

~~2019 – 2021~~ 2021-2023

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**THE CITY OF POMONA**

**And**

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



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This Agreement entered into this 1<sup>st</sup> day of October ~~2019~~2021, between the CITY OF POMONA (hereinafter referred to as "City") and the POMONA MID-MANAGEMENT/CONFIDENTIAL EMPLOYEES' ASSOCIATION (hereinafter referred as "Association").

## **I. RECOGNITION**

The City recognizes the Pomona Mid-Management/Confidential Employees' Association as the recognized employee organization for that unit of the City's employees as described in Appendix "B" of this Agreement (hereinafter referred to as "employee(s)" or "affected employee(s)").

## **II. MANAGEMENT RIGHTS**

- A. The City retains all rights not specifically delegated by this Agreement including, but not limited to, the exclusive right to determine the mission of its constituent departments; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for proper cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and, exercise control and discretion over its organization and the technology of performing its work.
- B. An emergency shall be considered a situation requiring necessary action for the immediate preservation of the public peace, health or safety. The determination of whether or not an emergency exists is solely within the discretion of the City and is expressly excluded from the grievance procedure.
- C. The parties expressly agree that the City's determination to exercise those rights described herein, shall not be subject to the meet and confer process. However, the impact of exercising said rights are subject to the meet and confer process.

## **III. EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES**

- A. DUES AND BENEFIT DEDUCTIONS. The City shall deduct dues and program contributions from the paychecks of those employees who the Association certifies are Association members. Such deductions shall be on a bi-weekly basis which is normally based on 24 pay periods per year. Remittance of the aggregate amount of all membership dues and benefits deductions covered hereby shall be made as designated in writing by the Association within thirty (30) days after the conclusion of the pay period in which said membership dues and benefits deductions were withheld. The Association agrees that the City shall not be liable to the Association, employees, or any party by reason of the requirements of this provision for any sums other than that constituting actual deductions made from employee's wages earned. The Association 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 reasons of actions taken by the City under this Article. The City and Association will comply with Assembly Bill Number 119 published June 27, 2017 and will develop procedures specific to how these provisions will be implemented.

- B. TIME-OFF FOR MEETING AND CONFERRING. The City shall provide reasonable time off without loss of pay or other fringe benefits to a reasonable number [not to exceed five (5)] duly authorized Association representatives for the purpose of meeting and conferring with City representatives. However, in no case shall more than one (1) employee from any one (1) division or two (2) employees from any one (1) department be simultaneously present at meet and confer sessions. Any release from duty for said purpose shall have prior approval of the City. No Association representative shall be compensated by payment of overtime for participation in any meet and confer session. Such designated Association representatives shall be released for engaging in the meet and confer process one (1) hour before the scheduled time for commencement of the meeting and shall return to the performance of their duties not later than one (1) hour after conclusion of the meet and confer session. Representatives shall give reasonable advanced notice to their supervisors prior to attending any Association related meeting that occurs during the employee's normal working hours.
- C. RELEASE TIME FOR ASSOCIATION OFFICERS. The City shall provide for a reasonable amount of release time for Association officers to take care of Association business that the officer cannot perform during non-working hours. The City shall, in its sole discretion, determine the amount of release time that is reasonable, and the Association officer availing him/herself of release time shall not engage in said Association activities during scheduled work hours without first obtaining approval to do so from the Department Director or his/her designee.
- D. USE OF CITY FACILITIES. The City shall provide the Association with reasonable use of City facilities for membership meetings during the term of this Agreement so long as such meetings do not interfere with City services. The City may charge the Association such fees as necessary to offset the costs of providing such facilities for Association use.
- E. USE OF CITY BULLETIN BOARDS. The Association may use City bulletin boards for matters within the scope of representation of its members so long as such use does not interfere with the City's use of such bulletin boards or cause any disruption within the City service. Materials posted by the Association shall not contain language reasonably regarded as containing personal attacks upon any City personnel. In the absence of any available bulletin board, the Association shall be given the option of providing its own bulletin board of mutually agreed upon size, type, and location.
- F. ACCESS TO WORK LOCATIONS. Association officers and officially designated representatives shall have reasonable access to employee work locations for the purpose of processing grievances as provided in this Agreement. Such access shall be restricted so as to not interfere with the normal conduct of City services, or with established City safety or security standards.
- G. MEMORANDUM OF UNDERSTANDING TO EACH EMPLOYEE. The City shall post the approved MOU on the City's web page (internet and intranet) as soon as it is practical. Each affected employee shall be held accountable for compliance with the contents of the Memorandum of Understanding.
- H. PRIOR NOTICE OF CHANGE. Except in emergency situations, the City shall provide the Association with fifteen (15) working days prior notice of significant changes in City organization, operation, policies or rules implemented in accordance with the rights and

responsibilities of Article II of this Agreement which may affect employees covered by this Agreement.

#### IV. **SALARY/CLASSIFICATION PLAN**

- A. **NEW APPOINTMENTS.** Normally, appointments of new employees shall be made at the minimum of the appropriate pay scale/step. When the appointing authority determines that hiring of a new employee is of significant benefit to the City and can only be accomplished by hiring the applicant at a step greater than Step 1, the following procedure may be used: upon the recommendation of the Department Director an appointment may be made at Step 2 of the salary scale. The Human Resources/Risk Management Director is authorized to approve the hiring of a candidate at Step 3; and only the City Manager is authorized to approve the hiring of a candidate at Step 4 or 5.
- B. **THE SALARY SCALE PLAN.** The salary scale plan as described in Appendix B of this Agreement shall provide a salary scale for each Group "C" and "D" employee job classification. Such salary scale will be divided into five (5) salary step levels, which shall be interpreted and applied as follows:
1. **FIRST STEP.** The first salary step level will be the minimum rate and normally shall be the hiring rate. In special cases, when it is merited by experience, education, training or other qualifications, the City may approve the hiring of a candidate for employment at a higher level pursuant to Article IV.A.
  2. **SECOND STEP.** For employees hired into a full-time position prior to January 1, 2022, the second salary step level may be granted to an employee after satisfactory completion of six (6) calendar months of service during the probationary period. This second step may be granted prior to, or at the time of, satisfactory completion of the original probationary period. For employees hired, into a full-time position in the City on or after January 1, 2022, the second salary step level may be granted to an employee after satisfactory completion of one (1) year of service. The second step may be granted prior to, or at the time of, satisfactory completion of the original probationary period.
  3. **THIRD STEP.** The third salary step level may be granted to an employee who has achieved an overall "meets standards" as determined by his/her annual performance evaluation in a given classification for one (1) additional year of service from the granting of the previous salary step increase.
  4. **FOURTH STEP.** The fourth salary step level may be granted to an employee who has proven to "exceed employment standards" in a given classification for one (1) additional year of service from the granting of the previous salary step increase.
  5. **FIFTH STEP.** The fifth salary step level may be granted to an employee who has proven to "exceed employment standards" in a given classification for one (1) additional year of service from the granting of the previous salary step increase.
  6. Employees who are hired or promoted by the City at a step other than Step 1 shall advance to the next step one (1) year from the date of appointment and annually thereafter as long as the employee meets the qualifications of the next step.
- C. **SALARY PLAN ADMINISTRATION.**

1. Employees shall be compensated on a bi-weekly basis.
2. No employee shall receive compensation of any type while on leave of absence without pay or while absent from duty without official leave.
3. If the salary scale for a particular job classification is either increased or decreased, then all employees within that classification may maintain the same salary step level in the adjusted salary scale.
4. The City may accelerate salary step advancement for individual employees at its discretion.
5. To maintain any given salary step level, an employee must continue to successfully maintain the required level of performance -- that is "meets standard", or better. All employees shall receive at least one (1) annual, written departmental performance evaluation. Additionally, the City may at any time assess an employee's performance by conducting a "special" performance evaluation. If any such written departmental performance evaluation does not demonstrate an employee's continued successful performance, that employee may be reduced in salary step level, or demoted in job classification. Any employee who has received such a reduction will receive a performance evaluation at least every 90 calendar days.
6. EVALUATION DATE DEFINED. The evaluation date shall be the date on which an employee is to receive a performance evaluation in accordance with the salary step plan and/or the probationary period. Any change in an employee's job classification, except by virtue of a reclassification, shall be considered an event which establishes a new evaluation date.
  - a. This definition shall be utilized, as appropriate, throughout this Agreement unless specifically provided otherwise.
  - b. The evaluation date for any employee, who has taken a leave of absence without pay during the employee's evaluation period for a total of eighty (80) hours or more, shall be extended by one (1) bi-weekly pay period for each 80 hours of absence.

D. THE PROBATIONARY PERIOD.

1. DEFINED. The probationary period is a working evaluation period following an employee's appointment to City service, or appointment to a new job classification, except by virtue of a reclassification, within City service. The length of the probationary period shall be for twelve (12) months of continuous service unless otherwise specified by the City. In addition, said probationary period is automatically extended by the number of days that the employee has been absent for more than 20 working days with or without pay during any probationary period inclusive of the number of days an employee has worked in a light duty assignment. Only the City Manager or his/her designee may extend an employee's probationary period and then only for a maximum of six (6) months. If an employee has been on a leave of absence, the probationary period may be



extended day-for-day for the length of the leave of absence.

2. Any appointment to, or within, the City service, except by virtue of a reclassification, shall not be deemed to be regular until the employee has successfully passed his/her probationary period. Such probationary period shall be considered as part of the employee's examination process, during which the City may reject any probationary employee whose performance or qualifications do not fully meet the required standards of employment. Probationary employees shall be "at-will" and shall serve at the pleasure of the appointing officer or body unless Section IV.D.4 applies.
3. Any new hire appointment or promotion within the City service shall be tentative and subject to the probationary period during which the appointed/promoted employee may be rejected by the City without right of appeal.
4. Any promotional employee rejected during the probationary period shall be reinstated to the job classification held prior to the promotion, unless the employee is discharged from City service, as provided for in this Agreement.

E. TRAINEE LEVELS. The City may, at its discretion, establish trainee salary scale levels and/or job classifications.

F. ACTING APPOINTMENTS. The City may, at its discretion, appoint an employee to an "acting" capacity to fill a position vacant due to separation, extended illness, or leave without pay in a job classification different than that currently held by the employee. The employee shall receive a 5% salary increase or the minimum salary step of the higher classification, whichever is greater, effective on the 11<sup>th</sup> consecutive working day of acting service. Service in an acting capacity shall not continue for a period of time exceeding one hundred and eighty (180) calendar days, nor be considered in establishing an employee's evaluation date for the purpose of applying the salary step plan.

The City may extend an acting appointment beyond the 180 calendar days when no other qualified employee is available to serve in the acting capacity, if the employee serving in the acting capacity agrees to the extension of the acting assignment and the extension is approved by the Human Resources /Risk Management Director.

G. RECLASSIFICATION. ~~The City and the Association agree to meet and confer prior to, reclassifying any job within City service to accommodate materially changed job duties not anticipated in the original classification and assigned or directed to be performed by the City, but not to include duties voluntarily assumed by an employee. Any such reclassification shall not alter an employee's evaluation date. Prior to a reclassification, the City's Human Resources Department may conduct a job audit and salary survey, as appropriate.~~

1. RECLASSIFICATION DEFINEDReclassification Defined. A reclassification is a change in job description and/or job title of a position within City service to accommodate materially changed job duties not anticipated in the original classification and assigned or directed to be performed by the City, but not to include duties voluntarily assumed by any employee.

2. -Impact of Reclassification. Position reclassification is considered neither a promotion nor a demotion. A reclassification may result in the salary scale being

increased, decreased, or staying the same. If the salary scale is increased, the employee shall receive a minimum salary increase equivalent to one (1) salary step in the employee's current (pre-promotional) job classification, provided that such increase shall be at least equivalent to the minimum and shall not exceed the maximum salary scale level established for the new classification; and the employee's new Evaluation Date shall be the date of the reclassification. If the salary scale is decreased or stays the same as a result of the reclassification, the employee will be placed on the step that is closest to his/her current salary rate not to exceed the top of the salary scale. Further, the employee may be Y-rated at the discretion of the City in accordance with Section IV.H. A reclassification to the same or lower salary scale shall not alter an employee's Evaluation Date. An employee shall not be required to serve a probationary period as a result of a reclassification.

3. The City and the Association agree to meet and confer prior to reclassifying any job within City service to accommodate materially changed job duties not anticipated in the original classification and assigned or directed to be performed by the City, but not to include duties voluntarily assumed by an employee. Prior to a reclassification, the City's Human Resources Department may conduct a job audit and salary survey, as appropriate.

H. Y-RATING. The City may, at its discretion, Y-Rate any employee in City service. Such action shall not take effect until the employee has had sixty (60) calendar days advance notice. Upon request, the City shall meet with the employee concerning the impact of the City's decision to apply a Y-Rate to the employee.

1. Y-RATING DEFINED. Normally, Y-Rating shall mean that the salary ~~scale~~-rate for the affected employee shall remain at the same rate until the employee's salary scale equals or exceeds the Y-Rating level.

I. PROMOTION. The City may, via a competitive process, promote any employee to a different job classification within the City service having increased duties and responsibilities, and/or higher job qualifications, and/or a higher salary scale level. Upon promotion, an employee shall receive a minimum salary increase equivalent to one (1) salary step in the employee's current (pre-promotional) job classification; provided that such increase shall be at least equivalent to the minimum and shall not exceed the maximum salary step level established for the new job classification. A promotion shall establish a new performance evaluation date for purposes of applying the salary step plan. Any promotional appointment shall be tentative and shall be subject to a probationary period.

J. FLEXIBLE STAFFING PROMOTION. The City may in accordance with this Agreement, grant a flexible staffing promotion to an employee who holds a flexible staffing classification in a career ladder classification, which provides for flexible staffing, to promote from a lower level to a higher-level classification in the same classification series without a recruitment and/or examination. An employee will be eligible for a flexible staffing promotion when he/she completes 36 months of service in the flexible staffing position and receives a Meets Standards or higher performance evaluation in the last three (3) consecutive performance evaluations.

1. ELIGIBILITY FOR ADVANCEMENT IN FLEXIBLE STAFFING POSITIONS. The following criteria must be met before a flexible staffing promotion may occur:
    - a. The employee must complete three (3) full years of service in the flexible staffing position and receive a Meets Standards or higher in the last three (3) consecutive performance evaluations.
    - b. Employees hired after 03/10/02 that are hired at step 1 will be eligible for a flexible staffing promotion on the third year calculated from their hire date.
    - c. Employees hired at step 2 or higher will be eligible for a flexible staffing promotion upon the processing of their third annual performance evaluation.
    - d. Employees must meet the minimum qualifications of the next level position including possession of all required licenses and certificates.
    - e. In the event the employee refuses to accept the flexible staffing promotion; the Department Director does not recommend the promotion at the performance evaluation date; or the employee does not meet the outlined criteria, the employee will remain in the lower classification and may be eligible for consideration at a later time to be determined by the employee and/or Department Director, as long as the employee meets the eligibility criteria.
  2. ACCELERATED FLEXIBLE STAFFING PROMOTIONS. In an effort to retain employees, the Human Resources/Risk Management Director may grant special consideration, which may prevent the employee from leaving City employment. A Department Director may request an accelerated flex promotion, and petition for the waiver of the criteria in Section 1, if the criteria below are met:
    - a. An accelerated flexible promotion shall be recommended by the Department Director and shall be subject to the approval of the Human Resources/Risk Management Director.
    - b. The employee must meet minimum qualifications for the journey level classification at the time of acceleration (prior experience may apply or be considered).
    - c. The employee must have a proven high level of performance above what is expected for the position.
    - d. The Department Director must provide an operational need and justification for the accelerated promotion. One such justification is that the employee has obtained degrees, certificates and/or licenses which increase the employee's value to the City.
    - e. Budget appropriations must be available to fund the promotion.
- K. DEMOTION. The City may, in accordance with this Agreement, demote any employee to

a different job classification within City service having decreased duties and responsibilities, and/or lower job qualifications, and/or a lower salary scale level. Upon demotion, an employee shall receive a minimum salary decrease equivalent to one (1) salary step in the employee's current (pre-demotion) job classification; provided that no employee shall receive a salary which exceeds the maximum salary step level established for the new job classification. A demotion shall establish a new evaluation date for purposes of applying the salary step plan and performance evaluation date and the Department Director may reinstitute the probationary period.

L. ASSIGNMENT PAY.

1. An employee who is temporarily assigned additional responsibilities significantly above and beyond what is required of the employee's classification may be given assignment pay ranging from 5% to 10% of base pay with the approval of the Human Resources/Risk Management Director and City Manager. Such assignment pay shall begin no sooner than the 11<sup>th</sup> consecutive working day of the assignment of the additional responsibilities. The additional assignment pay shall not be considered in establishing an employee's evaluation date for the purpose of applying the salary step plan. Assignment Pay shall not exceed 180 calendar days unless an extension is approved by the Human Resources/Risk Management Director and City Manager.
2. Assignment Pay is reserved for unusual and limited circumstances. Assignment Pay is not intended to be used for situations for which Acting Pay (Article IV.F) applies. Similarly, in a situation where the employee's duties have gradually changed over time, a classification study should be requested instead of Assignment Pay. The approval of Assignment Pay is at the sole discretion of the City Manager and is not subject to the Grievance Procedure.

V. **COMPENSATION AND BENEFITS**

A. SALARY.

Effective October 1, ~~2019~~2021, the City shall increase each step within the salary range/scale for each affected employee by ~~4%~~ 2.5%.

Effective October 1, ~~2020~~2022, the City shall increase each step within the salary range/scale for each affected employee by ~~4%~~ 2.5%.

B. HOURLY RATE AND MAINTENANCE OF BENEFITS DEFINED.

1. BASE HOURLY RATE. For purposes of payroll computation, the base hourly rate for all affected employees shall be the applicable base salary multiplied by 12 and divided by 2080.
2. REGULAR HOURLY RATE. For purposes of payroll computation, the regular hourly rate for all affected employees shall be the applicable base salary plus any applicable, additional types of pay, multiplied by 12 and divided by 2080.
3. MAINTENANCE OF BENEFITS. The City will maintain the employee's benefits

(i.e., health, dental, life insurance) as long as the employee is in a paid status for any portion of a month.

C. OVERTIME.

1. All Group C employees joining the City/PMMCEA after August 7, 2000 shall receive Executive Leave only in lieu of overtime.
2. All Group "D" employees shall be credited for work beyond the normal regularly scheduled work week by receiving overtime pay or compensatory time at the employee's option. Overtime work must be authorized in advance by the employee's immediate supervisor. Any Group "D" employee working in excess of forty (40) hours in a work week shall inform the supervisor as to the method of compensation in advance of such work. Such credit shall be provided "on a time and one-half basis". For the purposes of this section, holidays and vacation shall be counted as time worked. In addition, recovery time and emergency time as defined in Appendix A shall count as time worked.
- ~~3. In no case shall accrued compensatory time exceed ninety (90) hours per eligible employee, nor shall payment for compensatory time at time of separation from City service exceed a total of 90 hours.~~ Effective October 13, 2019, accrued compensatory time shall not exceed one hundred twenty (120) hours per eligible employee, nor shall payment for compensatory time at time of separation from City service exceed a total of one hundred twenty (120) hours.
- ~~3.4. Group C employees assigned to the Police Department shall be compensated in cash for overtime at a rate of time and one-half for working the Los Angeles County Fair, the Winternationals, and any other contract event or grant where the City charges overtime rates to the contractor and there is no cost to the City.~~

D. RETIREMENT.

1. For all miscellaneous (Association) employees hired in a regular full-time position prior to August 14, 2011, the City shall provide retirement benefits through participation in the California Public Employees Retirement System (CalPERS) integrated (2%) at fifty-five (55) Plan, as established by the CalPERS System. The following retirement benefits are included in the City's contract with CalPERS:
  - a. Survivor Continuance;
  - b. 1959 Survivor Benefit;
  - c. "Single highest year";
  - d. Military Service Credit as Public Service; and
  - e. Sick Leave accrual toward retirement credit.
2. Employees hired by the City after August 14, 2011 who qualify as "classic members" in accordance with CalPERS regulations, shall participate in a 2% at 60 Basic Plan established by CalPERS. The following retirement benefits are included as part of the City's contract with CalPERS:
  - a. 1959 Survivor Benefit;

- b. Three Year Final Compensation; and
  - c. Military Service Credit as Public Service.
- 3. Employees hired by the City after January 1, 2013 who qualify as “new members” in accordance with the 2013 Public Employees’ Pension Reform Act (PEPRA) shall participate in the 2% at 62 Plan as established by CalPERS. The following retirement benefits are included as part of the City’s contract with CalPERS:
  - a. 1959 Survivor Benefit;
  - b. Three Year Final Compensation; and
  - c. Military Service Credit as Public Service.
- 4. Retirement Contributions
  - a. Effective July 3, 2011, all employees (current and future) in the 2% at 55 and 2% at 60 plans shall pay the member’s contribution of seven (7%) percent as a pre-tax salary deduction to CalPERS. The member contribution is calculated on Persable income that may include but is not limited to: base salary, education incentive, bilingual pay, and uniform allowance.
  - b. Effective the pay period closest to July 1, 2014, all employees in the 2% at 62 plan shall pay one-half (½) of the normal cost as a pre-tax salary deduction. This rate is determined by CalPERS and will be adjusted periodically. This rate is expected to remain at ~~6.25%~~6.75% through June 30, ~~2022~~2019. The member contribution is calculated on Persable income that may include but is not limited to: base salary, education incentive and bilingual pay.
- E. DISABILITY PLAN. The City will provide a Disability Plan that will consist of a short-term and long-term disability plan. The short-term plan provides sixty-six and two-thirds percent (66 2/3%) of base rate of pay for a maximum of two (2) years with a sixty (60) day waiting period. The employee will be required to utilize all available leave accruals during this 60 day waiting period. If the claim is approved by the carrier, benefits begin after the elimination period has been satisfied and all leave accruals have been exhausted. In addition, the long-term disability plan becomes available on the 181<sup>st</sup> day of disability and is sixty-six and two-thirds percent (66 2/3%) of base salary.
- F. LIFE INSURANCE. The City shall provide each employee life insurance, in the amount of \$50,000 plus Accidental Death and Dismemberment for all employees, and shall contribute, as appropriate.
- G. DENTAL INSURANCE.
  - 1. The City agrees to pay up to \$75 per month for dental insurance premiums for Association employee and his/her dependent(s).
  - 2. The City will offer at least two (2) dental plans. The City has the management right to select the dental plan with the best benefits for its employees. The Association will have an opportunity to review any proposed plan changes prior to implementation.



H. VISION INSURANCE. The City shall make available at least one (1) vision plan at no cost to the City. Those employees electing to enroll in said plan shall pay all premiums.

I. HEALTH INSURANCE.

1. Effective July 10, 2005, The City shall pay up to \$700 per month for health insurance premiums for Association employee and dependent(s).
  - a. If any other City employees' association receives a health insurance increase which exceeds the current level of the PMMCEA, the PMMCEA health insurance contribution shall be increased to equal that of the higher City employees' association. This "me too" provision applies only to increases in the \$700 health insurance contribution and does not apply to the Section 125 Benefit Plan Contribution in V.J.2., which is initially being implemented the first pay period in December 2015.
2. Married City employees may combine the City's contribution for medical insurance to pay the cost for dependent medical insurance which exceeds the City's contribution or being covered under their spouse's City insurance plan and place the employee only premium into the City's deferred compensation plan provided for under Article V.K. Any balance from the City's contribution will remain with the City.
3. The City shall continue to offer health plans through the CalPERS Basic and any other plan the City deems appropriate, with plan selection at the employee's option as provided under the Public Employees' Medical and Hospital Care Act (PEMHCA).
4. The City may reopen negotiations on Section I or J, and/or related health insurance sections, at any time during the term of this agreement to address the impact of the Affordable Care Act.

J. CASH IN LIEU

1. Employees who provide the City with satisfactory proof of alternative group health insurance coverage comparable to the City's offered health insurance plan can decline, in writing, coverage on the City's health insurance plans. The alternative health coverage must meet all requirements of the Affordable Care Act (ACA) and related regulations for an Eligible Opt-Out Arrangement. The employee who declines the health insurance is entitled to receive the "employee only" premium which is equal to the least expensive City health insurance plan, not to exceed \$700 per month.

K. SECTION 125 BENEFIT PLAN.

1. BENEFIT PLAN

- a. An IRS Code Section 125 benefit plan shall be established providing employees with the opportunity, through payroll deduction, to pay for legally permissible benefits. The City shall designate a plan administrator

to administer the plan. Any and all charges, including charges for reimbursement accounts under the plan, shall be paid by the employee for whom the charge is assessed. The City shall not be responsible for the cost of administering the plan. The City shall notify employees of the flexible benefit plan and of their rights and their responsibilities under the plan. Each employee shall be offered opportunity to participate in the plan.

- b. The 125 plan will consist of the current health insurance and dental insurance plans, plus any optional insurance benefits offered by the plan administrator. It is mandatory that employees participate in the employee only health plan, unless the employee can provide proof of alternative group health coverage in a plan comparable to those offered by the City that meets the requirements of the Affordable Care Act.
- c. Any cost for medical and dental insurance that exceeds the City's contribution is the responsibility of the employee and the employee will cover the cost through payroll deduction (pre-tax dollars). Any balance remaining from the City's contribution will remain with the City. The purchase of optional benefits will be the responsibility of the employee through authorized payroll deduction. No City contribution will be made towards optional benefits. Both the City contribution toward health and dental insurance and additional payroll deductions shall be part of and comply with the requirements of the City's Section 125 Plan

## 2. SECTION 125 BENEFIT PLAN CONTRIBUTION

- a. ~~Effective the first paycheck in December 2015, the City shall make a City contribution to the Section 125 Benefit Plan of \$25 per month. In future years, t~~The City shall make a monthly contribution to the Section 125 Benefit Plan based upon level of medical coverage as follows:

<u>Level of Medical Coverage</u>	<u>City Contribution effective the first pay check in December 2019</u>	<u>City Contribution effective the first pay check in December 2020</u>
<u>Waive</u>	<u>\$35</u>	<u>\$45</u>
<u>Single</u>	<u>\$45</u>	<u>\$65</u>
<u>Two-party</u>	<u>\$325</u>	<u>\$425</u>
<u>Family</u>	<u>\$425</u>	<u>\$625</u>

<u>Level of Medical Coverage</u>	<u>City Contribution Effective the First Paycheck in December</u>		
	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Waive</u>	<u>\$45</u>	<u>\$45</u>	<u>\$45</u>
<u>Single</u>	<u>\$65</u>	<u>\$65</u>	<u>\$65</u>
<u>Two-party</u>	<u>\$425</u>	<u>\$525</u>	<u>\$625</u>
<u>Family</u>	<u>\$625</u>	<u>\$825</u>	<u>\$1025</u>

- b. Employees who waive insurance must meet all of the requirements pursuant to V.M (Cash In Lieu) to receive the City contribution above.



- c. Employees who are married or registered domestic partners who qualify and choose to be covered by the same medical plan shall receive the following contribution: The employee who is enrolled as the subscriber shall receive the two-party or family contribution, whichever is applicable. The employee who is enrolled as the dependent shall receive the amount applicable to those who waive coverage.
- d. The 125 Benefit Plan Contribution may be used to pay for excess health, dental or vision insurance premiums on a pre-tax basis or may be taken in taxable cash.
- e. The 125 Benefit Plan Contribution is separate from the Dental Contribution in V.G.1 and the Health Contribution in V.I.1. The 125 Benefit Plan is not subject to the “me too” clause of V.I.1a. Retired City employees are not eligible to receive the Section 125 Benefit Plan Contribution.

L. COLLATERAL BENEFIT.

The City agrees to pay up to \$100 per month to any eligible affected retiree; eligibility is as defined in the sub paragraphs below.

- 1. Employees hired prior to July 1, 2011 and who are retiring with at least twenty (20) years of service with the City of Pomona shall be provided the \$100 per month retiree benefit payment for use at the retiree's option. This benefit terminates when the affected retiree becomes eligible for Medicare insurance, at age 65, or any equivalent program in force at the time of eligibility.
- 2. This article does not diminish or alter retiree health insurance benefits provided to affected employees retiring prior to July 1, 1987.

M. DEFERRED COMPENSATION PLAN. The City shall continue to provide for deferred compensation plans, which may be utilized by an employee on an optional basis. The City reserves the right to accept or reject any particular plan and to impose specific conditions upon the use of any plan that provides for the best interests of both the employees and the City. Such plan shall be implemented without cost to the City.

N. LICENSES, PERMITS AND PHYSICAL EXAMINATIONS.

- 1. In those classifications that require employees to possess licenses, permits or certifications, the City shall pay the associated renewal fee. The City shall also agree to pay for physical examination, up to \$30 or the cost equivalent to an examination performed by the City's doctor, required for renewal of Class A and Class B driver's licenses, where that type of operator's license is required as a condition of employment.
- 2. Employees are required to obtain and maintain any license or permit if it is indicated as a job requirement. Any employee failing to maintain such license or permit will be placed on a thirty (30) calendar day leave. During such leave, the employee may only use vacation or compensatory time accruals. If the employee fails to obtain the license or permit during the 30 calendar day leave, the City will attempt to place that employee in a City job of equivalent or lower classification

(and at a lower salary scale) which does not require the special licensing, permit, or certification (from which the employee is excluded or does not possess), provided that the employee is able to perform the duties of the new classification and if a vacant position exists. A new probationary period shall be completed unless probation was successfully completed in such classification at an earlier time. If a vacant, authorized position is not available which meets these guidelines, the employee will be separated from City service.

- O. STANDBY. Employees who are required by the City to be available to respond to emergencies, outside of their scheduled hours of work, shall receive standby pay. Employees assigned to the Information Technology Department receive Standby compensation pursuant to Section V.Q.
1. Standby duty requires that employees so assigned:
    - a. Be ready to respond.
    - b. Be reachable by telephone or electronic pager.
    - 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 responsible department.
    - d. Refrain from activities that may impair the employee's ability to perform the assigned duties.
  2. Standby duty shall apply to Group C and D employees, and shall be compensated at the rate of two (2) hours regular pay on days the employee is regularly scheduled to work; three (3) hours for the days the employee is regularly scheduled off; or for a designated holiday that the employee does not regularly work.
  3. 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.
- P. CALL BACK. 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.
1. All time worked on call backs shall be compensated in accordance with the overtime provisions of this Agreement. In addition to any such overtime pay, each employee called back to work shall be paid one (1) hour of compensation at straight time rate for each separate call back.
  2. 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 in.

3. Group C employees hired or promoted on or after July 19, 2010 are not eligible for Call Back pay. Employees assigned to the Information Technology Department receive call back pay in accordance with Section Q.

Q. 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.
3. 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 of 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.

- R. EDUCATION INCENTIVE PAY. The City shall provide educational incentive compensation to qualifying employees for a degree from an accredited college or university when such a degree is higher than the minimum degree required for the position. No employee will be eligible for this incentive for one (1) year following completion of study in which reimbursement for tuition was made pursuant to Section S of this Article. Said incentive shall be compensated as follows:

Associate of Arts Degree	=	2%
Bachelor's Degree	=	4%
Master's Degree or higher	=	6%

- S. TUITION REIMBURSEMENT. The City shall reimburse any requesting employee's tuition costs for enrolling in job-related, professional improvement courses offered at any accredited academic institution. To be eligible for such reimbursement, the requesting employee shall obtain prior approval of his/her respective Department Director and the Human Resources/Risk Management Director and must receive a grade of "C" or "pass" or better at the completion of the course. Such reimbursement shall not exceed ~~\$1,000.00~~1,500.00 during any fiscal year and shall be submitted in the year incurred. Employees who are receiving the Education Incentive Pay under Section P of this Article are not eligible for this tuition reimbursement. Employees will be eligible for this program following one year after they have terminated their receipt of the Educational Incentive Pay provided for under Section R of this Article.
- T. COMMUNITY SERVICE ORGANIZATION DUES. The City shall pay for membership dues, up to seventy-five (\$75) dollars per year, paid to any one (1) community service organization based within the City upon written request of the employee and accompanied by a valid receipt.
- U. PROFESSIONAL PARTICIPATION. The City shall pay for the annual membership cost up to one hundred fifty dollars (\$150) per year, for participating in professional organizations approved by their respective Department Director.

V. BILINGUAL PAY.

- 1. Each affected non-probationary employee ~~(other than those on new hire probation)~~ who has the ability to fluently converse in one of the designated following languages: ~~Spanish, Cambodian, Vietnamese, Cantonese, Korean, Mandarin, Tagalog or American Sign Language,~~ and regularly uses the language in his/her work, shall receive additional compensation in the amount of forty dollars (\$40) per pay period. ~~seven hundred fifty dollars (\$750) per year. This additional compensation shall be paid to the qualifying employee over 24 pay~~

~~periods during the fiscal year. Effective October 13, 2019, bilingual compensation shall be forty dollars (\$40) per pay period. Multilingual compensation for speaking more than one additional language shall still be limited to \$40 per pay period; no additional compensation is paid for multiple languages.~~

2. The City reserves the right to establish standards and procedures to determine if an affected employee is qualified to receive such compensation.

3. The designated languages are: Spanish, Cambodian, Vietnamese, Cantonese, Korean, Mandarin, Tagalog or American Sign Language. The City additionally reserves the right to review and expand the category of accepted language that qualify for bilingual pay.

~~V. Multilingual compensation shall be limited to \$750 per annum. Effective October 13, 2019, multilingual compensation shall be limited to forty dollars (\$40) per pay period.~~

~~X.W.~~ NOTARY PAY.

1. Effective October 13, 2019, specified positions which are determined to require notary duties shall receive additional compensation. Each employee who meets the eligibility requirements and is designated by the applicable Director or Deputy City Manager and approved by the Human Resources/Risk Management Director to perform notary duties shall be compensated at the rate of \$15 per pay period.
2. Employees receiving notary pay shall maintain their commission from the California Secretary of State. The City shall pay for the cost of necessary stamps, journal, supplies, and fees associated with State and/or County requirements, as applicable.

X. UNIFORM ALLOWANCE.

1. The City shall provide, on or about his/her service anniversary date, two (2) pairs of uniform pants and two (2) uniform shirts (or other articles of clothing not to exceed the equivalent cost) to affected employees who are required to wear a uniform in the classifications determined by the Police Chief.
  - a. Any employees required to wear uniforms, provided but not cleaned by the City, shall receive \$40 per month, \$480 per year for cleaning of said uniform.
2. Employees who are not required to wear a uniform but opt to wear one with the approval of the Police Chief will receive one (1) pair of uniform pants and shirt at time of employment and will be responsible for the cleaning and maintenance of such uniform.
3. Boot Reimbursement
  - a. Employees who are required by the employee's department to wear safety footwear shall be reimbursed for one pair of boots up to \$150 per fiscal

year. Effective July 1, 2022, the reimbursement amount will be increased to \$250 per fiscal year. In addition, the City will explore implementing a voucher system beginning July 1, 2022.

- b. The footwear must meet ASTM or other industry-approved standards appropriate for the employee's work assignment and classification, as determined by the Department Director and the Human Resources/Risk Management Director.
- c. The Human Resources/Risk Management Director shall determine the specific classifications and positions that are eligible for boot reimbursement.

Y. ONE-TIME PAYMENTS.

1. Fiscal Year ~~2021-2219/20~~ – Effective the pay period beginning ~~October 13, 2019~~October 24, 2021 (pay date of November ~~7, 2019~~18, 2021), a one-time payment of ~~\$500-5,000~~ will be made to each active employee in a paid status. An employee who had a pre-planned retirement from the City between October 1, 2021 and October 24, 2021 is also eligible for the one-time payment.
- ~~2. Fiscal year 2020/21 – Effective the pay period beginning June 21, 2020 (pay date of July 16, 2020), a one-time payment of \$500 will be made to each active employee in a paid status in the pay period the payment is made.~~
- ~~3.2.~~ The one-time payment is in recognition for the unique challenges associated with performing public service functions during the COVID-19 pandemic. These payments will not be reported to CalPERS as compensation (i.e. they are it is not "PERSable"). An employee is only eligible for a single one-time payment per fiscal year regardless of the employee group.

VI. **ATTENDANCE AND LEAVES**

A. HOURS OF WORK.

1. WORK WEEK. The basic work schedule shall consist of a 4/10, 9/80 and/or a 5/40 work week.
  - a. Police Department - Employees in the Police Department will work a 4/10 schedule; however in the event there is an urgent organizational need to temporarily modify the 4/10 work schedule, the affected employee(s) shall be notified, provided an explanation of the need for the change, the estimated length of time of the change, and shall revert back to their 4/10 work schedule as soon as possible. This is not intended to create a permanent modification of the 4/10 work schedule without the meet and confer process.
  - b. Water/Wastewater and Fleet Operations
    - 1) Employees in Water/Wastewater and Fleet Operations will work a

4/10 schedule.

- 2) In the event there is an urgent organizational need to temporarily modify the 4/10 work schedule, the affected employee(s) shall be notified, provided an explanation of the need for the change, the estimated length of the change, and shall revert back to their 4/10 work schedule as soon as possible.
- 3) This provision (Article VI.A.1.b) is not intended to create a permanent modification of the work schedule and employees may be required to work a 4/10, 9/80 and or 5/40 work week consistent with operational needs and/or schedules consistent with employees assigned to City Hall.
- 4) Exceptions - Exceptions to this schedule can be made with mutual Agreement between Management and the affected employee.

2. Lunch periods and break periods shall be as scheduled by the City.

- a. POLICE DEPARTMENT EMPLOYEES. Current employees and those who are promoted, transferred or reassigned within the Police Department before June 7, 2006, will continue to receive a paid lunch. However, the Police Chief or his designee will determine if new employees hired on or after June 7, 2006 except for employees in the Dispatch Center and/or Jail will receive a paid lunch.

B. ATTENDANCE. Employees shall work the schedule assigned unless granted official leave by the City.

C. SERVICE ANNIVERSARY DATE DEFINED. The Service Anniversary Date for an employee who was hired during the first week of the pay period shall have his/her service anniversary date set to the beginning of the pay period. Those employees hired during the second week of the pay period shall have his/her service anniversary date set to the first day of the following pay period.

1. Employees will accrue 100% of their leave entitlement if they are in a paid status for the entire bi-weekly pay period; however, employees will be credited with a prorated amount of leave entitlement equivalent to the percentage of time in a paid status. For example, if the employee is only in a paid status for one (1) week of the pay period, the employee will accrue 50% of the accruals.

D. EXECUTIVE LEAVE.

1. Effective September 8, 2000, current Group C employees elected to work/accrue either Overtime/Comp-time (at the straight time rate) or Executive Leave, but not both. All Group C employees joining the City/PMMCEA after August 7, 2000 shall receive Executive Leave only.
2. All eligible Group "C" employees shall receive executive leave at the rate of 3.077 hours per pay period subject to the scheduling approval of the City Manager or appropriate Department Director.



3. Employees working less than a full pay period shall be credited with a prorated amount of Executive Leave. (See Article VI.C. – Service Anniversary Date Defined).
4. Employees, with the Department Director's or designee's approval, are eligible to take Executive Leave as they accrue it.
5. In no case shall accrued Executive Leave exceed the amount that can be accrued for three (3) fiscal years.
6. Upon separation from service, employees will be compensated for a maximum of eighteen (18) months accrual of Executive Leave.

E. SICK LEAVE.

1. DEFINED. Sick leave is leave from duty which may be granted by the City to an employee because of illness, injury, exposure to contagious disease, illness or injury requiring the employee's attendance of a member of the employee's immediate family, and medical, dental and optical appointments to the extent that such appointments are scheduled to create the least disruption in the work day.
  - a. An employee's immediate family shall consist of the employee's: spouse; registered domestic partner, children, step-children; the employee's or spouse's mother, father, brother, sister, grandchildren or grandparents or other members of the employee's family residing in the employee's home; or other members of the employee's family primarily dependent upon the employee.
2. SICK LEAVE USE.
  - a. An employee may be granted sick leave only in case of actual sickness as defined in Article VI.E.1.a. In the event that an employee recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.
  - b. In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor within one (1) hour after the time established as the beginning of the employee's work day, unless the City determines that the employee's duties require more restrictive reporting.
  - c. Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury or disability purposely self-inflicted or caused by willful misconduct.
  - d. Sick leave shall not be granted to any employee absent from duty after separation from City service, or during a City authorized leave of absence, without pay, or any other absence from duty not authorized by the City.
  - e. Sick leave shall not be granted to any employee to permit an extension of



the employee's vacation.

- f. In the event that an employee has applied for sick leave use for three (3) or more consecutive scheduled working days, the City may require a physician's certification documenting that the absence is a result of a personal illness or injury or the illness or injury of an immediate family member as defined in this section, the expected date the employee may return to work, and if there are any restrictions on the employee's ability to work. The City may, however, require such certification regarding sick leave use at any time.
- g. Employees will not be permitted to use vacation in lieu of sick leave unless approved by the Department Director.

3. SICK LEAVE ACCRUAL.

- a. All employees shall accrue twelve (12) work days of sick leave annually, beginning on the Service Anniversary Date. Such accrual shall take place on a bi-weekly basis. (See Article VI.C. - Service Anniversary Defined)
- b. Sick leave may be accrued to a maximum of two thousand (2,000) hours except as provided in Article VI.E.3.c, d, and e.
- c. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.
- d. Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as otherwise regularly provided by this Agreement.
- e. Sick leave shall not be accrued by any employee absent from duty after separation from City service, or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.

4. REIMBURSEMENT FOR ACCRUED SICK LEAVE. Upon separation, an employee shall be paid fifty percent (50%) of the employee's total accrued sick leave provided such employee has a balance on the books of not less than one hundred ninety-two (192) hours of sick leave at the time of separation. Such reimbursement shall be at the employee's regular rate of pay at the time of separation, and shall reduce the employee's total amount of accrued sick leave to zero. In lieu of being paid, employees hired in a full-time position prior to August 14, 2011 in the 2% at 55 retirement plan may use accrued sick leave toward retirement credit consistent with the retirement contract with CalPERS (Article V.D).

5. SICK LEAVE CONVERSION PROGRAM.

- a. Any employee having a sick leave balance of 192 hours or more as of the last pay period ending in October of each year shall be eligible to convert accrued sick leave to vacation leave on the following basis:

- 1) This conversion program applies to sick leave hours earned but not used in the previous 26 pay periods (eligibility period).
  - 2) Such sick leave shall be converted at the rate of two (2) sick leave hours for one (1) vacation leave hour, not to exceed 60 hours of additional vacation leave. Such conversion shall not exceed the vacation accrual cap.
- b. As an alternative to this conversion, employees may elect to sell back sick leave based on the formula in Article VI.E.5.a, (2) provided the employee has a balance of at least 200 hours of vacation leave on the books and the employee does not require additional vacation leave. Said payment shall be made by the first pay day in December of each year.

F. BEREAVEMENT LEAVE.

1. A probationary and non-probationary employee is entitled to a leave of absence (per occurrence), due to the death of a member of his/her immediate family not to exceed four (4) days, or five (5) days if out-of-state travel is required.
2. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other provisions of this Agreement.
  - a. An employee's immediate family shall consist of the employee's spouse, registered domestic partner, children, step-children; the employee's or spouse's mother, father, brother, sister, grandchildren, grandparents, other members of the employee's family residing in the employee's home; or other members of the employee's family primarily dependent on the employee.
3. Additionally, non-probationary employees may utilize sick leave or vacation leave if additional leave is needed with the approval of the Department Director due to the death of a family member as defined under Article VI.E.1.a.
4. Employees may use up to three (3) days of sick leave due to the death of a family member not defined above.

G. HOLIDAYS.

1. Employees shall receive the following paid holidays on a straight-time regular rate of pay basis:
  - a. New Year's Day, January 1;
  - b. The third Monday in January known as "Martin Luther King, Jr. Day";
  - c. The third Monday in February known as "President Day";
  - d. The last Monday in May, known as "Memorial Day";
  - e. Independence Day, July 4;
  - f. The first Monday in September, known as "Labor Day";
  - g. Veterans' Day, November 11;
  - h. The Thursday in November appointed as "Thanksgiving Day";
  - i. The day after "Thanksgiving Day" (except as modified by G.6);

- j. Christmas Eve, December 24; and
- k. Christmas Day, December 25.

Effective beginning calendar year 2022, employees shall receive the following paid holidays on a straight time regular rate of pay basis:

- a. New Year's Day, January 1;
- b. The third Monday in January known as "Martin Luther King, Jr. Day";
- c. The third Monday in February known as "President Day";
- d. March 31, known as "Cesar Chavez Day";
- e. The last Monday in May, known as "Memorial Day";
- f. June 19, known as "Juneteenth National Independence Day";
- g. Independence Day, July 4;
- h. The first Monday in September, known as "Labor Day";
- i. Veterans' Day, November 11;
- j. The Thursday in November appointed as "Thanksgiving Day";
- k. The day after "Thanksgiving Day" (except as modified by G.6);
- l. Christmas Eve, December 24; and
- m. Christmas Day, December 25.

- 2. In the event that any of the above holidays falls on a Sunday, the first work day following will be observed as the holiday. In the event that any of the above holidays falls on Saturday, the preceding working day will be observed as the holiday. Additionally, if the holiday falls on the employee's flex day, the employee shall take off the working day immediately preceding or following the holiday, with the supervisor's approval, as long as the day off falls within the same pay period.
  - a. For the Christmas and New Year's holidays, the City reserves the right to schedule the date of observance immediately before or after such holiday, so as to cause the least disruption to the public and to City services.
  - b. The day after Thanksgiving shall be administered pursuant to Section V.G.6.
- 3. Floating Holidays. ~~Employees shall be credited with two (2) working days of floating holiday time each January 1st. Except as provided herein, there shall be no carry over of a floating holiday into the next calendar year or cash payment for floating holiday time.~~
  - a. Effective in January 2020, regular and probationary employees shall be credited with two (2) work days of floating holiday time the pay period beginning after each January 1<sup>st</sup>. Effective January 1, 2022, all employees shall be credited with one (1) work day of floating holiday time each January 1.
  - b. Effective in January 2020, regular and probationary employees shall receive one (1) additional work day of floating holiday time in lieu of the day after Thanksgiving ~~the pay period beginning after~~ each January 1<sup>st</sup>. This additional floating holiday time shall be accrued in any year that City Hall remains closed on Fridays and the City chooses to be open for business on the Wednesday before Thanksgiving.

- c. Effective January 1, 2020, new employees hired after January 1 each year, 2020 shall receive floating holiday time on a pro-rata basis based upon their hire date into a regular full-time position that is eligible to receive floating holidays.
  - d. Except as provided herein, there shall be no carry over of a floating holiday into the next calendar year or cash payment of floating holiday time.
  - e. Floating holiday time off shall be scheduled at the City's discretion with due regard to the wishes of the employee and the City's work requirements. However, employees who have requested floating holiday time off and have been denied a reasonable opportunity to take the floating holiday off during the calendar year shall be compensated for said time.
  - f. Floating holidays may be taken in minute increments.
  - g. For purposes of this article, a work day shall equal the employee's normally scheduled daily hours of work.
4. In the event that a holiday falls on a Group D employee's regularly scheduled work day, and the employee is required to work, then the employee shall be entitled to receive holiday worked pay at a straight-time, hour-for-hour basis in addition to regular pay, or a day off in lieu thereof, at the City's discretion..
5. In the event that a holiday falls on an employee's regularly scheduled day off, and the employee is not able to take another day off, at the City's discretion, the employee shall be entitled to receive holiday pay at straight time, hour-for-hour basis. If the employee is off work on a holiday for any reason, the employee will receive Holiday Pay only and is not entitled to receive any other compensation (i.e. sick leave, vacation, etc).
6. Day After Thanksgiving Day.
- a. Pursuant to G.1, the day after Thanksgiving is typically a designated holiday. When City Hall business days became Monday through Thursday and City Hall closed on Friday, Wednesday and Thursday of Thanksgiving week became the designated holiday instead of Thursday and Friday. Effective with the Thanksgiving holiday in 2020, City Hall will remain open on the Wednesday before Thanksgiving. The day after Thanksgiving will be accrued as a floating holiday the prior January (initially in January 2020) consistent with provision G.3 in lieu of being a designated holiday pursuant to G.1.
  - b. Group C and group D employees who are regularly scheduled to work on Fridays will typically be scheduled off on the Friday after Thanksgiving and will be required to use floating holiday, vacation, compensatory time, or executive leave. Employees who do not have sufficient leave balances to cover the holiday will be given the option to be advanced vacation time to cover the holiday. Future vacation leave accruals earned will be used to

pay back the vacation leave that was advanced.

- c. Group D employees who are regularly scheduled to work on Fridays and are required to work the Friday after Thanksgiving will use floating holiday, vacation, or compensatory time in lieu of coding regular pay for the Friday after Thanksgiving. Employees will also earn holiday worked pay at a straight-time, hour-for-hour basis consistent with compensation for designated holidays.
- d. If the City determines it is in the best interest of the City to remain closed the Wednesday before Thanksgiving, then the Thanksgiving holidays will be observed on Wednesday and Thursday.
- e. If the City Hall schedule changes to be open on Fridays, then the Day after Thanksgiving will be observed as a designated holiday.

H. VACATION LEAVE.

1. VACATION USE.

- a. Employees shall be entitled to annual vacation leave with pay as provided in this Agreement.
- b. Scheduling of employee's vacation leave shall be at the discretion of the City with due regard to the wishes of the employee and the work requirements of the City.
- c. Vacation leave shall not be granted to any employee after separation from City service, or during a City authorized leave of absence without pay or any other absence from duty not authorized by the City.
- d. Vacation leave shall accrue but shall not be granted to any employee during the first six (6) full calendar months of service.

2. VACATION ACCRUAL.

- a. VACATION ACCRUAL RATES. All employees shall accrue vacation leave, beginning on the Service Anniversary Date, for each bi-weekly pay period of service as a City employee as provided below. Such accrual shall take place on a bi-weekly basis.
  - 1) During an employee's first three (3) full consecutive years of employment, the employee shall accrue vacation leave at the rate of 80 hours of vacation leave per year.
  - 2) Beginning with an employee's fourth (4) year of employment and extending through the fifth (5) consecutive year of employment, the employee shall accrue vacation leave at a rate of 120 hours of vacation leave per year.
  - 3) Beginning with an employee's sixth (6) year of employment and

extending through the eighth (8) full consecutive year of employment, the employee shall accrue vacation leave at the rate of 160 hours of vacation leave per year.

4) Beginning with an employee's ninth (9) year of employment and extending through the fifteenth (15) consecutive year of employment, the employee shall accrue vacation leave at the rate of 200 hours of vacation leave per year.

5) Beginning with an employee's sixteenth (16) year of employment and extending through the remaining years of employment, the employee shall accrue vacation leave at the rate of 240 hours of vacation leave per year.

b. Employees shall take annual vacation leave away from their job duties. Accrued vacation leave may not exceed the amount an employee accrues in a 36 month period, unless under special circumstances, the employee is not able to take vacation leave due to an urgent need of the City.

3. COMPENSATION FOR ACCRUED VACATION LEAVE. Upon separation, an employee shall receive compensation for the balance of vacation leave on the books except for the additional hours accrued above the current cap during the term of this Agreement. Such compensation shall be paid at the employee's regular rate of pay at the time of separation.

4. ANNUAL VACATION BUY BACK.

a. Each year, employees may make an irrevocable election to sell back vacation leave accruals anticipated to be earned in the subsequent calendar year.

b. Employees must have at least 300 hours of vacation leave as of the last pay period ending in October to be eligible to sell back vacation leave. Effective beginning with the buy back in December 2022, employees must have at least 250 hours of vacation leave as of the last pay period ending in October to be eligible to sell back vacation leave.

c. The employee may elect to sell back up to 80 hours of leave anticipated to be accrued from the first pay period ending (PPE) in January through the first PPE in November. Effective beginning with the buy back in December 2022, employees may elect to sell back up to 100 hours of leave anticipated to be accrued from the first pay period ending (PPE) in January through the first PPE in November.

d. The employee must submit an irrevocable election form to the Finance Department Payroll Unit no later than December 1 (or the Monday after if December 1 falls on a day City Hall is closed).

e. Payment shall be made in the first paycheck in December of the year it was accrued.

- f. The election cannot be changed once made and submitted to Payroll in order to comply with Internal Revenue Service (IRS) requirements related to cash-outs of accrued leave.
- g. The payment made will not exceed vacation hours actually accrued during the eligible period. The sell back may not reduce the vacation leave balance below 300-250 hours.
- h. The timeline for 2020-2022 is provided below based upon the deadlines described above and will follow a similar pattern in future years.

Date	Action
October <del>26, 2019</del> <u>23, 2021</u>	Must have accrued at least <u>300-250</u> hours of vacation to be eligible to sell back.
December <del>21, 2019</del> <u>2021*</u>	Must submit irrevocable election form to Finance Department/Payroll by this date.
PPE <del>4/5/2019</del> <u>1/1/2022</u> through PPE <del>11/7/2020</del> <u>11/5/2022</u>	Must accrue the number of hours requested for sell back. .
December <del>31, 2020</del> <u>2022</u>	Will receive payment as part of regular check issued.

*\*December 1 is a Sunday so deadline moved to Monday, December 2, 2019.*

- I. MILITARY LEAVE. The State Military and Veterans Code shall govern the City's granting and the employee's use of military leave.

J. LEAVE OF ABSENCE WITHOUT PAY.

1. Any employee who has successfully completed the original probationary period may submit to the appropriate immediate supervisor a written request for a leave of absence without pay. A leave of absence without pay shall normally not exceed a period of one (1) year and shall be for the specific purpose of obtaining improved job training, or recuperating from an extended illness for which sick leave is not available or for attending to urgent personal affairs. However, in a case of special or extenuating circumstances, an employee may apply for additional leave for a specific period of time. Use of a leave of absence without pay for a purpose other than that requested shall be considered as an employee's automatic resignation from the City service. No leave of absence without pay shall be utilized to permit an employee to engage in non-City employment except where the employment is an internship and/or advanced training which enhances job skills. The City shall have sole discretion to approve or deny any such request or any extension of said approved leave.
2. Any employee having been granted a leave of absence without pay, who does not report for work within three (3) work days after the expiration of said leave, shall be considered to have resigned from City service at 6:00 p.m. on the third day. Normally, no administrative or civil method shall exist by which to contest said result.
3. No employee may break up the use of accrued leave in order to retain City health insurance.



K. COMPENSATORY TIME OFF.

1. Any Group "D" employee may, at the employee's option, be compensated for authorized work beyond the normal regularly scheduled work hours by being credited with compensatory time off to be earned on the same basis as overtime.
2. Compensatory time off shall not be granted to any employee for services for which the employee has been otherwise compensated.
3. Employees eligible for comp-time may accrue a maximum of one hundred twenty (120) hours of compensatory time off.
4. Compensatory time off shall not be unreasonably denied but shall be scheduled at the City's discretion with due regard to the wishes of the affected employee and the City's work requirements.
5. The City may require scheduling of compensatory time off after providing the affected employee reasonable advance notice.
7. Upon separation, an employee shall receive compensation for the balance of compensatory time on the books. Such compensation shall be paid at the employee's regular rate of pay at the time of separation.
8. Group C employees earn executive leave and are not eligible to earn overtime or compensatory time off.

L. COMPENSATION FOR JURY DUTY.

1. An employee who receives notification to participate as a juror shall notify the supervisor the following work day. An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall be paid up to and including fifteen (15) working days of salary and benefits during each fiscal year while engaged in such activities. Any employee called to serve as a juror shall receive his/her regular compensation while on such leave, provided that the employee remits to the City any payments or fees received as a juror, except for mileage reimbursement. Employee shall provide from the courts certification of the amount of time served on jury duty each day for which jury duty leave with pay is requested. Failure to submit proper certification may result in non-payment of jury duty pay. Employees shall return to their regular job assignment after being released from jury duty provided the employee can work at least one-half (1/2) of their shift.
2. Compensation shall extend beyond fifteen (15) working days only upon provision to the City of a certified court document showing that trial counsel and/or the Court estimated the trial for which an employee has been selected as juror, to be a fifteen (15) or more working days in duration.
3. This section is not to be interpreted as requiring an employee to work and/or serve as a juror for more than the regularly scheduled work hours in any twenty-four (24) hour period.



4. The employee shall advise the Human Resources/Risk Management Director upon receiving a court order to appear beyond the initial fifteen (15) working days as a juror. The granting of such leave with pay shall be subject to the approval of the City Manager, or designee, consistent with the requirements set forth herein.
- M. ADMINISTRATIVE LEAVE. The City places employees on administrative leave when it is the City's discretionary opinion that continuing presence at the job site would create or may tend to create a disruption to the working environment or may possibly impact the efficient operations of the Department. Administrative leave shall be paid only in those instances where the employee is otherwise fit to perform his/her duties and represents that he/she is fit to perform those duties. Any employee placed on administrative leave shall be available to report to duty within two (2) hours during the employee's normal working hours.
- N. MATERNITY LEAVE. Employees who become pregnant may continue regular employment status, subject to the following restrictions:
1. As soon as the fact of pregnancy has been established, the employee shall furnish the City with a written physician's statement indicating the expected date of birth, and whether or not the employee's present state of health enables continued work. The City may, however, request an additional statement from the employee's personal physician at any time.
  2. Employment may continue as long as the employee can safely and efficiently perform all job duties.
  3. A female employee may apply, in writing, for a leave of absence without pay for a maximum of four (4) months beyond the birth of her child.
  4. During the period that such female employee is unable to continue regular job duties because of pregnancy, accrued leave may be used.
- If the leave benefits described herein are more restrictive than those authorized by the Federal Family and Medical Leave Act of 1993 or the California Family Rights Act of 1993, then said Acts shall prevail. If the leave provisions described herein are less restrictive than provided for by the Acts, then this agreement shall prevail. Employees shall submit FMLA requests for maternity leave, thirty (30) days in advance.
- O. PATERNITY LEAVE. If the leave benefits described herein are more restrictive than those authorized by the Federal Family and Medical Leave Act of 1993 or the California Family Rights Act of 1993, then said Acts shall prevail. If the leave provisions described herein are less restrictive than as provided for by the Acts, then this agreement shall prevail. Employees shall submit FMLA requests for paternity leave thirty (30) days in advance.
- P. WITNESS LEAVE. Employees shall receive regular pay for hours of absence from work resulting from being subpoenaed to testify as a witness in a work related court case. The employee shall remit to the City any payment of fees received as a witness, except that received for mileage reimbursement.

## **VII. INDUSTRIAL INJURIES AND ACCIDENTS**

- A. State of California Worker's Compensation Laws and this Agreement shall govern all aspects of duty-related injuries, illnesses and accidents. For more information, refer to the Human Resources/Risk Management Manual.
- B. INJURY AND ILLNESS REPORTING.
  - 1. All duty-related injuries or illnesses shall be reported to the appropriate immediate supervisor within 24 hours. If the employee is incapacitated or other extenuating circumstances exist, rendering the employee unable to report the injury or illness within 24 hours, then the employee or their representative shall report the injury or illness as soon as physically possible.
  - 2. If the injury or illness occurs at the end of the work week and if an immediate supervisor is not available, then the injured employee shall leave a message on the supervisor's voicemail within 24 hours, with the following details: date/time of injury, nature of injury, how it occurred, where it occurred, if the employee sought medical treatment and if so where, and if the employee will return to work on the next work day. Then, the employee shall report to the supervisor either via telephone or in person, on the next work day, in order to receive the required paperwork and to present any doctor's note.
- C. ACCIDENT REPORTING.
  - 1. Any duty-related accident, which results in any injury or property damage, shall be reported to the appropriate immediate supervisor within one (1) hour by any accident-involved employee. If the employee is incapacitated or other extenuating circumstances exist, rendering the employee unable to report the injury or illness within 24 hours, then the employee or their representative shall report the injury or illness as soon as physically possible.
  - 2. Any duty-related accident, which does not result in an injury or property damage, shall be reported to the appropriate immediate supervisor by any accident involved employee by the end of the work-day schedule in which the accident occurred.
- D. MEDICAL TREATMENT FOR INJURY OR ILLNESS. Any employee suffering any duty-related injury or illness which requires immediate or continued medical treatment shall immediately seek such treatment from a City approved physician or medical facility, except as provided by State Law.
- E. LEAVE OF ABSENCE FOR AN INDUSTRIAL INJURY/ILLNESS.
  - 1. Any employee suffering from an accepted work-related injury or illness which, disables that employee from the performance of regular job duties, shall be entitled to receive full pay for up to 60 working days while the employee is disabled (off work), unless a temporary light duty assignment is available that meets the work restrictions imposed by the treating physician. If light duty is offered, the employee may decline light duty and remain off work, but is disqualified from receiving full pay under this benefit. The employee may elect to be paid from leave

accruals until such time as the employee is returned to full duty by the treating physician, agreed medical examiner, or qualified medical examiner. Any dispute regarding any such claim shall be resolved through the State Workers' Compensation Board process.

2. COMPENSATION. Any employee granted a leave of absence for industrial disability shall receive full salary and benefits from the City for a period not to exceed 60 working days.
3. DURATION. Any such leave of absence for industrial disability shall only extend for a period of up to sixty (60) working days.
  - a. Such leave of absence for industrial disability shall not be authorized for any period beyond the actual period of duty-related disability; or, beyond the point in time that a physician declares the duty-related injury or illness to be permanent and stationary.
  - b. Such leave of absence for industrial disability shall not be authorized after an employee's separation from City service.
  - c. Such leave of absence for industrial disability shall not begin for three (3) calendar days following the occurrence of any duty-related injury or illness, unless the period of actual disability extends beyond fourteen (14) calendar days, or unless the job-related injury or illness requires inpatient hospitalization. During any such three (3) calendar day waiting period, sick leave or vacation may be granted.
  - d. An employee may request an extension of any such leave of absence for industrial disability by using accumulated sick leave or vacation if proper medical certification has been provided.

## **VIII. SEPARATION FROM CITY SERVICE**

- A. Separation of an employee from City service may be accomplished in any of the following alternative manners:
  1. Completion of work assignment or project.
  2. Resignation which may be either deliberate or automatic. Any deliberate resignation shall be submitted to the appropriate immediate supervisor at least fourteen (14) calendar days prior to an employee's actual separation from the City service.
  3. Retirement which may be either deliberate or by virtue of disability.
  4. Lay-off which may be initiated at the City's discretion because of a material change in job duties or organization, or a shortage of work or funds. Such action shall not take effect until any employee to be laid-off has sixty (60) calendar days advance notice. Laid off employees do not have displacement rights nor may they be displaced by any non-management/confidential employee. Upon request, the

City shall meet with the employee and/or employee's representative concerning the impact of the City's decision to initiate lay-off action. Any employee having a satisfactory employment record, who is separated from City service by virtue of a lay-off, may be eligible for reappointment to their former classification in City service within one (1) year of layoff.

5. Discharge as a result of disciplinary action as provided for in this Agreement.
  6. Death.
- B. All assigned City property and/or equipment must be returned prior to last day of employment or the replacement value will be deducted from the employee's last check.

## **IX. STANDARDS OF CONDUCT**

- A. It is expected that all City employees shall render the best possible service and reflect credit on the City, and therefore high standards of conduct are essential.
- B. Improper conduct may be cause for disciplinary action up to and including termination of employment. The term "improper conduct" means not only any improper action by an employee in the employee's official capacity but also conduct by an employee not connected with the employee's official duties that affects the employee's ability to perform official duties, and any improper use of the position as an employee for personal advantage. In addition, improper conduct includes, but is not limited to, the following:
1. Violation of any Federal, State, or Local law directly impacting the employee's fitness for employment.
  2. Using, possessing, dealing, distributing, or being under the influence of intoxicating beverages, prescribed medication which impairs the employee's ability to perform their work, unprescribed medication, narcotics or unlawful drugs while on duty or at work locations, or reporting to work or operating City vehicles or equipment under the influence of alcohol or any unlawful or unprescribed drug.
  3. Failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from an authorized supervisor or City management official.
  4. Inefficiency, incompetence, carelessness, or negligence in the performance of duties.
  5. Sexual harassment or other unlawful harassment of another employee.
  6. Chronic or excessive absenteeism or inconsistent attendance.
  7. Rude or discourteous treatment of other employees or the public.
  8. Dishonesty.
  9. Using the employee's position for financial gain; solicitation of work for private business, or personal acquaintance.

10. Failure to perform duties; insubordination.
11. Inattention to duty, tardiness, carelessness or negligence in the care and handling of City property.
12. Loss or misuse of City funds.
13. Improper or unauthorized use of City vehicles or equipment or misappropriation of supplies.
14. Damage to City or public property or the waste of City or public supplies through misconduct or negligence.
15. Misuse of sick leave, including using sick leave under false pretenses.
16. Furnishing false information to secure appointment, falsification of time cards, or falsification of other records and reports.
17. Absence from duty without authorized leave, failure to report after leave of absence has expired, or after such leave of absence has been disapproved, revoked, or cancelled.
18. Violation of the provisions of these rules and regulations, departmental rules and policies, or any written policies that may be prescribed by the City.
19. Acceptance by an employee of any bribe, gratuity, kickback, or other type of value when such is given in the hope or expectation of receiving preferential treatment.
20. Outside work that creates a conflict of interest with City work, or detracts from the efficiency of the employee in the effective performance of City functions.
21. Failure to obtain or maintain necessary qualification(s), certificate(s), or license(s), which is (are) required as a condition of employment.
22. Possession of an unsafe driving record for those employees required to operate City vehicles.
23. Conduct which discredits the City or City employees.
24. Breach of Confidentiality: it is recognized and acknowledged by the City and the employees of the Association that the maintenance and integrity of confidential documents, information and materials is a critical component of job performance. All employees have the legal, ethical, and professional duty and responsibility of preserving certain documents, information, and materials as confidential.

Release of confidential documents, information or material is considered a breach of the employee's duty and job responsibility in serving as a City employee. Any violation of the duty and/or job responsibility will result in immediate disciplinary action against that employee, which may include termination, suspension, or other action authorized by this MOU.

25. Or other just cause.

## **X. DISCIPLINE AND DISCHARGE**

- A. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement in meeting appropriate standards, and/or to establish consequences for violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for disciplining employees.
1. Discipline may be initiated for various reasons, including, but not limited to, violations of City work rules, insubordination or poor job performance. The severity of the action depends on the nature of the offense and an employee's records, and may range from verbal counseling to immediate dismissal.
  2. The normal progressive discipline procedure consists of:
    - a. Verbal counseling: An opportunity to communicate in a non-disciplinary fashion that a problem is perceived and that the supervisor is available to help solve it. (Not appealable).
    - b. Verbal reprimand: A communication to the employee that a repeat action may result in more serious discipline (Not appealable).
    - c. Written reprimand: A written communication to the employee that the same or related offense has been committed. A copy of this warning is given to the employee and one copy is filed in the employee's personnel file. Employee may submit a written response, which will be attached to the written reprimand.
    - d. Suspension: Temporary removal of an employee from his/her duties without pay for misconduct. Employees may be suspended on the spot when there is a clear threat to the safety of other employees or the public. (Managers must notify the Human Resources/Risk Management Director as soon as it is practical when instituting an on the spot suspension.) Suspensions of less than one (1) work week for management employees may be imposed for safety violations only.
    - e. Demotion: This step involves either the reduction in pay step or reduction in class.
    - f. Dismissal: The final step in the disciplinary process.
  3. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The City reserves the right to deviate from this policy when it feels that circumstances warrant such a deviation. The City Manager or designee is vested with the authority to determine the appropriate course of action.
  4. Further steps in the discipline involving suspension, demotion or dismissal should not be taken without consulting the Department Director and the Human Resources /Risk Management Director.

5. Full authority for discipline and discharge is retained by the City. The City agrees that employees will only be disciplined or discharged for just cause. Appeals for discipline or discharge must be taken up by the employee within five (5) working days after that employee is notified of the action or the proposed action by the City.
6. The City agrees to follow the principles of corrective discipline with respect to offenses it deems to be minor; that is, a written reprimand for the first offense; disciplinary action including, but not limited to, reduction in pay, demotion, or suspension for the second offense; and, discharge for the third offense.

B. PRE-DISCIPLINARY APPEAL.

Any non-probationary employee receiving notice of recommended disciplinary action which requires a pre-determination hearing under State Law (i.e. suspension, demotion or dismissal) shall have five (5) working days to request a hearing before the City Manager or designee. Failure to request such a hearing shall constitute an employee's waiver of any rights to any further hearing. Any such hearing shall be conducted in accordance with relevant State Law. After such hearing, the City Manager shall issue a written decision confirming, amending, modifying, or revoking the recommended action.

C. POST-DISCIPLINARY APPEAL.

1. Any regular employee subjected to any personnel action set forth herein (written reprimand, suspension, demotion, or dismissal) may appeal any decision of the Department Director or designee by filing a Notice of Appeal with the City Manager or designee within five (5) working days after his/her receipt of the decision. On receipt of such Notice of Appeal, the City Manager or designee shall schedule a hearing/meeting with the employee within (15) calendar days thereafter, and notify the employee of said date and place. In the appeal process, the employee may be self-represented or may be represented by:
  - a. Any other regular employee of the City; or
  - b. His/her representative.

The City Manager or designee shall render a decision within thirty (30) calendar days after the disciplinary appeal meeting.

2. If the City Manager makes a finding that the personnel action was taken upon reasonable cause the employee may proceed to the advisory arbitration for disciplinary actions for suspension, demotion or dismissal. However, the City Manager or designee finds that the Department Director's order should be rescinded, the employee shall be reinstated to his/her former position and shall receive pay and fringe benefits for all of the applicable period of time.
3. If the appeal for disciplinary actions for suspension, demotion or dismissal is not resolved in the above steps, the employee may submit it to a hearing/meeting officer by filing a written request to do so with the City Manager within five (5) working days from the date a decision was rendered in the step above.



- a. The City Manager, or designee, shall request a panel of advisory arbitrators from the California State Mediation Conciliation Service within fifteen (15) working days after receiving such a request. The City shall select three (3) advisory arbitrators from that panel. The appealing employee shall select one (1) of the three to serve as the advisory arbitrator.
- b. The Advisory Arbitrator shall issue subpoenas to compel the attendance of witnesses, if necessary, at the request of either party.
- c. The hearing/meeting may be recorded by a certified shorthand reporter. Expenses for such recording services shall be borne by the party requesting such service. If the party who did not request a certified shorthand reporter desires a copy of the transcript, then that party shall pay the other party one-half (½) of all costs associated with the services of the certified shorthand reporter. Each party shall be responsible for any specialized or extraordinary services they might individually request.
  - 1) The expenses for the hearing officer shall be borne equally by the City and employee, and each party shall be responsible for all other expenses they incur.
- d. In rendering a recommendation, the Advisory Arbitrator shall be limited to the express terms of this Agreement and shall not have the power to modify, amend, or delete any terms or provisions of this Agreement. Failure of either party to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, are not, the same.
- e. At the hearing/meeting, both the appealing employee and the City shall have the right to be heard and to present evidence.
  - 1) Oral evidence shall be taken only on oath or affirmation.
  - 2) Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issue even though the matter was not covered in the direct examination, to impeach any witness regardless of which party first called him/her to testify, and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.
  - 3) The hearing/meeting need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules



that might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

- f. The City Council may, if it deems appropriate, review the recommendation rendered by an Advisory Arbitrator on the basis of an independent review of the record of the hearing/meeting conducted in the step above. Any such City Council review must be initiated within thirty (30) working days of the City's receipt of the Advisory Arbitrator's recommendation, and any City Council action as a result of that review shall be final and binding upon the parties.

## **XI. GRIEVANCE PROCEDURE**

- A. **DEFINED.** A grievance is an alleged violation of a specific clause of Federal or State Law, City Charter, City Code, City Personnel Rules and Regulations, written department rules and regulations or this Agreement. Matters for which another method of review are provided by this Agreement, by Resolution, by Ordinance, by Charter, or by State Law shall be excluded from this procedure.
- B. **PROCEDURE.** All grievances shall be presented in the following manner:
  1. **STEP 1.** The aggrieved employee, who may be represented by another person, shall present the facts relative to the grievance to the appropriate immediate supervisor in writing within thirty (30) working days of the date on which the grievance arises, except as provided otherwise in this Agreement. Prior to filing any such written grievance, every effort will be made to resolve the matter informally. The supervisor shall render a decision, in writing, to the grievant within ten (10) working days from the day the grievance is presented.
  2. **STEP 2.** If the grievance is not resolved at Step 1, the grievant may appeal to the Department Director within five (5) working days from the date a decision was rendered in Step 1 above. Such appeal shall be in writing and shall include: a statement of the grievance and the facts relative to it; a statement of the alleged violation of the decision; and a statement of the remedy requested. Within ten (10) working days of receiving such appeal, the Department Director shall arrange a meeting between himself/herself, the aggrieved employee, the employee's representative (if applicable), and the Human Resources/Risk Management Director to review the grievance. The Department Director shall render a written decision on the grievance within fifteen (15) working days after the meeting.
  3. **STEP 3.** If the grievance is not resolved at Step 2, the grievant may appeal it in writing to the City Manager within five (5) working days from the date a decision was rendered in Step 2 above. The City Manager, or a designated representative, may render a decision solely on the basis of a review of the record; or may arrange a meeting between those affected before rendering a decision. The decision shall be rendered within ten (10) working days of the filing of the appeal.

4. STEP 4. If the grievance is not resolved at Step 3, the grievant may submit it to a hearing officer by filing a written request to do so with the City Manager within five (5) working days from the date a decision was rendered in Step 3 above.
    - a. The City Manager shall request a panel of advisory arbitrators from the California State Conciliation Service within fifteen (15) working days of receiving such a request; and, select three (3) advisory arbitrators from that panel. The aggrieved employee shall select one (1) of the three (3) to serve as the Advisory Arbitrator.
    - b. The Advisory Arbitrator shall issue subpoenas to compel the attendance of witnesses, if necessary, at the request of either party.
    - c. The hearing may be recorded by a certified shorthand reporter. Expenses for such recording services shall be borne by the party requesting such service. If the party who did not request a certified shorthand reporter desires a copy of the transcript, then that party shall pay the other party one-half (½) of all costs associated with the services of the certified shorthand reporter. Each party shall be responsible for any specialized or extra ordinary services they might individually request.
      - 1) Expenses for the Advisory Arbitrator's services and the hearing shall be borne equally by the City and the employee, provided, however, that each party shall be responsible for compensating its own special or expert witnesses.
    - d. In rendering a recommendation, the Advisory Arbitrator shall be limited to the express terms of this Agreement and shall not have the power to modify, amend, or delete any terms or provisions of this Agreement. Failure of either party to insist upon compliance with any provision of this document at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.
  5. CITY COUNCIL REVIEW. The City Council may, if it deems appropriate, review any recommendation rendered by an Advisory Arbitrator on the basis of an independent review of the record of the hearing conducted in Step 4 above. Any such City Council review must be initiated within thirty (30) working days of the City's receipt of the Advisory Arbitrator's recommendation, and any City Council action as a result of that review shall be final and binding upon the parties.
- C. WORKING DAYS DEFINED. As used in this process, the term "working days" shall mean those days of the week when the employee's individual schedule mandates as assigned working days.
- D. TIME LIMITS. Time limits in this procedure may only be waived by mutual agreement of both parties, in writing.

## **XII. NO STRIKE CLAUSE**

- A. It is agreed and understood that there will be no strike, sympathy strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Agreement. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.
- B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing its members to do so. In the event of a strike, sympathy strike, work stoppage, slow-down, picketing, or other interference with the operations of the City by Association members, the Association agrees in good faith to actively take affirmative action to cause those employees to cease such action.
- C. It is agreed and understood that any employee violating this article may be subject to disciplinary action up to and including discharge, and/or, may be considered to have automatically resigned from City service.
- D. It is understood that in the event that this article is violated, the City shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in any other City rules, regulations, resolutions and/or ordinances, from any employee and/ or the Association.

## **XIII. SAVINGS PROVISION**

If any provision(s) of this Agreement are held to be contrary to the law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

## **XIV. BINDING ON SUCCESSORS**

This Agreement shall be binding upon the successors and assigns of the parties hereto.

## **XV. MAINTENANCE OF BENEFITS**

Matters specifically provided for in this MOU shall remain in full force and effect during the term of this MOU. Other matters that are within the scope of representation shall be subject to change and/or implementation only after exhaustion by the parties of the requirements of Section 7.5 of the Municipal Code.

## **XVI. CONCLUSIVENESS OF AGREEMENT**

This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties. This Agreement is intended to supersede all prior Agreements, or Memoranda of

Understanding, or contrary provisions of salary ordinances, City Code sections, or Personnel Rules or Regulations whether expressed or implied, written or oral. It shall govern the entire relationship between the parties and shall be the source of any and all rights that may be asserted by the parties. Therefore, for the term of this Agreement, neither party shall be compelled to negotiate or bargain with the other concerning any mandatory bargaining issues whether or not such issues were specifically discussed prior to the execution of this Agreement, or whether or not such issues were omitted from any discussion. The parties may, however, mutually agree to discuss, bargain, or meet and confer regarding any issue arising during the term of this Agreement.

## **XVII. TERM OF AGREEMENT**

This Agreement shall be effective October 1, ~~2019-2021~~ and shall continue in force and effect unless otherwise specified herein, until September 30, ~~2021-2023~~ 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 upgrading its 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.~~

If the General Services Unit represented by Teamsters Local 1932 receives total general salary increases or total one-time payment during the term of this MOU that is greater than the total general salary increases and one-time payment set forth in this MOU, the City will reopen with PPMCEA to discuss salary and one-time payments only. This reopener applies to the 2021-2023 MOU only.

## **XVIII. RATIFICATION AND EXECUTION**

This Agreement shall be in full force and effect upon adoption by the City Council of the City and implementation of its terms and conditions by appropriate ordinance, resolution, or other lawful action. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Association.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

### **CITY OF POMONA:**

### **EMPLOYEES' ASSOCIATION:**

By \_\_\_\_\_  
James Makshanoff, City Manager

By \_\_\_\_\_  
Damien Martinez, PMMCEA President

By \_\_\_\_\_  
Linda Matthews,  
Human Resources/Risk Management Director

By \_\_\_\_\_  
Julie Carver, PMMCEA Vice President

By \_\_\_\_\_  
Chris Munoz, Human Resources Manager

By \_\_\_\_\_  
Vicky Barker, CEA Representative

**APPROVED, AND ORDERED IMPLEMENTED BY THE POMONA CITY COUNCIL ON 18th DAY OF OCTOBER, 2021.**

ATTEST BY: \_\_\_\_\_  
ROSALIA BUTLER  
CITY CLERK

BY \_\_\_\_\_  
TIM SANDOVAL  
MAYOR

APPROVED AS TO FORM: \_\_\_\_\_  
SONIA CARVALHO  
CITY ATTORNEY

## APPENDIX A

### DEFINITION OF TERMS

1. **Acting Assignment:** Assignments to fill a position vacant due to a separation, extended illness or leave without pay in a job classification higher than the one held by the employee.
2. **Anniversary Date:** The date for an employee who was hired during the first week of the pay period shall have the date set to the beginning of the pay period. For those employees hired during the second week of the pay period shall have the date set to the first day of the following pay period.
3. **Base Hourly Rate of Pay:** The amount of pay the employee is designated to receive within the salary scale for the employee's job classification, excluding any additional types of pay, multiplied by 12 and divided by 2080.
4. **Benefits:** As defined shall mean: unemployment, Worker's Compensation coverage, vacation leave, sick leave, Public Employee Retirement System (PERS) contribution, holidays, health insurance, dental insurance, tuition reimbursement, education incentive, Life, Accidental Death and Dismemberment insurance and Disability.
5. **Classification:** Positions sufficiently similar in duties, authority, and responsibility, which permit grouping under a common title and which permit the application with equity of common standards of selection, transfer, promotion, and salary.
6. **Demotion:** The movement of an employee to a different job classification within the City service having less responsible duties, and/or lower job qualifications, and/or lower salary range level.
7. **Discharge:** Separation from the City service for a serious offense, such as willful misconduct, gross misconduct, or conduct which gives rise to a clear and present danger to the public health and safety.
8. **Disciplinary Action:** An action taken against an employee such as verbal or written reprimands, suspension from work with or without pay, demotion, reduction in pay or discharge to correct performance deficiencies.
9. **Emergency Time:** Emergency time occurs if the City Manager or designee directs or permits an employee to be absent from work with regular pay due to an emergency (such as a building closure due to earthquake damage or bomb threat).
10. **Grievance:** A disagreement between the Association and the City or between an employee and the City concerning the interpretation, application and/or enforcement of the terms of this Agreement.
11. **Layoff/Reduction in Force:** A reduction in work force, either permanent or temporary.
12. **Military Leave:** 30 days per calendar year granted to a regular full-time employee for the purpose of responding to orders to the military services as a member of the active service, a reserve unit, the National Guard, or other official unit. Calendar days used as military leave need not be consecutive.
13. **Overtime:** Approved time earned by the employee in excess of their regularly schedule shift or 40

hours per week which is earned and paid at the rate of one and one half hours for each hour of overtime which is worked and for which the employee is financially compensated. Prior approval of the Division Manager or Supervisor is required.

14. **Position:** A specific employment description, whether occupied or vacant, carrying certain duties by an individual who is either a full-time or part-time employee.
15. **Probationary Period:** The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work to determine the employee's fitness for the position.
16. **Promotion:** The movement of an employee to a different job classification within the City service having more responsible duties, and/or higher job qualifications, and/or a higher salary range level.
17. **Reclassification:** Is defined as a change in job description and/or job title of a position within the City service to accommodate materially changed job duties not anticipated in the original classification and assigned or directed to be performed by the City, but not to include duties voluntarily assumed by any employees.
18. **Recovery Time:** Recovery time occurs if the City Manager or designee directs or permits an employee to be absent from work with regular pay due to an extended call-out and has a need to rest and recover. Such time will be authorized only pursuant to guidelines set forth by the City Manager or designee.
19. **Regular Employee:** Employees who successfully complete their initial probationary period and who regularly work a minimum of 40 hours per week shall become full-time regular employees and shall be entitled to all the benefits provided herein.
20. **Regular Hourly Rate of Pay:** The amount of pay the employee is designated to receive within the salary scale for the employee's job classification, including other applicable, additional types of pay, multiplied by 12 and divided by 2080 for which the employee's specific assignment may entitle him/her.
21. **Service Period:** A service period shall be any service period in which the employee spent 80 hours in a paid status for one (1) bi-weekly pay period that (or 40 hours in each pay period as long as it) begins and ends within any given calendar month.
22. **Sick Leave:** A period of time earned and accrued by the employee which is a "qualified" benefit and which can only be used for specific sickness-related instances.
23. **Suspension:** The temporary removal of an employee (with/without pay) from City service due to disciplinary purposes.
24. **Y-Rating:** Is defined as the salary scale for the affected employee which shall remain the same until the employee's salary scale equals or exceeds the Y-rating level.



**APPENDIX B**  
**PMMCEA EMPLOYEES' SALARY AND CLASSIFICATION PLAN**

- 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:

<b><u>Classification</u></b>	<b><u>Scale</u></b>
Accounting Supervisor	MC-076
Administrative Services Manager	MC-074
Associate Engineer *	MC-074
Associate Civil Engineer *	MC-078
Code Compliance Supervisor	MC-070
Communications Systems Manager	MC-073
Distribution & Wastewater Operations Supervisor	MC-082
Environmental Compliance Supervisor	MC-079
Facilities Maintenance Supervisor	MC-070
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-080
Police Records Manager	MC-072
Principal Accountant	MC-072
Principal Civil Engineer	MC-088
Principal Traffic Engineer	MC-088
Principal Water Engineer	MC-088
Production & Treatment Supervisor	MC-082
Public Services Supervisor	MC-070
Public Works Fiscal and Project Manager	MC-078
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 Systems Analyst	MC-068
Senior Water Resources Engineer	MC-084
Solid Waste Supervisor	MC-067

<b><u>Classification</u></b>	<b><u>Scale</u></b>
Supervising Planner	MC-080
Traffic Operations Supervisor	MC-072
Utility Associate Engineer *	MC-074
Utility Associate Civil Engineer *	MC-078
Wastewater Collection System Supervisor	MC-079
Water Treatment and Quality Supervisor	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:

<b><u>Classification</u></b>	<b><u>Scale</u></b>
Administrative Assistant I * (Confidential employees only).	MC-042
Administrative Assistant II * (Confidential employees only).	MC-046
Administrative Assistant III * (Confidential employees only).	MC-050
Buyer	MC-059
Deputy City Clerk I*	MC-050
Deputy City Clerk II*	MC-055
Family Self Sufficiency Coordinator	MC-070
Homeless Programs Coordinator	MC-070
Housing Analyst	MC-063
Human Resources Analyst I*	MC-058
Human Resources Analyst II*	MC-066
Human Resources Assistant I *	MC-046
Human Resources Assistant II *	MC-050
Legal Administrative Assistant	MC-070
Payroll Coordinator	MC-051
Police Department Coordinator	MC-055
Public Information Specialist I	MC-055
Public Information Specialist II	MC-063
Public Services Crew Chief	MC-066
Safety and Emergency Preparedness Analyst I*	MC-058
Safety and Emergency Preparedness Analyst II*	MC-066
Senior Administrative Assistant	MC-055
Senior Planner	MC-072
Signal/Lighting Crew Chief	MC-066
Solid Waste Crew Chief	MC-059
Systems Technician	MC-055
Traffic Operations Crew Chief	MC-066
Wastewater Collection System Crew Chief	MC-073
Water Operations Crew Chief	MC-073
Water Treatment and Quality Crew Chief	MC-073

\*Flexible Staffing Positions

**APPENDIX C – PMMCEA SALARY SCALES**  
**Monthly Rates – October 1, 2021 – 2.5% Increase\***

Scale	Step 1	Step 2	Step 3	Step 4	Step 5
MC-040	\$3,232	\$3,392	\$3,563	\$3,740	\$3,925
MC-041	\$3,232	\$3,392	\$3,563	\$3,740	\$3,925
MC-042	\$3,393	\$3,565	\$3,741	\$3,927	\$4,126
MC-043	\$3,477	\$3,653	\$3,832	\$4,024	\$4,230
MC-044	\$3,567	\$3,745	\$3,928	\$4,127	\$4,335
MC-045	\$3,654	\$3,838	\$4,027	\$4,232	\$4,443
MC-046	\$3,746	\$3,935	\$4,131	\$4,337	\$4,553
MC-047	\$3,842	\$4,031	\$4,234	\$4,445	\$4,666
MC-048	\$3,937	\$4,133	\$4,340	\$4,555	\$4,786
MC-049	\$4,034	\$4,236	\$4,446	\$4,668	\$4,904
MC-050	\$4,135	\$4,343	\$4,561	\$4,788	\$5,026
MC-051	\$4,239	\$4,451	\$4,671	\$4,906	\$5,152
MC-052	\$4,344	\$4,563	\$4,790	\$5,030	\$5,279
MC-053	\$4,453	\$4,674	\$4,908	\$5,154	\$5,412
MC-054	\$4,564	\$4,792	\$5,033	\$5,284	\$5,543
MC-055	\$4,678	\$4,910	\$5,158	\$5,416	\$5,687
MC-056	\$4,795	\$5,035	\$5,287	\$5,547	\$5,829
MC-057	\$4,913	\$5,162	\$5,420	\$5,702	\$5,975
MC-058	\$5,037	\$5,289	\$5,552	\$5,833	\$6,122
MC-059	\$5,164	\$5,422	\$5,693	\$5,977	\$6,275
MC-060	\$5,293	\$5,556	\$5,836	\$6,125	\$6,434
MC-061	\$5,425	\$5,697	\$5,979	\$6,280	\$6,594
MC-062	\$5,566	\$5,839	\$6,127	\$6,440	\$6,760
MC-063	\$5,700	\$5,984	\$6,284	\$6,597	\$6,929
MC-064	\$5,841	\$6,131	\$6,445	\$6,763	\$7,100
MC-065	\$5,987	\$6,288	\$6,601	\$6,932	\$7,279
MC-066	\$6,135	\$6,447	\$6,768	\$7,104	\$7,460
MC-067	\$6,291	\$6,606	\$6,935	\$7,283	\$7,647
MC-068	\$6,450	\$6,770	\$7,111	\$7,464	\$7,839
MC-069	\$6,611	\$6,939	\$7,286	\$7,652	\$8,038
MC-070	\$6,773	\$7,116	\$7,468	\$7,844	\$8,237
MC-071	\$6,944	\$7,290	\$7,657	\$8,041	\$8,442
MC-072	\$7,119	\$7,472	\$7,847	\$8,241	\$8,650
MC-073	\$7,296	\$7,663	\$8,045	\$8,446	\$8,868
MC-074	\$7,479	\$7,852	\$8,244	\$8,658	\$9,090
MC-075	\$7,667	\$8,048	\$8,451	\$8,872	\$9,317
MC-076	\$7,860	\$8,250	\$8,663	\$9,097	\$9,551

**APPENDIX C – PMMCEA SALARY SCALES**  
**Monthly Rates – October 1, 2021 – 2.5% Increase\***

<u>Scale</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>MC-077</u>	<u>\$8,053</u>	<u>\$8,456</u>	<u>\$8,880</u>	<u>\$9,322</u>	<u>\$9,788</u>
<u>MC-078</u>	<u>\$8,254</u>	<u>\$8,668</u>	<u>\$9,103</u>	<u>\$9,556</u>	<u>\$10,033</u>
<u>MC-079</u>	<u>\$8,460</u>	<u>\$8,885</u>	<u>\$9,330</u>	<u>\$9,792</u>	<u>\$10,284</u>
<u>MC-080</u>	<u>\$8,672</u>	<u>\$9,107</u>	<u>\$9,561</u>	<u>\$10,041</u>	<u>\$10,542</u>
<u>MC-081</u>	<u>\$8,889</u>	<u>\$9,335</u>	<u>\$9,799</u>	<u>\$10,289</u>	<u>\$10,805</u>
<u>MC-082</u>	<u>\$9,112</u>	<u>\$9,565</u>	<u>\$10,045</u>	<u>\$10,548</u>	<u>\$11,076</u>
<u>MC-083</u>	<u>\$9,340</u>	<u>\$9,803</u>	<u>\$10,294</u>	<u>\$10,811</u>	<u>\$11,354</u>
<u>MC-084</u>	<u>\$9,570</u>	<u>\$10,050</u>	<u>\$10,553</u>	<u>\$11,081</u>	<u>\$11,637</u>
<u>MC-085</u>	<u>\$9,811</u>	<u>\$10,303</u>	<u>\$10,819</u>	<u>\$11,358</u>	<u>\$11,925</u>
<u>MC-086</u>	<u>\$10,055</u>	<u>\$10,562</u>	<u>\$11,092</u>	<u>\$11,642</u>	<u>\$12,225</u>
<u>MC-087</u>	<u>\$10,307</u>	<u>\$10,825</u>	<u>\$11,369</u>	<u>\$11,935</u>	<u>\$12,532</u>
<u>MC-088</u>	<u>\$10,568</u>	<u>\$11,096</u>	<u>\$11,651</u>	<u>\$12,232</u>	<u>\$12,844</u>
<u>MC-089</u>	<u>\$10,831</u>	<u>\$11,373</u>	<u>\$11,944</u>	<u>\$12,540</u>	<u>\$13,165</u>
<u>MC-090</u>	<u>\$11,106</u>	<u>\$11,657</u>	<u>\$12,243</u>	<u>\$12,851</u>	<u>\$13,494</u>

\*Approximate salary rates. Actual rates are calculated by the payroll system at time of implementation.

**APPENDIX C – PMMCEA SALARY SCALES**  
**Monthly Rates – October 1, 2022 – 2.5% Increase\***

Scale	Step 1	Step 2	Step 3	Step 4	Step 5
MC-040	\$3,313	\$3,477	\$3,652	\$3,834	\$4,023
MC-041	\$3,313	\$3,477	\$3,652	\$3,834	\$4,023
MC-042	\$3,478	\$3,654	\$3,835	\$4,025	\$4,229
MC-043	\$3,564	\$3,744	\$3,928	\$4,125	\$4,336
MC-044	\$3,656	\$3,839	\$4,026	\$4,230	\$4,443
MC-045	\$3,745	\$3,934	\$4,128	\$4,338	\$4,554
MC-046	\$3,840	\$4,033	\$4,234	\$4,445	\$4,667
MC-047	\$3,938	\$4,132	\$4,340	\$4,556	\$4,783
MC-048	\$4,035	\$4,236	\$4,449	\$4,669	\$4,906
MC-049	\$4,135	\$4,342	\$4,557	\$4,785	\$5,027
MC-050	\$4,238	\$4,452	\$4,675	\$4,908	\$5,152
MC-051	\$4,345	\$4,562	\$4,788	\$5,029	\$5,281
MC-052	\$4,453	\$4,677	\$4,910	\$5,156	\$5,411
MC-053	\$4,564	\$4,791	\$5,031	\$5,283	\$5,547
MC-054	\$4,678	\$4,912	\$5,159	\$5,416	\$5,682
MC-055	\$4,795	\$5,033	\$5,287	\$5,551	\$5,829
MC-056	\$4,915	\$5,161	\$5,419	\$5,686	\$5,975
MC-057	\$5,036	\$5,291	\$5,556	\$5,845	\$6,124
MC-058	\$5,163	\$5,421	\$5,691	\$5,979	\$6,275
MC-059	\$5,293	\$5,558	\$5,835	\$6,126	\$6,432
MC-060	\$5,425	\$5,695	\$5,982	\$6,278	\$6,595
MC-061	\$5,561	\$5,839	\$6,128	\$6,437	\$6,759
MC-062	\$5,705	\$5,985	\$6,280	\$6,601	\$6,929
MC-063	\$5,843	\$6,134	\$6,441	\$6,762	\$7,102
MC-064	\$5,987	\$6,284	\$6,606	\$6,932	\$7,278
MC-065	\$6,137	\$6,445	\$6,766	\$7,105	\$7,461
MC-066	\$6,288	\$6,608	\$6,937	\$7,282	\$7,647
MC-067	\$6,448	\$6,771	\$7,108	\$7,465	\$7,838
MC-068	\$6,611	\$6,939	\$7,289	\$7,651	\$8,035
MC-069	\$6,776	\$7,112	\$7,468	\$7,843	\$8,239
MC-070	\$6,942	\$7,294	\$7,655	\$8,040	\$8,443
MC-071	\$7,118	\$7,472	\$7,848	\$8,242	\$8,653
MC-072	\$7,297	\$7,659	\$8,043	\$8,447	\$8,866
MC-073	\$7,478	\$7,855	\$8,246	\$8,657	\$9,090
MC-074	\$7,666	\$8,048	\$8,450	\$8,874	\$9,317

**APPENDIX C – PMMCEA SALARY SCALES**  
**Monthly Rates – October 1, 2022 – 2.5% Increase\***

<u>Scale</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>MC-075</u>	<u>\$7,859</u>	<u>\$8,249</u>	<u>\$8,662</u>	<u>\$9,094</u>	<u>\$9,550</u>
<u>MC-076</u>	<u>\$8,057</u>	<u>\$8,456</u>	<u>\$8,880</u>	<u>\$9,324</u>	<u>\$9,790</u>
<u>MC-077</u>	<u>\$8,254</u>	<u>\$8,667</u>	<u>\$9,102</u>	<u>\$9,555</u>	<u>\$10,033</u>
<u>MC-078</u>	<u>\$8,460</u>	<u>\$8,885</u>	<u>\$9,331</u>	<u>\$9,795</u>	<u>\$10,284</u>
<u>MC-079</u>	<u>\$8,672</u>	<u>\$9,107</u>	<u>\$9,563</u>	<u>\$10,037</u>	<u>\$10,541</u>
<u>MC-080</u>	<u>\$8,889</u>	<u>\$9,335</u>	<u>\$9,800</u>	<u>\$10,292</u>	<u>\$10,806</u>
<u>MC-081</u>	<u>\$9,111</u>	<u>\$9,568</u>	<u>\$10,044</u>	<u>\$10,546</u>	<u>\$11,075</u>
<u>MC-082</u>	<u>\$9,340</u>	<u>\$9,804</u>	<u>\$10,296</u>	<u>\$10,812</u>	<u>\$11,353</u>
<u>MC-083</u>	<u>\$9,574</u>	<u>\$10,048</u>	<u>\$10,551</u>	<u>\$11,081</u>	<u>\$11,638</u>
<u>MC-084</u>	<u>\$9,809</u>	<u>\$10,301</u>	<u>\$10,817</u>	<u>\$11,358</u>	<u>\$11,928</u>
<u>MC-085</u>	<u>\$10,056</u>	<u>\$10,561</u>	<u>\$11,089</u>	<u>\$11,642</u>	<u>\$12,223</u>
<u>MC-086</u>	<u>\$10,306</u>	<u>\$10,826</u>	<u>\$11,369</u>	<u>\$11,933</u>	<u>\$12,531</u>
<u>MC-087</u>	<u>\$10,565</u>	<u>\$11,096</u>	<u>\$11,653</u>	<u>\$12,233</u>	<u>\$12,845</u>
<u>MC-088</u>	<u>\$10,832</u>	<u>\$11,373</u>	<u>\$11,942</u>	<u>\$12,538</u>	<u>\$13,165</u>
<u>MC-089</u>	<u>\$11,102</u>	<u>\$11,657</u>	<u>\$12,243</u>	<u>\$12,854</u>	<u>\$13,494</u>
<u>MC-090</u>	<u>\$11,384</u>	<u>\$11,948</u>	<u>\$12,549</u>	<u>\$13,172</u>	<u>\$13,831</u>

\*Approximate salary rates. Actual rates are calculated by the payroll system at time of implementation.

**~~Appendix C – PMMCEA Salary Ranges – October 1, 2018~~**

**~~MONTHLY – Effective October 1, 2018~~**

<del>RANGE</del>	<del>—STEP 1</del>	<del>—STEP 2</del>	<del>—STEP 3</del>	<del>—STEP 4</del>	<del>—STEP 5</del>
MC-040	2915	3060	3213	3374	3540
MC-041	2915	3060	3213	3374	3540
MC-042	3061	3215	3375	3542	3721
MC-043	3137	3295	3457	3630	3815
MC-044	3217	3378	3543	3722	3910
MC-045	3296	3462	3633	3817	4008
MC-046	3379	3549	3726	3912	4107
MC-047	3465	3637	3819	4010	4209
MC-048	3551	3728	3914	4109	4316
MC-049	3639	3821	4011	4211	4423
MC-050	3730	3917	4114	4318	4533
MC-051	3824	4014	4213	4425	4647
MC-052	3918	4116	4320	4537	4762
MC-053	4016	4216	4427	4649	4882
MC-054	4117	4322	4539	4766	5000
MC-055	4219	4429	4652	4886	5130
MC-056	4325	4541	4769	5004	5258
MC-057	4432	4656	4889	5143	5389
MC-058	4543	4771	5009	5262	5522
MC-059	4658	4891	5135	5391	5661
MC-060	4774	5012	5264	5525	5804
MC-061	4893	5138	5393	5664	5948
MC-062	5020	5267	5527	5809	6097
MC-063	5141	5397	5668	5950	6250
MC-064	5269	5530	5813	6100	6405
MC-065	5400	5672	5954	6253	6565
MC-066	5534	5815	6105	6408	6729
MC-067	5675	5959	6256	6569	6897
MC-068	5818	6107	6414	6733	7071
MC-069	5963	6260	6572	6902	7250
MC-070	6110	6418	6737	7076	7430
MC-071	6263	6575	6907	7253	7614
MC-072	6421	6740	7079	7434	7802
MC-073	6581	6912	7257	7618	7999
MC-074	6746	7082	7437	7810	8199
MC-075	6915	7260	7623	8003	8404
MC-076	7089	7441	7814	8206	8615



MC-077	7264	7628	8010	8409	8829
MC-078	7445	7819	8211	8619	9050

**MONTHLY – Effective October 1, 2018**

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MC-079	7632	8014	8415	8833	9276
MC-080	7822	8214	8624	9057	9509
MC-081	8017	8420	8838	9281	9746
MC-082	8219	8628	9061	9514	9990
MC-083	8425	8842	9286	9751	10241
MC-084	8633	9065	9519	9995	10496
MC-085	8850	9293	9759	10245	10757
MC-086	9070	9527	10005	10501	11027
MC-087	9297	9764	10255	10765	11304
MC-088	9532	10009	10510	11034	11586
MC-089	9770	10259	10774	11311	11875
MC-090	10017	10515	11043	11592	12172

**Appendix C – PMMCEA Salary Ranges – October 1, 2019 – 4% Increase**

**MONTHLY RATE – October 1, 2019**

SCALE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MC-040	\$3,032	\$3,182	\$3,342	\$3,509	\$3,682
MC-041	\$3,032	\$3,182	\$3,342	\$3,509	\$3,682
MC-042	\$3,183	\$3,344	\$3,510	\$3,684	\$3,870
MC-043	\$3,262	\$3,427	\$3,595	\$3,775	\$3,968
MC-044	\$3,346	\$3,513	\$3,685	\$3,871	\$4,066
MC-045	\$3,428	\$3,600	\$3,778	\$3,970	\$4,168
MC-046	\$3,514	\$3,691	\$3,875	\$4,068	\$4,271
MC-047	\$3,604	\$3,782	\$3,972	\$4,170	\$4,377
MC-048	\$3,693	\$3,877	\$4,071	\$4,273	\$4,489
MC-049	\$3,785	\$3,974	\$4,171	\$4,379	\$4,600
MC-050	\$3,879	\$4,074	\$4,279	\$4,491	\$4,714
MC-051	\$3,977	\$4,175	\$4,382	\$4,602	\$4,833
MC-052	\$4,075	\$4,281	\$4,493	\$4,718	\$4,952
MC-053	\$4,177	\$4,385	\$4,604	\$4,835	\$5,077
MC-054	\$4,282	\$4,495	\$4,721	\$4,957	\$5,200
MC-055	\$4,388	\$4,606	\$4,838	\$5,081	\$5,335
MC-056	\$4,498	\$4,723	\$4,960	\$5,204	\$5,468
MC-057	\$4,609	\$4,842	\$5,085	\$5,349	\$5,605
MC-058	\$4,725	\$4,962	\$5,209	\$5,472	\$5,743
MC-059	\$4,844	\$5,087	\$5,340	\$5,607	\$5,887
MC-060	\$4,965	\$5,212	\$5,475	\$5,746	\$6,036
MC-061	\$5,089	\$5,344	\$5,609	\$5,891	\$6,186
MC-062	\$5,224	\$5,478	\$5,748	\$6,041	\$6,341
MC-063	\$5,347	\$5,613	\$5,895	\$6,188	\$6,500
MC-064	\$5,480	\$5,751	\$6,046	\$6,344	\$6,661
MC-065	\$5,616	\$5,899	\$6,192	\$6,503	\$6,828
MC-066	\$5,755	\$6,048	\$6,349	\$6,664	\$6,998
MC-067	\$5,902	\$6,197	\$6,506	\$6,832	\$7,173
MC-068	\$6,051	\$6,351	\$6,671	\$7,002	\$7,354
MC-069	\$6,202	\$6,510	\$6,835	\$7,178	\$7,540
MC-070	\$6,354	\$6,675	\$7,006	\$7,359	\$7,727
MC-071	\$6,514	\$6,838	\$7,183	\$7,543	\$7,919
MC-072	\$6,678	\$7,010	\$7,362	\$7,731	\$8,114
MC-073	\$6,844	\$7,188	\$7,547	\$7,923	\$8,319
MC-074	\$7,016	\$7,365	\$7,734	\$8,122	\$8,527
MC-075	\$7,192	\$7,550	\$7,928	\$8,323	\$8,740
MC-076	\$7,373	\$7,739	\$8,127	\$8,534	\$8,960
MC-077	\$7,555	\$7,933	\$8,330	\$8,745	\$9,182
MC-078	\$7,743	\$8,132	\$8,539	\$8,964	\$9,412

**MONTHLY RATE – October 1, 2019**

<b>SCALE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MC-079	\$7,937	\$8,335	\$8,752	\$9,186	\$9,647
MC-080	\$8,135	\$8,543	\$8,969	\$9,419	\$9,889
MC-081	\$8,338	\$8,757	\$9,192	\$9,652	\$10,136
MC-082	\$8,548	\$8,973	\$9,423	\$9,895	\$10,390
MC-083	\$8,762	\$9,196	\$9,657	\$10,141	\$10,651
MC-084	\$8,978	\$9,428	\$9,900	\$10,395	\$10,916
MC-085	\$9,204	\$9,665	\$10,149	\$10,655	\$11,187
MC-086	\$9,433	\$9,908	\$10,405	\$10,921	\$11,468
MC-087	\$9,669	\$10,155	\$10,665	\$11,196	\$11,756
MC-088	\$9,913	\$10,409	\$10,930	\$11,475	\$12,049
MC-089	\$10,161	\$10,669	\$11,205	\$11,763	\$12,350
MC-090	\$10,418	\$10,936	\$11,485	\$12,056	\$12,659

**Appendix C – PMMCEA Salary Ranges – October 1, 2020 – 4% Increase**

**MONTHLY RATE – October 1, 2020**

SCALE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MC-040	\$3,153	\$3,309	\$3,476	\$3,649	\$3,829
MC-041	\$3,153	\$3,309	\$3,476	\$3,649	\$3,829
MC-042	\$3,310	\$3,478	\$3,650	\$3,831	\$4,025
MC-043	\$3,392	\$3,564	\$3,739	\$3,926	\$4,127
MC-044	\$3,480	\$3,654	\$3,832	\$4,026	\$4,229
MC-045	\$3,565	\$3,744	\$3,929	\$4,129	\$4,335
MC-046	\$3,655	\$3,839	\$4,030	\$4,231	\$4,442
MC-047	\$3,748	\$3,933	\$4,131	\$4,337	\$4,552
MC-048	\$3,841	\$4,032	\$4,234	\$4,444	\$4,669
MC-049	\$3,936	\$4,133	\$4,338	\$4,554	\$4,784
MC-050	\$4,034	\$4,237	\$4,450	\$4,671	\$4,903
MC-051	\$4,136	\$4,342	\$4,557	\$4,786	\$5,026
MC-052	\$4,238	\$4,452	\$4,673	\$4,907	\$5,150
MC-053	\$4,344	\$4,560	\$4,788	\$5,028	\$5,280
MC-054	\$4,453	\$4,675	\$4,910	\$5,155	\$5,408
MC-055	\$4,564	\$4,790	\$5,032	\$5,284	\$5,548
MC-056	\$4,678	\$4,912	\$5,158	\$5,412	\$5,687
MC-057	\$4,793	\$5,036	\$5,288	\$5,563	\$5,829
MC-058	\$4,914	\$5,160	\$5,417	\$5,691	\$5,973
MC-059	\$5,038	\$5,290	\$5,554	\$5,831	\$6,122
MC-060	\$5,164	\$5,420	\$5,694	\$5,976	\$6,277
MC-061	\$5,293	\$5,558	\$5,833	\$6,127	\$6,433
MC-062	\$5,430	\$5,697	\$5,978	\$6,283	\$6,595
MC-063	\$5,561	\$5,838	\$6,131	\$6,436	\$6,760
MC-064	\$5,699	\$5,981	\$6,288	\$6,598	\$6,927
MC-065	\$5,841	\$6,135	\$6,440	\$6,763	\$7,101
MC-066	\$5,985	\$6,290	\$6,603	\$6,931	\$7,278
MC-067	\$6,138	\$6,445	\$6,766	\$7,105	\$7,460
MC-068	\$6,293	\$6,605	\$6,938	\$7,282	\$7,648
MC-069	\$6,450	\$6,770	\$7,108	\$7,465	\$7,842
MC-070	\$6,608	\$6,942	\$7,286	\$7,653	\$8,036
MC-071	\$6,775	\$7,112	\$7,470	\$7,845	\$8,236
MC-072	\$6,945	\$7,290	\$7,656	\$8,040	\$8,439
MC-073	\$7,118	\$7,476	\$7,849	\$8,240	\$8,652
MC-074	\$7,297	\$7,660	\$8,043	\$8,447	\$8,868
MC-075	\$7,480	\$7,852	\$8,245	\$8,656	\$9,090
MC-076	\$7,668	\$8,049	\$8,452	\$8,875	\$9,318
MC-077	\$7,857	\$8,250	\$8,663	\$9,095	\$9,549
MC-078	\$8,053	\$8,457	\$8,881	\$9,323	\$9,788

**MONTHLY RATE – October 1, 2020**

<b>SCALE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
MC-079	\$8,254	\$8,668	\$9,102	\$9,553	\$10,033
MC-080	\$8,460	\$8,885	\$9,328	\$9,796	\$10,285
MC-081	\$8,672	\$9,107	\$9,560	\$10,038	\$10,541
MC-082	\$8,890	\$9,332	\$9,800	\$10,291	\$10,806
MC-083	\$9,112	\$9,564	\$10,043	\$10,547	\$11,077
MC-084	\$9,337	\$9,805	\$10,296	\$10,811	\$11,353
MC-085	\$9,572	\$10,052	\$10,555	\$11,081	\$11,634
MC-086	\$9,810	\$10,304	\$10,821	\$11,358	\$11,927
MC-087	\$10,056	\$10,561	\$11,092	\$11,644	\$12,226
MC-088	\$10,310	\$10,825	\$11,367	\$11,934	\$12,531
MC-089	\$10,567	\$11,096	\$11,653	\$12,234	\$12,844
MC-090	\$10,835	\$11,373	\$11,944	\$12,538	\$13,165

**SIDE LETTER TO THE  
2021-2023 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF POMONA AND  
POMONA MID MANAGEMENT/CONFIDENTIAL EMPLOYEES ASSOCIATION  
  
SOLID WASTE SERVICES**

**PREAMBLE**

This Side Letter 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 the Pomona Mid-Management/Confidential Employees Association (hereinafter referred to as PMMCEA), collectively referred to as "Parties."

The City is evaluating its options regarding how to provide Solid Waste services to the residents of Pomona. This difficult decision is being considered at this time due to a rate study that indicated a significant increase in rates is needed to sustain operations, significant new recycling requirements required in accordance with SB 1383, and the fact that is time to also evaluate the franchises for commercial solid waste services.

The purpose of this side letter is to make this difficult decision making process as smooth as possible to give the employees some level of assurance regarding procedures.

**SIDE LETTER TERMS AND CONDITIONS**

1. The general timeline for the decision process includes finalizing the Request for Proposal (RFP) process by February 2022 and implementing the new franchise(s) by July 1, 2022. As such, a decision whether or not to outsource residential Solid Waste services is anticipated to be made by February 2022. Such timeline is subject to change as determined by the City.
2. The City shall conduct a request for proposal process that meets the requirements for franchises per City policies and procedures. The RFP shall include advantages for proposers (such as additional consideration in the evaluation process) who provide the following:
  - a. Guarantee that all qualified employees who are laid off from the City as a result of the Solid Waste outsourcing will be offered employment with the new contractor. Such employees may be required to pass minimum requirements such as the DOT drug test and related procedures.
  - b. The proposer has a workplace that is already unionized, or has or is willing to sign a labor peace agreement with Teamsters Joint Council 42 or other labor organization.
  - c. Full-time Solid Waste Drivers will have the option to maintain a route within the City of Pomona for a minimum of 12 months.
  - d. Honor all employee vacations that were pre-approved prior to the transition of services.
  - e. If the proposer's rate of pay is less than the current rate of pay of the employee, the proposer agrees to grandfather the current rate of pay of the City of Pomona employees.

- f. If the proposer is a non-union employer, the proposer pays for at least 80% of the medical premium for the employee and their family for benefit-eligible employees.
3. If a determination is made by the City that outsourcing is not in the best interest of the City, the City shall notify PMMCEA of that decision and the process will be concluded.
4. If a preliminary determination is made that outsourcing may be in the best interest of the City, the following procedures will occur:
  - a. The City will share the terms and conditions of the successful proposal(s) with PMMCEA prior to the City Council adopting a final decision in public session. Upon the request of PMMCEA, the City will meet to discuss such results. The request to meet must occur within 5 working days of sharing the proposal(s) and must be in writing, via email or memo to the Human Resources/Risk Management Director. The purpose of the meeting will be to answer any questions PMMCEA may have, as well as provide PMMCEA an opportunity to share any pertinent information they want the City to consider in making the decision.
  - b. The City Council will make a final decision and adopt an ordinance after the required public hearing as part of the normal franchising process.
5. If a final decision is made to outsource Solid Waste, and positions are eliminated as a result of such outsourcing, the City will follow the layoff procedures in the MOU. In addition to the benefits in the MOU, the City will agree to pay 100% of sick leave accruals for any employee laid off as a result of the outsourcing of Solid Waste in 2022, who is still on payroll and actively working (not on leave) the last day of City service, and who does not choose to apply the sick leave accrual toward retirement service credit. Such payout shall only apply to this limited exception and shall not extend to other employees or other situations.
6. The parties agree to the process herein. Whether or not the parties agree with the outcome, PMMCEA acknowledges the City's ability to outsource Solid Waste during the term of this MOU, and the City acknowledges its obligation to meet with PMMCEA regarding the decision and allow an opportunity for meaningful input as described herein.



**APPROVAL AND IMPLEMENTATION**

This Side Letter shall be effective October 1, 2021 and shall continue in force and effect unless otherwise specified herein, until September 30, 2023.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**THE CITY OF POMONA:**

**THE POMONA MID  
MANAGEMENT/CONFIDENTIAL  
EMPLOYEES ASSOCIATION**

\_\_\_\_\_  
James Makshanoff  
City Manager

\_\_\_\_\_

\_\_\_\_\_  
Linda Matthews  
Human Resources/Risk Management  
Director

\_\_\_\_\_

**APPROVED, RATIFIED AND ORDERED IMPLEMENTED BY THE CITY COUNCIL OF  
THE CITY OF POMONA ON THIS 18th DAY OF OCTOBER, 2021.**

ATTEST:

THE CITY OF POMONA:

\_\_\_\_\_  
Rosalia Butler, City Clerk

\_\_\_\_\_  
Tim Sandoval, Mayor