



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF FONTANA**

**AND**

**TEAMSTERS LOCAL 1932,**

**PUBLIC WORKS UNIT**

**COVERING THE PERIOD OF  
JULY 1, 2020 THROUGH JUNE 30, 2024**



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF FONTANA  
AND  
TEAMSTERS LOCAL 1932,  
PUBLIC WORKS 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 (hereinafter referred to as the "Union"). The terms and conditions of this Agreement shall be applicable to all classifications set forth in Appendix A commencing on July 1, 2020 and ending June 30, 2024.

The City and Union acknowledge that the City is working through the 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. (July 2020)

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 Memoranda 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 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:

Public Works Unit Representatives (maximum of two (2) representatives): 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**

Union members may authorize dues deductions by submitting a written authorization to the Union, who will then notify the City of such deductions. Said authorization shall remain in effect unless withdrawn in writing by the Union, or unless the employee terminates employment or transfers from the Union. (July 2020)

Employees will be allowed to have insurance premiums deducted from their pay check to cover insurances offered by Teamsters Local 1932. 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 the 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 two and one-half percent (2.5%) 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**

It is not the City's intent to eliminate the 4/10 work schedule for Union employees. The City agrees to meet and confer with employees in the Union should it propose to change or modify the 4/10 work schedule.

The City Manager or designee(s) may change the work hours and/or days within the 4/10 work schedule for Union members upon fourteen (14) calendar days' notice to the affected employee. The Department Head or designee(s) will meet and discuss with any affected employees any proposed change of starting and ending times prior to the notice being issued. Changes in work schedules are intended to be of a permanent nature or for an extended period of time.

Notwithstanding the above, employees hired prior to 2005 cannot be assigned to work more than eight (8) weekends in any calendar year, except in emergency situations. All new employees, or employees called back from the re-employment list, may be subject to a work schedule which includes weekend work without limitation.

## **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) year's 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 2020)

<b>To Be Paid By</b>
On or before July 31 <sup>st</sup>
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**

Except as set forth below, 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**

The maximum incentive an employee may earn is two and one-half percent (2.5%) of base salary regardless of the number of certificates earned/acquired.

Mechanics possessing an Automotive Service Excellence (ASE) Certification through the National Institute shall be eligible for Certificate Pay at the rate of two and one-half percent (2.5%) of base salary payable on a biweekly basis. To be eligible for this benefit, certifications must be related to the employee's current job classification/job performance and must be approved in advance by the Department Director. Certificate Pay shall cease if the employee's certification expires and is not renewed or if the employee changes job classification and the certificate is no longer job related.



## **ARTICLE 10: HEALTH BENEFITS**

### **Section 1. Cafeteria Plan**

Effective January 1, 2007, for employees paying out-of-pocket, the City will contribute to the City's Cafeteria Plan an amount equal to the cost of the Anthem Blue Cross HMO family rate with \$15.00 co-pay and the high dental family rate. The City's contribution shall not exceed the actual expenditures for the aforementioned coverage. The amount that employees may receive under the City's Cafeteria cash back option shall be limited to five hundred fifty-eighty dollars and thirty-five cents (\$558.35) per month.

### **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.) 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 exceptions: (1) leave time and/or floating holiday time required to be used for regularly scheduled work days during the City's Winter Closure; (2) official and observed legal holidays (e.g., non-floating holiday time) during the calendar year; and (3) 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 one hundred (100) compensatory time off hours. The cash value of any hours in excess of one hundred (100) 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
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day

Veteran's Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas 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.

**Floating Holidays.** The employee's holiday leave account shall receive twenty (20) hours for employees on a 4/10 work schedule, 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.

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.

## **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. For those employees who have an alternate schedule outside of the Monday through Thursday schedule, in which Independence Day (July 4<sup>th</sup>) and Veteran's Day (November 11<sup>th</sup>) falls on their normally scheduled work day, the holiday shall be observed on the actual date. 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:

2020: December 24, 2020 through January 1, 2021  
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 accepts 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 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 and one-half 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 July 1, 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. (July 2017) 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: COMMERCIAL DRIVER’S LICENSE (CDL) PROGRAM

### Section 1.

All positions within the Union are required to have a CDL. All employees that do not have the required CDL with appropriate endorsement(s) for the classification they currently hold (as of August 8, 2017) will be grandfathered into the CDL program. However, if an employee wishes to promote or laterally transfer, they will be required to comply with the CDL licensure requirements below. Current employees are strongly encouraged to participate in the City’s training program to obtain a driver’s license class and other endorsements that may be needed for future promotional purposes.

The City will pay for the CDL medical exam for all employees that hold CDLs if they are seen by the City’s contracted medical provider. If an employee is unable to maintain the medical certification portion of their CDL, the City will engage in the interactive process.

### Section 2. CDL Licensure Requirements

- a. The following positions require an appropriate CDL with the appropriate endorsement(s). However, newly hired, promotional, or lateral transfer employees that possess a valid Driver’s License but not the appropriate CDL at the time of application will be given six (6) months from the time of appointment to obtain the appropriate CDL with appropriate endorsement(s):

- Aquatics Maintenance Worker
- Equipment Mechanic I
- Equipment Mechanic II
- Maintenance Services Worker I
- Maintenance Services Worker II
- Mechanics Assistant
- Parks Maintenance Technician
- Pump Maintenance Assistant
- Pump Maintenance Technician
- Welder

- b. The following positions require a CDL with appropriate endorsement(s). Newly hired, promotional, or lateral transfer employees **are required** to possess the appropriate license and endorsement(s) at time of application:

- Chief Equipment Mechanic
- Equipment Operator I
- Equipment Operator II
- Equipment Operator III
- Maintenance Services Crew Chief
- Parks Technical Crew Chief
- Senior Facilities Maintenance Technician
- Senior Maintenance Services Worker
- Tree Trimming Specialist

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

### **Section 3. CDL Stipend**

Employees holding a valid Class “B” California Driver’s License shall receive a CDL stipend of one hundred twenty-five dollars (\$125.00) per month, and employees holding a valid Class “A” California Driver’s License shall receive a CDL stipend of one hundred fifty dollars (\$150.00) per month.

## **ARTICLE 15: LONGEVITY PAY**

All Union employees will be eligible to receive an annual longevity payment. Completed years of service will be calculated on a calendar year (January 1 through December 31). This payment will be included as reportable income to PERS. The payment will be issued on or before December 15<sup>th</sup> of each year and will be based on completed City of Fontana 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

## **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 PART-TIME 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 Union (hereinafter “Regular Part-time 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.

Regular/Classified Part-time (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 paid for City-designated holidays only if the holidays occur on days which they are regularly scheduled to work. 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 Regular Part-time 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 most of the primary duties and higher 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 Department head, with concurrence of the Human Resources Director, must approve all such appointments based upon a finding that the criteria set forth in this paragraph have been met.
- e) Acting appointments shall not exceed six (6) months.

## **ARTICLE 19: STANDBY DUTY**

### **Section 1. Assignment to Standby**

Standby assignments and requirements for employees assigned to Standby duty will be determined by the Department Head or designee(s).

### **Section 2. Standby Compensation**

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. In accordance with 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 20: LATERAL TRANSFER CONSIDERATION**

Initial consideration for all vacant positions within Union represented classifications will be given to Lateral Transfer requests. If there are multiple qualified candidates the following factors will be

considered by management in making the selection: relative experience, past performance and seniority. Employees with attendance or disciplinary issues within the last twelve (12) months may be excluded. If it is determined that there is not a suitable Lateral Transfer, based on the factors listed, the recruitment may become a promotional or an open recruitment.

## **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: UNIFORM ALLOWANCE AND BOOT REIMBURSEMENT**

Uniforms and the cleaning costs of the uniforms will be provided by the City for Public Works Department employees. Employees may wear clean, non-tattered jeans as a substitute for uniform pants. In addition, the City will provide a uniform short which may be worn by Public Works employees if not inappropriate 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 on the issue of continuing the shorts option.

Boot Reimbursement: Effective March 12, 2022, the City will provide up to a two hundred dollar (\$200.00) reimbursement, once a calendar year, for the purchase of one pair of either steel toed or composite-toed, minimum six (6) inch shaft work boots meeting OSHA standards, upon proof of purchase. (July 2020) This reimbursement is for the annual purchase of the required safety footwear and may be monitored by the City to confirm compliance.

## **ARTICLE 24: ACCESS TO WORK LOCATIONS**

The parties recognize and agree that in order to maintain good employee relations, it is sometimes necessary for Business Agents of the Union to confer with City employees during working hours.

Therefore, Union Business Agents will be granted access to work locations during regular working hours to investigate and process grievances or appeals when so necessary. Union Business Agents 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.



Union Business Agents 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 Union Business Agents 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: LOCAL UNION ACTIVITIES**

The City will provide the 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 26: HEALTH AND SAFETY COMMITTEE**

A joint labor/management committee shall be established with equal Union 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: JOINT LABOR/MANAGEMENT COMMITTEES**

During the term of this MOU, a joint labor/management committee will be established, comprised of four (4) Union Stewards, one (1) Business Agent, and Department management. The purpose of this committee will be to discuss concerns including training, cross-training, use of Part-time employees, workload, etc. These meetings will be scheduled depending on necessity and anticipated to be quarterly.

A joint labor/management committee shall also 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's Personnel Rules & Regulations.

## **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 and not subject to grievance.

## **ARTICLE 29: SEVERABILITY**

Should any legal action be filed and upheld challenging the enforceability or validity of any economic provision of this Agreement, or if any provisions of this Agreement shall be held by a court of competent jurisdiction to be in conflict with any law of the United States or California, the City or the Union may, at its option, require the parties to meet and confer on a new Memorandum of Understanding.

## **ARTICLE 30: DIRECT DEPOSIT**

Effective March 12, 2022, any and all payments outside of regular pay will be paid via direct deposit.

## **ARTICLE 31: 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 2020)

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**

Aquatic Maintenance Worker  
Chief Equipment Mechanic  
Equipment Mechanic I  
Equipment Mechanic II  
Equipment Operator I  
Equipment Operator  
Equipment Operator III  
Maintenance Services Crew Chief  
Maintenance Services Worker I  
Maintenance Services Worker II  
Mechanics Assistant  
Parks Maintenance Technician  
Parks Technical Crew Chief  
Pump Maintenance Assistant  
Pump Maintenance Technician  
Senior Facilities Maintenance Technician  
Senior Maintenance Services Worker  
Tree Trimming Specialist  
Welder

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

## SIDE LETTER OF AGREEMENT BETWEEN

CITY OF FONTANA

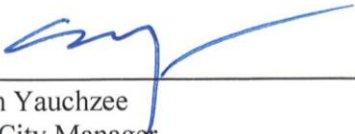
AND

## TEAMSTERS LOCAL 1932 UNION, PUBLIC WORKS UNIT

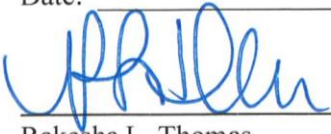
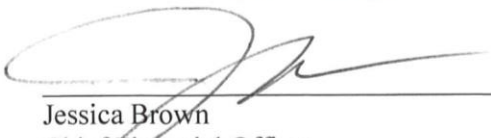

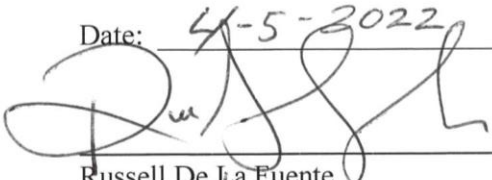
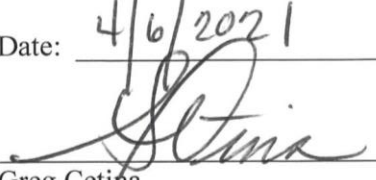
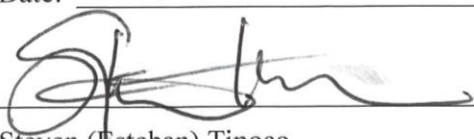
The City of Fontana ("City") and the Teamsters Local 1932 Union, Public Works Unit ("Union") agree to modify the Memorandum of Understanding ("MOU") set to expire on June 30, 2024 as follows:

1. On the next business day following the approval of this Side Letter of Agreement by the Union, the City's COVID-19 Vaccination Incentive Program, attached hereto as Exhibit A, will take effect.
2. Except as modified above, the terms and conditions of the MOU shall remain unchanged and in effect as provided therein.

## APPROVAL:

  
Shannon Yauchzee  
Interim City Manager

Date: \_\_\_\_\_

  
Rakesha L. Thomas  
Director, Human Resources and  
Risk ManagementDate: 4-15-22  
Jessica Brown  
Chief Financial OfficerDate: 4/11/22  
Kimberly Clayton  
Human Resources AnalystDate: 04/11/2022  
Carlos Gonzalez  
Teamsters Local 1932 Union Business AgentDate: 4-5-2022  
Russell De la Fuente  
Representative, Public Works UnitDate: 4/6/2021  
Greg Cetina  
Representative, Public Works UnitDate: 4-6-22  
Steven (Esteban) Tinoco  
Representative, Public Works UnitDate: 04-06-22



## CITY OF FONTANA

### COVID-19 Vaccine Incentive Program

#### SECTION 1: PURPOSE

The City of Fontana is committed to providing a safe and healthy workplace, consistent with COVID-19 public health guidance and legal requirements, to protect its employees and the public. According to the federal Centers for Disease Control (CDC), the California Department of Public Health (CDPH), and the San Bernardino County Health Officer, COVID-19 continues to pose a risk, and vaccination is the most effective way to prevent transmission and limit COVID-19 hospitalizations and deaths. In order to encourage City employees to be vaccinated against COVID-19, the City will provide an incentive to employees to get fully vaccinated and to those employees who establish a medical or religious exemption to the COVID-19 vaccination.

#### SECTION 2: INCENTIVE

The City will provide 40 hours of paid leave (prorated for regular/classified part-time employees) to all full-time employees who receive the COVID-19 vaccination, and provide proof of same, as well as to all employees who establish a medical or religious exemption to receiving the COVID-19 vaccination.

#### SECTION 3: INCENTIVE PROGRAM DETAILS

A. The incentive program will be effective immediately following a signed agreement between a bargaining unit and the City, or in the case of unrepresented employees, on April 13, 2022. The program will remain in effect through December 31, 2022, with employees being able to submit documentation to the Human Resources Department on or before December 1, 2022 (i.e., the last date to submit proof of vaccination or entitlement to a vaccination exemption and receive the benefits of this program). Any time not used will be cashed out according to an employee's applicable COU/MOU.

B. All full and regular/classified part time employees who (i) provide proof that they are fully vaccinated, or (ii) who have established entitlement to a medical or religious exemption from receiving the COVID-19 vaccination will receive a one-time credit of forty (40) hours (prorated for part time employees) of paid time off, which will be added to their personal leave banks the first pay period of the month following the date that proof was provided or the date that the medical or religious exemption was approved.

Employees are considered to be fully vaccinated after they have received one dose of the Janssen vaccine from Johnson & Johnson or the second dose of Moderna or Pfizer.

C. Proof of vaccination must be provided to Human Resources on or before December 1, 2022. Such records will be maintained in the confidential medical portion of employee personnel files.





D. Employees who wish to establish entitlement to an exemption from receiving a COVID-19 vaccination must submit a medical or religious accommodation form on or before December 1, 2022. Human Resources will review such requests on a case-by-case basis, and notify employees of the decision on the requested exemption no more than seven (7) days from submission. Denial of a request for an exemption is not subject to grievance. Applications for exemptions can be requested from the Human Resources Department.

E. Personal leave provided by this incentive program will be treated in the same manner in all respects as all other personal leave earned by an employee, subject to the City's Personnel Rules and Regulations and applicable COU/MOUs. Such personal leave shall be cashed out at the employees' current base hourly rate on December 31, 2022 if not used by that time period.





**Printed for the Members of Teamsters Local 1932  
421 North Sierra Way, San Bernardino, CA 92410  
(909) 889-8377 | FAX: (909) 888-7429  
[www.teamsters1932.org](http://www.teamsters1932.org)**

## **“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.**