



## **City of Pomona**

**~~2019 - 2021~~2021-2023**

### **Part-Time General Unit**

#### **Memorandum of Understanding between the City of Pomona and the Pomona Part-Time General Unit Teamsters Local 1932 (PTG Teamsters)**

**October 1, ~~2019-2021~~ through September 30, ~~2021~~2023**

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**PART-TIME GENERAL UNIT  
AGREEMENT BETWEEN THE CITY OF POMONA AND TEAMSTERS LOCAL 1932  
PART-TIME GENERAL UNIT**

This Agreement is entered on ~~June 4, 2018~~October 1, 2021 between the City of Pomona (hereinafter referred to as "City") and the Teamsters Local 1932 (hereinafter referred to as "Union") representing the Part-time General Unit (PTG Teamsters).

**I. RECOGNITION**

- A. The City recognizes the Union as the recognized employee organization for the Part-Time General Unit. The Part-Time General Unit is comprised of part-time general employees except those working in a managerial, supervisory or confidential capacity as defined by the City of Pomona Employer-Employee Relations Ordinance. The classifications included are described in Appendix B of this Agreement.
- B. This Unit was initially created through the recognition and certification process defined by the Public Employment Relations Board (PERB) effective on or about September 12, 2017. The initial memorandum of understanding was approved by City Council on June 4, 2018. .
- C. Part-time refers to employees hired on a temporary or seasonal basis or on an on-going basis who work less than a full-time schedule. It includes Retired Annuitants. Limited-Term Assignments are governed by the City of Pomona Personnel Rules and Regulations and incumbents on Limited-Term Assignments are not covered by this Agreement. Part-time Benefits Library Employees (PBLE) are also excluded from this Unit, as those employees are covered by different agreements.

**II. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- 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 and promotion; direct and assign its employees; take disciplinary action; schedule or relieve employees from duty; 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. It is expressly agreed by the parties 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 is subject to the meet and confer process.

### **III. UNION RIGHTS AND RESPONSIBILITIES**

- A. **DUES AND BENEFIT DEDUCTIONS.** The City shall deduct dues from the paychecks of those employees who the Association certifies are Association members. .. Such deductions shall be on a bi-weekly basis. Remittance of the aggregate amount of all membership dues deductions covered hereby shall be made as designated in writing by the Union within thirty (30) days after the conclusion of the pay period in which said membership dues deductions were withheld. The Union agrees the City shall not be liable to the Union, employees, or any party by reason of the requirements of this provision for any sums other than those constituting actual deductions made from employees' wages earned. The Union 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.
- B. **TIME-OFF FOR MEETING AND CONFERRING.** The City shall provide reasonable time off without loss of pay or fringe benefits to a reasonable number (not to exceed three) duly authorized Union representatives for the purpose of meeting and conferring with City representatives. The designated representatives shall be from different departments unless the City authorizes multiple employees to be released from a department at the same time. The Union shall provide a list of said authorized personnel at least one week before the first negotiating session. Any release from duty for said purpose shall have prior approval of the City. No union representative shall be compensated by payment of overtime for participation in any meet and confer session. With prior approval of the Human Resources/Risk Management Director, designated Union representatives may be released for engaging in the meet and confer process 30 minutes prior to the schedule time for commencement of the meeting and may be authorized up to 30 minutes after the conclusion of the meet and confer session, subject to operational needs.
- C. **USE OF CITY FACILITIES.** The City shall provide the Union 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. Prior approval for the use of meeting rooms and facilities must be obtained from the Human Resources/Risk Management Director, applicable Department Director or designee. The City may charge the Union such fees as necessary to offset the costs of providing such facilities for union use.
- D. **USE OF CITY BULLETIN BOARDS.** The Unions 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 use of such bulletin boards or cause any disruptions within the City service. Materials posted by the Union shall not contain any language reasonably regarded as containing personal attacks upon any City personnel. In the absence of any available bulletin board, the Union shall be given the option of providing its own bulletin board of mutually agreed upon size, type and location.

- E. ACCESS TO WORK LOCATIONS. Union officers and officially designated representatives shall have reasonable access to employee work locations as provided in this Agreement with prior approval of the Human Resources/Risk Management Director, Department Director or designee. 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.
- F. MEMORANDUM OF UNDERSTANDING TO EACH EMPLOYEE. Employees shall be provided a copy of the approved Memorandum of Understanding (MOU) by the Human Resources Department upon their request. New employees shall be provided a copy of the MOU upon commencement of employment. Each affected employee shall be held accountable for compliance with the contents of the Memorandum of Understanding.

#### IV. SALARY/CLASSIFICATION PLAN

##### A. GENERAL DESCRIPTION.

- 1. CLASSIFICATIONS. The part-time compensation structure includes broad classifications that encompass a wide variety of duties for various departments. While there are general types of duties associated with each classification, the City may assign duties as needed to each position.
- 2. SALARY RANGES. The salary ranges for each classification vary widely to allow each department to work with Human Resources to determine the appropriate salary rate for the assigned duties.
- 3. RECRUITMENT AND SELECTION. Part-time employees may be appointed directly or through any recruitment and selection process as determined by the Human Resources/Risk Management Director. The selection of part-time employees is not governed by the City of Pomona Personnel Rules and Regulations applicable to most full-time employees.
- 4. INITIAL APPOINTMENT. The initial appointment of an employee will normally be at the beginning of the range. In cases when it is merited by experience, education, training, duties, or other relevant factors, an employee may be hired higher than the beginning of the range based upon the recommendation of the Department Director and approval of the Human Resources/Risk Management Director or City Manager.
- 5. MOVEMENT WITHIN THE SALARY RANGE.
  - a. The salary rate and any adjustments may be made with the recommendation of the Department Director with the approval of the Human Resources/Risk Management Director consistent with the guidelines below. Salary increases are not automatic.
  - b. A salary increase of up to 5% may be considered annually if there are available funds and the employee has exceptional performance and/or is meeting the goals and objectives of the department. The maximum

rate provided to the incumbent shall not exceed the appropriate maximum rate for the assigned duties and responsibilities as determined by the Human Resources/Risk Management Director or the top of the pay range. Due to the broad salary ranges for certain part-time classifications, an employee may not be eligible to move up to the maximum rate for the classification based upon the types of duties performed.~~movement on the pay range is 30% and the salary cannot exceed the top of the pay range for the employee's classification.~~

- c. A salary rate may also be adjusted based upon a change in job duties, acting assignment or other justifiable reason upon the recommendation of the Department Director, submitted to the Human Resources Director for approval by the City Manager.

B. SALARY PLAN ADMINISTRATION.

1. Employees shall be compensated on a bi-weekly basis providing for 26 pay periods in a calendar year.
2. An employee will not receive any compensation of any type while on leave of absence without pay or while absent from duty without official leave.
3. If the salary range for a particular job classification is either increased or decreased, then the City Manager shall determine how salary rates shall be impacted for individual employees.
4. The performance of the employee shall be evaluated periodically. Such evaluation will generally be conducted annually and may be used as a basis to adjust the salary rate.
5. The Evaluation Date shall be the date on which an employee will typically receive an annual performance evaluation. This date shall be the date of hire, unless otherwise modified by the Department Director. Any change in an employee's job classification shall be considered as an appointment which establishes a new Evaluation Date. The Department Director may choose to conduct a performance evaluation more or less frequently, but the evaluation date shall not change unless specifically requested by the Department Director with the approval of the Human Resources/Risk Management Director.

C. AT-WILL STATUS. Part-time employees are considered to be employed at the will (at-will) of the appointing officer.

D. APPOINTMENT TO A DIFFERENT PART-TIME POSITION. Employees may be appointed to a different part-time position with the recommendation of the department director with the approval of the Human Resources/Risk Management Director or City Manager.

1. An employee appointed to a different part-time position will be appointed at the salary rate determined by the Department Director and approved by the Human Resources/Risk Management Director or City Manager.

2. An employee may be appointed to a second different position with the salary rate determined by the Department Director and approved by the City Manager based on that assignment. The hours worked between both positions shall comply with Article VI.A.

## V. COMPENSATION AND BENEFITS

### A. SALARY.

1. Salary ranges for each classification are included in Appendix B.
2. Effective October 1, ~~2019~~2021, the City shall increase the salary range and the salary rate for each employee, excluding Retired Annuitants, by ~~4%~~ 2.5%. Retired Annuitants shall receive the increase if it is in compliance with CalPERS regulations for salary rates.
3. Effective December ~~2219~~, ~~2019~~2021, certain salary ranges shall be adjusted based upon the change in the State minimum wage, as shown in Appendix B. The rate of any employee that is below the new minimum of the range shall be adjusted to the minimum of the range. ~~If the State minimum wage increase for January 2020 is deferred, then these special adjustments shall be deferred until the minimum wage increase is implemented.~~
4. Effective October 1, ~~2020~~2022, the City shall increase the salary range and the salary rate for each employee, excluding Retired Annuitants, by ~~4%~~ 2.5%. Retired Annuitants shall receive the increase if it is in compliance with CalPERS regulations for salary rates.  
~~Effective December 20, 2020, certain salary ranges shall be adjusted based upon the change in the State minimum wage, as shown in Appendix B. The rate of any employee that is below the new minimum of the range shall be adjusted to the minimum of the range. If the State minimum wage increase for January 2020 is deferred, then these special adjustments shall be deferred until the minimum wage increase is implemented.~~

- B. PAYCHECK DEPOSIT. The City provides direct deposit (electronic transfer) of the net paycheck of employee at the option of the employee. Employees must sign the required authorization form provided by the City.

### C. OVERTIME.

1. Due to the number of hours part-time employees are authorized to work, most part-time employees will not work overtime except in emergencies or very limited circumstances. Overtime work must be authorized in advance by an employee's appropriate immediate supervisor.
2. An employee working in excess of forty (40) hours in a work week shall receive overtime at a time and one-half basis. Paid sick leave shall not count as hours worked for purposes of overtime.

### D. DEFERRED COMPENSATION, SOCIAL SECURITY, AND MEDICARE.



1. As of July 1, 1991, the Omnibus Budget Reconciliation Act of 1990 (OBRA 1990) required the wages of public employees who are not members of a qualified retirement system to be subject to social security tax or a qualified alternate retirement plan. In lieu of participation in social security, all part-time employees shall contribute 7.5% of wages to a qualified deferred compensation plan designated by the City.
2. Employees may elect to voluntarily contribute additional earnings to a separate deferred compensation plan designated by the City.
3. Employees shall pay Medicare taxes as required by law.
4. The City's agreement with the California Public Employees' Retirement System (CalPERS) excludes employees compensated on an hourly basis hired after June 28, 1962. All employees covered by this compensation plan work on an hourly basis and are excluded from the CalPERS Retirement System pursuant to this provision.

E. LICENSES, PERMITS AND PHYSICAL EXAMINATIONS.

1. The City Manager shall determine whether a classification is eligible for pay or reimbursement for required licenses, permits and physical examinations.
2. Employees are required to obtain and maintain any license or permit if it is indicated as a job requirement.

F. UNIFORMS.

1. Departments may provide uniforms to employees who are required to wear such uniforms as part of the assigned job duties or for other operational reasons upon the recommendation of the Department Director, with the approval of the City Manager. Such approval shall be based upon the general category, such as the department, classification and job duties, not for each individual employee.
2. The City will provide appropriate personal protective equipment on an as-needed basis.
3. Employees who are required to wear safety footwear will provide and wear the appropriate footwear while at work. The City may reimburse certain classifications required to wear safety footwear for one pair of safety footwear 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. 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. The Human Resources/Risk Management Director shall determine the specific classifications and positions that are eligible for safety footwear reimbursement.

**G. BILINGUAL PAY.**

1. Effective January 16, 2022, each affected employee who has the ability to fluently converse in one of the designated languages and uses the language in his/her work shall receive bilingual compensation in the amount of fifty cents (\$.50) per hour for hours actually worked. Multi-lingual compensation for speaking more than one additional language shall be limited to fifty cents (\$.50) per hour; no additional compensation is paid for multiple language. Retired Annuitants are not eligible for bilingual pay.
2. The City will 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 and American Sign Language. The City may review and expand the list of designated languages that qualify for bilingual pay.
4. Regardless of whether or not an employee is receiving bilingual pay, employees having bilingual capability shall be required to reasonably respond to non-English inquiries directed to them in their capacity as a City employee.

**VI. ATTENDANCE AND LEAVES****A. HOURS OF WORK.**

1. The City may schedule employees as needed to meet operational needs. The hours scheduled are at the sole discretion of the City and may vary from week to week. There is no guarantee of a minimum number of hours.
2. Part-time employees shall typically work no more than 1,000 hours per fiscal year (July 1 to June 30). Paid sick leave is included in the 1,000 hours.
3. Retired Annuitants shall not work more than 960 hours per fiscal year (July 1 to June 30).
4. Employees shall typically work no more than 20 hours per week. Employees will not be assigned to work more than 24 hours per week without authorization from the Human Resources/Risk Management Director or City Manager. An employee authorized to work more than 20 hours per week must still not work more than 1,000 hours per fiscal year.
5. Any exceptions to these provisions must be approved by the City Manager.
6. MEAL PERIODS. Each employee may be scheduled for an unpaid meal period, especially in cases where the employee works longer than six (6) hours per day. The meal period shall typically be not less than thirty (30) minutes, and not greater than sixty (60) minutes, as scheduled by the

responsible Department Director or Division Manager.

7. **REST PERIODS.** Employees may be authorized to take rest periods as scheduled by the responsible Department Director or Division Manager which, insofar as practical, shall be in the middle of each work period. Rest period time shall be counted as hours worked and may only be taken when the employee can reasonably be relieved from duty. Rest periods cannot be taken at the beginning or end of the shift and cannot be combined.

- B. **ATTENDANCE.** Regular attendance is important for the success of the job. Employees shall work the schedule assigned. If the employee is unable to work the assigned schedule, the employee must obtain prior approval from the designated supervisor in accordance with procedures designated by the employee's department.

- C. **SICK LEAVE.**

1. **DEFINED.**

- a. Sick leave is leave from duty which may be granted by the City to an employee for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. Sick leave may be granted to an employee who is a victim of domestic violence, sexual assault, or stalking. Sick leave shall only be used in those instances where the employee is unable to perform the essential duties of his or her position.
- b. An employee's family member is defined as the employee's spouse, registered domestic partner, child, step-child, parent, stepparent, brother, sister, grandchild, grandparent, or parent-in-law.

2. **SICK LEAVE USE.**

- a. An employee may be granted paid sick leave in case of actual sickness as defined in Article VI.C.1 above.
- b. In order to apply for paid sick leave use, an employee shall notify the appropriate immediate supervisor or his/her designee either orally or in writing, no less than thirty (30) minutes before the time established as the beginning of the employee's work day, unless the Department determines that the employee's duties require more restrictive reporting.
- c. Accrued sick leave may be used beginning the 90<sup>th</sup> calendar day after the date of hire.
- d. 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.

- e. In the event an employee requires additional time that exceeds the maximum paid sick leave balance, the employee may submit a written request for a leave without pay. The request should indicate the purpose of the leave and expected return date. The City shall have sole discretion to approve or disapprove any such request or any extension of said approved leave. Employees absent from work on approved leave will be in an unpaid status after accrued sick leave has been exhausted.

### 3. SICK LEAVE ACCRUAL.

- a. All employees except retired annuitants shall begin accruing paid sick leave on the first day of employment. Retired annuitants are not eligible to earn sick leave.
- b. All employees except retired annuitants shall accrue sick leave at the rate of 1 hour of accrual for every 30 hours worked. Sick leave shall be credited on a pro-rated basis for each hour worked or other similar accrual method.
- c. All overtime hours worked shall be considered as hours worked for the purposes of sick leave accrual.
- d. Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.
- e. Sick leave may be accrued to a maximum of sixty (60) hours.
- f. Sick leave shall not be cashed out upon separation from employment. Sick leave balances shall be maintained if the employee moves to a regular, benefited position in the City without a break in service.
- g. If an employee separates from employment and is rehired within one year from the date of separation, previously accrued and unused sick leave hours will be reinstated and the employee will be eligible to use the reinstated sick leave immediately.

### D. HOLIDAYS.

- 1. The City observes the following holidays:
  - a. January 1, New Year's Day;
  - b. Third Monday in January known as Martin Luther King Jr. Day;
  - c. The third Monday in February, known as "President's Day";

- d. The last Monday in May, known as "Memorial Day";
- e. July 4, Independence Day;
- f. The first Monday in September, known as "Labor Day";
- g. November 11, known as "Veterans' Day";
- h. "Thanksgiving Day";
- i. The day after "Thanksgiving Day";
- j. December 24, Christmas Eve;
- k. December 25, Christmas Day.

Effective beginning in 2022, the City observes the following holidays:

- a. January 1, New Year's Day;
- b. Third Monday in January known as Martin Luther King Jr. Day;
- c. The third Monday in February, known as "President's 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. July 4, Independence Day;
- h. The first Monday in September, known as "Labor Day";
- i. November 11, known as "Veterans' Day";
- j. The Thursday in November appointed as "Thanksgiving Day";
- k. The day after "Thanksgiving Day";
- l. December 24, Christmas Eve;
- m. December 25, Christmas Day.

- 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 a Saturday, the preceding workday will be observed as the holiday. Additionally, if the holiday falls on a Friday, typically the preceding Thursday is observed as the holiday.
- 3. Actual hours worked on a holiday will be compensated at straight time. Most employees will not be scheduled to work on the holiday and will not be compensated for the day.

E. VACATION LEAVE.

- 1. Employees may request to take time off work for a vacation period. Employees shall not be compensated for time off.

2. Scheduling of employee 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. The employee shall follow request procedures established by the employee's Department.
- F. JURY DUTY LEAVE. An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall be provided unpaid time off while engaged in such activities.
- G. UNPAID LEAVES OF ABSENCE.
  1. Employees may be eligible for an unpaid leave of absence due to a serious illness, serious illness of a family member, maternity, or paternity leave pursuant to the Federal Family and Medical Leave Act of 1993 (FMLA), the California Family Rights Act of 1993 (CFRA) and/or the California Pregnancy Disability Act. Refer to the City's Family and Medical Leave Policy and/or contact Human Resources for more information.
  2. The City does not participate in the California State Disability (SDI) or Paid Family Leave (PFL) programs. Employees absent from work on approved leave will be on unpaid leave after accrued sick leave has been exhausted. In the event an employee's previous employer contributed to these programs, the employee may contact the State of California Employment Development Department for eligibility information.

## **VII. SEPARATION FROM CITY SERVICE**

MANNER OF SEPARATION. 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 (voluntary separation initiated by the employee). Employees should submit a letter of resignation to the appropriate immediate supervisor a minimum of two (2) weeks prior to the resignation date.
3. Termination.
4. Death.

## **VIII. INDUSTRIAL INJURIES AND ACCIDENTS**

The State Workers' Compensation Laws and this Plan shall govern all aspects of duty-related injuries, illnesses and accidents.

### **A. INJURY AND ILLNESS REPORTING**

1. All duty-related injuries or illnesses which require medical treatment 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 an 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 or e-mail 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. 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.

**B. 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 any 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.

**C. MEDICAL TREATMENT FOR INJURY OR ILLNESS.** Any employee suffering any duty-related injury or illness which requires either immediate or continued medical treatment shall immediately seek such treatment upon discovery of injury or illness from a City approved physician or medical facility, except as provided by State Law.

**D. LEAVE OF ABSENCE FOR AN INDUSTRIAL INJURY/ILLNESS.** 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 a leave of absence as required by law to recuperate from the injury.

**IX. STANDARDS OF CONDUCT**

- A. The City expects excellent performance and a strong commitment to public service from its employees. The City's values are: Cultural Diversity, Fiscal Responsibility;

Focusing on the Future; Excellent Customer Service; Leadership; and Clear and Open Communication. Employees are expected to model these values and to provide the best service possible to our community, consistent with the guidelines and policies for their position.

Examples of actions that are viewed as misconduct and may result in disciplinary action, up to termination, include, but are not limited to, any of the following:

1. Conviction of a criminal offense involving moral turpitude or a felony;
2. Damage to public property or waste of public supplies through misconduct or negligence;
3. Unauthorized absence from regular assigned duty without official leave;
4. Use of fraud or misrepresentation in securing employment;
5. Use of or being under the influence of intoxicating liquors or drugs while on duty;
6. Insubordination;
7. Negligence which affects the safety of the employee or others;
8. Conduct unbecoming a City employee;
9. Failure to perform duties;
10. Failure to observe this Agreement, or City or Departmental rules and regulations;
11. Conduct which discredits the City and/or City personnel.
12. For other causes as determined by the City.

## **X. DISCIPLINE**

- A. Full authority for discipline and discharge is retained by the City.
- B. The City may discipline an employee. Such discipline may be in the form of verbal counseling; written reprimand; unpaid suspension; reduction in pay, termination or other actions as appropriate.
- C. Such discipline is not subject to appeal. The employee may submit a written statement responding to the discipline to be included in his/her personnel file. Such written statement must be submitted within 30 days of the receipt of discipline.

## **XI. COMPLAINT RESOLUTION PROCEDURE**



- A. On occasion, an employee may disagree with their supervisor regarding a term or condition in this Agreement, written personnel procedures or other related documents. The employee is encouraged to discuss such issues with their supervisor and to utilize the chain of command up through the Department Director. The Grievance Procedure in Article XII may be utilized to resolve certain disputes regarding the terms within this Agreement.
- B. If the employee does not feel comfortable using the chain of command or the issue is not resolved, the employee may contact the Human Resources Department.

## **XII. GRIEVANCE PROCEDURE**

- A. DEFINITION. A grievance is an alleged violation of this Agreement. Discipline procedures are specifically excluded from this Grievance Procedure. Matters for which another method of review is provided by the Agreement shall be excluded from this procedure. Grievances which may have the potential for affecting employees in more than one department/division may, by mutual agreement, be initiated at a higher step of the grievance procedure. Mutual agreement shall be determined within five (5) working days following receipt of request.
- 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 grievance within ten (10) working days from the day the grievance is presented.
  - 2. STEP 2. If the grievance is not resolved in Step 1, the aggrieved employee may appeal it to the Department Director within five (5) working days from a 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 Agreement; and a statement of the remedy requested. Within ten (10) working days of receiving such an 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 in Step 2, the aggrieved employee 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. The decision of the City Manager or

designated representative shall be final.

- C. **WORKING DAYS DEFINED.** As used in this procedure, the term “working days” shall mean those days of the week that City Hall is open for business.
- D. The time limits in the procedure may only be waived by mutual agreement of both parties, in writing.

### **XIII. JOINT LABOR-MANAGEMENT COMMITTEE**

The parties recognize that good labor relations are fostered through regular communication and discussion between labor and management. To that end, a group of representatives for labor and management will meet periodically to discuss issues. The specific participants and frequency of meetings will be determined mutually between the parties based upon need.

### **XIV. SAVINGS PROVISION**

If any provision(s) of this Plan 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.

### **XV. BINDING ON SUCCESSORS**

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

### **XVI. MAINTENANCE OF BENEFITS**

Matters specifically provided for in this Agreement shall remain in full force and effect during the term of the Agreement. Other matters which are within the scope of representation shall be subject to change and/or implementation only after the exhaustion by the parties of the requirements of Meyers Milius Brown Act (California Government Code 3505 – 3505.7).

### **XVII. 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 which 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 the agreement, or whether or not such issues were omitted from discussion. The parties may, however, mutually agree to discuss, bargain, or meet and

confer regarding any issue arising during the term of the Agreement.

#### **XVIII. TERM**

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~~

#### **XIX. RATIFICATION**

This Agreement shall be in full force and effect upon adoption by the City Council of the City of Pomona 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 Union

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

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

#### **CITY OF POMONA:**

#### **EMPLOYEES' ASSOCIATION:**

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

By \_\_\_\_\_  
Carlos Gonzalez, Business  
Representative, Teamsters Local  
1932

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

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

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

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

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

**APPENDIX A****DEFINITION OF TERMS**

1. **At-Will:** At-will means that the City can terminate an employee at any time for any reason, except an illegal one, or for no reason. Likewise, an employee is free to leave a job at any time for any or no reason with no adverse legal consequences.
2. **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.
3. **Discharge:** Separation from the City service.
4. **Disciplinary Action:** An action taken against an employee such as a verbal or written reprimand, suspension from work with or without pay, demotion, reduction in pay or discharge to correct or address performance deficiencies.
5. **Part-Time Classification/Position:** Positions that are filled on a temporary basis for a short-term need; on a seasonal basis for a season-specific need; or on an on-going basis for less than a full-time schedule. This definition supersedes the definition of a temporary position in the City of Pomona Personnel Rules and Regulations that limits work to 180 calendar days and a total of 360 calendar days. All positions are now just defined as part-time, also commonly referred to as “hourly”. It excludes “Limited-Term Assignment”, which is governed by the Personnel Rules and Regulations. The City’s agreement with the California Public Employees’ Retirement System (CalPERS) excludes employees compensated on an hourly basis hired after June 28, 1962. All employees hired into a classification covered by this compensation plan work on an hourly basis and are excluded from the CalPERS Retirement System pursuant to this provision.
6. **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.
7. **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.
8. **Regular Hourly Rate of Pay:** The amount of pay the employee is designated to receive within the salary range for the employee’s job classification.
9. **Retired Annuitant:** An employee who is currently a retiree in the California Public Employees Retirement System (CalPERS) and is working on a limited basis consistent with CalPERS regulations. Retired Annuitants are not eligible for any fringe benefits.
10. **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.
11. **Suspension:** The temporary removal of an employee (with or without pay) from City service due to disciplinary purposes.

**Appendix B****Classification and Salary Listing Effective October 1, ~~2019-2021~~ (4% ~~2.5%~~ Increase)\***

<b>Classification</b>	<b>Range</b>	<b>Hourly Minimum Salary</b>	<b>Hourly Maximum Salary</b>
Community Service Specialist I	PT-0003	14.35	17.45
Community Service Specialist II	PT-0015	15.78	19.19
Helicopter Pilot	PT-0050	39.71	53.12
Intern	PT-0010	14.35	22.97
Librarian	PT-0047	24.94	37.11
Library Clerk I	PT-0020	14.35	22.97
Library Clerk II	PT-0041	20.19	26.27
Library Clerk III	PT-0045A	21.20	27.56
Library Page	PT-0002	14.35	17.45
Maintenance Worker I	PT-0005	14.35	23.40
Maintenance Worker II	PT-0040	20.19	33.41
Office Assistant I	PT-0020	14.35	22.97
Office Assistant II	PT-0045	20.81	29.00
Police Cadet	PT-0021	14.35	17.73
Police Dispatcher	PT-0048	29.78	36.21
Technical Specialist I	PT-0025	16.54	31.60
Technical Specialist II	PT-0052	33.20	53.13

\*Approximate rates. Actual salary rates calculated by payroll system upon implementation.

**Appendix B****Classification and Salary Listing Effective December ~~22, 2019~~19, 2021 (Special Adjustments)**

<b>Classification</b>	<b>Range</b>	<b>Hourly Minimum Salary</b>	<b>Hourly Maximum Salary</b>
Community Service Specialist I	PT-0003	15.00	18.24
Community Service Specialist II	PT-0015	16.50	20.06
Helicopter Pilot	PT-0050	39.71	53.12
Intern	PT-0010	15.00	22.97
Librarian	PT-0047	24.94	37.11
Library Clerk I	PT-0020	15.00	22.97
Library Clerk II	PT-0041	20.19	26.27
Library Clerk III	PT-0045A	21.20	27.56
Library Page	PT-0002	15.00	18.24
Maintenance Worker I	PT-0005	15.00	23.80
Maintenance Worker II	PT-0040	20.19	33.41
Office Assistant I	PT-0020	15.00	22.97
Office Assistant II	PT-0045	20.81	29.00
Police Cadet	PT-0021	15.00	18.54
Police Dispatcher	PT-0048	29.78	36.21
Technical Specialist I	PT-0025	16.54	31.60
Technical Specialist II	PT-0052	33.20	53.13

\*Approximate rates. Actual salary rates calculated by payroll system upon implementation.

**Appendix B****Classification and Salary Listing Effective October 1, ~~2020-2022~~ (4%~~2.5%~~ Increase)\***

<b>Classification</b>	<b>Range</b>	<b>Hourly Minimum Salary</b>	<b>Hourly Maximum Salary</b>
Community Service Specialist I	PT-0003	15.38	18.69
Community Service Specialist II	PT-0015	16.91	20.56
Helicopter Pilot	PT-0050	40.70	54.44
Intern	PT-0010	15.38	23.54
Librarian	PT-0047	25.56	38.03
Library Clerk I	PT-0020	15.38	23.54
Library Clerk II	PT-0041	20.70	26.93
Library Clerk III	PT-0045A	21.73	28.25
Library Page	PT-0002	15.38	18.69
Maintenance Worker I	PT-0005	15.38	24.40
Maintenance Worker II	PT-0040	20.70	34.25
Office Assistant I	PT-0020	15.38	23.54
Office Assistant II	PT-0045	21.33	29.72
Police Cadet	PT-0021	15.38	19.00
Police Dispatcher	PT-0048	30.52	37.12
Technical Specialist I	PT-0025	16.96	32.39
Technical Specialist II	PT-0052	34.03	54.45

\*Approximate rates. Actual salary rates calculated by payroll system upon implementation.



**Appendix B****Classification and Salary Listing Effective December 20, 2020 (Special Adjustments)\***

<b>Classification</b>	<b>Range</b>	<b>Hourly Minimum Salary</b>	<b>Hourly Maximum Salary</b>
<del>Community Service Specialist I</del>	<del>PT-0003</del>	<del>14.00</del>	<del>17.02</del>
<del>Community Service Specialist II</del>	<del>PT-0015</del>	<del>15.40</del>	<del>18.72</del>
<del>Helicopter Pilot</del>	<del>PT-0050</del>	<del>38.74</del>	<del>51.82</del>
<del>Intern</del>	<del>PT-0010</del>	<del>14.00</del>	<del>22.41</del>
<del>Librarian</del>	<del>PT-0047</del>	<del>24.33</del>	<del>36.20</del>
<del>Library Clerk I</del>	<del>PT-0020</del>	<del>14.00</del>	<del>22.41</del>
<del>Library Clerk II</del>	<del>PT-0041</del>	<del>19.70</del>	<del>25.63</del>
<del>Library Clerk III</del>	<del>PT-0045A</del>	<del>20.68</del>	<del>26.89</del>
<del>Library Page</del>	<del>PT-0002</del>	<del>14.00</del>	<del>17.02</del>
<del>Maintenance Worker I</del>	<del>PT-0005</del>	<del>14.00</del>	<del>22.83</del>
<del>Maintenance Worker II</del>	<del>PT-0040</del>	<del>19.70</del>	<del>32.60</del>
<del>Office Assistant I</del>	<del>PT-0020</del>	<del>14.00</del>	<del>22.41</del>
<del>Office Assistant II</del>	<del>PT-0045</del>	<del>20.30</del>	<del>28.29</del>
<del>Police Cadet</del>	<del>PT-0021</del>	<del>14.00</del>	<del>17.30</del>
<del>Police Dispatcher</del>	<del>PT-0048</del>	<del>29.05</del>	<del>35.33</del>
<del>Technical Specialist I</del>	<del>PT-0025</del>	<del>16.14</del>	<del>30.83</del>
<del>Technical Specialist II</del>	<del>PT-0052</del>	<del>32.39</del>	<del>51.83</del>

\*Approximate rates. Actual salary rates calculated by payroll system upon implementation.