

# MEMORANDUM OF UNDERSTANDING

BETWEEN  
CITY OF HESPERIA  
AND  
TEAMSTERS, LOCAL NO. 1932

EFFECTIVE:  
FEBRUARY 1, 2022  
THROUGH  
JANUARY 31, 2024





# TABLE OF CONTENTS

Article:	Section Name:	Page #:
FORWARD..... 1		
PREAMBLE ..... 1		
<b><u>GENERAL PROVISIONS</u></b>		
Article 1	Recognition .....	1
Article 2	Classifications .....	2
Article 3	Implementation .....	2
Article 4	Duration and Implementation .....	2
Article 5	City Rights .....	2
Article 6	Employee Rights .....	3
Article 7	Teamsters Local 1932 Rights .....	3
Article 8	Teamsters Local 1932 Membership .....	4
Article 9	Non-Discrimination Clause .....	5
<b><u>WORKING CONDITIONS</u></b>		
Article 10	Alternative Work Schedules and Adjusted Workweeks .....	5
Article 11	Rest Periods .....	7
Article 12	Late Starts .....	7
<b><u>COMPENSATION</u></b>		
Article 13	Salary Ranges .....	7
Article 14	Overtime .....	8
Article 15	Uniforms and Boot Reimbursement .....	10
Article 16	Working out of Classification .....	11
Article 17	Bilingual Pay .....	12
Article 18	Tuition Reimbursement/Certification .....	12
<b><u>BENEFITS</u></b>		
Article 19	CalPERS Retirement Plan .....	15
Article 20	Health Insurance .....	15
Article 21	Dental Insurance .....	18
Article 22	Optical Insurance .....	18
Article 23	Life Insurance .....	18
Article 24	IRS 125 Plan .....	18
Article 25	Short Term/Long Term Disability .....	18
Article 26	Employee Assistance Program .....	18

Article:            Section Name:..... Page #:

Article 27	Other Deductions .....	19
------------	------------------------	----

### **LEAVES OF ABSENCE**

Article 28	Holidays .....	19
Article 29	Vacation/Vacation Buy Back .....	20
Article 30	Sick Leave/Sick Leave Notification .....	20
Article 31	Bereavement Leave .....	21
Article 32	Worker's Compensation .....	21
Article 33	Jury Duty .....	21
Article 34	Leave Without Pay .....	21
Article 35	Catastrophic Leave .....	22
Article 36	Benefit Amendment Clause .....	22

### **EMPLOYEE/EMPLOYER RELATIONS**

Article 37	Employee/Employer Relations .....	22
Article 38	Promotions and Probationary Period .....	22
Article 39	Personnel Files .....	23
Article 40	Disciplinary Appeals .....	23
Article 41	No Strike/No Lockout .....	26
Article 42	Layoffs .....	26
Article 43	Performance Evaluations .....	28

### **OTHER POLICIES**

Article 44	Outside Employment .....	28
Article 45	Smoking .....	28
Article 46	Prevailing Benefits .....	28
Article 47	Provisions of Law .....	28
Article 48	Sole and Entire Memorandum of Understanding .....	28
Article 49	Emergency Waiver .....	29
Article 50	Waiver .....	29
Approvals	City, Teamsters Local 1932, City Council .....	30
Weingarten Rights .....		Back Cover

**MEMORANDUM OF UNDERSTANDING  
THE CITY OF HESPERIA  
AND  
TEAMSTERS LOCAL 1932  
EFFECTIVE FEBRUARY 1, 2022 THROUGH JANUARY 31, 2024**

**FOREWORD**

This Memorandum of Understanding is made and entered into between designated management representatives of the City of Hesperia (hereinafter referred to as the "CITY"), and the designated representatives of the Teamsters Local 1932 (hereinafter referred to as "Teamsters Union").

**PREAMBLE**

It is the purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") to promote and provide for harmonious relations, cooperation, and understanding between the City Management representatives and the general employees covered under this MOU, to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the agreement of the parties reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment of the employees covered under this MOU.

**GENERAL PROVISIONS**

**ARTICLE 1: RECOGNITION**

The City of Hesperia recognizes Teamsters Union as the exclusive majority representative for all classifications in this unit, as set forth below:

Account Clerk	Receptionist
Animal Control Officer	Registered Veterinary Technician
Animal Care Technician	Senior Account Clerk
Building Inspector	Senior Animal Control Technician
Code Enforcement Officer	Senior Animal Control Officer
Community Development Technician	Senior Customer Service Representative
Custodian	Senior Maintenance Worker
Customer Service Representative	Senior Custodian
Engineering Aide	Senior Maintenance Worker/Water
Engineering Technician	Senior Pump Maintenance Worker
Equipment Operator	Senior Pump Operator
Equipment Operator/Water	Senior Warehouse Technician
Facilities Maintenance Technician	Utility Line Locator
Maintenance Worker	Warehouse Technician
Maintenance Worker/Water	Water Conservation Specialist
Meter Reader	Water Quality Specialist
Pump Maintenance Worker	Water Quality Technician
Pump Operator	Water Resources Specialist

## **ARTICLE 2: CLASSIFICATIONS**

The City shall not create a new classification or reclassify Teamsters Union represented employees for the purposes of diminishing Teamsters Union representation. Unless the newly classified position would otherwise be outside of the unit (such as a supervisory, management or professional classification) the newly classified position will remain part of Teamsters Union.

## **ARTICLE 3: IMPLEMENTATION**

This MOU constitutes a recommendation to be submitted to the City Council and the membership of Teamsters Union. It is agreed that this MOU shall not be binding upon the parties either in whole or in part unless and until the City Council acts, by majority vote, formally to approve and adopt said MOU and the membership of Teamsters Union approves the MOU.

## **ARTICLE 4: DURATION, IMPLEMENTATION AND RE-OPENERS**

This MOU shall, upon ratification by both parties, become effective February 1, 2022 and remain in full force and effect up to and including January 31, 2024. However, if a successor MOU is not negotiated by January 31, 2024, this MOU shall remain in force until a successor MOU is negotiated or the impasse process for a successor MOU has been concluded.

## **ARTICLE 5: CITY RIGHTS**

The City reserves, retains and is vested with, solely and exclusively, all rights of management which are not expressly abridged by law to manage the City. The City may exercise its management rights unilaterally without the obligation to meet and confer on the decision to exercise such rights. The sole and exclusive rights of management shall include, but not be limited to, the following:

- A. To manage the City generally and to determine all issues of policy;
- B. To determine the existence or nonexistence of facts which are the basis of management decisions;
- C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish such services;
- D. To determine the nature, manner, means and technology and extent of services to be provided to the public;
- E. To determine methods of financing;
- F. To select types of equipment or technology to be used;
- G. To determine and/or change the facility, methods, technological means, and size of the workforce by which City operations are to be conducted;
- H. To determine and change the number of locations, relocation and type of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City;
- I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice and in accordance with City Personnel Rules and the Memoranda of Understanding;
- J. To relieve employees from duties for lack of work, funds, or similar non-disciplinary reasons;
- K. To determine and modify productivity and performance programs and standards;

- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause;
- M. To determine job classifications and to reclassify employees in accordance with City Personnel Rules and applicable resolutions and ordinances of the City;
- N. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with City Personnel Rules and applicable ordinances and resolutions of the City;
- O. To determine and administer policies, procedures and standards for selection, training, and promotion of employees in accordance with City Personnel Rules and applicable resolutions and ordinances of the City;
- P. To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith;
- Q. To take any and all necessary action to carry out the functions of the City in emergencies.

## **ARTICLE 6: EMPLOYEE RIGHTS**

- A. Employees of the City shall have the right to form, join and participate in the activities of Teamsters Union for the purpose of representation on all matters of Employer-Employee Relations, including but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations, but will be required to pay a service fee, or hold conscientious objection status, pursuant to Article 8 herein, if they do not become Teamsters Union members.
- B. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City, Teamsters Union, or other employee organization(s) because of the exercise of his/her rights under this Article.
- C. The City shall afford employees the procedural due process safeguards as set out in the Personnel Rules and Regulations and this MOU. An employee shall have the right of Teamsters Union representation when the employee reasonably anticipates that such a meeting is for the purpose of disciplining the employee or is to obtain facts to support disciplinary action.

## **ARTICLE 7: TEAMSTERS LOCAL 1932 RIGHTS**

- A. The City recognizes the rights of Teamsters Union to govern its internal affairs.
- B. The City agrees to include a Teamsters Union "Information Packet" in the orientation packet for newly hired employees in positions represented by Teamsters Union. The City and Teamsters Union agree that the purpose of the "Information Packet" is to familiarize new employees with the operations and benefits of Teamsters Union. All costs associated with preparing the "Information Packet" shall be borne by Teamsters Union. Teamsters Union agrees to indemnify and hold the City harmless for any disputes between employees represented by Teamsters Union arising out of information contained in the "Information Packet." Prior to distribution, the "Information Packet" must be approved by the City. Teamsters Local 1932 representatives shall be notified at least ten (10) days prior, or as soon as is practical, to participate in a new employee orientation on City time for the sole purpose of providing information regarding Teamsters Local 1932 membership. This participation shall be mandatory and without the presence of the City or its representatives and shall be for thirty (30) minutes during New Employee Orientation.
- C. The City will furnish a reasonable portion of existing bulletin board space or allow Teamsters Union to install a bulletin board for notices of Teamsters Union. Only areas designated by the appointing authority may be used for posting of notices. Posted notices shall not be obscene, defamatory, or of a political nature nor shall they pertain to public issues which do not involve the City or its relations with City employees. All notices to be posted must be dated and signed by an authorized representative of Teamsters Union, with

a copy to be submitted to the City Manager. City equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by City employees during their regular work time.

- D. The City agrees to provide Teamsters Union with a quarterly listing of names, departments, classifications, and addresses of employees in classifications represented by Teamsters Union. Names, departments, classifications, and addresses provided will reflect the most current data on file with the Management Services Department, Human Resources/Risk Management Division, as of the date the list is prepared. These quarterly listings will identify separated and new hire employees separately.

Within one (1) week of starting work, the Human Resources/Risk Management Division will notify a Teamsters Union designated representative at City Hall of the name, job title, and department of each new hire. This will allow a Teamsters Union representative to contact the new employee and offer to meet with them during a break, lunchtime, before or after work, to answer any questions the new employee may have about Teamsters Union membership and benefits.

- E. The parties recognize and agree that in order to maintain good employee relations, it is necessary for representatives of Teamsters Union to confer with City employees during working hours. Teamsters Union shall provide and maintain with the City a current list of the names of all authorized representatives of the Teamsters Union. An authorized representative shall not enter any work location without the consent of the Department Head or his/her designee or the City Manager or his/her designee. The Department Head or his/her designee shall have the right to make arrangements for a contact location removed from the work area of the employee. Management shall not unreasonably deny access.
- F. Teamsters Union will be granted permission to use City facilities for the purpose of meeting with employees to conduct its internal affairs provided space for such meetings can be made available without interfering with City needs. Permission to use City facilities must be obtained by Teamsters Union from the appropriate appointing authority. Teamsters Union shall be held fully responsible for any damages to and the security of any City facilities that are used by Teamsters Union. No City vehicles, equipment, time, or supplies may be used in connection with any activity of Teamsters Union, except as may be otherwise provided in this Agreement.
- G. The City agrees to allow City time for Teamsters Union employee representative meetings if they do not disrupt City operations. The employee representative meetings will be every other month for one (1) hour around lunchtime, so travel time is minimized. There are approximately seven (7) employee representatives related to City Department/Divisions. Supervisors must be informed at least three (3) days before the meetings, and if City operations will be disrupted, the employee representative meeting needs to be rescheduled.

## **ARTICLE 8: TEAMSTERS LOCAL 1932 MEMBERSHIP**

Each fiscal year, Teamsters Union shall inform the City in writing of the membership dues per month (prorated from the date an employee joins the Teamsters Union). Employees may authorize the deduction of the dues from payroll or may pay the amounts directly to Teamsters Union.

Dues withheld by the City shall be transmitted to the Teamsters Union Officer designated in writing by Teamsters Union as the person authorized to receive such funds, at the address specified.

The City shall not be obligated to put into effect any new, changed, or discontinued deduction until a Teamsters Union certifies that it has in its possession a valid dues authorization card, and such certification is submitted to the Management Services Department in sufficient time to permit normal processing of the change or deduction.

Teamsters Union shall be fully responsible for expending funds received under this Article consistent with all legal requirements for expenditures of employee dues, which are applicable to public sector labor organizations.



Teamsters Union hereby agrees to defend, indemnify, and hold harmless the City and its officers and employees from any claim, loss, liability, or cause of action of any nature whatsoever arising out of the operation of this Article.

Teamsters Union's indemnity and liability obligation is more fully set forth as follows:

Teamsters Union shall defend, indemnify, and hold harmless the City and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding or claim, Teamsters Union shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit, or judgment made or brought against the City or its officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried, or appealed. Any such decision on the part of Teamsters Union shall not diminish Teamsters Union's defense and/or indemnification obligations under this Agreement.

The City, immediately upon receipt of notice of such claim, proceeding or legal action shall inform Teamsters Union of such action, provide Teamsters Union with all information, documents, and assistance necessary for Teamsters Union defense or settlement of such action, and fully cooperate with Teamsters Union in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by Teamsters Union.

Teamsters Union, upon its compromise or settlement of such action or matter, shall immediately pay the parties to such action all sums due under such settlement or compromise. Teamsters Union, upon final order and judgment of a court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

## **ARTICLE 9: NON-DISCRIMINATION CLAUSE**

No person shall in any way be favored or discriminated against, by either the City or Teamsters Union to the extent prohibited by law because of political opinion or affiliation, race, color, religion, sex, sexual orientation, marital status, age, national origin, veteran status, medical condition, or physical or mental disability or other protected classifications. This affects decisions including, but not limited to, an employee's compensation, benefits, terms and conditions of employment, opportunities for promotion, training and development, transfer, and other privileges of employment.

The City is committed to providing ongoing training to all employees on the subjects of equal employment, non-discrimination, and cultural awareness.

## **WORKING CONDITIONS**

### **ARTICLE 10: ALTERNATIVE WORK SCHEDULES AND ADJUSTED WORKWEEKS**

#### **A. Alternative Work Schedules**

The City instituted a 9/80 workweek effective January 1996.

Employees may switch to a 4/10 workweek on a seasonal basis and for temporary periods of time to meet particular work needs. At the end of such periods, the employees shall revert to a 9/80 schedule.

The City and Teamsters Union for purposes of implementing an alternate workweek schedule without the City incurring any increased costs or the employees receiving any increase in benefits, the following shall apply:

1. General Agreement – Whenever any oral or written practice, procedure, or policy provides employee economic benefits in terms of days, all such provisions shall be converted to provide

such economic benefits in terms of hours and any such practice, procedure, or policy which previously was phrased in terms of days is hereby converted to eight hours for each day.

2. Workweek – The following shall amend Rule XI, paragraph 1, subparagraph 1 of the Personnel Rules, for the purposes of the employees represented by Teamsters Union. The workweek for employees assigned to an alternate workweek shall begin and end as follows:
  - a. For employees assigned to work four (4) days per week, ten (10) hours per day (the "4/10"), their workweek shall begin at 12:01 a.m. each Monday morning and end the following Sunday night at 12:00 p.m. midnight.
  - b. For employees assigned to work four (4) days per week, nine (9) hours per day and eight (8) hours every other Friday, with the alternating Friday off (the "9/80"), the workweek shall begin each Friday afternoon at 12:01 p.m. and end the following Friday morning at 12:00 p.m. noon.
3. Holidays – On the 9/80 alternate workweek, paid holidays will be at nine (9) hours for holidays falling Monday through Thursday, and eight (8) hours if falling on Friday. Section 3, subdivision 1, Rule VI, of the Personnel Rules and Regulations will now read as follows:
  - a. Any other employee benefit expressed in terms of days earned, not specifically mentioned above, is hereby amended to provide eight (8) hours accrued benefit in lieu.  
  
Effective March 17, 2018, paid holidays will be paid at the same number of hours of the employee approved alternate work schedule. For example, employees working a 4/10 schedule: paid holiday will be at (10) hours per holiday.
4. Modified 9/80 Work Schedule (New Subsection added per Resolution 2005-160 and HWD 2005-24 approved December 7, 2005) – The City desires to develop a Modified 9/80 Work Schedule to have certain City programs open to the public on alternative or normally closed Friday's starting in 2006. City management is developing a plan and evaluating resource needs to have certain City programs open to the public on alternative or normally closed Fridays. The longer term goal of the City is to have all City programs, some on a limited basis, open to the public on alternative or normally closed Friday's. The Teamsters Union has agreed to cooperate with City management on voluntarily assigning Teamsters Union represented employees to work the alternative or normally Closed Fridays to improve customer service for the public and not increase overtime costs. While this is not a binding provision, it is a clear agreement by the Teamsters Union and City management to cooperate to serve the public's interest.

B. Adjusted Workweeks for existing Teamsters Union employees in the following classifications

1. Senior Animal Control Officers and Animal Control Officers – Management is authorized to change normal work schedules for Senior Animal Control Officers and Animal Control Officers to include closed Fridays and Saturdays to serve the customer service needs of the City and save overtime costs. Reasonable notice of two weeks must be provided unless the normal work schedule change is mutually agreed to by the supervisor and employee.

C. New and Promoted Employees' Adjusted Workweeks (Revised language added per Resolution No. 2005-160 and HWD 2005-24 approved December 7, 2005) – New employees hired and existing employees promoted after MOU approved by the City Council who have been informed at the time of employment that management has the authority to adjust their workweek can have the workweek scheduled as follows:

1. Adjust new employees and promoted employees' normal work schedule during a workweek, with time off on an hour-for-hour basis in lieu of overtime during the same workweek.
2. Management is authorized to change normal work schedules for new employees' and promoted employees' to include closed Fridays, Saturdays, and potentially Sundays to serve the customer service needs of the City and save overtime costs. Reasonable notice of two weeks must be provided unless the normal work schedule change is mutually agreed to by the supervisor and employee.

## **ARTICLE 11: REST PERIODS**

All Teamsters Union represented employees shall receive, at the direction of the respective department, two (2) fifteen (15) minute rest periods, one (1) each approximately at the mid-point of each one-half shift. Employees working in the field shall take, at the direction of the department, rest periods at or nearby the work site or return to their department for rest. For employees working in the field, the fifteen (15) minute rest periods include travel time employees may take from the work site to and from the department. Rest time is not cumulative beyond the half scheduled workday within which the break period occurs.

## **ARTICLE 12: LATE STARTS**

An employee who is tardy to work shall be docked pay at the discretion of the Department Head. Such docking shall be done in fifteen (15) minute increments. An employee may not substitute accrued compensatory time, vacation, holiday, or sick leave for the docked pay, nor may the employee utilize a shortened break period or lunch period.

# **COMPENSATION**

## **ARTICLE 13: SALARY RANGES**

- A. Effective the first full pay period of Fiscal Year 2018-19, all salary ranges reflect in base salary a COLA increase based on the Consumer Price Index (CPI) – All Urban Consumers (Area: Los Angeles–Riverside-Orange County now called Los Angeles-Long Beach-Anaheim) by the annualized CPI from February 2017 to February 2018 no less than two and one-half percent (2.5%) and no more than five percent (5%).
- B. Effective the first full pay period of Fiscal Year 2019-20, all salary ranges reflect in base salary a COLA increase based on the Consumer Price Index (CPI) – All Urban Consumers (Area: Riverside-San Bernardino-Ontario) measured by the annualized CPI from February 2018 to February 2019 no less than two and one-half percent (2.5%) and no more than five percent (5%). On January 10, 2019, the City and Teamsters entered into a side agreement amending the above language as follows: Effective the first full pay period of Fiscal Year 2019-20, all salary ranges reflect in base salary a COLA increase based on the Consumer Price Index (CPI) – All Urban Consumers (Area: Riverside-San Bernardino-Ontario) measured by the annualized CPI from January 2018 to January 2019 no less than two and one-half percent (2.5%) and no more than five (5%).
- C. Effective the first full pay period of Fiscal Year 2020-21, all salary ranges reflect in base salary a COLA increase based on the Consumer Price Index (CPI) – All Urban Consumers (Area: Riverside-San Bernardino-Ontario) measured by the annualized CPI from January 2019 to January 2020 no less than three percent (3%) and no more than four and one-half percent (4.5%).
- D. Effective the first full pay period of Fiscal Year 2021-22, all salary ranges reflect in base salary a COLA increase based on the Consumer Price Index (CPI) – All Urban Consumers (Area: Riverside-San Bernardino-Ontario) measured by the annualized CPI from January 2020 to January 2021 no less than two percent (2%) and no more than four and one-half percent (4.5%).
- E. Effective the first full pay period of Fiscal Year 2020-21, City agrees to implement the results of the salary study, so long as the City's Sales and Use Tax for FY 2020-21 increases by two percent (2%) or more. If the Sales and Use Tax does not increase for FY 2020-21 by two percent (2%) or more, then effective the first full pay period of Fiscal Year 2021-22, City agrees to implement the results of the salary study, so long as the City's Sales and Use Tax for FY 2021-22 increase by two percent (2%) or more.

Should the Sales and Use Tax increase by two percent (2%) or more, the following classifications will increase:

Position:	Range Change:
Building Inspector	+1.0
Code Enforcement Officer	+1.0
Senior Pump Maintenance Worker	+0.5
Senior Pump Operator	+0.5
Water Quality Specialist	+0.5
Engineering Technician	+1.5
Equipment Operator/Water	+0.5
Equipment Operator	+0.5
Pump Operator	+0.5
Water Quality Technician	+0.5

Employees currently in the classification on the effective day of the change will be placed at the new range at their current step.

- F. Effective the first full pay period of Fiscal Year 2022-23, all salary ranges reflect in base salary a COLA increase based on the Consumer Price Index (CPI) – All Urban Consumers (Area: Riverside-San Bernardino-Ontario) measured by the annualized CPI from January 2021 to January 2022 no less than three percent (3%) and no more than four and one-half percent (4.5%).
- G. Effective the first full pay period of Fiscal Year 2023-24, all salary ranges reflect in base salary a COLA increase based on the Consumer Price Index (CPI) – All Urban Consumers (Area: Riverside-San Bernardino-Ontario) measured by the annualized CPI from January 2022 to January 2023 no less than two percent (2%) and no more than four and one-half percent (4.5%).
- H. For all bargaining unit members as of the time of ratification (April 18, 2022), the City shall pay the sum of three thousand dollars (\$3,000) to be included in the final paycheck of the fiscal year, issued on June 23, 2022. Bargaining unit members must also be employed by the City as of June 23, 2022.

## ARTICLE 14: OVERTIME

### A. Overtime Calculation

All employees required to perform in excess of forty (40) hours in a seven (7) day cycle or in excess of their regularly scheduled work day, shall receive compensation at the rate of time and one-half (1-1/2) his/her regular rate of pay.

In determining an employee's eligibility for overtime, the below listed paid leaves of absences shall be included in the total hours worked. Excluded are duty-free lunches, travel time to and from work, and time spent conducting bona fide volunteer activities. Paid leaves of absence include the following:

- Holiday Leave
- Jury Duty
- Bereavement Leave

Effective March 17, 2018, the following will also be included in paid leave of absence:

- Pre-approved (minimum one (1) week notice) sick leave
- Pre-approved (minimum one (1) week notice) vacation leave

There shall be no pyramiding of overtime. Hours worked by an employee in any workday or workweek on which premium rates have once been allowed shall not be used again in any other overtime calculation other than computing total actual hours worked.

Time worked shall be computed by rounding the nearest quarter of an hour.

B. Compensatory Time

In lieu of receiving overtime pay pursuant to this Article, Section A above, an employee may elect to receive compensatory time off on a time and one-half (1-1/2) basis. No employee shall accrue more than forty (40) hours of such compensatory time. Should any employee exceed forty (40) hours of accrued compensatory time, he/she shall be paid at time and one-half (1-1/2) his/her regular rate for all hours in excess of forty (40) hours.

Effective March 17, 2018, no employee shall accrue more than eighty (80) hours of such compensatory time. Should any employee exceed eighty (80) hours of accrued compensatory time, he/she shall be paid at time and one-half (1-1/2) his/her regular rate for all hours in excess of eighty (80) hours.

An employee may use such compensatory time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

On June 30th of each year, all employees' accrued compensatory time shall be paid down to zero (0).

C. Overtime Authorization

All overtime requests must have the prior authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Calls for service beyond the end of the duty time are considered as authorized.

An employee's failure to obtain prior approval may result in the denial of the overtime request.

D. Clothes Changing

Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on duty.

Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work.

Nothing herein prevents an employee from wearing his/her uniform while conducting personal business during lunchtime.

Time spent in changing clothes before or after a shift, is not considered hours worked and is not compensable in any manner whatsoever.

E. Training Time

Training time outside normally scheduled work hours shall be compensated pursuant to Code of Federal Regulations (CFR), Section 785.27, et. seq.

Travel time outside normally scheduled work hours shall be compensated pursuant to CFR Section 785.33, et. seq. When feasible, the Department will adjust the employee's work schedule to minimize the impact of travel and training time.

F. City Vehicle Use

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.

This provision also applies in those situations where the radio must be left on and monitored.

G. Call Back Pay

Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or is scheduled a minimum of ten (10) hours in advance to work prior to his/her regularly scheduled shift. An employee is called back to duty commencing at the time he/she receives the call/page and is compensated as follows:

Credit for two (2) hours worked is received. If during the first hour of the call out a second or more call outs are received, he/she will still receive credit for the two (2) hours worked or more hours based on actual time worked.

After the first hour, if he/she has completed the work related to the call out(s) and returned home and receives a new call out, he/she will again receive credit for two (2) hours worked (a new call out) and the same first hour provisions apply.

Any employee called back after midnight shall be allowed to have his/her shift for the next day reduced by the number of hours spent on call back. The reduction of hours shall be either at the start or the end of the regular shift, with the approval of the employee's supervisor.

H. Court Pay

When an employee is physically called to court on behalf of the City, while off duty, he/she shall be credited on an hour for hour basis for the time actually spent in court. An employee shall be credited with a minimum of two (2) hours for the court appearance. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

I. Standby Pay

Teamsters Union represented employees required to be on standby to handle overtime work which may arise shall be compensated at the rate of two hundred dollars (\$200) per seven (7) day period.

Standby status is defined as time in which an employee can be reached at his/her residence or by cell phone/pagers and be able to respond in thirty (30) minutes.

Standby time is considered special pay under the Fair Labor Standards Act (FLSA). This payment is being made pursuant to the MOU. Time compensated in this manner shall not constitute hours worked for purpose of FLSA; however, standby pay will be included into the overtime calculation should overtime be earned during the work week.

## **ARTICLE 15: UNIFORMS AND BOOT REIMBURSEMENT**

Affected employees will receive eleven (11) sets of uniforms owned or rented by the City. The City will pay for the cleaning of these uniforms.

In accordance with CalPERS regulations, any "Classic" employee required to wear a full uniform that is rented and maintained by a uniform vendor through a contract with the City shall have the monetary value of the City-provided uniforms reported to CalPERS as special compensation. The monetary value is based on the pricing for the rental and maintaining (i.e., laundering) the eleven (11) sets of uniforms provided to each employee. The current monetary value that will be reported bi-weekly to CalPERS is ten dollars and seventy cents (\$10.70); however, should a new contract between the City and a uniform vendor be approved, which results in a change to the monetary value, the new amount will be reported to CalPERS. The pricing will be specified in the contract between the City and the uniform vendor and will be adjusted accordingly when a change in the cost of renting and maintaining (i.e., laundering) of uniforms occurs. The uniform vendor contract will remain on file with the City Clerk's office and is selected via a formal bid process.

In accordance with CalPERS PEPRA regulations, any "New Member" employees required to wear a full uniform that is rented and maintained by a uniform vendor through a contract with the City shall not have the monetary value of the City-provided uniforms reported to CalPERS as special compensation.

In addition, each affected employee will be allowed reimbursement of up to two hundred fifty dollars (\$250) for boot purchases made during each fiscal year. A second pair of boots may be reimbursed in a fiscal year with the supervisor's approval prior to the purchase. Affected employees must purchase boots which meet applicable requirements and specifications as set forth in the American National Standard for Personal Protection-Protective Boot Wear, Z41, 1991, and must purchase the boots at a City-approved store if the employee wants the store to bill the City directly.

Any portion of this reimbursement which is not used to purchase boots may be used to purchase boot accessories such as laces and inserts. Reimbursement for these expenses shall occur at the same time reimbursement occurs for boot purchases and the total shall not exceed two hundred fifty dollars (\$250).

## **ARTICLE 16: WORKING OUT OF CLASSIFICATION**

Employees who meet the following criteria shall be paid at the first step in the salary range for the position in which they are working out of classification, which gives them an increase of at least 5% in base salary:

1. The position is vacant or the incumbent is temporarily absent.
2. The position has a higher top salary step than their current position.
3. They are assigned to perform all of the essential functions of the higher classification.
4. They meet the minimum education and experience requirements for such position as determined by management.
5. Their service in the higher paid classification exceeds eighty (80) consecutive hours. In such case, the higher salary rate payable shall commence on the eighty-first (81<sup>st</sup>) consecutive working hour.
6. The appointment to perform this work has been approved by the City Manager following recommendation by the Department Head.
7. The need for such an assignment is temporary in nature, generally for one of the following reasons:
  - a. A higher classification employee is on a leave of absence, medical leave, or other nonroutine circumstance.
  - b. Short-term assignments, special projects, or specific purpose and/or programs that will terminate in no more than one (1) year.
  - c. A higher classification position is vacant.

Such assignments shall not exceed one (1) year in duration. The City will follow the guidelines and rules as established by the California Public Employee Retirement System (CalPERS) law when reporting earnings for working out of class assignments.

1. When a higher classification position is vacant, no more than nine hundred sixty hours (960) hours of reportable earnings from the higher classification will be reported for Classic members working out of class.
2. When a higher classification employee is on a leave of absence, the Classic members will have all reportable earnings reported to CalPERS when working out of class.
3. PEPRA members will not have any earnings reported to CalPERS when working in an out of class assignment.

The employee approved to receive out of class pay shall be eligible to receive merit increases in his/her regular position during the out of class pay assignment.

When the out of class pay assignment is ended, the employee will receive his/her original salary rate.

## ARTICLE 17: BILINGUAL PAY

The City compensates designated employees who provide translation to and from a foreign language and related services. Department heads will recommend which classifications and employees to be considered for bilingual pay, and the City Manager will approve assignment recommendations based on the customer services needs of the City. Eligible employees will be required to pass a test that shall be administered by a qualified agency or individual. Employees who pass the test and are assigned to provide bilingual translation services will receive seventy-five dollars (\$75) per month as compensation. Effective July 1, 2018, employees who pass the test and are assigned to provide bilingual translation services will receive one hundred dollars (\$100) per month as compensation. If the employee is reassigned to no longer provide bilingual translation services, the bilingual pay will be discontinued and will not be paid in the following month. It should be noted that, regardless of whether or not an employee is receiving bilingual pay, all employees having bilingual capability shall be expected to reasonably respond to non-English inquiries directed to them in their capacity as a City employee.

## ARTICLE 18: TUITION REIMBURSEMENT/CERTIFICATION

- A. Tuition Reimbursement – The City shall provide all Teamsters Union represented employees a maximum of three thousand dollars (\$3,000) reimbursement per fiscal year per employee under the existing Tuition Reimbursement Policy. The City reserves the right to revise this policy, as needed other than changing the maximum annual reimbursement amount.
- B. Certification (Water District – Water and Sewer)
1. Requirements and expense reimbursement
    - a. Whenever the City or a State or Federal Agency determines that a position is required to obtain a specialized license or certificate, the City shall reimburse the cost for such certification courses or license when the employee presents proof of payment.
    - b. The City shall likewise reimburse the cost for other certifications or special credentials that are determined by the City Manager or his/her designee to be related to the employee's job duties.
    - c. The certification requirements shall be as follows for employees in the following classifications assigned to the Water Division:
      - D-1
        - Maintenance Worker
        - Meter Reader
        - Utility Line Locator
      - D-2
        - Pump Maintenance Worker
        - Pump Operator
        - Water Quality Technician
        - Equipment Operator
      - D-3
        - Senior Maintenance Worker
        - Senior Pump Maintenance Worker
        - Senior Pump Operator
      - T-1
        - Pump Maintenance Worker
        - Pump Operator
        - Senior Maintenance Worker assigned to Water
        - Senior Pump Maintenance Worker



- Senior Pump Operator
    - Water Quality Technician
  - d. "D-1" is a Water Distribution Operator Certificate, Grade 1; "D-2" is Water Distribution Operator Certificate, Grade 2; and "D-3" is a Water Distribution Operator Certificate, Grade 3. A "T-1" is a Water Treatment Operator Certificate, Grade 1. Each of the above is issued by the State of California.
  - e. All employees in the classifications requiring a "D-1" certificate who do not hold such certificate as of the effective date of this MOU and were not required to possess such certification prior to the completion of probation as part of their employment, will be required to have such certification no later than January 1, 2007. Such employees may be given up to one additional year following completion of probation to obtain their "D-1" certification, subject to recommendation by their Department Head and approval by the City Manager.
  - f. All employees in the above classifications requiring a "D-2" or "D-3" certificate hold such certification as of the effective date of this MOU. They shall be required to maintain such certification as long as it is a requirement in their class specification.
  - g. Additional certifications required by the City include:
    - 1. Water Quality Technician
      - Backflow Prevention Device Tester (AWWA)
      - Backflow Prevention Device Tester (San Bernardino County Department of Public Health)
      - Cross Connection Control Program Specialist (AWWA)
    - 2. Maintenance Worker assigned to Wastewater – Collection System Maintenance Grade I
    - 3. Senior Maintenance Worker assigned to Wastewater – Collection System Maintenance Grade II
  - h. The Water Quality Technician and Senior Maintenance Worker have the required additional certifications as of the effective date of this MOU. They shall be required to maintain such certification as long as it is a requirement in their class specification.
  - i. Employees in the classifications requiring a "T-1" certificate who have such certificate as of the effective date of this MOU shall be required to maintain such certification as long as it is a requirement in their class specification. All employees in the classifications requiring a "T-1" certificate who do not hold such certificate as of the effective date of this MOU, will be required to have such certification no later than January 1, 2007.
  - j. All new hires or transfers into the Water Division will be required to meet the certification requirements as defined in their class specification unless the certification requirements are temporarily suspended as recommended by their Department Head and approved by the City Manager (Note written agreement for new hires or transfers will document conditions).
2. Incentive Pay
- a. The City shall pay employees who possess required certifications above the "D-1" level an additional two percent (2%) of base salary starting on the date such certification becomes valid.  
  
As clarification, a Maintenance Worker who receives a D-2 will receive the two percent (2%) incentive pay, and if that same Maintenance Worker is promoted to a Pump

Maintenance Worker position, the employee will stop receiving the two percent (2%) incentive pay because the Pump Maintenance Worker position requires a D-2. However, if the employee now working as a Pump Maintenance Worker receives a D-3, the two percent (2%) incentive pay will again be received.

Incentive pay shall be discontinued for employees possessing certificates that are not required in their class specification.

The above two new sections will replace the current Article 15 in its entirety, including the one-time "Certification Incentive payment of one hundred dollars (\$100) each year and the "Certification Incentive Pay" chart, which is Attachment A of the current MOU.

- b. The City shall pay employees who possess required certifications above the Collection System Maintenance Grade I (C-1) or Collection System Maintenance Grade II (C-2) level an additional two percent (2%) of base salary starting on the date such certification becomes valid, however, no earlier than the month after the MOU is approved by the City Council.

Incentive pay shall be discontinued for employees possessing certifications that are not required in their class specification.

C. Animal Control Officer Certification \$100 Certification Pay

Animal Control Officers and Senior Animal Control Officers shall receive a one-time "Certification Incentive" payment of one hundred dollars (\$100) each fiscal year for holding the necessary certification to use the equipment and chemicals needed to immobilize animals (Certificate of Completion – Chemical Immobilization for Animal Control Professionals conferred by the California State Humane Association or an equivalent certification and organization acceptable to the City).

The Certification Incentive payment shall be made no later than February 1 each year for those employees who already hold the certification or thirty (30) days after the employee submits the required documentation demonstrating he/she has earned the certification. No employee may earn Certification Incentive pay of more than one hundred dollars (\$100) per year, regardless of the number of certifications held or obtained. Teamsters Union and City agree that the fact that an employee is earning Certification Incentive pay cannot be used to assert that the employee is working out of class and is therefore entitled to reclassification.

The employee must maintain the certification for the entire year after the Certification Incentive pay is earned.

D. Commercial Driver's License \$100 Certification Pay

Employees maintaining a valid Class "A" California Driver's License, placed on the City's Department of Transportation Random list for testing and complies with the City's Drug and Alcohol Testing Program for Commercial Drivers, shall receive a one-time payment of one hundred dollars (\$100) each fiscal year. This certification payment shall be made on or after February 1 each year for those employees who hold the License as of January 31st. This certification pay will not be considered special compensation and will not be reported to the California Public Employees' Retirement System.

Teamsters and the City agree that the fact that an employee is earning certification pay cannot be used to assert that the employee is working out of class and is therefore entitled to reclassification.

## BENEFITS

### ARTICLE 19: CALPERS RETIREMENT PLAN

The City provides the two and seven-tenths percent at fifty-five (2.7% @ 55) full retirement formula, as provided by Government Code § 21354.5.

The City has elected and continues to elect to be subject to the following optional retirement provisions:

- A. Section 20042 (One (1) Year Final Compensation).
- B. Section 20903 (Two (2) Years Additional Service Credit).
- C. Section 21574 (Fourth Level of 1959 Survivor Benefits). In addition to funding the employer cost of the survivor benefits, the City shall contribute a maximum of two dollars (\$2.00) per month per employee as and for the member's contribution for funding of this benefit.
- D. Section 21024 (Military Service Credit as Public Service).

Effective the first full pay period after July 1, 2012, the City's contribution towards the local miscellaneous member's contribution will be zero percent (0%) of reportable earnings, and each local miscellaneous member's contribution shall be eight percent (8%) of the individual member's reportable earnings.

Employees hired by the City on or after January 1, 2013, who qualify as "new members" as that term is defined in the Public Employee Pension Reform Act (AB 340), shall be subject to the Act including but not limited to:

- A. Two percent at sixty-two (2% @ 62) retirement formula
- B. Pension benefit is based on the highest annual final compensation during a consecutive thirty-six (36) month period.
- C. PERS contribution of fifty percent (50%) of the PERS "normal cost" as that term is defined in the Act.

In addition to paying the full CalPERS member contribution, each employee covered by the CalPERS two percent at fifty-five (2.7% @ 55) full retirement formula shall, effective the first full pay period after July 1, 2015, pay one percent (1%) of reportable earnings by payroll deduction as cost sharing of the City's normal costs pursuant to Government Code section 20516 (f).

### ARTICLE 20: HEALTH INSURANCE

All employees must enroll in an available City health insurance plan unless they opt out.

A. Health Insurance Provider

The City will provide a comparable health insurance plan(s) available for all full-time regular employees. The City and Teamsters Local 1932 will negotiate plan changes expeditiously when cost-effective alternatives are available.

B. City Contributions

Effective June 1, 2017 for the July 1, 2017 premiums, the City contributions are towards premiums for health, dental and vision insurance only.

1. Opt-out of City Health Coverage Contribution:

Employees who opt-out of the City's health insurance with proof of alternate group coverage and hired before January 1, 2013 are eligible to receive the difference less the mandatory dental and vision plan selections up to six hundred sixty-five dollars (\$665.00). The cash back provision is not available to employees hired on or after January 1, 2013.

- In order to opt out, an employee must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.
2. Effective July 1, 2018, for the August 2018 insurance premiums, the City shall pay up to one thousand, thirteen dollars (\$1,013.00) per month, with no difference received as cash, the employee shall be responsible for paying the difference, or the amount greater than one thousand, thirteen dollars (\$1,013.00) through payroll deduction.
  3. Effective July 1, 2019, for the August 2019 insurance premiums, the City shall pay up to one thousand, one hundred thirteen dollars (\$1,113.00) per month, with no difference received as cash, the employee shall be responsible for paying the difference, or the amount greater than one thousand, one hundred thirteen dollars (\$1,113.00) through payroll deduction.
  4. Effective July 1, 2020, for the August 2020 insurance premiums, the City shall pay up to one thousand, two hundred twenty-four dollars (\$1,224.00) per month, with no difference received as cash, the employee shall be responsible for paying the difference, or the amount greater than one thousand, two hundred twenty-four dollars (\$1,224.00) through payroll deduction.
  5. Effective July 1, 2021, for the August 2021 insurance premiums, the City shall pay up to one thousand, three hundred twenty-four dollars (\$1,324.00) per month, with no difference received as cash, the employee shall be responsible for paying the difference, or the amount greater than one thousand, three hundred twenty-four dollars (\$1,324.00) through payroll deduction.
  6. Effective July 1, 2022, for the August 2022 insurance premiums, the City shall pay up to one thousand, four hundred fifty dollars (\$1,450.00) per month, with no difference received as cash, the employee shall be responsible for paying the difference, or the amount greater than one thousand, four hundred fifty dollars (\$1,450.00) through payroll deduction.
  7. Effective July 1, 2023, for the August 2023 insurance premiums, the City shall pay up to one thousand, five hundred fifty dollars (\$1,550.00) per month, with no difference received as cash, the employee shall be responsible for paying the difference, or the amount greater than one thousand, five hundred fifty dollars (\$1,550.00) through payroll deduction.
  8. Retiree Contribution  
The City shall provide each employee who retires with a fifty dollars (\$50.00) per month contribution toward a health care plan selected by the retiree. Said contribution shall terminate upon the retiree's sixty-fifth (65th) birthday. The City shall provide each employee who retires and is covered under the City's provided Health Insurance Provider(s) the minimum employer health contribution as required by the provider.

Reopener on ACA:

The City may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the ACA that may result from an interpretation of the ACA by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or a ruling by a court of competent jurisdiction.

AFFORDABLE CARE ACT (ACA) ANTI-RETALIATION

- A. Prohibition on Retaliation – It is the City’s policy to comply in full with Section 1558 of the U.S. Patient Protection and Affordable Care Act (ACA), which prohibits retaliation against employees who report violations of Title I of ACA or who receive tax credits or cost-sharing reductions (under Section 36B of the Internal Revenue Code or Section 1402 of ACA) in connection with participation in the health insurance exchange.
- B. Protected Activity
1. “Whistleblowing” Violations of Title I of ACA – ACA protects an employee, former employee, or applicant who reports, testifies (or is about to testify) in a proceeding, assists or participates (or is about to assist or participate) in a proceeding, objects to, or refuses to participate in any activity, policy, practice, or assigned task that the employee (or other person) reasonably believed to be in violation of Title I of ACA, including any order, rule, regulation, standard or ban under Title I of ACA.
  2. Title I of ACA includes but is not limited to consumer protections such as the following:
    - a. Elimination of lifetime and annual limits on benefits by 2014;
    - b. Prohibition on rescissions of coverage;
    - c. Elimination of pre-existing conditions exclusions;
    - d. Coverage of preventive services and immunizations;
    - e. Extension of dependent coverage up to age twenty-six (26);
    - f. Development of uniform coverage documents; and
    - g. Implementation of appeals processes for consumers.
  3. Receipt of Affordability Assistance: ACA also protects an employee, former employee, or applicant who receives a tax credit under Section 36B of the Internal Revenue Code or a cost-sharing reduction under Section 1402 of the Act as a result of enrolling in a qualified health plan offered by the health insurance exchange. In California, this state-run marketplace is known as “Covered California.”
- C. Prohibited Retaliatory Conduct
- Prohibited conduct includes but is not limited to discharge or otherwise retaliatory conduct, including intimidating, restraining, coercing, blacklisting, or disciplining an employee, former employee, or applicant with respect to compensation or any other terms, conditions, or privileges of employment as a result of that individual’s participation in a protected activity as defined in paragraph two (2) above.
- D. Complaint Procedure
- Any City employee, former employee, or applicant who wishes to report a violation of Title I of ACA, or who believes he or she has been subject to retaliation in violation of this policy should immediately notify either his or her supervisor, Human Resources staff, or the City Manager. It is the City’s policy that no City employee shall retaliate against any person who participates in a protected activity as defined by Section 1558 of ACA.
- An employee, former employee, or applicant who believes that he or she has been retaliated against under this policy may file or have filed by any person on his or her behalf, a complaint with United States Department of Labor, Occupational Safety & Health Administration (OSHA) within one hundred eighty (180) days after an alleged violation occurs. For more information on filing an OSHA complaint, visit [www.osha.gov](http://www.osha.gov).

## **ARTICLE 21: DENTAL INSURANCE**

The City will provide group dental insurance coverage. Employees are required to enroll in group dental coverage, at the minimum single-party rate. Effective July 1, 2018, for the August premiums, the City shall pay the employee-only coverage of the selected dental plan. If the selected dental plan is higher, then the employee shall be responsible for paying the difference. The City and Teamsters Union will negotiate plan changes expeditiously when cost-effective alternatives are available.

## **ARTICLE 22: OPTICAL INSURANCE**

The City shall provide group optical insurance coverage. Employees are required to enroll in group optical coverage at the minimum single-party rate. Effective July 1, 2018 for the August Premiums, the city shall pay the employee only coverage of the vision plan. If the selected vision plan is higher, then the employee shall be responsible for paying the difference. The City and Teamsters Union will negotiate plan changes expeditiously when cost-effective alternatives are available.

## **ARTICLE 23: LIFE INSURANCE**

The City will provide group life insurance coverage. The City will pay life insurance premiums for \$30,000 life insurance coverage. The City and the Teamsters Union will negotiate plan changes expeditiously when cost-effective alternatives are available.

## **ARTICLE 24: IRS 125 PLAN**

Effective January 1, 2011, the City's IRS 125 Plan is available to the Teamsters Union membership, subject to the City's exercise of its sole discretion to change provisions of the plan and/or cease administering and/or to withdraw said Plan.

The City retains sole discretion to determine if and when its administration of the IRS 125 Plan shall change provisions of the Plan and cease and/or if and when it shall withdraw and terminate the IRS 125 Plan described herein. Neither the City's decision to implement, administer, change, cease administration, and/or terminate the IRS 125 Plan, nor the impact of said determinations, shall be subject to the meet and confer process. It is agreed by the parties that the benefit of an IRS 125 Plan is sufficient to provide consideration to Teamsters Union as and for the valid entering into of these provisions.

## **ARTICLE 25: SHORT TERM/LONG TERM DISABILITY INSURANCE**

The City agrees to provide access to a short term/long term disability insurance policy or coverage. Employees are required to pay for this short term/long term disability insurance. The City and Teamsters Union will negotiate short term/long term disability insurance plan changes expeditiously when cost-effective alternatives are available.

## **ARTICLE 26: EMPLOYEE ASSISTANCE PROGRAM**

The City shall provide an Employee Assistance Program for all full-time continuous salaried employees and dependent coverage.

## **ARTICLE 27: OTHER DEDUCTIONS**

Insurance premiums sponsored by Teamsters Union shall be withheld by the City and shall be transmitted to the Teamsters Union Officer designated in writing by Teamsters Union as the person authorized to receive such funds, at the address specified on a monthly basis.

The City shall not be obligated to put into effect any new, changed, or discontinued insurance premium deduction until a payroll deduction card is submitted to the Management Services Department in sufficient time to permit normal processing of the change or deduction.

Teamsters Union agrees to hold the City harmless and indemnify the City against any claims, causes of actions or lawsuits arising out of the deductions or transmittal of such funds to Teamsters Union, except the intentional failure of the City to transmit to Teamsters Union monies deducted from the employees pursuant to this Article.

## **LEAVES OF ABSENCE**

### **ARTICLE 28: HOLIDAYS**

The City offices shall be closed on the following days. All full-time continuous salaried employees shall be compensated at their regular rate for these days:

1. Independence Day
2. Labor Day
3. Veteran's Day
4. Columbus Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Eve
8. Christmas Day
9. New Year's Day
10. Martin Luther King Jr. Day
11. President's Day
12. Memorial Day

Whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed.

City facilities will be closed between Christmas Day and New Year's Day in what was a regular work week. For example, in 2013 the City shall be closed December 26, 27, 30 and 31 and in subsequent years, dates could be different based on the calendar. Each bargaining unit employee shall be paid for those days for the same amount of hours for which the employee would have been regularly scheduled and would have worked if the City were not closed on those dates. Employees may not be eligible for this closure but shall be eligible for overtime if worked.

The floating holiday benefit is eliminated.

For employees to be compensated (vacation or sick leave) for a day off prior to or following a Holiday, the employee must request and have approved the time off prior to the Holiday. If the employee does not have written approval for the absence, the employee must provide the City with a certification of absence from a physician for the absence or the absence will result in a non-paid leave.

## **ARTICLE 29: VACATION/VACATION BUY BACK**

All full-time employees shall, with continuous service, accrue working hours of vacation monthly according to the following schedule:

Years of Service	Annual Hours Accrued
1	80
2	88
3	96
4	104
5	112
6	120
7-9	128
10	136
11-13	144
14	152
15+	160

Employees may use up to forty (40) hours of accrued vacation after six (6) months of service.

Employees will have a maximum of three hundred ninety-nine (399) hours carry-over of vacation per fiscal year. In June of each calendar year, all vacation hours in excess of three hundred ninety-nine (399) hours shall be paid at the employee's current hourly rate. Should the City question its financial ability to fund this provision in any given year, it shall have until March 31 of that year to meet and confer with Teamsters Local 1932 over the financial impact and discuss possible alternatives.

During the month of October, an employee may elect to convert up to two hundred forty (240) hours of vacation into cash payment(s) at the base rate of pay in effect at the time of the cash out, as long as the employee has eighty (80) hours of vacation remaining on the books at the time of the pre-designation. In order to cash-out vacation, an employee must make an irrevocable election (i.e., pre-designation) during the month of October, specifying the total number of hours to be cashed-out from next year's vacation leave accrual. During the calendar year following the pre-designation, an employee may choose increments of vacation to cash-out in March, May, and August; the minimum increment for vacation cash-out is twenty (20) hours. If no cash-out occurs during the year and/or any remaining balance of the pre-designated amount will be cashed out in November. If the employee does not have the vacation hours available to satisfy the amount predesignated for cash-out, the employee will be precluded from making an irrevocable election and cashing out for the following calendar year.

All accrued but unused vacation shall be paid out to the employee upon separation of employment.

## **ARTICLE 30: SICK LEAVE/SICK LEAVE NOTIFICATION**

Sick leave will be accrued at the rate of eight (8) hours per month, ninety-six (96) hours per year. Sick leave can be accrued without limit; however, there will be no buy back nor payoff of accrued but unused sick leave upon termination of employment. Eighteen (18) hours of sick leave per fiscal year may be utilized for personal time as long as the employee has forty (40) hours of sick leave accrued and is requested prior to the use. Effective March 17, 2018, eighteen (18) hours of sick leave may be utilized for personal time as long as the hours are requested prior to use and the employee has a remaining balance of forty (40) hours after use. Personal time hours must be used during the term of this MOU and can be neither cashed out nor carried over into a new year. If not used during the term of this MOU any remaining personal time hours shall be lost.

With respect to Teamsters Union represented employees, City Personnel Rules and Regulations, Rule VI, Section 7 (7), shall be amended as follows:



Notification to Supervisor – Any employee needing to be absent because of sickness or other physical disability shall notify the appropriate department manager or immediate supervisor at least one (1) day prior to such absence if circumstances permit or by the start of shift barring unforeseen circumstances.

Rule VI, Section 9 of the Personnel Rules are revised to provide that the maximum usable benefit shall be forty (40) work hours rather than five (5) days.

#### **ARTICLE 31: BEREAVEMENT LEAVE** (Revised Article added per Resolution No. 2005-160 and HWD 2005-24 approved December 7, 2005)

The following new MOU language will be effective until such time as the Personnel Rules are amended with the same language and the Article 29 language becomes redundant in the MOU. Rule VI, Leave, Section 7, Sick Leave, Subsection 8, Bereavement Leave, of the Personnel Rules and Regulations is revised to provide that any eligible employee who is absent from work by reason of a death in their immediate family will be allowed a leave of absence with pay up to five (5) cumulative working days (forty-four (44) hours) per occurrence or a death of their blood relative, will be allowed a leave of absence with pay up to three (3) cumulative working days (twenty-seven (27) hours) per occurrence, effective July 1, 2018. Additional time may be requested by the eligible employee; however, this additional time will be deducted from the employee's leave accrual, e.g., sick (up to thirteen (13) hours), vacation, and floating holiday hours.

For the purpose of this Article, "immediate family" is defined as employee's spouse, employee's parents, employee's spouse's parents, employee's child, stepchild, stepparent, grandparent, grandchild, brother, sister, stepbrother, stepsister. "Blood relative" is defined as aunt, uncle, niece, nephew, brother-in-law, sister-in-law, legal guardian, employee's ex-spouse who is parent of employee's children, domestic partner as defined under California Family Code Section 297, and/or any other individual living in the same household as the City employee. The department head and the City Manager shall approve such bereavement leave with their signature.

The Bereavement Leave change will be retroactive to January 1, 2004, with applicable employee's sick leave hours used to Bereavement Leave restored to their sick leave accrual balance.

#### **ARTICLE 32: WORKERS' COMPENSATION**

The City provides certain supplementary Workers' Compensation benefits for temporary disabilities (See Resolution No. 90-36).

#### **ARTICLE 33: JURY DUTY**

Rule VI, Section 3(1), of the Personnel Rules and Regulations is superseded to provide that employees who are summoned to appear and serve for jury duty shall be entitled to up to eighty (80) hours leave.

#### **ARTICLE 34: LEAVE WITHOUT PAY**

Rule VI, Section 4 of the Personnel Rules and Regulations is superseded to provide that such maximum leave shall be up to eighty (80) working hours rather than ten (10) working days.

## **ARTICLE 35: CATASTROPHIC LEAVE**

The City agrees to permit employees within the bargaining unit to contribute a portion of their accrued sick leave to another employee of the bargaining unit when such employee has suffered a catastrophic injury or illness. For such transfer to take place, the following conditions shall apply:

- A. The contributing employee must have at least ninety-six (96) hours remaining after such contribution and the sick leave application rate will be based on the contributing employee's dollar value which will be adjusted proportionally to the receiving employee's rate.
- B. The receiving employee has been absent from work due to injury or illness and has exhausted all earned leave credits, including but not limited to sick leave, vacation time, compensatory time and holiday credits, and is, therefore, facing financial hardship.
- C. The transfers must be a minimum of eight (8) hours and in whole hour increments thereafter.

The transfers are irrevocable and will be indistinguishable from other sick leave credits belonging to the receiving employee. Transfers will be subject to all taxes required by law.

Eligibility to be a receiving employee in this program is not subject to the Grievance Procedure in the Personnel Rules and Regulations.

## **ARTICLE 36: BENEFIT AMENDMENT CLAUSE**

Any other employee benefit expressed in terms of days earned, not specifically mentioned above, is hereby amended to provide eight (8) hours accrued benefit in lieu of days.

# **EMPLOYEE/EMPLOYER RELATIONS**

## **ARTICLE 37: EMPLOYER/EMPLOYEE RELATIONS**

The City has an Employer/Employee Relations Resolution, which provides the guidelines for forming recognized Employee Associations. (See Resolution No. 90-37)

## **ARTICLE 38: PROMOTIONS AND PROBATIONARY PERIOD**

Effective March 17, 2018, qualified City Teamsters' members who apply for existing vacancies shall be provided an opportunity to participate in the competitive selection process (1st round) to be placed on the eligibility list. Teamsters' members who are among the top three (3) qualifying candidates on the eligibility list will be given an interview by the Department Head.

Any promotion requires a one (1) year probationary period. Once an employee receives regular full-time status at a position and then is promoted, the employee will not be terminated in the event they are unable to successfully fulfill the requirements of the position promoted to but will be reassigned to an equivalent position within the organization in which they served prior to being promoted.

Upon promotion, the employee will receive a minimum of five percent (5%) base salary increase or the beginning of the position classification range, whichever is greater.

## ARTICLE 39: PERSONNEL FILES

The official personnel file shall be located in the Management Services Department. Any documentation used in a disciplinary action (excluding oral reprimands) will be placed in an employee's personnel file.

Employees, during normal working hours at a reasonable time, have the right to have access to and copies of any document in their official personnel file or any departmental file.

An employee will be provided with an initial copy of any document, which will be placed in the official personnel file. An employee shall have the right to respond in writing to any information contained in his/her personnel file. Such a reply will remain in the personnel file so long as the referenced document is in the file.

Written reprimands, counseling notices, or notices requiring an employee to have medical verification for absences shall be removed from the personnel file and destroyed after three (3) years provided that there have been no further incidents, within that time, related to that specific reprimand or notice.

## ARTICLE 40: DISCIPLINARY APPEALS

This Advisory Arbitration Provision amends the City Personnel Rules and Regulations, Rule XI, Appeal Procedures, by deleting all current text on Pages 60 and 61 and substituting the following language:

### Appeal Procedures:

Any permanent employee in the classified service shall have the right to appeal any termination, suspension of four (4) schedule workdays or more, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to those positions which may be deemed exempt or to probationary employees. The appeal process shall not be applicable to verbal and written reprimands, suspensions of less than four (4) schedule workdays, probationary demotions, performance evaluations and denial of merit increases. An employee desiring to appeal the appointing authority's decision shall have ten (10) calendar days after receipt of the response to file an appeal.

The employees request for appeal must be addressed to the Personnel Director and received in the Management Services Department so that same is date stamped by the Management Services Department within the ten (10) day period.

If, within the ten (10) day appeal period, the employee involved does not file said appeal, unless good cause for failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Management Services Department, an appeal hearing shall be established as follows:

- A. The American Arbitration Association or the State Mediation and Conciliation Service or any other recognized mediation/arbitration service as mutually agreed to shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lots) until one (1) name remains, and that person shall be the hearing officer.
- B. Where practicable, the date for a hearing shall not be less than twenty (20) calendar days, nor more than sixty (60) calendar days, from the date of filing of the appeal with the Personnel Director. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing.
- C. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
- D. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officers.

- E. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to relying on conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence.
- F. Each party shall have their rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.
- G. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
  - 1. The party imposing discipline shall be permitted to make an opening statement;
  - 2. The appealing party shall then be permitted to make an opening statement;
  - 3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
  - 4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
  - 5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
  - 6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- H. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons, therefore. The opinion shall set forth findings of fact and conclusions.
- I. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend for discipline more stringent than that issued by the department head.

The hearing officer's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and the Personnel Director and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation,

the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

- J. Within thirty (30) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the City and the employee), whichever date is later, the City Manager, or his/her designee, shall adopt, amend, modify, or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision, which modifies or rejects the recommendation of the hearing officer, the City Manager, or his/her designee, shall order and read the transcript of the Third Party Advisory Process. Prior to making a decision, which supports the hearing officer, the City Manager, or his/her designee, shall not conduct a de novo hearing. The City Manager, or his/her designee, may, at his/her option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Manager, or his/her designee, shall be final and conclusive. Copies of the City Manager or his/her designee's, decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.
- K. The decision of the City Manager, or his/her designee, shall be final and conclusive. Copies of the City Manager's, or his/her designee's, decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager, or his/her designee.
- L. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties, which result in an arbitration fee.
- M. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Manager, the time of such of suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Manager, or his/her designee, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.
- N. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

Appeals of Suspensions Less Than Four (4) Schedule Work Days:

A permanent employee shall have the right to appeal a suspension less than four (4) schedule work days in the following manner:

- A. The appointing authority shall cause to be served on the employee affected, by registered mail or personal delivery, a statement signed by the appointing authority of the specific action against the employee. This statement shall clearly inform the employee that he/she has the right, within five (5) working days after receipt of this notice, to request an informal hearing on the action by filing the request with the appointing authority.
- B. If within the five (5) day appeal period the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City shall be considered conclusive and shall take effect as prescribed.
- C. If within the five (5) day appeal period the employee involved files such notice of the appeal by giving written notice of appeal to the appointing authority, a time for an appeal hearing before the City Manager,

or his/her designee, shall be established. The date for a hearing shall not be less than ten (10) days, nor more than thirty (30) days, from the date of the filing of the appeal, unless the parties stipulate to a different date. All interested parties shall be notified in writing of the date, time, and place of the hearing at least seven (7) calendar days prior to the hearing.

- D. The City Manager, or his/her designee, shall conduct an informal hearing on the appeal. Each party shall have the opportunity to present all relevant information in support of its respective position. These proceedings may be electronically recorded and either party shall have the right to cause them to be reported by a certified shorthand reporter at the party's expense.
- E. Within ten (10) working days after the conclusion of the hearing, the City Manager, or his/her designee, shall deliver to the employee a written decision which shall either (a) affirm the decision, (b) modify it by (1) holding that certain charges were not established by a preponderance of the evidence and/or (2) reducing the penalty or (3) overturn the decision in its entirety. Said decision shall be final and binding on the parties, subject to their right to seek judicial review pursuant to 1094.5 and 1094.6 of the California Code of Civil Procedure.

#### **ARTICLE 41: NO STRIKE/NO LOCKOUT**

- Section 1. Teamsters Union, its officers, agents, representatives, and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sick-out or any other job action by withholding or refusing to perform services.
- Section 2. 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 employees of the City in the exercise of its rights as set forth in any of the provisions of this MOU or applicable ordinance or law.
- Section 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.
- Section 4. In the event that any one (1) or more officers, agents, representatives, or members of Teamsters Union engage in any of the conduct prohibited in Section 1 above, Teamsters Union shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above and return to work.

#### **ARTICLE 42: LAYOFFS**

Amend City of Hesperia Personnel Rules and Regulations (9/15/88), Rule VIII, Section 3, Reduction in Force by Layoff by deleting all current text on Page 49 and substituting the following language.

- A. Advance Notice – Employees separated by reason of a reduction in force shall be given at least thirty (30) days prior notice of separation and the reasons therefore. If one (1) or more employee to be separated is represented by a duly recognized employee organization, the City will, on request, meet with such organization concerning the impact of the layoff.
- B. Bumping – An employee whose position has been abolished and who would be laid off shall have the right to "bump" into a classification the employee previously held with the City if such position receives the same or lower salary and is determined by the City Manager or designee to be qualified for such position at the time, based upon the applicable job description.

- C. Offer of Reassignment – An employee's appointment shall not be terminated as a result of a reduction in force procedure before the employee has been made a reasonable offer of reassignment if such offer is possible.
- D. Offer of Vacant Position – An employee whose position has been abolished and who would otherwise be laid off shall be offered the opportunity to transfer, without examination, to any then currently existing vacant position with the same or lower salary if the employee meets the minimum qualifications for such position, as determined by the City Manager or designee based upon the applicable job description and new application. If two (2) or more employees are eligible for appointment to a vacancy, the criteria set forth in the paragraph entitled "Order of Separation" shall be applied to determine which employee shall be offered the vacant position.
- E. Laid Off Employee on Reemployment Register – The names of regular employees who have been laid off due to reduction in force shall be placed on an appropriate lay off reemployment list according to date and order separated and shall be eligible for reemployment.

Each employee on a lay off reemployment list shall remain on that list for one (1) year.

Employees whose name appears on a lay off reemployment list shall be considered for reemployment in the class from which the employee was laid off prior to using any other available employment eligible list to fill regular vacancies in the subject class. The Personnel Officer can extend the active period of reemployment lists or individual employees eligibility on such lists for six (6) month periods as he/she determines to be in the best interest of the City.

- 1. Notice – The City will notify, by certified mail to the laid off or displaced employee's last known address, of all vacancies for which the employee is eligible for employment under this provision. Such notice shall be given for all such positions, which arise for one (1) year from the date of layoff or displacement. A laid off or displaced employee who fails to report for appointment within two (2) work weeks of notice shall be deemed to have rejected appointment and shall be automatically removed from the reemployment register list.
  - 2. Reappointment – An employee who is laid off or displaced to a lower classification under this provision shall be entitled to automatic appointment to any vacant position from which he/she was laid off or displaced or for which he/she is qualified if such employee reports for duty on receiving notice. Appointments shall be made in the reverse order of layoffs, that is, the last laid off shall be the first offered reappointment.
- F. Order of Separation – Selection for retention shall be based primarily upon seniority of service with performance being taken into account.

While seniority is the primary factor in determining order of separation, it is not in and of itself the only determining factor.

Therefore, this policy does not preclude the retention of members, which have less seniority to other members within the class for which the reduction in force action may be taken. The following criteria shall be considered in evaluating performance:

- 1. The employee's written performance evaluations.
- 2. The history of an employee's written disciplinary actions.
- 3. The employee's written record of attendance including patterns of sick leave usage, tardiness and unexcused absences.

All newly hired employees serving an initial probationary period, part-time, temporary, seasonal, or emergency employees, in classifications affected by layoff, shall be laid off before any permanent employee is laid off.

## **ARTICLE 43: PERFORMANCE EVALUATIONS**

A Performance Evaluation Report shall be required annually. In the event that an employee receives an overall evaluation "Improvement Needed" or "Unsatisfactory," he/she shall not be granted a merit increase until a satisfactory evaluation is reported. In cases where a performance evaluation has not been received by an employee within seven (7) days of the eligibility date, the employee shall inform his/her direct supervisor. If the employee receives an overall evaluation "Satisfactory" or above, he/she shall be granted any applicable merit increase retroactively to the original eligibility date.

## **OTHER POLICIES**

### **ARTICLE 44: OUTSIDE EMPLOYMENT**

It is the policy of the City of Hesperia to allow employees to hold a second job as long as the second job does not present a conflict of interest to their position with the City. In addition, it is required that a second job be reported to the Human Resources Division.

### **ARTICLE 45: SMOKING**

The City has a no smoking policy to include all tobacco products, including e-cigarettes, vapors exhalants, etc. Employees are prohibited from use of products in all City buildings including passenger vehicles and equipment owned or leased by the City. Use of the products will be prohibited within twenty (20) feet of all vehicles, equipment and entrances, exits, operable windows and ventilation ducts of City buildings.

### **ARTICLE 46: PREVAILING BENEFITS**

It is understood and agreed that there exists, in written form, certain personnel rules, policies, practices and benefits which shall continue in effect except for those provisions modified by mutual agreement of both parties.

### **ARTICLE 47: PROVISIONS OF LAW**

It is understood and agreed that this MOU is subject to all current and future applicable federal and state laws, federal and state regulations. If any part or provision of the MOU is in conflict or inconsistent with such above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby.

### **ARTICLE 48: SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING**

By entering into this Agreement, the parties have each fully complied with the obligations to meet and confer under the Meyers-Milias-Brown Act. It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements and memorandums of agreement or memorandums of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or state law.



This Agreement, the City's Personnel Rules, and the resolution of adoption of this MOU set forth the wages, hours and all other terms and conditions of employment for the employees subject to this MOU. All other terms and conditions of employment, whether written or unwritten, are hereby abrogated and declared null and void.

The parties acknowledge that if the Teamsters Union membership ratifies this MOU, the City Council would adopt this Agreement by resolution and that said resolution would remain in full force and effect during the life of this MOU.

#### **ARTICLE 49: EMERGENCY WAIVER**

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the Chief Administrative Officer or his designee so declares, any provisions of this MOU or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended of the duration of such emergency. After the emergency is declared over, the Teamsters Union shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

#### **ARTICLE 50: WAIVER**

- Section 1. The parties mutually agree that neither party shall seek to negotiate or bargain with reference to wages, hours, or terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.
- Section 2. The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.
- Section 3. The parties acknowledge that this MOU shall not be in full force and effect until ratified by Teamsters Union and adopted through resolution of the City Council of the City of Hesperia.

**For the Teamsters, Local 1932:**



Rich Smith, Labor Relations Representative

5/17/2022

Date



Daniel Novaselec

5/24/22

Date



Coleen O'Brian Orta

5-24-22

Date



Mark Lockwood

05/23/2022

Date



Stephen Verheyen

5/23/22

Date

**For the City of Hesperia:**



Laura Drottz Kalty  
Lead Negotiator

5/19/22

Date



Rachel Molina  
Assistant City Manager

5/31/22

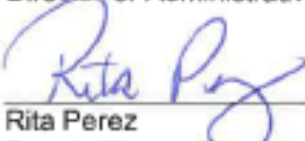
Date



Casey Brooksher  
Director of Administrative Services

5-31-2022

Date



Rita Perez  
Deputy Human Resources/Risk Management Director

5-31-2022

Date

**RESOLUTION HWD NO. 2022-05**

**A RESOLUTION OF THE HESPERIA WATER DISTRICT OF THE CITY OF  
HESPERIA, CALIFORNIA, APPROVING THE MEMORANDUM OF  
UNDERSTANDING WITH THE TEAMSTERS LOCAL 1932**

**WHEREAS**, the City and the Teamsters Local 1932 (Teamsters Union) have met and conferred and bargained in good faith and have reached a tentative agreement on a successor Memorandum of Understanding for the period of February 1, 2020 through January 31, 2022; and

**WHEREAS**, the Memorandum of Understanding prescribes the salaries, benefits, and other terms and conditions for employees of the City of Hesperia represented by the Teamsters Union; and

**WHEREAS**, the Board of Directors has reviewed and approves of the provisions included in the Memorandum of Understanding.

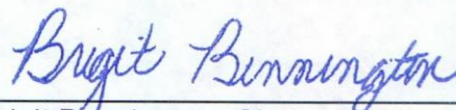
**NOW THEREFORE**, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HESPERIA WATER DISTRICT AS FOLLOWS:

Section 1. That the recitals are true and correct.

Section 2. That the Board of Directors approves the Memorandum of Understanding (Exhibit A on file in the City Clerk's Office) made and entered into between the City of Hesperia and the Teamsters Local 1932, effective February 1, 2022 through January 31, 2024.

Section 4. That the Board Secretary shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**ADOPTED AND APPROVED** this 17<sup>th</sup> day of May 2022.



Brigit Bennington, Chair

ATTEST:



Erin Baum, Assistant City Clerk



STATE OF CALIFORNIA     )  
COUNTY OF SAN BERNARDINO     )  
CITY OF HESPERIA     )

I, Erin Baum, Assistant City Clerk of the Hesperia Water District, Hesperia, California, do hereby certify that Resolution No. HWD 2022-05 was duly adopted by the Board Members of the Hesperia Water District, Hesperia, California at a Regular Meeting thereof held on the 17<sup>th</sup> day of May, 2022 by the following vote to wit:

AYES:           Bennington, Bird, Gregg, Holland, Swanson  
NOES:           None  
ABSTAIN:       None  
ABSENT:        None



Erin Baum, Assistant City Clerk



I, \_\_\_\_\_, Secretary of the Hesperia Water District, Hesperia, California, do hereby certify that the foregoing Resolution No. HWD 2022-05 is a full, true and correct copy of that now in file in this office.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the City of Hesperia, California, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Erin Baum, Assistant City Clerk



**RESOLUTION NO. 2022-035**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HESPERIA,  
CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING WITH  
THE TEAMSTERS LOCAL 1932**

**WHEREAS**, the City and the Teamsters Local 1932 (Teamsters Union) have met and conferred and bargained in good faith and have reached a tentative agreement on a successor Memorandum of Understanding for the period of February 1, 2022 through January 31, 2024; and

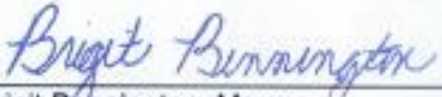
**WHEREAS**, the Memorandum of Understanding prescribes the salaries, benefits, and other terms and conditions for employees of the City of Hesperia represented by the Teamsters Union; and

**WHEREAS**, the City Council has reviewed and approves of the provisions included in the Memorandum of Understanding.

**NOW THEREFORE**, BE IT RESOLVED BY THE CITY OF HESPERIA CITY COUNCIL AS FOLLOWS:

- Section 1. That the recitals above are true and correct.
- Section 2. That the City Council approves the Memorandum of Understanding (Exhibit A on file in the City Clerk's Office) made and entered into between the City of Hesperia and the Teamsters Local 1932, effective February 1, 2022 through January 31, 2024.
- Section 3. That City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**ADOPTED AND APPROVED** this 17<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Brigit Bennington, Mayor

ATTEST:

  
\_\_\_\_\_  
Erin Baum, Assistant City Clerk

STATE OF CALIFORNIA     )  
COUNTY OF SAN BERNARDINO     )  
CITY OF HESPERIA     )

I, Erin Baum, Assistant City Clerk of the City of Hesperia, California, do hereby certify that Resolution No. 2022-035 was duly adopted by the City Council of the City of Hesperia, California at a Regular Meeting thereof held on the 17<sup>th</sup> day of May, 2022 by the following vote to wit:

AYES:           Bird, Bennington, Gregg, Holland, Swanson

NOES:           None

ABSTAIN:       None

ABSENT:        None



Erin Baum, Assistant City Clerk



I, \_\_\_\_\_, Assistant City Clerk of the City of Hesperia, California, do hereby certify that the foregoing Resolution No. 2022-035 is a full, true and correct copy of that now in file in this office.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the City of Hesperia, California, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Erin Baum, Assistant City Clerk









## "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.