

MEMORANDUM  
OF  
UNDERSTANDING

BETWEEN  
CITY OF GRAND TERRACE  
AND  
TEAMSTERS, LOCAL NO. 1932

EFFECTIVE:  
JULY 1, 2021  
THROUGH  
JUNE 30, 2024



# TABLE OF CONTENTS

<u>Article:</u>	<u>Section:</u>	<u>Page:</u>
<b>ARTICLE 1</b>	<b>TERM OF AGREEMENT .....</b>	<b>1</b>
<b>ARTICLE 2</b>	<b>RECOGNITION.....</b>	<b>1</b>
<b>ARTICLE 3</b>	<b>NON-DISCRIMINATION .....</b>	<b>1</b>
<b>ARTICLE 4</b>	<b>NOTICE OF MOU/NEW EMPLOYEE ORIENTATION .....</b>	<b>2</b>
	Section A .....	2
	Section B .....	2
	Section C .....	2
<b>ARTICLE 5</b>	<b>DUES DEDUCTIONS .....</b>	<b>2</b>
	Section A .....	2
	Section B .....	3
<b>ARTICLE 6</b>	<b>SHOP STEWARDS .....</b>	<b>3</b>
	Section A .....	3
	Section B. Union Representative Leave of Absence .....	3
<b>ARTICLE 7</b>	<b>MANAGEMENT RIGHTS.....</b>	<b>4</b>
	Section A .....	4
	Section B .....	4
	Section C. Agreed Subjects Outside of Bargaining.....	5
<b>ARTICLE 8</b>	<b>SALARY.....</b>	<b>6</b>
	Section A .....	6
	Section B .....	6
	Section C .....	6
<b>ARTICLE 9</b>	<b>HEALTH INSURANCE.....</b>	<b>6</b>
	Section A .....	6
	Section B .....	6
<b>ARTICLE 10</b>	<b>HOLIDAYS .....</b>	<b>6</b>
	Section A .....	6
	Section B. Floating Holidays.....	7
<b>ARTICLE 11</b>	<b>OVERTIME .....</b>	<b>7</b>
	Section A. Rest Periods .....	7
	Section B. Overtime .....	7
	Section C. Non-Exempt Overtime .....	7
	Section D. Notice.....	7
<b>ARTICLE 12</b>	<b>NO STRIKE/NO LOCKOUT PLEDGE .....</b>	<b>8</b>
	Section A. Employee Organization Prohibited Conduct .....	8

<u>Article:</u>	<u>Section:</u>	<u>Page:</u>
	Section B. City Prohibited Conduct .....	8
	Section C. Employee Organization Responsibility .....	8
	Section D. City Rights .....	8
<b>ARTICLE 13</b>	<b>DISCIPLINE PROCEDURES .....</b>	<b>8</b>
	Section A. Causes for Discipline .....	8
	Section B. Types of Discipline .....	9
	Section C. Discipline Procedures.....	10
	Section D. Challenge by Writ .....	12
<b>ARTICLE 14</b>	<b>GRIEVANCE PROCEDURES .....</b>	<b>13</b>
	Section A. Grievance .....	13
	Section B. Step I: Informal Discussion with Supervisor .....	13
	Section C. Step II: Department Head .....	13
	Section D. Step III: City Manager .....	13
	Section E. Time Limits .....	13
	Section F. Representation .....	13
	Section G. Self-Representation .....	13
	Section H. Freedom From Reprisal .....	14
<b>ARTICLE 15</b>	<b>SAVINGS CLAUSE .....</b>	<b>14</b>
<b>SIGNATURES</b>	<b>.....</b>	<b>15</b>
<b>EXHIBIT A</b>	<b>TEAMSTERS' SALARY SCHEDULE .....</b>	<b>16</b>
<b>WEINGARTEN RIGHTS</b>	<b>.....</b>	<b>Back Cover</b>

# Memorandum of Understanding Between City of Grand Terrace And Teamsters Local 1932

This Memorandum of Understanding (“MOU” or “Memorandum”) reflects the tentative collective bargaining agreement reached between the authorized labor relations representatives of the City of Grand Terrace (“City”) and the recognized employee organization identified as Teamsters Local 1932 (“Teamsters” or “Union”). This MOU shall have no force or effect until the date upon which the City Council formally accepts and approves this MOU by resolution or other official act.

## ARTICLE I. TERM OF AGREEMENT

Except as otherwise specified herein, the Term of this MOU shall be effective from and after July 1, 2021 and shall expire at midnight on June 30, 2024.

## ARTICLE 2. RECOGNITION

For the purposes of meeting its obligations under the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq), City rules, regulations, and/or laws affecting wages, hours, and other terms and conditions of employment, the City of Grand Terrace hereby affirms its recognition of Teamsters Local 1932, as the recognized employee organization for the Miscellaneous Bargaining Unit that includes all permanent and full-time employees, and excludes all management, confidential and supervisory employees; all part-time, temporary, and at-will probationary employees; all retired annuitants; and the classifications of Assistant Planner, Principal Accountant, and Management Analyst. The Unit members are designated by the classifications set forth in Exhibit “A” hereto (hereinafter referred to as the “Unit”).

## ARTICLE 3. NON-DISCRIMINATION

The provisions of this MOU shall be applied equally to all employees without unlawful harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on race (including, but not limited to, hair texture and protective styles such as braids, locks and twists), religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions and possession of a driver’s license issued under Vehicle Code Section 12801.9), ancestry, physical or mental disability, medical condition, genetic information/characteristics, marital status/registered domestic partner status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity, gender expression/transgender (including whether

or not you are transitioning or have transitioned), sexual orientation, age (40 and over), or military and veteran status or any other basis protected by federal, state, or local law, ordinance or regulation.

#### ARTICLE 4. NOTICE OF MOU/NEW EMPLOYEE ORIENTATION

- A. The City will notify Teamsters in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. The New Employee Orientation notice provided to Teamsters shall include the date, time, and location of the orientation. If Teamsters or its representatives are not available on the day or time the City has scheduled the New Employee Orientation, the City will allow Teamsters to meet with the new employee within one week of hire, or at a mutually agreed upon time between the City and Teamsters. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide Teamsters with the new employee's name, job title, department, work location, home mailing address, personal email address, and work, home, and personal cellular telephone numbers.
- B. The new hire will receive a copy of the MOU with his/her new employee orientation packet. Teamsters shall be permitted to have up to two (2) representatives to meet with the new employee for up to one (1) hour of uninterrupted time for each orientation session to talk to new Unit members to explain the rights and benefits under the MOU. Teamsters may provide written materials, including a packet of information, to the new employees. The City shall allow a maximum of one (1) employee release time to be present at the employee orientation. Teamsters shall notify the City forty-eight (48) hours prior to the orientation on which the employee will be present. The employee present at the orientation shall do so on regular working hours and shall suffer no loss of pay.
- C. At least every one hundred twenty (120) days, the City will provide Teamsters a list of all employees in the Unit, including the employee's name, job title, department, current rate of pay, work location, home mailing address, personal email address, and work, home, and personal cellular telephone numbers. Notwithstanding the foregoing and per Government Code Section 6254.3, the City will not provide the Union with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide the Union with any home address, home telephone number, personal cellular telephone number, or personal email address or date of birth of any employee who has made a written request to the City regarding non-disclosure of said information.

#### ARTICLE 5. DUES DEDUCTIONS

- A. Teamsters requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by Teamsters, from the wages and salaries of members of Teamsters. Teamsters hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Teamsters' dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is

provided by Teamsters. Per Government Code Section 1157.12, Teamsters shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification.

- B. The City shall provide for payroll deductions on each payroll period (twenty-four (24) times out of twenty-six (26) payroll periods per calendar year). The City shall remit the total amount of deductions to Teamsters within thirty (30) days of the date of the deduction. Any changes in Teamsters' dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.

## ARTICLE 6. SHOP STEWARDS

- A. The Union or its members may designate a maximum of two (2) employee Stewards to represent those employees in the Unit. The Union shall submit to the City a list of employee Stewards within thirty (30) days following the signing of this MOU, and upon any change of Stewards. When requested by an employee, a Union Steward may represent an aggrieved employee under the grievance procedure.
- B. **Union Representative Leave of Absence.**
1. Pursuant to Government Code Section 3505.3, the City shall allow the employee Stewards a reasonable time off without loss of compensation or other benefits when they are participating in any one of the following activities:
    - (a) Formally meeting and conferring with representatives of the City on matters within the scope of representation;
    - (b) Testifying or appearing as the designated representative of the Union in conferences, hearings, or other proceedings before the Public Employment Relations Board (PERB), or an agent thereof, in matters relating to a charge filed by the Union against the City or by the City against the Union; and
    - (c) Testifying or appearing as the designated representative of the Union in matters before a personnel or merit commission.
  2. Pursuant to Government Code Section 3558.8, the City shall grant to employee Stewards, upon written request of the Union, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as Stewards or representatives or officers of the exclusive representative, or of any statewide or national employee organization with which the Union is affiliated.
    - (a) The Union shall reimburse the City for all compensation paid to the employee on leave. Reimbursement by the Union shall be made on or before thirty (30) days after receipt of the City's certifications of payment of compensation to the employee.
    - (b) At the conclusion of termination of leave granted under this Section, the employee shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.
    - (c) The Union has no obligation to use leave under this Section for an employee and may terminate that leave at any time, for any reason. The City reserves the right

to recall any employee on leave pursuant to these sections due to an emergency.

3. **Compensation.** Compensation for release time shall not exceed the employee Steward's standard schedule of hours per day and shall not include compensation for overtime. Compensation shall include retirement fund contributions required of the City as an employer. The employee shall earn full service credit during the leave of absence and shall pay his or her member contributions. The leave of absence without loss of compensation or other benefits provided for by this Section is in addition to the release time without loss of compensation or other benefits granted to representatives of the Union under applicable laws of this MOU.
4. **Written Notice.** Pursuant to Government Code Sections 3505.3 and 3558.5, for leave requests for three consecutive days or less, the Union shall submit a written request to the employee Steward's Department Head at least seven (7) days in advance of the requested leave of absence. For leave requests of greater than three (3) consecutive days, the Union shall submit their written request at least thirty (30) calendar days in advance of the requested leave of absence. The written request shall include the purpose, dates, and duration of the requested leave.
5. **Approval or Denial of Leave.** A request for leave of absence may be granted on a full-time, part-time, periodic, or intermittent basis and will be approved if it does not substantially interfere with the performance of City services and operations. If leave is denied, the Department Head shall provide the Union with written notification of the reasons why the requested leave is denied. If granting the requested leave would create an operational hardship for the City, the parties agree to meet and confer regarding the requested leave in order to identify mutually acceptable alternative dates or amount of leave.
6. **Reporting.** The Union or the employee shall be required to execute any payroll forms, certifications of time, or other documents as required by the City to ensure that the time reporting is accurate, and that the employee is performing the duties of a Steward, officer, or representative of the Union during all reported working hours.
7. **Indemnification.** The City shall not be liable for an act or omission of, or an injury suffered by an employee of the City if that act, omission, or injury occurs during the course and scope of the employee's leave under this Section to work for the Union. If the City is held liable for such an act, omission, or injury, the Union shall indemnify and hold harmless the City.

## ARTICLE 7. MANAGEMENT RIGHTS

- A. It is understood and agreed that the City reserves and retains all of its inherent managerial rights, powers, functions, and authorities, unless and only to the extent that the provisions of this MOU specifically modify or limit such rights, powers, functions, and authority. The right of an employee to grieve the practical consequences of City decisions on wages, hours, and other terms and conditions of employment shall not be abridged.
- B. Department Supervisors are authorized to assign normal and alternative work schedules to their employees, including for examples such schedules as 5/40, 9/72.5, 9/80, 4/10, or variations

thereof. Any change between work schedules shall require thirty (30) calendar days' notice to the affected employee.

C. **Agreed Subjects Outside of Bargaining.** The parties hereto agree that the City shall have the right to unilaterally make decisions on all subjects that are outside the scope of bargaining. Those subjects agreed to by the parties to be outside the scope of bargaining shall include, but are not limited to, the following:

1. Determine issues of policy and make management decisions;
2. Take any and all necessary action to carry out the mission of the City in emergencies;
3. Determine the mission of the City's constituent departments, divisions, boards, commissions, and committees;
4. Determine the existence or nonexistence of facts which are the basis of any management decision;
5. Determine the necessity, organization or level of any service or activity conducted by the City and to expand or diminish such services or activities;
6. Determine the nature, manner, methods, technology, means, and size of the work force by which City operations are to be conducted;
7. Determine and/or establish types of equipment or technology to be used;
8. Determine and/or change the facilities, methods, technology, means, and size of the work force by which City operations are to be conducted provided that, the City shall comply with its statutory obligation, if any, to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;
9. Determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions;
10. Determine policies, procedures, and standards pertaining to City operations and activities;
11. Determine and/or establish methods of financing;
12. Hire, transfer, promote, and demote Unit members for non-disciplinary reasons, in accordance with this MOU and the City Personnel Rules and Regulations;
13. Determine the need and use of personnel information for Unit members and the means by which the information is to be provided, with Unit members retaining their rights to privacy as provided by law;
14. Determine and/or modify Unit member job qualifications and/or classifications provided that, the City shall comply with its statutory obligation, if any, to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;
15. Determine and/or change work assignments for Unit members in accordance with requirements as determined by the City provided that, the City shall comply with its statutory obligation, if any, to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;

16. Determine Unit member performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;
17. Relieve Unit members from duties for lack of work or similar non-disciplinary reasons;
18. Discharge, suspend, demote, or otherwise discipline Unit members for proper cause, subject to Unit member's appropriate rights of appeal; and
19. Determine and promulgate and/or modify rules regulations to maintain order and safety in the City which are not in contravention with this MOU.

## ARTICLE 8. SALARY

- A. Effective the first full payroll period after July 1, 2021 or the first full payroll period after City Council approval of a tentative agreement and/or an MOU, whichever occurs later, all represented employees still on payroll at that time shall receive a three percent (3%) total salary increase based upon the employee's regular base pay determined as of June 30, 2021.
- B. Effective the first full payroll period after July 1, 2022, all represented employees still on payroll at that time shall receive a two percent (2%) total salary increase based upon the employee's regular base pay determined as of June 30, 2022.
- C. Effective the first full payroll period after July 1, 2023, all represented employees still on payroll at that time shall receive a two percent (2%) total salary increase based upon the employee's regular base pay determined as of June 30, 2023.

## ARTICLE 9. HEALTH INSURANCE

- A. Effective the first full payroll period after July 1, 2021 or the first full payroll period after City Council approval of a tentative agreement and/or an MOU, whichever occurs later, the City's monthly contribution to employees' health insurance premiums will be adjusted to match the CalPERS Kaiser Region 3 premium rate. The 2021 CalPERS Kaiser Region 3 premium rate is six hundred seventy dollars (\$670.00) per month.
- B. Effective January 1, 2022, January 1, 2023, and January 1, 2024 only, the City's contribution to the health insurance premium will be adjusted, up or down, to match the CalPERS Kaiser Region 3 premium rate.

## ARTICLE 10. HOLIDAYS

- A. All full-time Unit members shall receive the following designated holidays. If any of the following holidays fall on a Friday or Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. For any holiday that falls on a Sunday, the City Manager shall have discretion as to whether that holiday will be observed on the following Monday. Employees entitled to holidays shall be paid the equivalent of the employee's one workday of compensation for the holiday.

1	New Year’s Day	January 1
2	Martin Luther King Jr. Day	Third Monday in January
3	President’s Day	Third Monday in February
4	Cesar Chavez Day	March 31
5	Memorial Day	Last Monday in May
6	Independence Day	July 4
7	Labor Day	First Monday in September
8	Veteran’s Day	Second Monday in November
9	Thanksgiving Day	Fourth Thursday in November
10	Day after Thanksgiving Day	Fourth Friday in November
11	Christmas Eve	December 24
12	Christmas Day	December 25
13	New Year’s Eve	December 31

- B. **Floating Holidays.** All full-time unit members shall receive two (2) floating holidays per calendar year in addition to any other vacation leave an employee has accrued. Employees entitled to floating holidays shall be paid the equivalent of the employee's one workday of compensation for the floating holiday. Floating holidays must be used by the end of the corresponding calendar year. Any floating holiday hours not used by the end of the calendar year will be cashed out and included in the first pay period in January.

If the City elects to shut down for the week of the Christmas Holiday, employees may elect to use their floating holidays or any other available time to cover the remaining days of the Holiday week.

## ARTICLE II. OVERTIME

- A. **Rest Period.** An employee who works sixteen (16) consecutive hours shall earn an eight (8) hour rest period.  
  
An employee shall be compensated at his/her regular rate of pay for all regularly scheduled work time, which falls while that employee is off on his/her rest period.
- B. **Overtime.** Overtime is all hours an employee actually works over forty (40) in his or her regular workweek as defined by the Fair Labor Standards Act ("FLSA"). Overtime is compensated at time and one-half (1.5) the employee's regular rate of pay as defined by the FLSA. Only actual hours worked will be counted toward the forty (40) hour threshold for purposes of calculating FLSA overtime pay.
- C. **Non-Exempt Overtime.** Non-exempt employees are not permitted to work overtime except as the department director authorizes or directs. Non-exempt employees directed to work overtime must do so. Working overtime without advance approval is grounds for discipline.
- D. **Notice.** For planning purposes, the City will endeavor to provide seven (7) days' notice of the need to work overtime to employees for non-emergency recurring events.

## ARTICLE 12. NO STRIKE/NO LOCKOUT PLEDGE

- A. **Employee Organization Prohibited Conduct.** The Union, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause, participate in, or condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services.
- B. **City Prohibited Conduct.** The City agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this MOU or applicable ordinance or law.
- C. **Employee Organization Responsibility.** In the event that the Union, its officers, agents, representatives, and/or members engage in any of the conduct prohibited herein, the Union shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and require that all such persons immediately cease engaging in conduct prohibited in herein and return to work. If the Union acts in good faith to meet its responsibilities as set forth above, then the Union, its officers, agents, representatives, and its members shall not be liable for any damages for prohibited conduct engaged in by any Unit members who are covered by this MOU.
- D. **City Rights.** The City shall have the right to file an unfair practice charge through Public Employee Relations Board (PERB) or bring suit for damages, rescission of this MOU, and/or equitable relief in a court of competent jurisdiction for breach of this Article against the Union, its officers, agents, representatives, or members.

## ARTICLE 13. DISCIPLINE PROCEDURES

- A. **Causes for Discipline.** Employees may be disciplined for, including but not limited to, any of the following causes of discipline:
1. Violation of any department rule, City policy or City regulation, ordinance, or resolution;
  2. Absence without authorized leave;
  3. Excessive absenteeism and/or tardiness as defined by the employee's department head, and/or these Policies;
  4. Use of disability leave in a manner not authorized or provided for pursuant to the disability leave policy or other policies of the City;
  5. Making any false statement, omission, or misrepresentation of a material fact;
  6. Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;
  7. Unsatisfactory job performance as documented in accordance with the City's Employee Performance Evaluation policy in the City's Personnel Rules;
  8. Inefficiency as documented in accordance with the City's Employee Performance Evaluation Policy in the City's Personnel Rules;

9. Malfeasance or misconduct, which shall be deemed to include, but shall not be limited to, the following acts or omissions: the damaging of City property, equipment, or vehicles, or the waste of City supplies through negligence or misconduct;
10. Insubordination, or insulting or demeaning the authority of a supervisor or manager;
11. Dishonesty;
12. Theft;
13. Violation of the City's or a department's confidentiality policies, or disclosure of confidential City information to any unauthorized person or entity;
14. Misuse or unauthorized use of any City property, including, but not limited to, physical property, tools, equipment, City communication systems, City vehicles or Intellectual Property;
15. Mishandling of public funds;
16. Falsifying any City record;
17. Discourteous treatment of the public or other employees as documented in accordance with the City's Employee Performance Evaluation Policy in the City's Personnel Rules;
18. Failure to cooperate with employee's supervisor or fellow employees;
19. Violation of the City's Drug-Free Workplace Policy;
20. Violation of the City's Policy Against Harassment, Discrimination and Retaliation;
21. Violation of the City's Workplace Security Policy;
22. Unapproved outside employment or activity that violates the City's policy, or other enterprise that constitutes a conflict of interest with service to the City;
23. Any conduct that impairs, disrupts, or causes discredit to the City, the employee's City employment, to the public service, or other employees' employment;
24. Failure to comply with Cal-OSHA Safety Standards and City safety policies;
25. Altering, falsifying, and tampering with time records, or recording time on another employee's time record; or
26. Working overtime without prior authorization or refusing to work assigned overtime;
27. Carrying firearms or other dangerous weapons; and
28. Violations of Title XXII (for Child Care Employees).

B. **Types of Discipline.** The following are types of discipline which the City may impose on all employees.

1. The following types of discipline are not subject to appeal or any due process protections:
  - (a) **Oral Reprimands.** An oral reprimand should include the performance the employee is to take in the future and consequences for failure to correct the problem for which the employee is being warned.
  - (b) **Written Reprimand.** In the event that an employee should need more than an Oral Reprimand, the employee may be issued a Written Reprimand through the filing of an Employee Warning/Incident Report. This report is placed in the

employee's personnel file and a copy given to the employee with a complete statement regarding reason for such warning. A third warning given for the same reason constitutes cause for dismissal. A Written Reprimand may not be appealed under this policy, but dismissal is subject to appeal.

- (c) As used herein, oral and written reprimands include negative performance evaluations and performance improvement plans and are not appealable or subject to any due process protections.
  2. The following types of discipline are subject to prior written notice and may be appealed:
    - (a) **Suspension Without Pay.** The City may suspend an employee from his/her position without pay for up to thirty (30) calendar days for cause. Documents related to a suspension shall become part of the employee's personnel file when the suspension is final.
    - (b) **Reduction in Pay.** The City may reduce an employee's pay for cause. A reduction in pay for disciplinary purposes may take one of two forms:
      - (i) a decrease in salary to a lower step within the salary range, or
      - (ii) a decrease in salary paid to an employee for a fixed period of time. Documents related to a reduction in pay shall become part of the employee's personnel file when the reduction in pay is final.
  3. **Demotion.** The City may demote an employee from his or her position for cause. Documents related to a demotion shall become part of the employee's personnel file when the demotion is final.
  4. **Dismissal.** The City may dismiss an employee from his or her position for cause. Documents related to the dismissal shall become a part of an employee's personnel file when the dismissal is final.
- C. **Discipline Procedures.** The following discipline procedures shall not apply to the City's at-will employees. In addition, all probationary employees are at-will. Accordingly, at-will employees may be terminated with or without cause and with or without advance notice.
1. The following discipline procedure shall only apply in the case of a disciplinary action of suspension without pay, reduction in pay, demotion, or dismissal.
    - (a) **Pre-Disciplinary "Skelly" Notice to Employee.** Written notice of the intended action shall be given to the employee setting forth the following information:
      - (b) Grounds for discipline;
      - (c) Act or omission giving rise to intended discipline;
      - (d) Effective date for intended discipline;
      - (e) All documents or records considered in proposing the intended discipline;
      - (f) The time and date by which the employee can respond; and
      - (g) Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to the final discipline being imposed.
  2. **Response by Employee and Skelly Meeting.** If the employee requests a meeting to respond orally to the charge(s), the disciplining authority shall conduct an informal

meeting with the employee, at which the employee has an opportunity to rebut the charges against him or her and present any mitigating circumstances or materials. The disciplining authority will consider the employee's presentation before taking any final disciplinary action.

3. **Final Notice of Discipline to Employee.** In the case of disciplinary action of suspension, reduction in pay, demotion or dismissal, the disciplining authority shall issue a final notice of discipline to be implemented which shall include where appropriate:
  - (a) the level of discipline to be imposed and the effective date of the discipline;
  - (b) the specific charges upon which the discipline is based, including the act or omission giving rise to the discipline;
  - (c) all documents or records upon which the discipline is based not previously provided; and
  - (d) a statement of the nature of the employee's right to appeal.
4. **Discipline Appeal Procedures.** The following discipline appeal procedures shall not apply to the City's at-will employees. Accordingly, at-will employees may be terminated with or without cause and with or without advance notice.
  - (a) The following discipline appeal procedure shall only apply in the case of a disciplinary action of suspension without pay, reduction in pay, demotion, or dismissal.
  - (b) **Request for Appeal Hearing.** An employee who receives a Final Notice of Discipline shall have ten (10) working days from receipt of the Notice to file with the City Manager a written request signed by the employee for an appeal hearing stating the grounds for the appeal. Failure to file such a request within the aforementioned time frame will result in the employee having waived his/her right to an appeal hearing and appeal of the discipline.
  - (c) **Hearing Officer.** The appeal hearing officer shall be the City Manager or his or her designee.
    - (i) In cases where the City Manager is the disciplining authority, the City Manager shall not be the appeal hearing officer nor shall the City Manager participate in the designation of the hearing officer. In such cases, the City Council shall designate the hearing officer.
  - (d) **Hearing Date.** After the selection of a hearing officer, a date shall be selected by the hearing officer for the hearing. The employee shall be notified in writing at least ten (10) working days prior to the hearing of the scheduled date.
  - (e) **Prehearing Notice of Witnesses.** Five (5) working days prior to a hearing, each party shall identify to the opposing party all witnesses and documents which the party disclosing the information intends to use at the hearing. Failure to disclose a witness or document shall require its exclusion from the hearing.
  - (f) **Hearing Closed.** The hearing shall be a closed hearing unless the employee requests in writing five (5) working days prior to the hearing that the hearing be open to the public.

- (g) **Record of Hearing.** The hearing shall be recorded, either electronically or by a court reporter, at the option of the City.
- (h) **Subpoenas.** Upon the request of either party, and upon his/her own motion, the hearing officer shall have the power to issue subpoenas to compel attendance at any disciplinary appeal hearing. Each party is responsible for serving his/her own subpoenas. The appealing employee shall not be required to subpoena City employees, but rather must provide five (5) days' notice before the hearing begins to the hearing officer of the request to have the employees appear.
- (i) **Employee Appearance.** The employee shall appear personally before the hearing officer at the time and place set for the disciplinary appeal hearing. The employee may be represented by any person he or she may select.

5. **Conduct at the Hearing.**

- (a) All testimony shall be by oath or affirmation.
- (b) The conduct and decorum of the hearing shall be under the control of the hearing officer.
- (c) Direct and cross-examination of witnesses shall be permitted.
- (d) Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determining the truth.
- (e) The quantum of proof to be applied by the hearing officer shall be a preponderance of the evidence.
- (f) The hearing officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of these rules or City Council resolution bearing upon the matter.

6. **Decision.** Within forty-five (45) days of the conclusion of the hearing, the hearing officer shall make findings and a final administrative decision with reference to the discipline imposed. In doing so, the hearing officer's findings and recommendations must address all charges and shall articulate reasoning which bridges the analytical gap between the evidence and the findings/recommendations.

- (a) The decision of the hearing officer is final except for judicial review pursuant to Code of Civil Procedure §1094.5. There is no process for reconsideration.
- (b) A copy of the decision shall be sent by mail method that verifies delivery to the last known address of the employee. It shall be the responsibility of the employee to inform the City of his/her address.

D. **Challenge by Writ.** Pursuant to Code of Civil Procedure Section 1094.6, the parties have ninety (90) days from the date of the proof of service of mailing of the written findings and decision to appeal the City's decision on the appeal to the Superior Court in and for the County of San Bernardino.

## ARTICLE 14. GRIEVANCE PROCEDURES

- A. **Grievance.** A grievance is an alleged violation of a specific provision of this MOU, or the City's Personnel Rules, but shall not apply to any forms of discipline or disciplinary appeal.
- B. **Step I: Informal Discussion with Supervisor.** The employee shall, within ten (10) working days of the event or action being grieved, or by reasonable diligence should have known of the condition upon which a grievance may be based, first attempt to resolve the grievance informally through discussion with his/her immediate supervisor in order to, in good faith, endeavor to clarify the matter expeditiously and informally at the employee-supervisor level.
- C. **Step II: Department Head.** If the employee believes that the grievance has not been resolved through Step I, the employee may file written grievance with his/her Department Head. Such appeal must be filed within ten (10) working days of when the informal discussion took place between the employee and his or her supervisor. The grievance must provide the specific rule(s) alleged to have been violated, a description of the facts upon which the grievance is based and must be signed by the grievant. The Department Head shall consider and discuss the grievance with the grievant and the grievant's designated representative as he/she deems appropriate, and shall, within fifteen (15) working days of receipt of the written grievance, submit his/her decision in writing to the grievant.
- D. **Step III: City Manager.** If the employee believes that the grievance has not been resolved through Step II, the employee may appeal the grievance decision of the Department Head with the City Manager within ten (10) working days of the Department Head response or, in the absence of such response, within ten (10) working days of the expiration of the time within which the Department head is required to provide a response. The appeal must be in writing and provide the specific rule(s) alleged to have been violated, a description of the facts upon which the grievance is based and must be signed by the grievant. The City Manager shall consider and discuss the grievance with the grievant and the grievant's designated representative as he/she deems appropriate, and shall, within ten (10) calendar days of receipt of the written grievance, submit his/her decision in writing to the grievant. The decision of the City Manager shall be final.
- E. **Time Limits.** Failure of the City to comply with the time limits of the grievance procedure specified above shall be deemed a denial of the grievance by the City and entitle the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedure specified above shall terminate the grievance and constitute a waiver and abandonment of the grievance by the employee. The parties may extend time limits by mutual written agreement in advance of the time limit deadline.
- F. **Representation.** An employee may request representation of his or her choice at any stage of the grievance procedure.
1. The grievant and designated representative shall receive release time for the purpose of representing the grievant at any step. For purposes of this section, representation includes reasonable preparation and consultation.
  2. The only limit on the grievant's representation is that there may be only one (1) other person from the bargaining unit on paid status. Representation shall not inordinately interfere with the normal course of City business.
- G. **Self-Representation.** In the event a grievant elects to exercise the right to self-representation, and objects to the attendance of a representative, such individuals shall be excluded; provided,

however, representatives of the Union will have certain rights of access to the records of the grievance proceeding. This right of access is provided in recognition of the Union's interest in effective representation of its members.

1. Accordingly, the City of Grand Terrace shall provide the Union access to:
    - (a) Information concerning the nature of the grievance.
    - (b) Any procedures utilized during the course of the grievance proceeding.
    - (c) The results of the grievance proceeding, including any discipline imposed.
  2. However, in order to recognize the personal privacy interests of employees, the City shall delete from the grievance record:
    - (a) The name of the employee filing the grievance.
    - (b) The employee's social security number, address, and telephone number.
    - (c) Any other personal information protected under right of privacy.
- H. **Freedom From Reprisal.** No grievant shall be subject to coercion, discrimination, reprisal, or disciplinary action for discussing a complaint or grievance with his or her immediate supervisor, or for the good faith filing of a grievance.

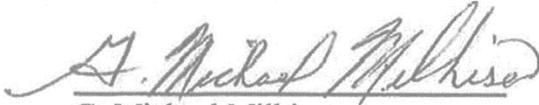
## ARTICLE 15. SAVINGS CLAUSE

Should any portion, word, clause, phrase, sentence, paragraph, or provision of this MOU be declared void or unenforceable by a court of competent jurisdiction, such portion shall be considered independent and severable from the remainder of this MOU, the validity of which shall remain unaffected.

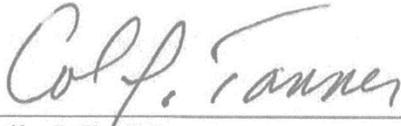
# SIGNATURES

It is agreed this MOU shall not be binding upon the parties, either in whole or in part, unless and until ratified by Teamsters and executed by its representatives along with City labor representatives and then approved and adopted by the City of Grand Terrace City Council.

## CITY OF GRAND TERRACE



G. Michael Milhiser  
Interim City Manager



Colin J. Tanner  
Chief Negotiator

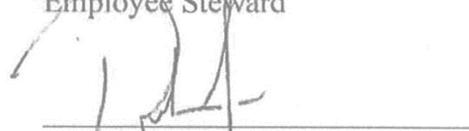
## TEAMSTERS LOCAL 1932



Juan Delgado  
Business Agent



Luis Gardea  
Employee Steward



Ruben Montano  
Employee Steward

## EXHIBIT A

## CITY OF GRAND TERRACE

## TEAMSTERS SALARY SCHEDULE

## EFFECTIVE FIRST FULL PAY PERIOD FOLLOWING AUGUST 21, 2021

Classification	Step A Hourly	Step B Hourly	Step C Hourly	Step D Hourly	Step E Hourly
Building Permit Technician	22.18	23.29	24.46	25.68	26.96
Bus Driver	16.55	17.38	18.25	19.16	20.12
Code Enforcement – Animal Control Officer	25.67	26.96	28.31	29.72	31.21
Code Enforcement – Animal Control Specialist	22.18	23.29	24.46	25.68	26.96
Department Secretary	19.16	20.12	21.13	22.18	23.29
Finance Technician	18.25	19.17	20.12	21.13	22.19
Human Resources Technician	21.12	22.18	23.29	24.45	25.68
Maintenance Crew Lead	20.12	21.13	22.18	23.29	24.46
Maintenance Worker I	15.01	15.76	16.55	17.38	18.25
Maintenance Worker II	16.55	17.38	18.25	19.16	20.12
Office Assistant	13.62	14.30	15.01	15.76	16.55
Office Specialist	15.01	15.76	16.55	17.38	18.25
Planning Technician	20.12	21.13	22.18	23.29	24.46
Senior Finance Technician	21.12	22.18	23.29	24.45	25.68



## **“WEINGARTEN RIGHTS”**

An employee who reasonably believes that an investigatory interview could lead to discipline is entitled to as 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.