

**EXTENSION AND AMENDMENT TO THE
2016 - 2017 MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF POMONA
AND**

POMONA MID-MANAGEMENT/CONFIDENTIAL EMPLOYEES' ASSOCIATION (PMMCEA)

PREAMBLE

This Amendment to the Memorandum of Understanding (MOU) on wages, hours, and working conditions is entered into between the Pomona City Council (hereinafter referred to as the "City") and PMMCEA, collectively referred to as "Parties"

On October 17, 2016, the City Council approved Resolution 2016-148 approving and ratifying the 2016-2017 MOU between the Parties.

This amendment is to extend the MOU for two years and three months and authorize the amendments described herein related to salary, monthly contribution to each employee's Section 125 Benefit Plan, one-time payments, and term. In addition, a Side Letter of Agreement related to Agency Shop is attached.

AMENDED ARTICLE V. COMPENSATION AND BENEFITS (SALARY INCREASES)

A. SALARY.

1. Effective October 1, 2016, the City shall increase each step within the salary range/scale for each affected employee by 2%.
2. Effective October 1, 2017, the City shall increase each step within the salary range/scale for each affected employee by 2%.
3. Effective October 1, 2018, the City shall increase each step within the salary/range for each affected employee by 2%.

AMENDED ARTICLE V. COMPENSATION AND BENEFITS (STANDBY AND CALL BACK FOR INFORMATION TECHNOLOGY EMPLOYEES - NEW)

W. STANDBY AND CALL BACK FOR INFORMATION TECHNOLOGY (IT) EMPLOYEES. Employees assigned to the Information Technology Department who are required by the City to be available to respond to emergencies outside of their scheduled hours of work, shall receive Standby pay and Call back pay as follows:

1. Standby duty requires that employees so assigned:
 - a. Be ready to respond.
 - b. Be reachable by telephone or mobile device.
 - c. Be able to report to work within thirty (30) minutes of being notified unless a different response time has been so determined by the Information Technology department.

d. Refrain from activities that may impair the employee's ability to perform the assigned duties.

2. IT Standby pay shall apply to Group C and D employees, and shall be compensated at the rate of one (1) hour regular pay on days the employee is regularly scheduled to work; two (2) hours for the days the employee is regularly scheduled off; or for a designated holiday that the employee does not regularly work.

2. Assignments to standby duty shall be made in writing by the appointing authority. Any person assigned to standby duty shall be given reasonable advance notice. Failure to respond may result in the loss of standby pay and/or appropriate disciplinary action.

4. Except in a declared emergency, employees not assigned to standby have no obligation to respond if called.

5. IT CALL BACK PAY.

a. Group D employees are eligible for IT Call back pay. Group C employees are not eligible for Call back pay.

b. Call back is defined as an unscheduled return to duty outside of regularly scheduled work hours. However, an extension of regularly scheduled work hours does not constitute a call back.

c. All time worked on call backs shall be compensated in accordance with the overtime provisions of this Agreement.

d. In addition to any such overtime pay, each employee who is called back to work and is required to report physically to the worksite shall be paid one (1) hour of compensation at straight time rate for each separate call back. Employees who are able to respond remotely are not eligible for call-back pay.

e. Computing of work time shall commence at the time the employee receives the call to return to work and shall end upon completion of the work for which he/she was called back.

AMENDED ARTICLE V. COMPENSATION AND BENEFITS (NEW - ONE-TIME PAYMENT)

X. ONE-TIME PAYMENTS.

1. FY 2017-18 – Effective no later than the pay period beginning June 10, 2018 (pay date of July 5, 2018), a one-time payment will be made to each active employee in a paid status in the pay period the payment is made as follows: \$2,400 to each employee who is enrolled in family or two-party medical coverage as of the pay period beginning April 29, 2018; and \$2,000 to each

employee who waives medical coverage or is in single coverage as of the pay period beginning April 29, 2018.

4.2. FY 2018-19 – Effective the pay period beginning February 17, 2019 (pay date of March 14, 2019), a one-time payment will be made to each active employee in a paid status in the pay period the payment is made as follows: \$2,400 to each employee who is enrolled in family or two-party medical coverage as of the pay period beginning February 3, 2019; and \$2,000 to each employee who waives medical coverage or is in single coverage as of the pay period beginning February 3, 2019.

3. These payments will not be reported to CalPERS as compensation (i.e. they are not “PERSable”). –An employee is only eligible for a single one-time payment per fiscal year regardless of the employee group.

AMENDED ARTICLE XVII. TERM OF AGREEMENT

This Agreement shall be effective July 1, 2016 and shall continue in force and effect unless otherwise specified herein, until ~~June 30, 2017~~September 30, 2019 and from year to year thereafter, unless one (1) party serves notice on the other of its intent to modify the Agreement, one hundred and twenty (120) days or more prior to the annual expiration date.

The City is implementing a new human resources and payroll system. During the implementation, issues may arise that require modification of terms and conditions of employment. If those proposed modifications are subject to meet and confer pursuant to this MOU, the parties agree to meet and confer regarding said issues and proposed modifications.

APPROVAL AND IMPLEMENTATION

This Amendment shall be in full force and effect upon adoption of the City Council resolution approving implementation of its terms. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City of Pomona and the Pomona Mid-Management/Confidential Employees' Association.

DATED: _____

DATED: _____

THE CITY OF POMONA:

**POMONA MID-MANGEMENT/
CONFIDENTIAL EMPLOYEES'
ASSOCIATION**

Linda Lowry, City Manager

Mark Robledo, President

Linda Matthews
Human Resources/Risk Management Director

**APPROVED, RATIFIED AND ORDERED IMPLEMENTED BY THE CITY COUNCIL OF
THE CITY OF POMONA ON THIS ____ DAY OF _____, 2018.**

ATTEST:

THE CITY OF POMONA:

Eva Buice, MMC, City Clerk

Tim Sandoval, Mayor

APPENDIX B**DESIGNATED PMMCEA POSITIONS**

- I. Designated PMMCEA employees of the City shall include, but not be limited to, those regular, full-time employees in the following job classifications:

Group C -- Described as Line Supervisors and professional staff normally "exempt" from FLSA, but dependent upon FLSA exempt testing requirements:

<u>Classification</u>	<u>Scale</u>
Administrative Services Manager	MC-074
Code Compliance Manager	MC-068
Communications Systems Manager	MC-073
Engineering Associate *	MC-072
Environmental Programs Supervisor	MC-072
Facilities Maintenance Supervisor	MC-067
Fleet Services Supervisor	MC-067
Homeless Programs Supervisor	MC-074
Housing Grants Supervisor	MC-074
Management Analyst	MC-063
Parks and Landscape Supervisor	MC-070
Payroll Supervisor	MC-072
Police Dispatch and Jail Services Manager	MC-076
Police Records Manager	MC-072
Principal Accountant	MC-072
Principal Planner	MC-076
Public Services Supervisor	MC-070
Recreation Supervisor	MC-067
Revenue Operations Supervisor	MC-069
Safety and Emergency Preparedness Officer	MC-072
Senior Accountant	MC-068
Senior Civil Engineer	MC-084
Senior Human Resources Analyst	MC-072
Senior Management Analyst	MC-070
Senior Project Manager	MC-078
Senior Water Resources Engineer	MC-084
Solid Waste Supervisor	MC-067
Supervising Water Resources Engineer	MC-090
Traffic Operations Supervisor	MC-072
Traffic Operations Crew Chief	MC-066
Utility Engineering Associate *	MC-074
Wastewater Collection System Supervisor	MC-079
Water Distribution Supervisor	MC-079

Classification

Water Production Supervisor
 Water Quality Control Supervisor
 Water Treatment and Quality Supervisor

Scale

MC-079
 MC-079
 MC-079

Group D -- Described as confidential, professional and/or administrative positions normally "non-exempt" from FLSA, but dependent upon FLSA non-exempt testing requirements:

Classification

Administrative Assistant I * (Confidential employees only).
 Administrative Assistant II * (Confidential employees only).
 Administrative Assistant III * (Confidential employees only).
 Deputy City Clerk I*
 Deputy City Clerk II*
 Family Self Sufficiency Coordinator
 Housing Analyst
 Human Resources Analyst I*
 Human Resources Analyst II*
 Human Resources Assistant
 Legal Administrative Assistant
 Police Department Coordinator
 Public Services Crew Chief
 Safety and Emergency Preparedness Analyst I*
 Safety and Emergency Preparedness Analyst II*
 Senior Administrative Assistant
 Senior Planner
 Signal/Lighting Crew Chief
 Solid Waste Crew Chief
 Wastewater Collection System Crew Chief
 Water Operations Crew Chief
 Water Treatment and Quality Crew Chief

Scale

MC-042
 MC-046
 MC-050
 MC-050
 MC-055
 MC-070
 MC-063
 MC-058
 MC-066
 MC-046
 MC-070
 MC-055
 MC-066
 MC-058
 MC-066
 MC-055
 MC-072
 MC-066
 MC-059
 MC-073
 MC-073
 MC-073

*Flexible Staffing Positions

Appendix C – PMMCEA Salary Ranges – October 1, 2017

	MONTHLY - Effective October 1, 2017						ANNUAL - Effective October 1, 2017				
RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MC-040	2,858	3,000	3,150	3,308	3,471		34,296	36,000	37,800	39,696	41,652
MC-041	2,858	3,000	3,150	3,308	3,471		34,296	36,000	37,800	39,696	41,652
MC-042	3,001	3,152	3,309	3,473	3,648		36,012	37,824	39,708	41,676	43,776
MC-043	3,075	3,230	3,389	3,559	3,740		36,900	38,760	40,668	42,708	44,880
MC-044	3,154	3,312	3,474	3,649	3,833		37,848	39,744	41,688	43,788	45,996
MC-045	3,231	3,394	3,562	3,742	3,929		38,772	40,728	42,744	44,904	47,148
MC-046	3,313	3,479	3,653	3,835	4,026		39,756	41,748	43,836	46,020	48,312
MC-047	3,397	3,566	3,744	3,931	4,126		40,764	42,792	44,928	47,172	49,512
MC-048	3,481	3,655	3,837	4,028	4,231		41,772	43,860	46,044	48,336	50,772
MC-049	3,568	3,746	3,932	4,128	4,336		42,816	44,952	47,184	49,536	52,032
MC-050	3,657	3,840	4,033	4,233	4,444		43,884	46,080	48,396	50,796	53,328
MC-051	3,749	3,935	4,130	4,338	4,556		44,988	47,220	49,560	52,056	54,672
MC-052	3,841	4,035	4,235	4,448	4,669		46,092	48,420	50,820	53,376	56,028
MC-053	3,937	4,133	4,340	4,558	4,786		47,244	49,596	52,080	54,696	57,432
MC-054	4,036	4,237	4,450	4,673	4,902		48,432	50,844	53,400	56,076	58,824
MC-055	4,136	4,342	4,561	4,790	5,029		49,632	52,104	54,732	57,480	60,348
MC-056	4,240	4,452	4,675	4,906	5,155		50,880	53,424	56,100	58,872	61,860
MC-057	4,345	4,565	4,793	5,042	5,283		52,140	54,780	57,516	60,504	63,396
MC-058	4,454	4,677	4,911	5,159	5,414		53,448	56,124	58,932	61,908	64,968
MC-059	4,567	4,795	5,034	5,285	5,550		54,804	57,540	60,408	63,420	66,600
MC-060	4,680	4,914	5,161	5,417	5,690		56,160	58,968	61,932	65,004	68,280
MC-061	4,797	5,037	5,287	5,553	5,831		57,564	60,444	63,444	66,636	69,972
MC-062	4,922	5,164	5,419	5,695	5,977		59,064	61,968	65,028	68,340	71,724
MC-063	5,040	5,291	5,557	5,833	6,127		60,480	63,492	66,684	69,996	73,524
MC-064	5,166	5,422	5,699	5,980	6,279		61,992	65,064	68,388	71,760	75,348
MC-065	5,294	5,561	5,837	6,130	6,436		63,528	66,732	70,044	73,560	77,232
MC-066	5,425	5,701	5,985	6,282	6,597		65,100	68,412	71,820	75,384	79,164
MC-067	5,564	5,842	6,133	6,440	6,762		66,768	70,104	73,596	77,280	81,144
MC-068	5,704	5,987	6,288	6,601	6,932		68,448	71,844	75,456	79,212	83,184
MC-069	5,846	6,137	6,443	6,767	7,108		70,152	73,644	77,316	81,204	85,296
MC-070	5,990	6,292	6,605	6,937	7,284		71,880	75,504	79,260	83,244	87,408
MC-071	6,140	6,446	6,772	7,111	7,465		73,680	77,352	81,264	85,332	89,580
MC-072	6,295	6,608	6,940	7,288	7,649		75,540	79,296	83,280	87,456	91,788
MC-073	6,452	6,776	7,115	7,469	7,842		77,424	81,312	85,380	89,628	94,104
MC-074	6,614	6,943	7,291	7,657	8,038		79,368	83,316	87,492	91,884	96,456
MC-075	6,779	7,118	7,474	7,846	8,239		81,348	85,416	89,688	94,152	98,868
MC-076	6,950	7,295	7,661	8,045	8,446		83,400	87,540	91,932	96,540	101,352
MC-077	7,122	7,478	7,853	8,244	8,656		85,464	89,736	94,236	98,928	103,872
MC-078	7,299	7,666	8,050	8,450	8,873		87,588	91,992	96,600	101,400	106,476
MC-079	7,482	7,857	8,250	8,660	9,094		89,784	94,284	99,000	103,920	109,128
MC-080	7,669	8,053	8,455	8,879	9,323		92,028	96,636	101,460	106,548	111,876
MC-081	7,860	8,255	8,665	9,099	9,555		94,320	99,060	103,980	109,188	114,660
MC-082	8,058	8,459	8,883	9,327	9,794		96,696	101,508	106,596	111,924	117,528

	MONTHLY - Effective October 1, 2017						ANNUAL - Effective October 1, 2017				
RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MC-083	8,260	8,669	9,104	9,560	10,040		99,120	104,028	109,248	114,720	120,480
MC-084	8,464	8,887	9,332	9,799	10,290		101,568	106,644	111,984	117,588	123,480
MC-085	8,676	9,111	9,568	10,044	10,546		104,112	109,332	114,816	120,528	126,552
MC-086	8,892	9,340	9,809	10,295	10,811		106,704	112,080	117,708	123,540	129,732
MC-087	9,115	9,573	10,054	10,554	11,082		109,380	114,876	120,648	126,648	132,984
MC-088	9,345	9,813	10,304	10,818	11,359		112,140	117,756	123,648	129,816	136,308
MC-089	9,578	10,058	10,563	11,089	11,642		114,936	120,696	126,756	133,068	139,704
MC-090	9,821	10,309	10,826	11,365	11,933		117,852	123,708	129,912	136,380	143,196

Appendix C – PMMCEA Salary Ranges – October 1, 2018

RANGE	MONTHLY - Effective October 1, 2018					ANNUAL - Effective October 1, 2018				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MC-040	2915	3060	3213	3374	3540	34,980	36,720	38,556	40,488	42,480
MC-041	2915	3060	3213	3374	3540	34,980	36,720	38,556	40,488	42,480
MC-042	3061	3215	3375	3542	3721	36,732	38,580	40,500	42,504	44,652
MC-043	3137	3295	3457	3630	3815	37,644	39,540	41,484	43,560	45,780
MC-044	3217	3378	3543	3722	3910	38,604	40,536	42,516	44,664	46,920
MC-045	3296	3462	3633	3817	4008	39,552	41,544	43,596	45,804	48,096
MC-046	3379	3549	3726	3912	4107	40,548	42,588	44,712	46,944	49,284
MC-047	3465	3637	3819	4010	4209	41,580	43,644	45,828	48,120	50,508
MC-048	3551	3728	3914	4109	4316	42,612	44,736	46,968	49,308	51,792
MC-049	3639	3821	4011	4211	4423	43,668	45,852	48,132	50,532	53,076
MC-050	3730	3917	4114	4318	4533	44,760	47,004	49,368	51,816	54,396
MC-051	3824	4014	4213	4425	4647	45,888	48,168	50,556	53,100	55,764
MC-052	3918	4116	4320	4537	4762	47,016	49,392	51,840	54,444	57,144
MC-053	4016	4216	4427	4649	4882	48,192	50,592	53,124	55,788	58,584
MC-054	4117	4322	4539	4766	5000	49,404	51,864	54,468	57,192	60,000
MC-055	4219	4429	4652	4886	5130	50,628	53,148	55,824	58,632	61,560
MC-056	4325	4541	4769	5004	5258	51,900	54,492	57,228	60,048	63,096
MC-057	4432	4656	4889	5143	5389	53,184	55,872	58,668	61,716	64,668
MC-058	4543	4771	5009	5262	5522	54,516	57,252	60,108	63,144	66,264
MC-059	4658	4891	5135	5391	5661	55,896	58,692	61,620	64,692	67,932
MC-060	4774	5012	5264	5525	5804	57,288	60,144	63,168	66,300	69,648
MC-061	4893	5138	5393	5664	5948	58,716	61,656	64,716	67,968	71,376
MC-062	5020	5267	5527	5809	6097	60,240	63,204	66,324	69,708	73,164
MC-063	5141	5397	5668	5950	6250	61,692	64,764	68,016	71,400	75,000
MC-064	5269	5530	5813	6100	6405	63,228	66,360	69,756	73,200	76,860
MC-065	5400	5672	5954	6253	6565	64,800	68,064	71,448	75,036	78,780
MC-066	5534	5815	6105	6408	6729	66,408	69,780	73,260	76,896	80,748
MC-067	5675	5959	6256	6569	6897	68,100	71,508	75,072	78,828	82,764
MC-068	5818	6107	6414	6733	7071	69,816	73,284	76,968	80,796	84,852
MC-069	5963	6260	6572	6902	7250	71,556	75,120	78,864	82,824	87,000
MC-070	6110	6418	6737	7076	7430	73,320	77,016	80,844	84,912	89,160
MC-071	6263	6575	6907	7253	7614	75,156	78,900	82,884	87,036	91,368
MC-072	6421	6740	7079	7434	7802	77,052	80,880	84,948	89,208	93,624
MC-073	6581	6912	7257	7618	7999	78,972	82,944	87,084	91,416	95,988
MC-074	6746	7082	7437	7810	8199	80,952	84,984	89,244	93,720	98,388
MC-075	6915	7260	7623	8003	8404	82,980	87,120	91,476	96,036	100,848
MC-076	7089	7441	7814	8206	8615	85,068	89,292	93,768	98,472	103,380
MC-077	7264	7628	8010	8409	8829	87,168	91,536	96,120	100,908	105,948
MC-078	7445	7819	8211	8619	9050	89,340	93,828	98,532	103,428	108,600

MONTHLY - Effective October 1, 2018						ANNUAL - Effective October 1, 2018				
RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MC-079	7632	8014	8415	8833	9276	91,584	96,168	100,980	105,996	111,312
MC-080	7822	8214	8624	9057	9509	93,864	98,568	103,488	108,684	114,108
MC-081	8017	8420	8838	9281	9746	96,204	101,040	106,056	111,372	116,952
MC-082	8219	8628	9061	9514	9990	98,628	103,536	108,732	114,168	119,880
MC-083	8425	8842	9286	9751	10241	101,100	106,104	111,432	117,012	122,892
MC-084	8633	9065	9519	9995	10496	103,596	108,780	114,228	119,940	125,952
MC-085	8850	9293	9759	10245	10757	106,200	111,516	117,108	122,940	129,084
MC-086	9070	9527	10005	10501	11027	108,840	114,324	120,060	126,012	132,324
MC-087	9297	9764	10255	10765	11304	111,564	117,168	123,060	129,180	135,648
MC-088	9532	10009	10510	11034	11586	114,384	120,108	126,120	132,408	139,032
MC-089	9770	10259	10774	11311	11875	117,240	123,108	129,288	135,732	142,500
MC-090	10017	10515	11043	11592	12172	120,204	126,180	132,516	139,104	146,064

Attachment:

**Side Letter of Agreement
Related to Agency Shop Provisions**

**SIDE LETTER OF AGREEMENT
TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF POMONA AND THE POMONA MID-MANAGEMENT/CONFIDENTIAL
EMPLOYEES ASSOCIATION
REGARDING "AGENCY SHOP"**

PREAMBLE

The parties agree that all mid-management and confidential unit employees represented by the Pomona Mid-Management/Confidential Employees Association (Association) have the right to join or not join the Association. However, in accordance with California Government Code Section 3502.5, the enactment of a local "Agency Shop" (which is authorized by law) requires that as a condition of continuing employment, employees in the bargaining unit must either join the Association or pay to the Association a service fee in lieu of Association dues. Such service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues, and general assessments of the Association.

Agency Shop was voted in by the members via an election held on April 12, 2017. Employees were required to join the Association, obtain a religious exemption, or opt to pay the fair share fee by the pay period beginning May 14, 2017.

Managerial classifications are exempted from the Agency Shop provisions. The managerial classifications currently determined to be exempted from Agency Shop are as follows: Administrative Services Manager; Code Compliance Manager; Police Dispatch and Jail Services Manager; and Police Records Manager.

The following side letter replaces Article III.A (Dues and Benefit Deductions) in the MOU for incumbents in classifications subject to Agency Shop. If Agency Shop provisions are determined to be invalid or are rescinded, then Article III.A shall apply. Article III.A still applies to the managerial classifications exemption from Agency Shop.

AGENCY SHOP PROVISIONS

1. Association Dues/Service Fees

- a. The Human Resources Department shall provide applicable mid-management confidential unit employees hired or promoted into the unit with an authorization notice advising them that all employees in the bargaining unit subject to the Agency Shop agreement must either join the Association, pay a service fee to the Association, or provide proof of membership in a religious organization which holds historic opposition to membership in a labor organization. Such notice shall include a form for the employee's signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. All employees shall have 14 calendar days from the date they receive the form to fully execute it and return it to the City Human Resources Office.
- b. If the form is not completed properly or returned within 14 calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such employee. Dues shall be deducted 24 pay periods per year. The effective date of Association dues, service fee, or charitable

May 7, 2018

contribution shall begin no later than the beginning of the first pay period commencing 14 calendar days after receipt of the authorization form by the employee.

- c. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.

2. Religious Exemption

- a. Any employee who is able to demonstrate he/she is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, shall, upon presentation of active membership in such religion, body, or sect, not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, non labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in a memorandum of understanding between the City and the Association, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association.
- b. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Association within 14 calendar days of receipt by the City. The Association shall have 14 calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be made by regular payroll deductions only.

3. Rescission

The agency shop provision in this agreement may be rescinded by a majority vote of all the employees in the unit covered by the agreement, provided that:

- a. A request for such a vote is supported by a petition containing the signatures at least 30 percent of the employees in the unit;
- b. The vote is by secret ballot;

- c. The vote may be taken at any time during the term of a subsequently negotiated memorandum of understanding, but in no event shall there be more than one rescission vote taken during the term of that MOU. Notwithstanding the above, the City and the Association may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on an agency shop agreement.
- d. If a “rescission vote” is approved by unit members during the term of a current memorandum of understanding, the Association agrees not to petition for or seek Agency Shop status for the duration of the current of the memorandum of understanding.

4. Indemnification

The Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation including claims relating to the Associations use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

5. Requirement to Comply with Record of Financial Transactions

The Association is required to keep an adequate record of its financial transactions and shall make available annually to the City and the City employees who are members of the Association, within 60 days after the end of the fiscal year a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

6. Reopener Regarding Changes In The Law

If at any time the law applicable to agency shop is modified (either Government Code section 3502.5 or federal law) the parties agree that either party has the right to reopen this agreement

7. Classifications Excluded from Agency Shop. Management classifications are excluded from Agency Shop requirements. Management classifications excluded from these provisions as of April 9, 2018 include Administrative Services Manager; Code Compliance Manager; Police Dispatch and Jail Services Manager; and Police Records Manager.

Except as modified herein, all other wages, hours and terms and conditions of employment in the MOU are to remain the same.

CITY OF POMONA

Dated: _____

By: _____
Linda Lowry, City Manager

Dated: _____

By: _____
Linda Matthews,
Human Resources/Risk Management Director

POMONA MID-MANAGEMENT/CONFIDENTIAL EMPLOYEES ASSOCIATION

Dated: _____

By: _____
Mark Robledo, Association President

May 7, 2018