).

ARTICLE 5: WAGES

Effective March 12, 2022, all members of the Union shall receive a one-time payment based upon the overall average of three percent (3.0%) of the group's base salary paid from July 1, 2021 through March 11, 2022. It is important to note that this one-time payment will not be reported to CalPERS as compensation earnable for the purpose of calculating retirement benefits and contributions.

Effective March 12, 2022, each employee/classification represented by the Union shall receive a three percent (3.0%) base salary increase.

Effective the beginning of the pay period following July 1, 2022, each employee/classification represented by the Union shall receive a three percent (3.0%) base salary increase.

Effective the beginning of the pay period following July 1, 2023, each employee/classification represented by the Union shall receive a three percent (3.0%) base salary increase.

ARTICLE 6: WORKING HOURS AND WORK SCHEDULES

Employees in the Union work a "forty (40) hour work week," which may include but is not limited to a 9/80, 4/10, 5/8, or any other lawful schedule. The City agrees to meet and confer with employees in the Union should it propose to change or modify the work schedules listed above. City Hall employees assigned to the Public Works Department will follow the Public Works Department work schedule, which is currently a 4/10.

The City Manager or designee(s) may change the work hours and/or days within the work schedules listed above for Union employees, without any obligation to meet and confer, so long as the employee is provided notice fourteen (14) calendar days prior to the effective date of the change. "Changes in work schedules" are intended to be of a permanent nature or for an extended period of time.

ARTICLE 7: PERSONAL LEAVE ACCRUAL, LEAVE ACCRUAL LIMITS, LEAVE CASH OUT AND NEGATIVE LEAVE USAGE

Section 1. Personal Leave Accrual

The personal leave accrual rate shall be as follows:

| <u>Years of Service</u> | <u>Hours Assigned</u> | <u>Pay Period Accumulation</u> |
|---------------------------------|-----------------------|--------------------------------|
| 0 but less than 2 Years | 180 hours | 6.92 hours |
| 2 Years but less than 4 Years | 190 hours | 7.31 hours |
| 4 Years but less than 6 Years | 200 hours | 7.69 hours |
| 6 Years but less than 8 Years | 210 hours | 8.08 hours |
| 8 Years but less than 10 Years | 220 hours | 8.46 hours |
| 10 Years but less than 12 Years | 232 hours | 8.92 hours |
| 12 Years but less than 14 Years | 244 hours | 9.38 hours |
| 14 Years but less than 16 Years | 256 hours | 9.85 hours |
| 16 Years but less than 18 Years | 274 hours | 10.54 hours |
| 18 Years but less than 20 Years | 292 hours | 11.23 hours |
| 20 + Years | 312 hours | 12.00 hours |

Section 2. Leave Accrual Limits

The number of personal leave hours which can be carried over from year to year will be limited to a maximum of two and one-half (2.5) years personal leave accrual. Employees will cease to accrue personal leave time until they have reduced their personal leave below their ceiling. The City Manager, at his discretion, reserves the right to payout an employee's accrued personal leave time which is in excess of the two and one-half (2.5) years ceiling and/or the eighty (80) hour maximum, when such payment has been determined to be in the best interest of the City.

Section 3. Leave Cash Out

The maximum amount of leave time (personal leave, compensatory time or a combination of both) which can be cashed out under the City's "leave plans" is eighty (80) hours per calendar year. Effective March 12, 2022, the requested cash out can be made at either or both dates below, via direct deposit, not to exceed the maximum amount listed in this Article per calendar year: (July 2021)

| |
|--|
| To Be Paid By |
| On or before July 31 st |
| On or before the second Friday in December |

Employee's leave time (as mentioned above) may not be reduced to less than eighty (80) hours as a result of participation in the annual leave cash out.

The City Manager will annually determine if the City Council's goal of a fifteen percent (15%) general fund fiscal reserve and a ten percent (10%) infrastructure reserve, as identified in the City Budget, has been achieved. If the above goals have been determined to have been met, the maximum amount of leave time (personal leave, compensatory time or a combination of both), will be increased to one hundred and twenty (120) hours, provided additional general funds are available.

Section 4. Negative Leave Usage

Employees may only use time already accrued. The City Manager may, upon written request, approve exceptions to this provision under extraordinary circumstances where the employee provides a written deduction authorization allowing the City to withhold any monies owed from this negative leave usage from the employee's final paycheck.

ARTICLE 8: BILINGUAL DIFFERENTIAL

The City shall pay one hundred dollars (\$100.00) per pay period for those employees who are assigned by the Department Head to assist with providing translation to and from a foreign language and other related services. Eligible employees will be required to pass a test which shall be administered by a qualified agency or individual.

ARTICLE 9: CERTIFICATE PAY

Certificate Bonus Pay shall be eliminated for City Hall employees, except that those employees currently receiving such pay shall continue to receive it so long as the certificate continues to be relevant to the employee's job duties and responsibilities. The decision of the Department Head on relevancy is final and is not subject to the grievance procedures.

ARTICLE 10: HEALTH INSURANCE

Section 1. Health Insurance

Effective January 1, 2023, except as provided below, each month the City shall contribute to a cafeteria plan on behalf of each represented employee an amount equal to the total of the premium for coverage under the lowest cost HMO insurance and the high option dental plan (for Employee Plus One tier, dental premiums are calculated at the Employee Plus Child rate), all of which shall not exceed the amounts specified below. The amount that employees may receive under the City's Cafeteria cash back option shall be limited to five hundred fifty-eight dollars and thirty-five cents (\$558.35) per month: (July 2021)

| 2022 Teamsters 1932 City Hall Unit Cafeteria Plan* | |
|--|--------------------------|
| Tier | "Up to" Cafeteria Amount |
| Cash Back Option | \$558.35 |
| Employee Only | \$718.46 |
| Employee + 1 | \$1,519.94 |
| Employee + Family | \$2,029.15 |

*The values indicated above may change on a year-to-year basis, based on premium costs for each calendar year.

Section 2. Health Insurance Benefits While on Leave

Employees who are eligible for disability insurance pay will receive health benefits for ninety (90) days. Thereafter, the employee must pay for health benefits.

ARTICLE 11: OVERTIME AND COMPENSATORY TIME

Section 1. Overtime

Overtime shall be calculated at the rate of time and one-half for all time **actually** worked in excess of forty (40) hours in a workweek. There shall be no "pyramiding" of overtime (e.g., if an employee receives a minimum two (2) hours call back pay at the overtime rate, and those hours worked also result in their working in excess of forty (40) hours in a work week, double overtime will not be paid.) For purposes of overtime calculations, the workweek will end at the midpoint of the employee's scheduled shift on Friday of each week. Absence due to floating holidays, compensatory time off and unscheduled personal leave shall not be regarded as time worked in calculating eligibility for overtime with the following two (2) exceptions: (1) leave time and/or floating holiday time required to be used for regularly scheduled workdays during the City's Winter Holiday Closure; and (2) official and observed legal holidays (e.g., non-floating holiday time) during the calendar year and pre-approved/pre-scheduled personal leave time and Jury Duty will be considered actual time worked. **No overtime will be recognized except with the prior approval of the Department Head or designee.**

Section 2. Compensatory Time

An employee may not have accrued to their account at the end of any fiscal year more than eighty (80) compensatory time off hours. The cash value of any hours in excess of eighty (80) credited to the employee's compensatory time account on June 30 of each year, shall be paid at the salary rate in effect on June 30 and will be paid out in conjunction with the City's Leave Payout program.

ARTICLE 12: HOLIDAYS

Section 1. Holidays Observed

The following days shall be observed by the City as paid holidays:

| | |
|-------------------------------|------------------------|
| New Year's Day | Veteran's Day |
| Martin Luther King's Birthday | Thanksgiving |
| President's Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | |

In addition to these holidays employees shall receive three (3) floating holidays.

The holidays shall have the same hour equivalent as the employee's regular work schedule for that day (eight (8), nine (9), or ten (10) hours) in order that the affected employees no longer have to supplement observed holidays off with paid personal leave. However, the value of the day after Thanksgiving shall be eight (8) hours, unless an employee would normally work more than eight hours on that Friday. (July 2013)

Floating Holidays. The employee's holiday leave account shall receive twenty (20) hours for employees on a 4/10 work schedule; or eighteen (18) hours for employees on a 9/80 work schedule; or sixteen (16) hours for employees on a 5/8 work schedule on January 1 and will receive ten (10) hours or nine (9) hours or eight (8) hours credit (depending on work schedule) on November 1.

Effective July 1, 2000, floating holidays must be used within the fiscal year earned and may not be carried over from year to year. Floating holiday time not used by June 30 of each year will be forfeited by the employee.

Easter Sunday. The Community Services Department will make every effort to schedule its regular full time employees off in observance of Easter. (July 2013)

Section 2. Holiday Occurring on a Weekend

Holidays that fall on an employee's Friday off, will be observed on the prior Thursday, as will holidays occurring on Saturdays. Holidays occurring on Sunday will be observed on the following Monday. Holidays that otherwise fall on an employee's normal day off will be converted to a Floater. Unless specifically approved by the Department Head in writing, employees will be off on the holiday as stated.

Section 3. Compensation for Working Holidays

Employees who, because of their job duties, must work on a non-floating holiday will be paid for the actual hours worked, and at the employee's discretion, shall also receive an equivalent amount of compensatory time off or straight time payment in lieu of any holiday compensation set forth in Sections 1 or 2 above.

Section 4. Eligibility for Holiday Pay

In order to be eligible for a paid holiday, employees must be in a paid status both the day before and the day after the holiday. For example, if a holiday fell on a Monday, and the employee was on a 4/10 work schedule with Fridays off, the employee would be required to be in a paid status on the Thursday before the holiday and the Tuesday following the holiday.

Section 5. Winter Holiday Closure

The City and the Union mutually agree to the closure of the City for business during the Winter Holiday period as follows:

- 2021: December 24, 2021 through January 1, 2022
- 2022: December 24, 2022 through January 1, 2023
- 2023: December 24, 2023 through January 1, 2024

In conjunction with City-paid holiday time (Christmas Eve and Christmas Day), employees will be required to utilize their leave time (i.e., personal leave, compensatory time, floating holidays) to equal the remainder of their regular work schedule. Employees who have exhausted their leave time will be placed in a Leave Without Pay status for the closure period. However, if all of an employee's leave time has been exhausted due to a catastrophic event and leave without pay would result in an undue hardship, the City agrees to review such situations on an individual basis, and where possible, provide alternatives which may help mitigate their situation. Employees requesting such consideration must submit their request in writing to the Human Resources Director prior to December 15th of each year.

Section 5.1. Hours Worked During the Winter Holiday Closure

- a) Article 11 of this MOU generally prohibits the application of any overtime rate unless the employee “actually worked in excess of forty (40) hours in a workweek.”
- b) Article 11 of this MOU excepts from this general rule that paid leave time used during the Winter Holiday Closure shall be used in the calculation of hours for the purpose of determining overtime entitlement.
- c) Article 12, Section 5 of this MOU requires employees to utilize their personal paid leave time to cover any time during their regular shift not actually worked on those days during the Winter Holiday Closures that are not already paid holidays.
- d) Article 12, Section 5 of this MOU does not require the City to apply a full shift of paid leave for each non-holiday day in the Winter Holiday Closure, thereby converting any time actually worked into overtime. The City can and will utilize a partial day of paid leave when an employee actually works a particular day during the Winter Holiday Closure. Likewise, if an employee works a full day, no paid leave would be used. Paid leave is only used to cover the remainder, or unworked, part of that shift.
- e) If an employee is called in on an “emergency” basis during the Winter Holiday Closure, such time would not result in the reduction of use of that employee’s paid leave time on the day in question. Thus, the employee would use a full shift of paid leave as if no actual hours had been worked, and such emergency hours would be counted as additional time toward the overtime calculation.
- f) The term “emergency”, as referenced above, shall be defined in this context as work required to assess or address a non-scheduled incident requiring immediate attention at the risk of financial or catastrophic loss to the City. “Emergency” shall also be defined to include assessment by standby personnel regarding whether an incident qualifies as an emergency.
- g) Standby personnel shall have discretion to designate his or her own work as “emergency” work, as defined above. Standby personnel shall also have discretion to designate the work of one (1) other employee, as needed, as “emergency” work related to an individual

incident. Standby personnel shall be required, however, to obtain a supervisor's approval to designate an additional employee time as "emergency" work.

ARTICLE 13: RETIREMENT BENEFITS

Section 1. Participation

The City participates in the CA Public Employees' Retirement System (CALPERS).

Tier I

Employees hired prior to July 1, 2011 will have the two percent at fifty-five (2.5% @ 55) PERS Plan for Local Miscellaneous Members, and upon retirement, an employee's "final compensation" will be based on the highest one-year salary.

Effective the first full pay period in July 2011, employees in this group (pre-7-1-11) will pay three percent (3%) of the Employees' portion of the CALPERS retirement system. The City shall pay the remaining employee contribution, five percent (5%); provided however, said payments shall not exceed the full employee portion of eight percent (8%). These payments are not salary increases but are the City's payment of employees' retirement contribution in accordance with Section 414(h)(2) of the Internal Revenue Code.

For the purposes of any future comparisons of the level of compensation of employees covered by this Agreement with comparable employees in other jurisdictions, these payments shall be taken into account along with measuring base salaries. These payments shall be credited to the employees' accounts with PERS.

Tier II

Employees hired on or after July 1, 2011 will have the two percent at fifty-five (2.0% @ 55) PERS Plan for Local Miscellaneous Members, and upon retirement, an employee's "final compensation" will be based on the highest consecutive thirty-six (36) month average for determining retirement benefits. Employees in this group (post 7-1-11) will pay the full employee portion of the CALPERS retirement system.

Tier III

Employees hired on or after January 1, 2013, as is mandated by the Public Employee's Pension Reform Act of 2013 (PEPRA), all new Miscellaneous Members, will have a retirement formula based on two percent at sixty-two (2.0% @ 62) Plan Full Formula for Miscellaneous Members, and upon retirement, an employee's "final compensation" will be based on the highest consecutive average. An employee in Tier III will pay fifty percent (50%) of Normal Costs. The amount is approved by CALPERS each year and is subject to change.

Section 2. 1959 Survivor's Benefit

The City provides the Level 4 of the Level 1959 Survivor's Benefit for all employees enrolled in the PERS. The cost to employees for this benefit will be two dollars (\$2.00) per month.

Section 3. PERS Military Buy-Back

The agreement between the City and PERS shall allow for the buy-back of time served by the employee in the Military as defined under PERS Regulation, Section 21024, Statutes of 1976.

Section 4. Health Insurance for Retired Employees

All employees hired prior to June 30, 1990, who retire from the City (i.e., begin to draw from their PERS retirement accounts) and have a minimum of ten (10) years of City service shall be eligible for retiree health benefits. The City's contributions towards retiree medical insurance shall not exceed the actual costs for the employee or employee and spouse, based on the City Kaiser Rate. Employees who retire (i.e., begin to draw from their PERS retirement account) after twenty (20) years of City service, shall be entitled to receive City-paid retiree dental insurance for the employee or the employee and spouse.

Employees who are ineligible for City-paid retiree health insurance may elect upon retirement to continue medical and dental coverage at their own expense (including a reasonable administrative fee, not to exceed the statutory maximum for continuation coverage set forth under applicable law) through the City's medical and dental plans.

The City will reimburse the cost of the standard Part "B" Medicare premium, which is one hundred thirty-four dollars (\$134.00) in 2017, for those employees who elect such coverage. This amount is subject to change based on adjustments by the Federal government. This cost is automatically withdrawn from those employees' Social Security checks. Employees must supply the City with proof of payment of said coverage and will be reimbursed on a quarterly basis. No retroactive reimbursements will be given.

ARTICLE 14: DEFERRED COMPENSATION

Effective the beginning of the pay period following July 1, 2023, the City shall match employee contributions of up to one hundred dollars (\$100.00) per month into a 457(b) account managed by the City's 457(b) provider. (July 2021)

ARTICLE 15: LONGEVITY PAY

A. Longevity pay shall be paid to all Union employees who complete a minimum of ten (10) years of service at the rates indicated in Section B of this Article. Completed years of service will be calculated on a calendar year (January 1 through December 31). A member will be presumed to have completed a full year of service for purposes of this Article if the member's anniversary date (service year completion date) falls within the calendar year. For example, if the City intends to issue the longevity payment on December 1, a member completing fifteen (15) years of service on December 12 will be credited with fifteen (15) years of service for entitlement to the fifteen (15) year longevity payment on December 1. Union employees shall receive longevity pay via direct deposit by electing one form of payment below:

- A bi-weekly basis, equal to the amount indicated in Section B (i.e., a prorated portion of the annual longevity payment will be provided with each paycheck) and will be included on the employee's next regular paycheck following eligibility, **OR**
- A one-time per year payment, payable on or before the second Friday in December.

Employee's longevity payments shall cease upon termination of employment. The Union employee may not change their payment option once they elect to receive it biweekly. For current Union employees (Union employees prior to July 1, 2021) payment election must be submitted to the Human Resources Department on or before October 1st of each year to be effective the beginning of the pay period following January 1st of the following year. However,

following City Council ratification of the contract, Union members must submit their election to the Human Resources Department on or before March 17, 2022, to be effective in 2022. For all subsequent years, the October 1st deadline above will apply. If an election is not made by the deadline indicated above, the Union employee will be subject to the bi-weekly payment indicated above. Any new Union employees (on or after July 1, 2021) shall be subject to the bi-weekly payment. (July 2021)

B. Annual longevity payments will be made based on completion of the following applicable length of service in the following amounts:

| | |
|--|-------------|
| 10 years or more of continuous service | \$ 1,750.00 |
| 15 years or more of continuous service | \$2,250.00 |
| 20 years or more of continuous service | \$2,750.00 |
| 25 years or more of continuous service | \$3,250.00 |

C. Longevity payments will be reported to PERS as compensation earnable for the purpose of calculating retirement benefits and contributions.

ARTICLE 16: CALL BACK PAY

The City will pay for a minimum of two (2) hours wages for each time an employee is called back to work after his regular shift is completed and he has left his assigned work site.

ARTICLE 17: REGULAR/CLASSIFIED PART-TIME (RCP) EMPLOYEES

The Union will represent those regular classified twelve (12) month part-time employees ("classified" refers to those classifications formally adopted by City Council and incorporated into the City's classification plan) who share a community of interest with the existing City Hall bargaining unit (hereinafter "Regular/Classified Part-Time Employees or "RCP" Employees"). Such employees shall also be eligible for benefits and other terms and conditions of employment as set forth in this MOU, except as provided herein. The parties expressly agree that Regular Part-Time Employees do not include: (a) seasonal or temporary employees; or (b) employees who are either supervisory, management or confidential.

RCP Employees shall be eligible for personal leave on a pro rata basis (assuming eighty (80) hours per pay period equals one hundred percent (100%)) and shall be compensated for City designated holidays, including floating holidays (currently fourteen (14) total holidays in 2017), based upon the employee's normal work schedule regardless of if they are scheduled to work on the actual date of the holiday. The value of the holiday will be based on the employee's normal scheduled hours for that day. RCP Employees shall not be eligible for longevity pay, or certificate bonuses. Part-time employment shall not count towards length of service for seniority or layoff purposes. Effective July 2014, RCP employees will be included in the annual service award program. RCP Employees are eligible for the Public Agency Retirement System (PARS), or upon reaching one thousand (1,000) hours in a fiscal year, the California Public Employees Retirement System (CALPERS). Employees will pay applicable employee portions.

Regular Part-Time Employees shall be eligible to participate in a Cafeteria Plan designated by the City and shall receive a contribution equal to fifty percent (50%) of the benefit provided to Regular Full-Time Employees. The benefits for this plan shall include medical insurance, dental insurance, life insurance,

and long-term disability insurance. Employees who do not utilize the full dollar amount of the City's contribution in selecting benefits in the plan, shall receive the unused portion as "cash back."

To the extent that the parties have failed to list any other benefits contained in the MOU or the City's Personnel Rules and Regulations, it is their intent that such benefits and conditions would apply to RCP Employees on a pro-rata basis where such benefits are conditioned upon, or in any way related to hours worked or length of service.

ARTICLE 18: COMPENSATION FOR ACTING APPOINTMENTS

Subject to the following conditions, an employee who is required on the basis of an acting appointment to serve in a class with a higher salary range than that of the class in which the employee is normally assigned, shall receive the entrance salary rate of the higher salary range or the rate of five percent (5%) higher than the employee normally receives, whichever is greater.

- a) Such pay will be for all hours worked in an acting appointment which are in excess of eighty (80) hours in any floating six (6) month period.
- b) The employee must perform all the duties and assume all the responsibilities of the higher class.
- c) Compensation for acting appointments shall be limited to the temporary filling of a vacant, regular position due to termination, promotion, or extended sick leave of the incumbent or the temporary filling of a newly budgeted position, where the needs of the City require that the position be filled.
- d) The City Manager must approve all such appointments based upon a finding that the criteria set forth in this paragraph have been met.

ARTICLE 19: STANDBY DUTY

Section 1. Definition of Standby

An employee who is assigned to be near, at hand, and ready to respond immediately to an emergency is on Standby. Employee's assigned to Standby are required to be immediately available by telephone (home or cell). Employees within specifically identified classifications shall be required to perform Standby duty to receive and handle emergency work during those hours when their Department is closed. Standby duty shall be performed in addition to the employee's regular assignment. The Department will attempt to utilize volunteers to fill Standby assignments, however, if there are no qualified volunteers, the Department reserves the right to make the required Standby assignments.

Section 2. Eligibility

An employee may be eligible to be placed on the Standby list once the employee has received sufficient training attested to by the Director or his/her designee; and has an overall performance evaluation rating of satisfactory or better.

Employees who hold the following classifications may be required to perform Standby duty and will be eligible for Standby pay:

Associate Engineer
Assistant Engineer
Building Inspector I
Building Inspector II
Engineering Technician I
Engineering Technician II

IT Senior Technician*
Public Safety Systems Specialist*
Public Works Inspector
Senior Traffic Signal Maintenance Technician
Traffic Engineering Technician
Traffic Signal Maintenance Technician

- * Employees assigned to Standby duty in the Information Technology Department shall rotate Standby responsibilities on a weekly basis, as assigned. When on Standby status, the Standby employee must respond to the work site within two (2) hours if the problem cannot be corrected via remote access.

The City may designate additional positions for Standby as recommended by department director(s) and approved by the Human Resources Director to meet the service needs of the City.

Section 3. Assignment to Standby

Standby assignments will be made by the Department Director or his/her designee(s) who shall establish a schedule for a specified period of time. The Director may change and/or modify the Standby schedule as deemed necessary to ensure that the City's goals and objectives are achieved. All changes and/or modifications are subject to the providing affected employees with a minimum of two (2) weeks written notice.

Section 4. Authority for Emergency Call Out

If additional personnel are required to perform an emergency assignment, the Standby person is authorized to call out appropriate personnel or the Signal Maintenance Contractor in accordance with the instructions provided by the Director or his/her designee.

Section 5. Standby Compensation

Effective March 12, 2022, an employee assigned to Standby duty will be compensated at a rate of two hundred fifty dollars (\$250.00) per week and will be entitled to overtime as provided for herein for any time worked as a result of being on Standby and responding to a situation. (July 2021)

ARTICLE 20: UTILIZATION OF UNDERFILL CLASSIFICATIONS

Section 1. Budgetary Underfill

Due to financial constraints, Departments may find it necessary to underfill higher allocated positions with lower, less expensive positions. If such an appointment is made for budgetary purposes, the incumbent shall remain at the lower classification, and shall not be assigned the duties of the higher allocated position.

Section 2. Trainee Underfill

In the absence of an eligibility list for the allocated position, Department may choose to utilize a lower classification position within the classification family. This type of underfill can expedite the filling of a vacancy. A Trainee underfill must be appointed from an appropriate eligibility list (i.e., lower classification within the classification family), and appointments must be made on a competitive basis. The employee must qualify for the higher classification within a specified period of time as outlined in the Trainee Underfill Agreement or be terminated. The employee shall be required to qualify by one or more of the following:

- (1) Additional Experience;
- (2) Additional Schooling;
- (3) Possession of State Certification or license;
- (4) Probationary period progress report;
- (5) Successful completion of an appropriate examination.

Employees who are appointed as a Trainee underfill will not be entitled to any compensation for taking on the job duties and responsibilities of the higher classification during the Trainee period.

It will be the responsibility of the employee and their supervisor to notify the Human Resources Department when the employee appears eligible for promotion to the allocated position. An application form for the higher classification must be completed by the employee and forwarded to the Human Resources Department along with a signed memo from their Department Head indicating they are requesting a review of the employee's current status to determine eligibility for the promotion. The Human Resources Department will review the application and inform the Department Head of the effective date of the promotion if the employee is eligible.

ARTICLE 21: LAYOFFS

The City agrees to notify the Union representatives at least thirty (30) calendar days prior to the imposition of furlough days for Union employees.

ARTICLE 22: MERIT INCREASES

Merit increases will be five percent (5%) increments beginning with Step 1 and ending with Step 5.

ARTICLE 23: SHORTS OPTION

Field personnel may wear neutral or dark solid colored walking shorts if appropriate for the job. Upon the occurrence of the first injury attributable to wearing short pants (vs. long pants) the City and the Union agree to meet and confer.

ARTICLE 24: ACCESS TO WORK LOCATIONS

The parties recognize and agree that in order to maintain good employee relations, it is sometimes necessary for Labor Relations Representatives of Teamsters Local 1932 to confer with City employees during working hours.

Therefore, Teamsters Local 1932 Labor Relations Representatives will be granted access to work locations during regular working hours to investigate and process grievances or appeals when so necessary. Teamsters Local 1932 Labor Relations Representatives shall be granted access upon obtaining authorization from the appointing authority or designated management representative prior to entering a work location and after advising of the general nature of the business. However, the appointing authority or designated management representative may deny access or terminate access to work locations if in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of City operations. The appointing authority shall not unreasonably withhold timely access to work locations. The appointing authority shall insure that there is at all times someone designated

who shall have full authority to approve access. If a request is denied, the appointing authority or designated management representative shall establish a mutually agreeable time for access to the employee.

Teamsters Local 1932 Labor Relations Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

The appointing authority or designated management representative may mutually establish with the Teamsters Local 1932 Labor Relations Representative reasonable limits as to the number of visits authorized with the same employee on the same issue and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The City shall not unduly interfere with the Union's access to work locations.

ARTICLE 25: EMPLOYMENT-RELATED UPDATES

During the term of the MOU, a joint labor/management committee shall meet and confer on the City's proposed changes to the Employer-Employee Relations Resolution, as well as proposed legally required updates to the City of Fontana Personnel Rules and Regulations. (July 2017)

ARTICLE 26: HEALTH AND SAFETY COMMITTEE

A joint labor/management committee shall be established with equal Teamsters Local 1932 and City representatives to discuss safety and health issues on a monthly or quarterly basis or as otherwise determined by the committee. The committee shall be comprised of an equal number of representatives from the Public Works and City Hall Unions.

ARTICLE 27: EDUCATIONAL ACHIEVEMENT PAY

Beginning in September 2018, the City shall provide a one-time graduation stipend to non-probationary Union members as follows for possessing the corresponding, job-related degree, from an accredited college or university:

Bachelor's Degree: \$2,000

OR

Master's Degree: \$3,000*

*or \$1,000 upon attainment of a Master's Degree when the Union member has previously received the one-time graduation stipend for a Bachelor's Degree.

The City agrees that by September 30, 2018, the City will compensate all current Union members that hold job-related degrees, as indicated by the provisions outlined above, with a one-time graduation stipend. Moving forward, educational achievement pay will be paid annually by September 30th of each year for those non-probationary Union members who obtain a degree, as outlined above, during the course of their employment with the City of Fontana. In order to be eligible to receive education pay in September, the degree must have been conferred to the Union member by August 1st of the same year. The Union will submit the appropriate documentation to the Human Resources Department in August of each year for those eligible members. If a degree is found to be not job-related, the City will meet

and discuss the item with the Union prior to denial. In addition, beginning September 2018, Union members will no longer be eligible for the City's Educational Expense Reimbursement Program. (July 2017)

ARTICLE 28: WELLNESS

The City shall allow all employees represented by the Union use of the Miller and North Fontana Fitness Centers (ONLY) at no cost to the employee. Use of the centers is at each employee's own risk and subject to the rules and regulations and hours of operation determined by the Community Services Department. Employees MUST show City issued ID to obtain access. Violation of any safety rule or regulations shall constitute valid grounds for revocation of the privilege of the Fitness Center usage, not subject to grievance. (July 2013)

ARTICLE 29: UNIFORMS

Section 1. Uniform Allowance (July 2021)

Effective March 12, 2022, a uniform allowance in the amount of four hundred dollars (\$400.00) per year will be paid to **field** employees holding the classification of Code Compliance Technician, Code Compliance Inspector, or Sr. Code Enforcement Inspector who are required to wear a uniform on a **daily** basis. The uniform allowance will be paid in semi-annual increments of one-half (1/2) in October and April of each year.

A newly appointed employee in any one (1) of the above classifications will receive their full uniform allowance at the end of the first pay period following appointment. If the employee leaves, either voluntarily or involuntarily, during their probationary period, the full uniform allowance that was provided will be deducted from their final paycheck.

The uniform allowance is intended for the purchase and maintenance of uniforms. The City may request verification of annual uniform purchase or maintenance in January 2022, and anytime in the future if abuse is reasonably suspected.

Section 2. Boot Reimbursement

The City will provide up to a two hundred dollars (\$200.00) reimbursement once a calendar year for the purchase of one (1) pair of minimum six-inch (6") shaft work boots meeting OSHA standards, upon proof of purchase, for all employees that are required to wear work boots as defined by Department guidelines.

Section 3. State Labor Code Requirements

All members receiving a uniform allowance and boot reimbursement must be in compliance with their respective Department's existing policies and procedures, or as directed. The City will compensate any eligible employee for the repair or replacement of clothing or equipment damaged or destroyed in direct consequence of the discharge of his/her duties in accordance with State Labor Code Section 2802. (July 2021)

ARTICLE 30: SEVERABILITY

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

ARTICLE 31: LOCAL UNION ACTIVITIES

The City will provide the City Hall Union one hundred (100) hours per Fiscal Year for Steward meetings, trainings, new member orientations, and executive board meetings. Requests must be made to the employee's immediate supervisor a minimum of five (5) days in advance.

ARTICLE 32: GRIEVANCE PROCEDURE

The official procedure for all grievances can be found in the City's Personnel Rules and Regulations, Rule XIV – Grievance, Appeals, and Hearings. (July 2021)

ARTICLE 33: PAYMENTS OUTSIDE OF REGULAR PAY

Effective March 12, 2022, any and all payments outside of regular pay will be paid on a bi-weekly basis via direct deposit, unless specified otherwise. (July 2021)

ARTICLE 34: VEHICLE ELECTRONIC TRACKING TECHNOLOGY

The City will meet and confer with the Union to review technology and take input from the Union on implementation. (July 2021)

ARTICLE 35: SALARY SURVEY

A "Benchmark" salary survey will be conducted six (6) months prior to the next negotiations process. Teamsters representatives will be included in the discussions of the cities and the benchmark classifications that will be utilized in the survey. The final survey documents will be reviewed and discussed with Teamsters representatives. (July 2021)

ARTICLE 36:

REVIEW OF ENVIRONMENTAL CONTROL TECHNICIAN CLASSIFICATION

Following completion of the City-wide classification and compensation study, the City agrees to discuss any changes to the Environmental Control Technician classification and seek input from the Union regarding the findings prior to implementation of any change. (July 2021)

RATIFIED BY CITY COUNCIL: Tentative Agreement on February 8, 2022
 Closed Session
 Official Ratification on March 8, 2022
 Consent Calendar

APPENDIX "A"

| | |
|-------------------------------------|--|
| Job Class Title | Environmental Control Specialist |
| Account Clerk I | Environmental Control Technician |
| Account Clerk II | Environmental Control Trainee |
| Accountant I | (IT) GIS Analyst |
| Accountant II | GIS Engineering Technician |
| Accounting Technician | (IT) GIS Technician |
| Administrative Aide | Housing Technician |
| Administrative Analyst I | Landscape Inspector |
| Administrative Analyst II | Landscape Technician I |
| Administrative Assistant | Landscape Technician II |
| Administrative Clerk I | Marketing Communication Specialist |
| Administrative Clerk II | Plan Check Engineer I |
| Administrative Technician | Plan Check Engineer II |
| Aquatics Coordinator | Planning Compliance Technician |
| Arborist | Planning Inspector |
| Assistant Engineer | Planning Technician |
| Assistant Park Planner | Plans Examiner I |
| Assistant Planner | Plans Examiner II |
| Associate Engineer | Production Coordinator |
| Associate Planner | Project Coordinator |
| Building Inspector I | Project Specialist |
| Building Inspector II | (IT) Public Safety Systems Specialist |
| Building Permit Aide | Public Works Inspector |
| Building Permit Technician | Secretary |
| (IT) Business Analyst I | Software Support Technician |
| Business License Technician | Senior Administrative Aide |
| Buyer | Senior Building Inspector |
| Cable Production Specialist | Senior Code Enforcement Inspector |
| Cable TV Operations Asst. | Senior Environmental Control Technician |
| Cashier | Senior Plans Examiner |
| Clerical Aide | Senior Public Works Inspector |
| Code Compliance Technician | (IT) Senior Technician |
| Code Compliance Inspector | Senior Traffic Signal Maintenance Technician |
| Community Services Coordinator | (IT) Technician I |
| (IT) Desktop Systems Specialist | (IT) Technician II |
| Development Services Permit Aide | (IT) Software Support Technician |
| Development Services Representative | (IT) Telecommunications Specialist |
| Engineering Technician I | Traffic Engineering Technician |
| Engineering Technician II | Traffic Signal Maintenance Technician I |
| Environmental Control Assistant | Traffic Signal Maintenance Technician II |

*The City will update the above list annually as new classifications are established for this Union.



Printed for the members of Teamsters Local 1932
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“WEINGARTEN RIGHTS”

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