

MEMORANDUM OF UNDERSTANDING

BETWEEN
CITY OF RANCHO CUCAMONGA
AND
TEAMSTERS, LOCAL No. 1932
FOR THE MEMBERS OF THE
MAINTENANCE BARGAINING UNIT

EFFECTIVE:
JULY 1, 2022
THROUGH
JUNE 30, 2025



TABLE OF CONTENTS

Section 1	Recognition	1
Section 2	Cost of Living Adjustment	1
Section 3	Salary Structure.....	1
Section 4	Salary Survey	1
Section 5	Professional Development Plan	2
Section 6	Life Insurance	3
Section 7	Health Insurance	3
Section 8	Retiree Medical.....	4
Section 9	Retirement Benefit	4
Section 10	Voluntary Employee Benefit Association (VEBA)	8
Section 11	Deferred Compensation	8
Section 12	Dental Insurance	8
Section 13	Optical Insurance	8
Section 14	Premium Only Plan Under Section 125	9
Section 15	Bereavement Leave	9
Section 16	Personal Leave	9
Section 17	Vacation	9
Section 18	Vacation Cap	10
Section 19	Vacation Buyback.....	10
Section 20	Sick Leave	11
Section 21	Sick Leave Buyback and Early Retirement Incentive*	11
Section 22	Holidays	12
Section 23	Holiday Time	12
Section 24	Premium Holiday Compensation	13
Section 25	Holiday Facility Closure	13
Section 26	Natal and Adoption Leave Without Pay	13
Section 27	Workers Compensation Leave	14
Section 28	Military Leave.....	14
Section 29	Military Service Buy Back	14
Section 30	Overtime	14
Section 31	Compensatory Time	15
Section 32	On-Call Pay	16
Section 33	Call Back Pay (Non-Exempt)	16
Section 34	Acting Pay/Out of Class Pay	16
Section 35	California Class "A" Driver License Stipend	16
Section 36	Bilingual Pay	16
Section 37	Safety Footwear and Uniforms	17
Section 38	Tuition Reimbursement For Approved College and University Courses	17

Section 39	Encouraging Professional Development.....	18
Section 40	Recovery of Professional Development Costs.....	18
Section 41	Required Certifications and Recertifications.....	19
Section 42	Direct Deposit	19
Section 43	4/10 Work Week.....	19
Section 44	Carpool Program.....	19
Section 45	Use of Bulletin Boards	19
Section 46	Access To Work Locations	20
Section 47	Dues Deduction.....	20
Section 48	New Employee Orientation.....	20
Section 49	Use of City Resources	21
Section 50	Release Time For City Union Stewards.....	21
Section 51	Release For All Hands Meetings.....	21
Section 52	Disciplinary Procedures	22
Section 53	Disciplinary Appeal Procedures	26
Section 54	Grievance Procedures	28
Section 55	Adoption of MOU	30
Section 56	Effective Date.....	30
Approvals	Signature Page	30
Weingarten Rights		Back Cover

MEMORANDUM OF UNDERSTANDING THE CITY OF RANCHO CUCAMONGA AND TEAMSTERS LOCAL 1932 FOR THE MAINTENANCE BARGAINING UNIT

SECTION 1: RECOGNITION

The City of Rancho Cucamonga recognizes the Teamsters Local 1932 (Teamsters) as the recognized employee organization for City employees in the Maintenance Bargaining Unit, comprised of the following classifications:

Maintenance Worker	Senior Maintenance Worker
Lead Maintenance Worker	Lead Mechanic
Mechanic	Electrician
Equipment Operator	Signal and Lighting Technician
Signal and Lighting Coordinator	Inventory Specialist
Maintenance Coordinator	

SECTION 2: COST OF LIVING ADJUSTMENT

Effective the first full pay period in July 2022, all Teamsters covered employees will receive a five percent (5%) Cost of Living Adjustment (COLA).

Effective the first full pay period in July 2023, all Teamsters covered employees will receive a two percent (2%) Cost of Living Adjustment (COLA).

Effective January 2024, the City will meet and confer with Teamsters Local 1932 regarding the salary survey as described in Section 4. The discussion will focus on any positions that are below market.

SECTION 3: SALARY STRUCTURE

As of the effective date of the MOU, all employees will be assigned to salary ranges which are no less than twenty percent (20%) (forty (40) salary code steps) below the control point and no more than ten percent (10%) (twenty (20) salary code steps) above the control point. Actual salary within the range is determined by performance, achievement of goals and objectives, or for recent appointments, growth within the position.

SECTION 4: SALARY SURVEY

The City shall conduct a salary survey of labor market cities approximately six (6) months before the start of new labor negotiations for the next MOU.

Effective October 2023, the City will evaluate the current survey cities and meet and confer on any proposed changes to the survey cities.

Subsequently, the City will conduct a compensation survey of all covered classifications using the City's current survey methodology (salary and salary plus medical and EPMC). Positions with four or less comparable positions shall be benchmarked to another Teamsters position.

SECTION 5: PROFESSIONAL DEVELOPMENT PLAN

The annual performance review shall be replaced with a professional development plan and at least two (2) ongoing coaching check-ins a year. The City will form a committee of all bargaining groups who have agreed to change from an annual performance evaluation to an annual professional development plan effective July 1, 2022. The committee will review the form(s) and processes not defined here for employees and their supervisors to develop the annual plan. Training, as well as handouts, will be provided to employees and supervisors to assist with the professional development plan and yearly coaching conversations. The City will review the form(s) and process with this committee at least every three years to assure their usefulness for employees and supervisors.

Teamsters Local 1932 covered employees on or starting a probationary period would be eligible to receive up to five percent (5%) through the term of their probationary period per the Personnel Rules and would then be eligible for the merit increase in the next development plan cycle as long as the probationary period was completed before the end of November (ex.: An employee whose probationary period ended in March through November would be eligible for the upcoming February increase. An employee whose probationary period ended December to February would have to wait for the following February for another increase.)

Each November, employees and their supervisors will work together to develop the Professional Development Plan which must be completed by the employee and supervisor by the end of the second full week in December of every year.

Plan Timeline:

- First and second week of November: Employees fill out their "My Action Plan."
- Third and Fourth week of November: Employees and supervisors work together on the Plan, and supervisors review the plans with their managers or who their Department determines.
- Remainder of November through second week of December: Supervisors finalize the Plan taking into account any input which their supervisors provided and go over the Plan with the employee before submittal.

Upon submission of the completed Plan in December (as outlined in the timeline above), employees not at top step are eligible for a merit increase of five percent (5%) but no greater than top step. The change will be reflected in the first full pay period the following February. There is no retroactivity for plans where the employee portion is not timely submitted. If, due to unforeseen circumstances where the employee is unable to timely submit the employee portion, the City agrees to provide additional time and/or resources as is necessary. Employees on a performance improvement plan as of December will not be eligible for a merit increase. All performance improvement plans will be reviewed in November. The current performance evaluation system will end June 30, 2022, with any increase from then on being part of this new once a year system.

If any employees below top step have overdue evaluations as of June 30, 2022, they will automatically receive a five percent (5%) merit increase for any outstanding evaluation backdated to when the

evaluation was due. These automatic merit increases cannot exceed top step of the employee's salary ranges.

SECTION 6: LIFE INSURANCE

The City provides \$30,000 base coverage of life insurance for all employees. Employees who want to purchase additional life insurance coverage with personal funds may do so at the City's group rate.

SECTION 7: HEALTH INSURANCE

A. Health Insurance Contribution

Effective the first full pay period in July 2020, the City shall provide employee and family insurance for all existing full-time continuous salaried employees within the bargaining group, subject to limitation that no such monthly funding by the City shall exceed one thousand, one hundred seventy-five dollars (\$1,175) per month.

Effective the second full pay period in December 2022, the City contribution shall increase to one thousand, three hundred dollars (\$1,300) per month.

B. Cash In-Lieu Payment

Beginning in 2023, represented employees may waive coverage under a City-paid medical insurance plan and receive a three hundred dollars (\$300) per month cash-in-lieu payment if they meet ACA requirements.

To be eligible, 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 sign an attestation every plan year at open enrollment or within thirty (30) days after the start of the plan year. 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 does not have such alternative coverage, or if conditions in this paragraph are not otherwise satisfied.

C. Affordable Care Act Reopener

The Teamsters or City may reopen negotiations on the issue of health insurance benefits to address changes to or the elimination of the ACA and in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction. These negotiations will not result in a reduction or increase in the amount the City provides for employee health coverage.

SECTION 8: RETIREE MEDICAL

Subject to the conditions stated below, effective upon a service or disability retirement from City service at or beyond age fifty-five (55) with ten (10) consecutive years of City service at the time of retirement, retirees shall be eligible to one hundred percent (100%) personally fund, without any City contribution, participation in a group health insurance program(s) which is making group health insurance available to the City's retirees.

It is agreed and acknowledged by the parties to this MOU that no representation is or can be made by the City, that such group retiree health insurance is available, or if available, will remain available for any specific future period of time.

If no such group health insurance is reasonably available, or if the private carrier(s) terminates such coverage as to the retiree group or any individual group member, the City shall have no obligation/duty to self-fund or otherwise provide insurance or replacement insurance.

All premiums for the retiree and/or eligible dependents shall be borne by the retiree. The City shall advance and submit the necessary premiums to the carrier(s), subject to the retiree reimbursing the City not later than thirty (30) calendar days after City payment of the premium. Failure to timely reimburse the City shall result in no further premium payments being made by the City, resulting in termination of insurance coverage.

The City's duty to advance said premiums shall terminate at age sixty-five (65) of the retiree, regardless of whether or not the retiree is eligible for Medicare. City shall advise the group carrier of the insured's status as a retiree. Coverage eligibility shall then be solely determined by the group insurance carrier(s).

It is likely that premium rates for retirees and/or dependents shall be greater than rates for employees. Regardless, retirees shall pay one hundred percent (100%) of said rates.

If at any time, it is determined by any group health insurance carrier that the City is prohibited from seeking premium reimbursement from a retiree, City affiliation and retiree enrollment in said group insurance plan shall immediately terminate upon rendering of the insurance carrier's decision. In such case, no retiree shall seek reimbursement from the City for any prior premiums paid by the retiree to the City as and for premium reimbursement.

SECTION 9: RETIREMENT BENEFIT

Unit members who do not meet the definition of "new member" under the California Public Employees' Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as "classic members") are enrolled in either the CalPERS retirement plan commonly referred to as the two and one-half percent at age fifty-five (2.5% @ 55) retirement plan ("Tier 1" and "Tier 2"), or in the two percent at age fifty-five (2% @ 55) retirement plan ("Tier 3") and shall be provided the benefits as described below:

A. Tier 1 – Employees Hired before September 1, 2010

- §21354.4 Two and a half percent at fifty-five (2.5% @ 55) Full Formula
- §21574 4th Level 1959 Survivor
- §20042 One (1) Year Final Compensation

1. Effective July 4, 2011, the City pays the normal eight percent (8%) CalPERS **member** contribution per Resolution 11-063.

2. Effective July 11, 2016, employees shall pay five percent (5%) of their PERSable compensation towards the CalPERS **employer** contribution per Resolution 15-090.
3. Effective the first full pay period beginning in June 2019 or the first full pay period after ratification, whichever is later, the City will pay three percent (3%) of the CalPERS **member** contribution and employees shall continue to pay five percent (5%) of their PERSable compensation; however, the employee will pay the five percent (5%) of their PERSable compensation toward the CalPERS **member** contribution. The City will adopt a resolution to reflect this change prior to the effective date.
4. Effective October 2022, employees shall pay the full eight percent (8%) of their PERSable compensation toward the CalPERS member contribution. The City will adopt a resolution to reflect this change prior to the effective date.

B. Tier 2 – Employees Hired Between September 1, 2010, and July 3, 2011

§21354.4 Two and a half percent at fifty-five (2.5% @ 55) Full Formula

§21574 4th Level 1959 Survivor

§20042 One (1) Year Final Compensation

1. Effective July 4, 2011, the City pays seven percent (7%) of the normal CalPERS **member** contribution; employee pays one percentage point (1%) of the CalPERS **member** contribution per Resolution 11-063.
2. Effective July 11, 2016, employees shall pay four percent (4%) of their PERSable compensation towards the CalPERS **employer** contribution and one percent (1%) of their PERSable compensation towards the CalPERS **member** contribution per Resolution 15-090.
3. Effective the first full pay period beginning in June 2019 or the first full pay period after ratification, whichever is later, the City will pay three percent (3%) of the CalPERS **member** contribution and employees shall move their four percent (4%) PERSable compensation currently paid toward the CalPERS **employer** contribution to the CalPERS **member** contribution for a total of five percent (5%) of their PERSable compensation toward the CalPERS **member** contribution. The City will adopt a resolution to reflect this change prior to the effective date.
4. Effective October 2022, employees shall pay the full eight percent (8%) of their PERSable compensation toward the CalPERS member contribution. The City will adopt a resolution to reflect this change prior to the effective date.

C. Tier 3 – Employees Hired on or after July 4, 2011

§21354 Two percent at fifty-five (2% @ 55) Full Formula

§21574 4th Level 1959 Survivor

§20037 Three (3) Year Final Compensation

1. Effective July 4, 2011, the City pays six percent (6%) of the normal CalPERS **member** contribution; employee pays one percentage point (1%) of the CalPERS **member** contribution per Resolution 11-063.

2. Effective July 11, 2016, employees shall pay four percent (4%) of their PERSable compensation towards the CalPERS **employer** contribution for a total of one percent (1%) of their PERSable compensation towards the CalPERS **member** contribution and four percent (4%) of the CalPERS employer contribution per Resolution 15-090.
 3. Effective the first full pay period beginning June 2019, or the first full pay period after ratification whichever is later, the City will pay two percent (2%) of the CalPERS **member** contribution and employees shall move their four percent (4%) PERSable compensation currently paid toward the CalPERS **employer** contribution to the CalPERS **member** contribution for a total of five percent (5%) of their PERSable compensation toward the CalPERS **member** contribution. The City will adopt a resolution to reflect this change prior to the effective date.
 4. Effective October 2022, employees shall pay the full seven percent (7%) of their PERSable compensation toward the CalPERS member contribution. The City will adopt a resolution to reflect this change prior to the effective date.
- D. It is understood that all contributions paid by the employee as described in Parts A through C above shall be calculated based upon the full base salary of the employee, plus any additional PERSable compensation, and any Employer Paid Member Contributions (EPMC).
- E. The City pays EPMC for the various “Tiers” as outlined above and reports the value of EPMC payments as special compensation. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1)(F) as Value of Employer-Paid Member Contributions. The parties also agree that the City has no additional obligation or costs should CalPERS, the State or the IRS determine otherwise.
- The City adopted a resolution providing that all employee CalPERS contributions shall be deducted on a pre-tax basis to the extent permitted by law or IRS regulation. All employee payments of the employer share are done pursuant to Government Code Section 20516(f).
- F. There shall be no sunset date to any provision in Section 35.
- G. The California Public Employees’ Pension Reform Act of 2013 (PEPRA) – As it may from time to time exist, the PEPRA shall in its entirety be given full force and effect. Any provision in this MOU which contradicts any provision of the PEPRA shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect.

Therefore, no provision of PEPRA shall be deemed to impair any provision of this MOU. PEPRA includes, but is not limited to, the provisions described below:

Unit members hired on and after January 1, 2013, deemed to be a “new member” as defined in Government Code §7522.04, shall individually pay an initial Member CalPERS contribution rate of fifty percent (50%) of the normal cost rate for the Defined Benefit Plan in which said “new member” is enrolled, rounded to the nearest quarter of one (1) percent (.25%) or the current contribution rate of similarly situated employees, whichever is greater.

Unit members who are “new members” and miscellaneous employees on and after January 1, 2013, shall be enrolled in the two percent at sixty-two (2% @ 62) retirement formula (Government Code §7522.20).

Unit members who are “new members” on and after January 1, 2013, shall have “final compensation” measured by the highest average annual “pensionable compensation” earned by

the member during a period of at least thirty-six (36) consecutive months (Government Code §7522.32), and their retirement benefits shall be calculated based on “pensionable compensation” (Government Code §7522.10) rather than “compensation earnable” (Government Code §20636).

H. In addition, the City has adopted the PARS Retirement Enhancement Plan generally described as one-half percent at fifty-five or at sixty (.5% @ 55 or @ 60), depending upon the employee’s hire date, for all miscellaneous employees hired on or prior to December 31, 2012. To be eligible, employees must be at least age fifty-six (56), have ten (10) years of full-time continuous service and retire from the City. This benefit will be paid to qualified retirees in addition to any CalPERS benefits to which they are entitled.

I. Employer Paid Member Contribution (EPMC)

1. The effective date of this benefit shall be July 4, 2011 and shall apply to all miscellaneous employees.

This benefit shall consist of paying eight percent (8%) of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code §20636(c)(4)) as additional compensation for employees hired prior to September 1, 2010.

This benefit shall consist of paying seven percent (7%) of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code §2063(c)(4)) as additional compensation for employees hired on or after September 1, 2010.

This benefit shall consist of paying six percent (6%) of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code §20636(c)(4)) as additional compensation for employees hired on or after July 4, 2011.

Payment of EPMC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code §20636(c)(4)), which is the monetary value of EPMC on compensation earnable.

2. Effective the first full pay period in June 2019:

This benefit shall consist of paying three percent (3%) of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code §20636(c)(4)) as additional compensation for employees hired prior to September 1, 2010.

This benefit shall consist of paying three percent (3%) of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code §20636(c)(4)) as additional compensation for employees hired prior to September 1, 2010 and before July 4, 2011.

This benefit shall consist of paying two percent (2%) of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code §20636(c)(4)) as additional compensation for employees hired on or after July 4, 2011.

3. Effective October 2022:

This benefit shall consist of paying zero percent (0%) of the normal contributions, eliminating EPMC for all tiers within this bargaining unit.

SECTION 10: VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)

The City has established a Voluntary Employee Benefit Association (VEBA) through the California Government Voluntary Employee Benefit Association to assist employees with planning for future health care expenses. Employees are allowed a one-time election to opt into the plan. Represented employees shall be eligible to participate in the plan according to a schedule negotiated separately from this Agreement.

Contributions to the Plan shall be made as City contributions through a salary reduction arrangement. All contributions made on behalf of employees through such salary reduction arrangement are made on a pre-tax basis in accordance with IRS provisions. No employer contributions are to be made to the plan. At the discretion of the applicable bargaining unit, contributions may be amended once per year provided that such amendment is permitted by IRS regulations and in conformity with the plan document.

SECTION 11: DEFERRED COMPENSATION

The City will match dollar for dollar up to fifty dollars (\$50) per month and one percent (1%) of base salary in deferred compensation for any Teamsters covered employee who pays up to fifty dollars (\$50) and one percent (1%) of base salary into deferred compensation through payroll deductions. For example: if an employee with a monthly salary of four thousand dollars (\$4,000) puts ninety dollars (\$90) per month of the pay they earned into deferred compensation, then the City will match the amount, up to the ninety dollars (\$90) maximum, and pay ninety dollars (\$90) towards that employee's deferred compensation.

Effective the first full pay period in July 2022, Deferred Compensation participation for new bargaining unit members shall be automatic with an opt-out option.

SECTION 12: DENTAL INSURANCE

The City shall provide a dental insurance plan for all full-time continuous salaried employees within the bargaining unit.

SECTION 13: OPTICAL INSURANCE

The City shall provide an optical insurance plan for all full-time continuous salaried employees within the bargaining unit. The City agrees to average the cost of optical insurance for all full-time continuous salaried employees within the bargaining unit.

SECTION 14: PREMIUM ONLY PLAN UNDER SECTION 125

- A. The City has implemented a Section 125 (premium only plan) that allows pre-tax payroll deductions for employees' contributions for health benefits.
- B. The City agrees to provide technical assistance (such as automatic payroll deduction, etc.) in the event employees within the bargaining unit decide to expand this benefit from a "premium only plan" to a "flexible spending account" provided that those participating pay all costs incurred in expanding and maintaining this program.

SECTION 15: BEREAVEMENT LEAVE

When a death occurs in the family of a full-time employee, the employee shall be granted up to eighty (80) hours of bereavement leave with pay. A death certificate or other acceptable evidence may be required by the City Manager or designee before leave is allowed. Family members are defined as follows: employee's spouse or domestic partner, employee's parents, employee's grandparents, employee's children, employee's siblings, employee's grandchildren, employee's great-grandparents, employee's spouse's or domestic partner's parents, employee's spouse's or domestic partner's grandparents, brother-in-law, sister-in-law, employee's spouse's or domestic partner's children, employee's spouse's grandchildren, employee's spouse's or domestic partner's great-grandchildren, employee's spouse's or domestic partner's great-grandparents, or a blood relative residing with the employee. The City Manager or designee shall approve such bereavement leave. (References to domestic partner refer to registered domestic partners, as defined by California Family Code Section 297.)

Effective the first full pay period in July 2022, employees are eligible for an additional forty (40) hours of bereavement leave in addition to the currently provided eighty (80) hours when the bereavement leave is related to the employee's spouse or domestic partner, employee's parents, employee's children, son-in-law, daughter-in-law, or employee's siblings, employee's spouse's or domestic partner's parents, employee's spouse's or domestic partner's children, or a blood relative residing with the employee. The parties agree to review any usage concerns in January of 2023.

SECTION 16: PERSONAL LEAVE

Employees within the bargaining unit can use up to forty (40) hours of accrued sick leave, vacation, administrative leave or holiday time as personal leave. These forty (40) hours can be used incrementally (i.e., one (1) hour, half (½) hour) throughout the fiscal year. Use of this time is for situations requiring the employee's attention and addressing work-life balance issues. Personal Leave needs to be cleared with their supervisor when using this time. Personal leave can be taken after six (6) months service.

SECTION 17: VACATION

All full-time employees within the bargaining unit shall, with continuous service, accrue working hours of vacation monthly according to the following schedule. Vacation can be taken after six (6) month's service.

<u>Length of Service In Years</u>	<u>Hours Accrued Per Pay Period</u>	<u>Annual Hours Accrued</u>
1	3.077	80
2	3.461	90
3	3.846	100
4	4.230	110
5	4.615	120
6-8	5.000	130
9	5.384	140
10	5.769	150
11-13	6.153	160
14	6.538	170
15+	6.923	180

SECTION 18: VACATION CAP

Employees will be cashed out of vacation balances in excess of one thousand, forty (1,040) hours as follows:

- A. In the first year of the MOU, as this new cap is implemented, existing employees who, at the end of the calendar year, have vacation hours accrued that exceed one thousand, forty (1,040) hours will make an irrevocable decision before the end of the 2019 calendar year as to whether they want the overage distributed via cash or deferred compensation, or if they will maintain their current accrued vacation hours in excess of one thousand, forty (1,040) in a separate one-time bank, which will be treated as any other vacation. If the employee selects payment or distribution, the payment or distribution will occur in April of 2020.
- B. Beginning in 2020, any hours accrued over one thousand, forty (1,040) hours as of the end of each calendar year will be cashed out via check or deferred compensation. Employees will make an irrevocable decision by the end of the calendar year as to the cash-out method, and the payment or distribution will occur in April of the following calendar year.

SECTION 19: VACATION BUYBACK

Annually, any employee that wants to have the City buyback vacation hours shall make an irrevocable election to do so. The irrevocable election shall be submitted in writing to the City’s Human Resources Department on or before December 15 and shall indicate the number of hours of vacation that the employee expects to earn in the following calendar year that the employee wants the City to buy back, with a minimum buyback of twenty (20) hours up to a maximum of one hundred sixty (160) hours. This buyback shall occur twice annually, in June/July (between the last payday in June and the first payday in July) and December (between the first and second payday of the month), and the employee must indicate the total amount of hours they want paid out in June/July and in December. Regardless of the number of hours requested to be cashed out at either time, the most the City can cash out is the number of hours accrued and available in that calendar year to date. Employees must maintain a minimum of forty (40) hours of accrued vacation subsequent to any payment of vacation buyback time.

SECTION 20: SICK LEAVE

All full-time employees shall, with continuous service, accrue one hundred twenty (120) hours of sick leave annually. Sick leave accrual (ten (10) hours/month) begins on the first day of employment and can be taken after ninety (90) days of service.

A. Personal Sick Leave

Employees can use sick leave for personal illness, injury, a health-related reason (such as the diagnosis, care or treatment of a health condition), or preventive care.

B. Family Sick Leave

Employees can use sick leave for the illness or injury of a health-related reason (such as a diagnosis, care or treatment of a health condition), or preventive care of a qualified family member.

For the purpose of Family Sick Leave, a qualified member means the employee's child (includes any age or dependency status, or for whom the employee is a legal ward or stands in loco parentis), parent (includes person who stood in loco parentis of the employee as a child, parent-in-law, spouse, registered domestic partner, grandparent, grandparent-in-law, great-grandparent, great-grandparent-in-law, grandchild, great-grandchild, or sibling).

C. Other Statutory Use

Sick Leave can be used to cover an absence for an employee who is a victim of domestic violence, sexual assault or stalking to:

- (a) Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child(ren).
- (b) Obtain medical attention or psychological counseling; services from a shelter, program, or crisis center; or participate in safety planning or other actions to increase safety.

SECTION 21: SICK LEAVE BUYBACK AND EARLY RETIREMENT INCENTIVE*

Effective the first full pay period in July 2022, if employees within the bargaining unit terminate their City employment after five (5) years of continuous service, the City will buy back one hundred thirty (130) hours of sick time if they provide at least two (2) weeks' written notice of their intent to separate.

If employees provide an early notification of their intention to retire from the City, the City will pay employees for additional non-cumulative accrued sick leave hours in accordance with the schedule below. Notifications must be given in writing to Human Resources in the form of an irrevocable letter of resignation with intent to retire.

- Notification of at least six (6) months (one hundred eighty (180) calendar days*): Seventy-five (75) hours additional sick leave buyback.
- Notification of at least four (4) months (one hundred twenty (120) calendar days*): Fifty (50) hours additional sick leave buyback.
- Notification of at least two (2) months (sixty (60) calendar days*): Twenty (20) hours additional sick leave buyback.

*Employees must have leave available in order to be eligible for the additional buyback. Use of vacation and management leave during the time between the notification and the employee's retirement date will not be counted toward the required notification periods in the schedule above.

SECTION 22: HOLIDAYS

The City Offices shall observe the following fourteen (14) holidays. All full-time, continuous salaried employees shall be compensated at their regular rate for these days.

(1)	July 4	Independence Day
(2)	First Monday of September	Labor Day
(3)	November 11	Veteran's Day
(4)	Fourth Thursday of November	Thanksgiving Day
(5)	Day Following Thanksgiving	Floater
(6)	December 24	Day preceding Christmas (Floater)
(7)	December 25	Christmas Day
(8)	January 1	New Year's Day
(9)	Third Monday of January	Martin Luther King's Birthday
(10)	Third Monday of February	President's Day
(11)	Last Monday of May	Memorial Day

⁽¹²⁻¹⁴⁾ Three discretionary days may be taken by employee at his/her convenience after six (6) months service subject to approval of the Department head. Days may not be carried over from one (1) fiscal year to the next. Whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Whenever a holiday falls on a Friday or Saturday, the preceding Thursday shall be observed as the holiday. When a holiday combination occurs (Thanksgiving, Christmas, etc.) where two (2) consecutive days are holidays and it would result in the City Hall being open to serve the public only two (2) days during the week, only one (1) of the holidays will be observed and the other holiday will become a floating holiday. For example, for Thanksgiving, Thursday will be observed as the regular holiday; however, Friday will become a floating holiday to be used at a later date. For Christmas, Wednesday will be observed as the regular holiday; however, Tuesday (the day preceding Christmas) will become a floating holiday to be used at a later date. In the instance of Thanksgiving, Christmas, or New Year's, employees will have until June 30 to use those floating holidays accrued between Thanksgiving and New Year's. Also, those days will not accrue as floating holidays until the actual holiday has occurred. Each year the City will designate which days will be observed and which are floating holidays. Employees within the bargaining unit who are eligible to bank a holiday, have until June 30 (end of fiscal year) to use the banked holiday earned from July 1 through April 30. Any holiday banked in May and June, employees have until September 30 to use the banked holiday.

SECTION 23: HOLIDAY TIME

The City agrees that employees within the bargaining unit who are assigned to work on a holiday, whether or not their regular shift assignment requires they work that day, are eligible for pay at time and one-half (1 1/2) for working that day. This time and one-half (1 1/2) may be taken as compensation or put in a compensatory time off bank, (in effect, compensating at double time and one-half (1 1/2)). That rate of compensation is tallied as follows: the ten (10) hours compensation for the holiday, plus

compensation at time and one-half (1 1/2) for the hours actually worked. This payment at time and one-half (1 1/2) abrogates the employee's right to that holiday.

SECTION 24: PREMIUM HOLIDAY COMPENSATION

Bargaining unit employees required, as part of the regular work assignment, to work on Christmas Day, New Year's Day, Independence Day or Thanksgiving Day, are allowed to observe the holiday on another day. Additionally, these employees who work on the aforementioned designated holidays may select to receive compensation on that holiday at time and one-half (1 1/2) for the ten (10) hour shift or take a second holiday as time off at a later date.

SECTION 25: HOLIDAY FACILITY CLOSURE

During the term of this MOU, there will be Holiday Facility closures, and certain City facilities may close in conjunction with the Christmas and New Year's holidays. Closure dates for City facilities shall be determined by the City in order to balance the impact on public services. The City will strive to provide a schedule on Holiday Facility closures at least six (6) months or more in advance of the closure.

During a holiday closure, affected represented employees may take paid leave from holiday, compensatory time, vacation accruals, or use unpaid leave. When holiday closures are implemented by the City, Section 22 provisions regarding consecutive holidays shall not apply.

SECTION 26: NATAL AND ADOPTION LEAVE WITHOUT PAY

A. With Pay

Employees within the bargaining unit are granted up to eighty (80) hours of natal and adoption leave with pay for the birth or adoption of a child; however, use of the eighty (80) paid hours does not extend any time charged under FMLA or CFRA. Any paid time required beyond this initial eighty (80) hours must be charged to sick leave, vacation, compensatory or floating holiday time.

Effective the first full pay period in July 2022, employees are eligible for an additional forty (40) hours of paid Natal and Adoption leave for a total of one hundred twenty (120) hours. This is part of and does not add to leave time allowed by Federal or State leaves.

B. Without Pay

The City shall provide employees within the bargaining unit up to four (4) months natal and adoption leave for the birth or adoption of a child including the paid leave as outlined above; such leave shall be pursuant to the provisions of the California Pregnancy Disability Act ("PDA"; California Government Code § 12945), if applicable. The City's PDA policy is incorporated herein by reference. Employees on this leave of absence without pay beyond the four (4) month period will be responsible for the payment of medical, dental and optical premiums to keep the coverage in force during the leave of absence.

SECTION 27: WORKERS COMPENSATION LEAVE

Any employee within the bargaining unit covered herein who is receiving disability payments under the “Workers Compensation Act of California” for on-the-job injuries sustained while engaged in the performance of duties of any such City position, shall receive from the City during the first three (3) months of such disability absence, payments in an amount equal to the difference between the disability payments received under the Workers Compensation Act and employee’s full salary. Such payments by the City should be made without any deduction from accrued sick leave benefits. The City’s obligation for such payments shall commence on the first day of such disability absence. In the event the employee’s disability absence should exceed three (3) months, an employee shall be allowed to supplement the Workers Compensation benefit received under State law with available accrued sick leave, accrued vacation leave or accrued compensatory time. The total number of leave hours, along with the Workers Compensation benefit, shall not exceed the employee’s base pay for each day of the leave. For this purpose, accrued leave hours can only be used in one (1) hour increments.

SECTION 28: MILITARY LEAVE

Employees within the bargaining unit required to serve military leave will be compensated pursuant to the Military and Veterans Code. Finance may require military pay information in order to calculate a qualified employee’s pay.

SECTION 29: MILITARY SERVICE BUY BACK

Employees within the bargaining unit have the option for military service buyback at the employee’s expense.

SECTION 30: OVERTIME

A. Maintenance Bargaining Unit

The City agrees that employees within the bargaining unit who are, due to health and safety reasons, sent home to rest and to be available to work additional hours as a result of a storm or impending emergency situation and are not subsequently recalled to work, will be compensated for the hours not worked in that shift, due to them having been sent home, to bring the total hours to ten (10) worked in that shift.

Employees within the bargaining unit who are subsequently recalled to work the storm or emergency situation will work no more than twelve (12) consecutive hours, due to health and safety reasons. Any hours worked in excess of ten (10) in that twelve (12) hour shift will be paid at time and one-half (1 1/2), regardless of the total number of compensated hours for that week.

Employees within the bargaining unit, who have already worked forty (40) hours in a work week, may request time off in order to avoid payment of overtime. It is at the discretion of the supervisor to approve that request.

B. Overtime Calculation

For the purpose of overtime calculations, vacation leave, holiday leave, and comp time shall be considered hours worked. Overtime is compensated at one and one-half (1 1/2) times the employee's Fair Labor Standards Act (FLSA) regular rate of pay. Only hours worked as defined here shall be considered for the purpose of calculating the FLSA overtime pay.

SECTION 31: COMPENSATORY TIME

Employees may choose to earn compensatory time (comp time or CTO) in lieu of payment for overtime, if approved by a supervisor, in accordance with the following provisions:

1. HHW/Used Oil Program Comp Time:
 - A. Employees can request and be approved for comp time for work at the HHWF facility if they code their timecard to the appropriate HHWF account number (see Finance for directions). Comp time earned for working at the HHWF must be exhausted first as the employee uses comp time. Use of this HHWF comp time must also be properly coded on the employee's time card (see Finance for directions). The maximum amount of comp time that an employee may accrue pursuant to this Section is eighty (80) hours.

Employees will be paid out by the last pay period in June for all HHWF comp time unused as of June 1 of each year; they will be paid out by the last pay period in December for all HHWF comp time unused as of December 1. No comp time pursuant to this Section may be accrued in December of any calendar year.

- B. Employees working at the HHW and being paid out of the Used Oil Recycling Program overtime account can only receive overtime payments for that work.
2. All other Comp Time:

An employee that works overtime between January 1 and November 30 of each calendar year may decide to accrue compensatory time off (CTO) at one and one-half (1 1/2) times the number of overtime hours worked instead of receiving immediate payment for overtime worked. The maximum CTO that an employee may accrue is one hundred fifty (150) hours. Once an employee reaches that accrual cap, all additional overtime worked in that calendar year shall be paid. Employees may use CTO as time off during the calendar year, subject to supervisor approval. Supervisors shall not unreasonably withhold approval for use of accrued CTO, and the need to replace the employee using CTO with another employee on overtime shall not be the basis for denying a requested use of CTO. Any CTO that is earned between January 1 and November 30 of a calendar year that is not used as time off before November 30, minus any comp time the employee plans to use during the holiday closure dates in that same year, shall be cashed out with the last paycheck distributed in the calendar year. Overtime worked during December of a calendar year shall not be eligible for CTO.

SECTION 32: ON-CALL PAY

On-call assignments and requirements for employees assigned to being on call will be determined by the Department head or designee(s). Employees within the bargaining unit required to be on-call shall be compensated at the rate of two hundred seventy-five dollars (\$275) per week. On call employees who field calls, dispatch other employees, or do other work directly related to being on call should report hours worked to the closest quarter (1/4) hour on their timecard.

SECTION 33: CALL BACK PAY (Non-Exempt)

- A. If an employee is required to be called back to work after completing his or her normal shift or after having left City premises or the employee's work location, the employee shall be compensated at the appropriate rate for each hour worked on call back with a minimum of two (2) hours call back compensation at the appropriate rate, regardless of whether the employee actually works less than two (2) hours. This provision shall be applicable to employees although the employee's regular work week is not completed but shall not apply to employees who are continuing on duty for their normal work shift. The time starts when the call back call is received by the employee. Employees must arrive at the worksite and perform the work required in order to receive call back pay.
- B. When an employee is called on his/her day off or after hours for work purposes, the employee shall be compensated at the overtime rate or in comp time for the actual time worked, rounded to the nearest quarter (1/4) hour.

SECTION 34: ACTING PAY/OUT OF CLASS PAY

Acting Pay/Out of Class Pay will take effect for Teamsters bargaining unit employees who assume responsibilities of a higher-level classification after one hundred twenty (120) working hours at the higher-level classification within a thirty (30) day calendar period.

SECTION 35: CALIFORNIA CLASS "A" DRIVER LICENSE STIPEND

Employees required by the City to hold a valid Class "A" Driver's License for their position and participate in Department of Transportation (DOT) random drug and alcohol testing shall receive a stipend of seventy-five dollars (\$75) per month (thirty-four dollars and sixty-one cents (\$34.61) per pay period). The Department will provide and maintain a list of positions and employees in those required positions. The list will be available upon request.

SECTION 36: BILINGUAL PAY

Employees within the bargaining unit who qualify for bilingual pay will be provided fifty dollars (\$50) per month.

SECTION 37: SAFETY FOOTWEAR AND UNIFORMS

The City will provide up to three hundred fifty-five dollars (\$355) annually toward the purchase and/or replacement of safety footwear as needed, at a City-designated vendor for employees required to wear safety footwear in the performance of their job duties. The three hundred fifty-five dollars (\$355) shall also be available to purchase footwear-related accessories including laces, socks, orthotics, or sole inserts. There shall be no change in the current voucher method of funding these footwear items/accessories.

The City may provide uniforms (including shirts) and/or maintenance of uniforms for all positions covered under this MOU.

The City reports to CalPERS on an annual basis the actual value of compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing for Teamsters covered CalPERS' Classic Members. The parties analyzed the value and determined it shall not exceed seven hundred ten dollars (\$710) per fiscal year. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2CCR, Section 571(a)(5), "Statutory Items". The parties also agree that the City has no additional obligation or costs should CalPERS, the State or the IRS determine otherwise.

SECTION 38: TUITION REIMBURSEMENT FOR APPROVED COLLEGE AND UNIVERSITY COURSES

Reimbursements by the City of the following enumerated college and/or university course expenses shall not exceed two thousand three hundred dollars (\$2,300) during any fiscal year.

Eligibility for said reimbursement in an amount not to exceed two thousand three hundred dollars (\$2,300) in any one (1) fiscal year shall be contingent upon a determination by the employee's Department head or his designee that all the following conditions precedent exists:

- A. Expenses shall be incurred for coursework undertaken at a college or university that is licensed/accredited by one of the six regional accreditors involved in higher education accreditation in the United States.
- B. The applicant for reimbursement shall represent to the Human Resources Department documentation prepared by the accredited/licensed college or university which evidences the applicant's receipt of a grade "C" or "pass" in a pass/fail class. As regards each class for which reimbursement is sought where an employee is simultaneously enrolled in multiple approved classes and does not receive a "C" or "pass" in any one or more of such classes, the amount of expenses subject to the City's reimbursement shall be reduced and/or as appropriate, pro-rated to reflect no reimbursement being made for expenses related to classes where the minimal grade was not received.
- C. Eligibility for reimbursement for said expenses shall be confined to either: 1) those courses that in and of themselves consist of curriculum which is predominately related to the development of skills reasonably anticipated by the City to enhance the applicant's job performance (by means of a non-inclusive example only, art classes would not qualify for reimbursement); or 2) where the employee has declared a major that is job-related as set forth in this Section C, to those

classes which must be completed as a condition precedent to successful completion of the course of study in the selected major.

- D. Eligibility for reimbursement upon completion of coursework shall be predicated upon the employee's Department head or his designee, making a written determination prior to the affected employee's enrollment in the course(s) for which reimbursement is later sought, that the coursework is offered by an accredited college or university and that the above-described job nexus does exist. The determination of the Department head or his designee in such regards shall be final.
- E. The costs which shall be subject to reimbursement are limited to the following: 1) tuition; 2) books; 3) supplies; 4) parking; and 5) laboratory. In addition to all other conditions precedent to reimbursement set forth in this Section, prior to reimbursement being approved, written receipts shall be provided to the Personnel Department and shall evidence each expenditure for which reimbursement is sought.

SECTION 39: ENCOURAGING PROFESSIONAL DEVELOPMENT

Promotions are movements to a different classification with a higher pay range. Bargaining unit employees are encouraged to seek regular performance feedback from their direct supervisors and other Department leadership for professional development and in order to prepare to compete for future promotional opportunities. If a member applies for a promotion to a bargaining unit position and is not selected for an interview or has an interview but is not selected for the job, the employee is encouraged to request feedback from their supervisor as to the reasons why they were not selected. The supervisor will work with other Department personnel and/or Human Resources to provide a response to the requesting employee within thirty (30) days of the request.

Bargaining unit employees are encouraged to register on the City's employment portal to be informed of promotional opportunities by email, and to check their City email account regularly for information regarding promotional opportunities.

SECTION 40: RECOVERY OF PROFESSIONAL DEVELOPMENT COSTS

The City may pay the cost of training and certificate programs, up to ten thousand dollars (\$10,000) for individual employees that are not required to maintain their positions, with the goal of providing additional development opportunities for employees.

Employees can request that the City pay the cost of such training and certifications. The Department Director and/or Deputy City Manager, with the approval of the City Manager, may approve these requests, subject to budget availability.

If an employee requests participation in a training or certificate program with a registration cost of two thousand dollars (\$2,000) or more, the employee will be required to repay the cost of that training or certificate if they leave City employment within four (4) years of the registration for that program. One-quarter (1/4) of the amount owed is forgiven each year. The employee must sign an agreement indicating that any outstanding amount can be deducted from their final paycheck upon separation.

This benefit does not pertain to professional conferences related to an employee's ongoing continuous learning, which are routinely budgeted within a Department's budget.

SECTION 41: REQUIRED CERTIFICATIONS AND RECERTIFICATIONS

The City will pay for the cost of any required certifications or recertifications required of employees to maintain their positions. Required certifications must be outlined in an employee's classification specification. The Department Director, with the approval of the City Manager, can add to, but not eliminate certifications and recertifications that Departments will cover the costs for employees to maintain. Any additions by the Department head must be applied equally to all employees in that classification.

SECTION 42: DIRECT DEPOSIT

All new bargaining unit members are required to enroll in direct deposit. Vacation buybacks can be by paper check.

SECTION 43: 4/10 WORK WEEK

The City of Rancho Cucamonga City Hall operates on a 4/10 work week, hours 7 a.m. to 6 p.m., Monday through Thursday. Different bargaining unit employees generally work from 6 a.m. to 4:30 p.m. with a half-hour lunch. Actual days and times of work vary based on the hours of operations at various facilities employees are assigned to.

SECTION 44: CARPOOL PROGRAM

The City has implemented a well-defined, equitable, carpool program that eliminated the previously provided time-off incentive with a financial incentive. The carpool program is open to all full-time regular employees. Participation is voluntary, and employees interested in participating shall file a Rideshare Application Agreement and comply with the requirements of the program. The financial incentive for the program is two dollars and ten cents (\$2.10) per day for every day that the bargaining unit employee carools.

SECTION 45: USE OF BULLETIN BOARDS

The City will furnish a portion of existing bulletin board space, located in bargaining unit break areas where such bulletin boards currently exist for Teamsters' notices. Such space will be no less than eighteen inches (18") by twenty-four inches (24") depending on available space. Bulletin boards shall only be used for the following notices:

- Schedule Teamsters' meetings, agendas, and minutes
- Information on Teamsters' elections and the results
- Information regarding Teamsters' social, recreational, and related news bulletins
- Reports of official business of Teamsters, including negotiations, reports of committees or the Board of Directors

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. Notices

that are posted, distributed or placed in an employee's City mailbox shall not be obscene, defamatory or of a political nature. All notices to be posted must be dated and signed by an authorized representative of Teamsters.

SECTION 46: ACCESS TO WORK LOCATIONS

The parties recognize and agree that, in order to maintain good employee relations, it is necessary for Labor Relations Representatives and designated Shop Stewards of Teamsters to confer with bargaining unit employees during work hours. Therefore, Teamsters' Labor Relations Representatives or Shop Stewards will be granted access to work locations during regular working hours to investigate and process grievances or appeals. Teamsters' Labor Relations Representatives or Shop Stewards shall be granted access upon obtaining advance authorization from the designated management representative prior to entering a work location and after advising the City at least one (1) business day in advance of the requested access and of the general nature of the business. The designated management representative may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of City operations. The designated management representative shall not unreasonably withhold timely access to work locations. The City shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the designated management representative shall establish a mutually agreeable time for access to the employee. Teamsters' Labor Relations Representatives or Shop Stewards granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal. The City shall not unreasonably interfere with Teamsters' access rights to work locations and any reasonable denial of access shall not be subject to the grievance procedure.

SECTION 47: DUES DEDUCTION

Teamsters membership dues and insurance premiums for plans sponsored by Teamsters, provided such plans are not intended to replace City provided health plans, shall be deducted by the City upon notification by Teamsters stating that an employee has requested that such deduction be made, and the City will stop deductions upon notification from Teamsters that an employee has requested that such deductions be ceased. Remittance of the aggregate amount of all membership dues deducted from the pay warrants of employees covered hereby shall be made to Teamsters on a regular basis consistent with the City's regular pay-periods. Teamsters shall be deducted in an amount per bi-weekly pay period authorized by the Teamsters Board of Directors. The City shall not be liable to Teamsters, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than those constituting actual deductions made from employee wages earned. Teamsters shall hold the City harmless for any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the City under this Article.

SECTION 48: NEW EMPLOYEE ORIENTATION

City shall provide thirty (30) minutes at a mutually agreeable time during the employee onboarding process for a Teamsters Local 1932 representative to meet with a new Teamsters Local 1932 covered employee and present the benefits of being a member of the Union. Onboarding new employees occurs

during the first working day at the start of a new pay period up to twenty-six (26) times per year. The City will provide a calendar before the start of a new year. A Teamsters Local 1932 representative will have up to thirty (30) minutes of uninterrupted time to meet with new Teamsters Local 1932 covered employees. Prior to meeting, or in no case later than the meeting time, the City will provide the name and job assignment of the new employee to the Teamsters Local 1932 representative. The City will provide designated Teamsters Local 1932 representatives with all available information about the employee as required under AB 119 within thirty (30) days of the employee's start date, and the City will provide the required information on all Teamsters Local 1932 covered employees again as required by AB 119 at least three (3) times per year.

SECTION 49: USE OF CITY RESOURCES

Teamsters may be granted permission to use any City facilities accessible to the general public for meeting purposes during the regular hours such space is accessible to the public, provided space for such meetings can be made available without interfering with City needs and is otherwise not reserved by any other groups or individuals. Teamsters may also be permitted to use the City Council Chambers during regular business hours for Teamsters' meetings, provided the City Council Chambers is not otherwise reserved. Permission to use City facilities must be obtained by Teamsters from the appropriate management representative. Teamsters shall be held fully responsible for any damages to and the security of any City facilities that are used by Teamsters.

SECTION 50: RELEASE TIME FOR CITY UNION STEWARDS

The City and Teamsters Local 1932 also agree to the following release time for City Union Stewards:

- a. Release of one (1) Steward for up to three (3) hours each month for the Union's Local-wide Stewards' Meeting.
- b. Release of one (1) Steward for a full day each month if elected to the Union's Executive Board.
- c. Release of up to two (2) Stewards for training for up to a full day of training as Stewards no more than once a fiscal year (July to June).

The release of Stewards as outlined above shall be paid by the City. Release may be denied if a supervisor/manager determines the employee is needed for a crucial assignment or the need for emergency staffing condition exists. Release per this Section will not be unreasonably denied.

SECTION 51: RELEASE FOR ALL HANDS MEETING

The Teamsters Local 1932 bargaining unit shall be allowed four (4) ninety (90) minute meetings per fiscal year, including travel time, during work hours for the purpose of labor negotiations with the City. Additional meetings may be requested and may be granted by the Director of Public Works.

SECTION 52: DISCIPLINARY PROCEDURES

A. Definition and Objective of Discipline

Discipline is the enforcement of policies, rules, regulations and/or other administrative or legal requirements designed to maintain a standard of cooperation and conduct necessary to successfully carry out the mission of the City organization. The purpose of discipline is to assist the employee in recognizing and correcting any behavior or deficiencies regarding performance. Self-discipline or self-conformity is the goal strived for by this Section. Disciplinary action of classified employees who have attained regular status, when necessary, shall be documented in such a manner as to be defensible on appeal and/or review.

In all instances where disciplinary action is contemplated, the affected employee shall be afforded prior notice of the proposed disciplinary action. The employee shall have reasonable opportunity to present, in person, their review of the incident(s) resulting in the disciplinary consideration.

Types of disciplinary actions applicable to regular employees in the classified service are: dismissal, disciplinary demotion, reduction in pay steps within a pay range, disciplinary suspension, written reprimand, or an appropriate combination of these disciplinary actions. The aforementioned types of disciplinary actions are defined as follows:

1. Oral Reprimand: An oral consultation between the supervisor and employee whereby the supervisor indicates to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if improvement is not made. An oral reprimand may not be appealed under this Rule.
2. Written Reprimand: An official notification in writing by the supervisor to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if improvement is not made. A written reprimand may not be appealed under this Rule.
3. Disciplinary Suspension: The temporary separation from City service of an employee without compensation. A suspension of less than four (4) days may not be appealed under this Rule.
4. Reduction in Pay: The reduction of the employee's pay rate within the pay range established for the employee's class.
5. Disciplinary Demotion: The demotion of an employee from a position in one (1) class to a position in another class having a lower maximum rate of pay. The demotion may be permanent or temporary.
6. Dismissal: The discharge of an employee from City service.

B. Disciplinary Procedures

The purpose of the Disciplinary Procedures is to afford the regular employee an opportunity to present his/her view of a factual situation leading to the proposed disciplinary action of suspension of four (4) or more days, reduction in pay, demotion or dismissal, and to afford appropriate administrative review of any disciplinary action which is taken.

1. Initial Notice: The employee shall be given written notice of the proposed disciplinary action by the Division Manager. The notice shall be delivered to the employee in person

and/or mailed to the employee's last known residence by certified mail, return receipt, postage prepaid. Such notice shall include:

- a. The level of discipline intended to be imposed;
 - b. The specific charges upon which the intended discipline is based;
 - c. A summary of the facts upon which the charges are based;
 - d. A copy of all written materials, reports or documents upon which the intended discipline is based;
 - e. Notice of the employee's right to respond to the Department head regarding the charges within five (5) calendar days from the date the notice of the proposed disciplinary action is sent or delivered to the employee, either by requesting an informal conference, by providing a written response, or both;
 - f. Notice of the employee's right to have a representative of his or her choice at the informal conference, should he or she choose to respond orally; and
 - g. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.
2. Right to Respond: The employee has five (5) calendar days from the date the notice of the proposed disciplinary action is sent or delivered to the employee to review the documents, materials, charges and other evidence presented pursuant to Section 50, subsection B (1) above, and to respond either orally and/or in writing to the Department head. If the employee requests a conference to respond orally to the proposed disciplinary action, the conference must be scheduled at least seven (7) calendar days after the date the notice of proposed disciplinary action is sent or delivered to the employee. The conference will be an informal meeting with the Department head.
3. Right to Representation: The affected employee has the right to be represented during the disciplinary procedure, at the employee's own expense.
4. Further Investigation: If the Department head determines that the employee's version of the facts creates doubt as to the accuracy of the information provided, the Department head will initiate a further investigation of the factual situation leading to the proposed disciplinary action.
5. Implementation of Disciplinary Action: Upon completion of the procedures set forth above, the employee shall be given written notice of the disciplinary action by the Department head. The notice shall be delivered to the employee in person and/or mailed to the employee's last known residence by certified mail, return receipt, postage prepaid. Such notice shall include:
- a. The level of discipline, if any, to be imposed and the effective date of the discipline;
 - b. The specific charges upon which the discipline is based;
 - c. A summary of the facts upon which the charges are based;
 - d. A copy of all written materials, reports or documents upon which the discipline is based; and
 - e. A statement of the nature of the employee's right to appeal.

C. Discipline Authority: Department heads shall have the power and duty to determine the need for disciplinary action and implement disciplinary actions.

1. Informal Discussion: Though not a disciplinary action, when a minor job performance problem develops, an informal discussion shall usually occur to assist the employee in clarifying and remedying the problem. An informal discussion is designed to clarify standards, policies and procedures, and/or rules and regulations so that problems are resolved early, and the need to utilize disciplinary action may be avoided.
2. Oral or Written Reprimand: A supervisor may reprimand a subordinate for cause. When deemed appropriate, reprimands shall be in writing and be addressed to the employee. The employee will be directed to acknowledge receipt by signing the document. A signed copy shall be forwarded to the Human Resources Department for placement in the employee's file. Reprimands cannot be appealed. The employee may write a written response that must be received by the Administrative Services Department within eight (8) working days from the date the notice is sent or delivered to the employee, to be placed in the personnel file with the reprimand.
3. Suspension: A regular employee may be suspended without pay by the Department head. Before the effective date for any non-emergency suspension of four (4) or more days, the employee will be furnished with written notice pursuant to subsection B (1) of this Rule and be given an opportunity to respond. Suspensions of less than four (4) days cannot be appealed. The employee may write a written response which must be received by the Human Resources Department within eight (8) working days from the date the notice is sent or delivered to the employee, to be placed in the employee's personnel file along with the notice of suspension.
4. Reduction in Pay: A Department head may reduce an employee's pay within the range. Before the effective date of said reduction, the employee shall be furnished with written notice pursuant to subsection B (1) of this Rule and be given an opportunity to respond. The employee shall be assigned a new anniversary date for merit review purposes. Such date shall coincide with the effective date of the reduction action.
5. Demotion: A Department head may demote an employee to a lower class for disciplinary reasons. Before the effective date of the demotion, the employee shall be furnished with written notice pursuant to subsection B (1) of this Rule and be given an opportunity to respond. The demoted employee shall be assigned a new anniversary date for merit review purposes. Such date shall coincide with the effective date of the demotion.
6. Dismissal: A Department head may terminate a regular employee for cause pursuant to subsection A (6) of this Rule. Before the effective date of the dismissal, the Department head shall provide the terminated employee with a written notice pursuant to subsection B (1) of this Rule and give the employee an opportunity to respond.

D. Emergency Situations

An employee may be temporarily placed on administrative leave from City Services with or without pay for a period of time not to exceed time reasonably necessary to permit an investigation of a matter which may result in a disciplinary action. Any employee having supervisory authority and responsibility may initiate an emergency suspension with pay. Suspension without pay must be initiated by the Department head. In the event the investigation

develops in the employee's favor and no disciplinary action is filed within the suspension period, the employee shall be reinstated to duty with all accrued salary and other benefits.

E. Grounds for Disciplinary Action

The following non-exclusive list shall constitute grounds for disciplinary action (any of them may be sufficient cause upon which to base a disciplinary action):

1. Fraud in securing employment or making a materially false statement on an application for employment or on any supporting documents furnished with or made a part of any application.
2. Incompetency, such as failure to comply with a minimum standard for an employee's position for a significant period of time.
3. Neglect of duty, such as failure to perform the duties required of an employee's position.
4. Willful disobedience or insubordination; such as willful failure to carry out the direction of a supervisor, failure to conform to established orders or directions of persons in a supervisory position or insulting or demeaning the authority of a supervisor or manager.
5. Dishonesty; making any false statement, omission or misrepresentation of material facts.
6. Being under the influence of alcohol or intoxicating drugs while on duty.
7. Absence without authorized leave.
8. Conviction of a crime or conduct constituting a violation of State law or Federal law that has a relationship to the employee's job. Conviction shall include a plea of guilty or no contest.
9. Discourteous treatment of the public or other City employees.
10. Improper or unauthorized use of City property.
11. Theft.
12. Violation of the rules and regulations of any Department.
13. Refusal or failure to subscribe to any oath or affirmation, which is required by law in connection with City employment.
14. Any act of conduct undertaken which, either during or outside of duty hours, is of such a nature that it causes discredit to fall upon the City and/or the employee's Department or division.
15. Failure to maintain proper decorum during work hours.
16. Abuse of sick leave.
17. Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of City property.
18. Outside employment which conflicts with the employee's position and is not specifically authorized by the appointing authority.
19. Acceptance from any source of any employment of a reward, gift or other form of remuneration in addition to the employee's regular compensation as a personal benefit

- to the employee for actions performed in the normal course of the employee's assigned duties.
20. Mishandling of public funds.
 21. Excessive absenteeism or tardiness.
 22. Working overtime without prior authorization; refusing to work assigned overtime.
 23. Falsification of any City report or record, or of any report or record required to be completed by the employee.
 24. Violation of the City's or Department's confidentiality policies; disclosure of confidential City information to any unauthorized person or entity.
 25. Violation of the City's Policy Against Harassment, Discrimination and Retaliation.
 26. Violation of any of the provisions of the Municipal Code, lawful ordinances, resolutions, or any rules, regulations or policies which may be prescribed by the City Council, City Manager, Department head or supervisor.
 27. Engaging in political activities precluded by State or Federal law, City Ordinance, policy or these Rules.

F. Records

Records pertaining to disciplinary actions shall be maintained in the employee's personnel file.

SECTION 53: DISCIPLINARY APPEAL PROCEDURES

A. Right to Appeal

A regular full-time and for cause employee shall have the right to appeal the following disciplinary actions:

1. Suspensions without pay of four (4) or more working days.
2. Salary reduction.
3. Demotion.
4. Dismissal.

A promotional probationary employee shall have the right to appeal the following disciplinary actions: suspension without pay of two (2) or more working days and dismissal.

B. Method of Appeal

Appeals shall be made in writing, stating the grounds for the appeal, and signed by the appellant or his/her representative. Appeals shall be filed with the Administrative Services Department within eight (8) working days from the date the notice of disciplinary action is sent or delivered to the employee pursuant to Rule IX (Employee Conduct and Discipline), Section 2. Failure by the appellant or his/her representative to file the appeal within the aforementioned time period will constitute a waiver of his/her right to an appeal.

C. Notice

Upon the filing of an appeal, the Human Resources Department will set a date for a hearing on the appeal not less than eight (8) working days, nor more than twenty-four (24) working days, from the date of filing. However, the Human Resources Department may, at its discretion, waive such time limits if it determines that additional time is necessary. The Human Resources Department shall notify all interested parties of the date, time, and place of the hearing.

D. Rules for Hearing

Rules for the conduct of the hearing may be promulgated by the Personnel Officer.

E. Hearing Officer

Appeals shall be heard by the Personnel Officer. A decision rendered by the Personnel Officer, shall be final.

F. Hearing Conduct and Representation

The appellant shall appear personally, unless physically unable to do so, at the time and place of the hearing. He/she may but need not be represented. If represented, the appellant must identify his/her representative at least three (3) working days before the hearing. The conduct and decorum of the hearing shall be under the control of the Hearing Officer. The hearing shall be closed unless the appellant requests that it be open.

G. Evidence and Examination of Witnesses

1. Oral evidence shall be taken only on oath or affirmation.
2. Each party shall have the following rights:
 - a. To call and examine witnesses.
 - b. To produce documentary evidence.
 - c. To cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination.
 - d. To impeach any witness regardless of which party first called him/her to testify.
 - e. To rebut the evidence against him/her.
3. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of privilege shall be effective to the extent that they otherwise are required by statute to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.

H. Findings and Conclusions

Written findings of fact shall be made which state as to each charge whether or not such charge is sustained and shall affirm, reverse or modify the appealed decision. The Hearing Officer's decision on the appeal shall be contained in a formal, written document, which includes the findings of fact supporting the decision. The decision shall be final and binding and such decision shall be served in person or by certified mail to the employee's last known residence, return receipt, postage prepaid mail on the employee appealing the decision, and by regular mail or in person on the Department head who instituted the discipline.

I. Statute of Limitations

The Hearing Officer's written findings and decision is final. There is no process for reconsideration. Pursuant to Code of Civil Procedure Section 1094.6, the parties have ninety (90) days from the date of the proof of service of mailing of the written findings and decision to appeal the decision to the Superior Court in and for the County of San Bernardino.

SECTION 54: GRIEVANCE PROCEDURES

A. Purpose of Rule

1. To promote improved employer-employee relations by establishing procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford employees individually a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that grievances shall be settled as near as possible to the point of origin.
4. To provide that grievances shall be conducted as informally as possible.

B. Matters Subject to Grievance Procedure

An employee shall have the right to file a grievance concerning an alleged violation, misinterpretation or misapplication of City policy, City Personnel Rules and Regulations, and/or the Memorandum of Understanding. Matters otherwise subject to the disciplinary procedure shall not be subject to the grievance procedure. In addition, the following matters are excluded from this procedure:

1. Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation;
2. Requests for changes in the content of employee evaluations or performance reviews, oral or written warnings, reprimands or counseling;
3. Challenges to a reclassification, layoff, transfer, denial of reinstatement, or denial of a step or merit increase;
4. Challenges to any disciplinary action; and
5. Challenges to examinations or the appointment to positions.

C. Informal Grievance Procedure

Within eight (8) work days of the occurrence of the act(s) that constitutes the grievance, an employee shall discuss the grievance with his/her immediate supervisor. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee shall have the right to discuss it with the supervisor's immediate superior in the administrative service, if any. Every effort shall be made to find an acceptable solution by informal means at the lowest possible level of supervision.

If the employee is not in agreement with the decision reached by discussion, the employee shall then have the right to file a formal grievance in writing within five (5) working days after receiving the informal decision of the immediate supervisor. Failure of the employee to file the grievance within five (5) work days shall constitute a waiver of the grievance. Formal written grievances

shall only apply to the employee affected, shall specifically identify the action being grieved, and shall include a statement of the action(s) desired by the grievant and the reasons, therefore.

D. Formal Grievance Procedure (Levels of Review Through Chain of Command)

1. First Level of Review: The grievance shall be presented in writing to the employee's immediate supervisor, who shall render a decision and comments in writing and return them to the employee within eight (8) working days after receipt of the grievance. If the employee does not agree with the supervisor's decision, or if no answer has been received within eight (8) working days, the employee may present the grievance, in writing, to the Department head. Failure of the employee to take further action within eight (8) working days after receipt of the written decision of the supervisor, or within eight (8) working days if no decision is rendered, shall constitute a waiver of the grievance.
2. Department Review: The Department head receiving the grievance of an employee or a designated representative shall discuss the grievance with the employee, the employee's representative if so desired, and with other appropriate persons. The Department head shall render a decision and comments in writing and return them to the employee within eight (8) working days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within eight (8) working days, the employee may present the grievance in writing to the Personnel Officer. Failure of the employee to take further action within eight (8) working days after receipt of the Department head's written decision, or within eight (8) working days if no decision is rendered, shall constitute waiver of the grievance.
3. Personnel Officer: The Personnel Officer, or his/her designated representative, upon receipt of the grievance, shall discuss the grievance with the employee, and/or the employee's designated representative, and with other appropriate persons. The Personnel Officer or designee shall render a decision in writing to the employee within eight (8) working days after receiving the grievance. The decision of the Personnel Officer shall be final.

E. Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned in writing.
2. The employee may have a representative of his or her choice present at all stages of the grievance procedure, except that no one may be represented by an employee he or she supervises, and no employee may be represented by his or her supervisor or Department head. At least forty-eight (48) hours prior the grievance meeting, the employee shall inform the individual hearing the grievance whether he or she will be represented at the grievance meeting and shall identify the representative.
3. EMPLOYEES SHALL BE ASSURED FREEDOM FROM REPRISAL FOR USING THE GRIEVANCE PROCEDURE.
4. The grievant may request that the informal discussion with the immediate supervisor be waived.

SECTION 55: ADOPTION OF MOU

This Memorandum between representatives of the City and Teamsters Local 1932 was adopted on July 20, 2022.

SECTION 56: EFFECTIVE DATE

The provisions of this Memorandum of Understanding are effective July 1, 2022 and continue for a three (3) year period, ending June 30, 2025.

[WAITING FOR SIGNATURES]

TEAMSTERS:

CITY of RANCHO CUCAMONGA:

DATED _____

DATED _____

Natalie Harts
Teamsters Business Representative

John Gillison
City Manager

Caleb Dupont
Maintenance Coordinator

Robert Neuber
Human Resources Director

Latu Ohoiner
Maintenance Coordinator

Lori Sassoon
Deputy City Manager/Admin. Services

Paul Corona
Lead Mechanic

Matt Burris
Deputy City Manager/Econ. & Comm. Devel.

Noah Daniels
Finance Director

Jenifer Phillips
Deputy Director of Human Resources



"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.