

2010 – 2011

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF POMONA

And

Pomona City Employees' Chapter

of the

**San Bernardino Public Employees' Association
(PCEA)**

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AGREEMENT BETWEEN
CITY OF POMONA
AND THE
POMONA CITY EMPLOYEES' CHAPTER OF THE
SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION

This Agreement entered into this 28th day of June, 2010, between the CITY OF POMONA (hereinafter referred to as "City") and the POMONA CITY EMPLOYEES' CHAPTER OF THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION (hereinafter referred to as "Association").

I. RECOGNITION

The City recognizes the 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 and assign 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. 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. EMPLOYEE ORGANIZATION RIGHTS AND RESPONSIBILITIES

- A. DUES AND BENEFIT DEDUCTIONS. The City shall deduct program contributions from the paychecks of those employees who authorize such deductions for the term of this Agreement. Association dues and benefit deductions may be a varying amount for each employee. The language of any form by which employees authorize such deductions shall be mutually agreed upon by the City and the Association. Such deductions shall be on a bi-weekly basis. 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 employees' 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.
- 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 eight) 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 division 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.
- 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 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 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. 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.
- 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. THE SALARY SCALE STEP PLAN. The salary scale plan as described in Appendix "B" of this Agreement shall provide a salary scale for each 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 qualification, the City may approve the hiring of a candidate for employment at a higher level.
 - 2. SECOND STEP. 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 must 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 proven to be fully satisfactory 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 be fully satisfactory 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 be fully satisfactory in a given classification for one (1) additional year of service from the granting of the previous salary step increase.
6. Employees who are initially hired by the City on a step other than step one (1) may advance to the next step one (1) year from the date of appointment and annually thereafter. However, the employee's anniversary date for step increase evaluation purposes shall be modified upon promotion to reflect an annual evaluation occurring one (1) year after promotion.

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 scale for a particular job classification is either increased or decreased, then all employees within that classification shall be notified of the change and maintain the same salary step level in the adjusted salary scale.
4. In accordance with accepted Merit System principles, the City may at its discretion accelerate salary step advancement for individual employees.
5. Employees shall strive to maintain established levels of performance required for the job. To achieve or maintain any given salary step

level, an employee must continue to successfully provide the required level of performance, that is, fully satisfactory. All employees shall receive at least one (1) annual written department evaluation. Additionally, the City may, for just cause, at any time, assess an employee's performance by conducting an evaluation. If any such written departmental performance evaluation does not demonstrate an employee's continued successful performance, that employee may for just cause be reduced in salary step level, or demoted in job classification, subject to appeal through the grievance procedure. Any such reduction may be re-evaluated at the City's discretion, in any multiple of thirty (30) calendar days.

- a. The employee shall be evaluated by his/her immediate supervisor and the appropriate Division Manager/Department Director. The evaluation shall be in writing and discussed with the employee. After the evaluation has been signed, the employee shall receive a copy and no changes will be subsequently made to the form.
- b. Prior to denial/withdrawal of a merit increase or issuance of a less than satisfactory work performance evaluation, the immediate supervisor and/or appropriate Division Manager/Department Director shall make every effort to positively counsel and work with the deficient employee so that he/she will have an opportunity to improve his/her performance.

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 the probationary period. Any change in an employee's job classification, except by virtue of a reclassification, shall be considered as an appointment which establishes a new Evaluation Date.

- a. This definition shall be utilized, as appropriate, through-out this Agreement unless specifically provided otherwise.
- b. The Evaluation Date for any employee who has taken leaves 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) biweekly pay period for each 80 hours of absence.

7. MAINTENANCE OF BENEFITS AND ACCRUALS. The City will maintain the employee's benefits (i.e., health, dental, life insurance) and accruals as follows:

- a. The City will maintain the employee's insurance as long as the employee is on a paid status for any portion of a month.
- b. Employees will accrue 100% of their leave entitlement if they are in a paid status for the entire biweekly 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.

C. THE PROBATIONARY PERIOD.

DEFINED. Except as otherwise provided herein the length of the probationary period shall be for a six (6) month period unless otherwise extended by the City.

1. Any appointment to, or within, the City service, except by virtue of a reclassification, shall not be deemed to be regular until the successful passage of an employee's 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. Probationers shall serve at the pleasure of the appointing officer or body. In addition, said probationary period may be extended by the number of days that the employee has been absent from work with or without pay during any probationary period or any extensions thereof, or for the number of work days an employee has worked in a light duty assignment.
2. The probationary period will normally be six (6) full months provided however, that as to any position, the probationary period may be extended for up to six (6) additional months. In no case shall the probationary period exceed twelve (12) months unless an employee has been on a leave of absence. In such cases, the probation may be extended day-for-day for the length of the leave of absence. In certain circumstances, an employee may be required to obtain certification as a condition of initial employment. The supervisor may extend probation in situations where the employee needs additional time to obtain the required certification. Such an extension must be based on documentation provided by the employee to the supervisor, and the new probationary period must be provided to the employee by the supervisor.
3. All Police Dispatchers, but only Jailers hired on or after July 1, 2010 shall serve a probationary period of twelve (12) full months. The

probationary period may be extended for up to six (6) additional months. In no case shall the probationary period exceed eighteen (18) months unless an employee has been on a leave of absence. In such cases, the probation may be extended day-for-day for the length of the leave of absence.

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 the City service as provided in this Agreement. Any employee displaced as a result of such reinstatement shall be given rights in accordance with Article VIII.B of the Memorandum of Understanding.

D. TRAINEE ASSIGNMENTS. The City may establish trainee assignments of a temporary nature for a period of one (1) year and establish appropriate salary scale for such assignment. The Trainee Assignment is considered at-will and is not subject to the probationary period. The employee will start a probationary period as outlined in Article IV.C upon placement in a regular classification. The Trainee Assignment may be extended for up to six (6) additional months if recommended by the Department Director and approved by the Human Resources/Risk Management Director and notification sent to the Association. In no case shall the Trainee Assignment exceed eighteen (18) months unless an employee has been on a leave of absence. In such cases, the trainee assignment may be extended day-for-day for the length of the leave of absence. The purpose of such assignment shall be to provide on-the-job training; however, no employee shall be required to operate machinery and/or equipment without prior training in order to protect the employee, property, other employees, and the public.

E. ACTING APPOINTMENTS.

1. The City may, at its discretion, appoint an employee in an acting capacity to fill a position vacant due to separation, extended illness or leave without pay in a job classification higher than the one held by the employee. Acting appointments shall be confirmed on or before the first date of said acting appointment and acknowledged by the processing of a Personnel Action Form. Failure on the part of the City to process the Personnel Action Form shall not automatically constitute an employee's waiver of their right to compensation under this Article. If an employee does not receive a copy of an approved Personnel Action Form by the 20th calendar day following appointment to an acting assignment, the employee should bring this to the attention of their Department Director. The employee shall receive any salary scale increase which may be attendant to such acting service only after thirty (30) calendar days in such acting capacity.

Such service may be cumulative if the acting appointment is stopped and started again within any consecutive period of one hundred eighty (180) calendar days. Service in an acting capacity shall not continue for a period of time exceeding a total of one hundred eighty (180) days, nor be considered in establishing an employee's Evaluation Date for the purpose of applying the salary step plan.

2. Commencing with the thirty-first (31) calendar day during which time an employee has been performing in an acting appointment, the employee shall commence accruing salary equivalent to step one (1) of the salary scale established for the position in which the employee is serving. Said acting pay salary increment shall be reflected in the payroll check for the payroll period commencing after the thirty-first (31) calendar acting day has commenced, and shall thereafter be paid in the pay period during which time acting pay is earned. If Step 1 does not provide the employee with additional compensation, the employee will be placed on a step that provides no less than a five percent (5%) increase in compensation, but shall not exceed the maximum salary scale level established for the position in which they are serving.
3. Employees shall not be required to work in an acting assignment exceeding thirty (30) calendar days without receiving compensation as provided for under Article IV.E.2 above.
4. 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.

F. RECLASSIFICATION. The City may reclassify any job 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 employee. Any such reclassification shall not alter an employee's Evaluation Date.

1. RECLASSIFICATION DEFINED. A reclassification is 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 employee. Salary scale level increase or decrease may, at the City's discretion, accompany a reclassification. Position reclassification is neither promotional nor demotional.

2. An employee may request a classification study by submitting a written statement to his/her immediate supervisor and/or division manager detailing the reasons for said request. The request shall be reviewed and commented upon by the supervisor and forwarded to the Department Director. The Department Director shall review the employee's and supervisor's comments and forward the request with a recommendation to the Human Resources Department. Human Resources shall make the final determination as to classification study need and so inform the Department and employee of said determination. The employee may appeal to Human Resources its determination within ten (10) working days from receipt of notification.

The City and the Association will meet and confer regarding this reclassification article prior to the implementation of a City-wide classification and compensation study.

- G. Y-RATING. The City may Y-rate any employee in the City service as a result of reorganization or reclassification. Such action shall not take effect until any employee has had thirty (30) calendar days advance notice. Upon request, the City shall meet and confer with the employee and/or the Association concerning the impact and rationale for the City's decision to apply a Y-Rate.

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

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

- I. FLEXIBLE STAFFING PROMOTION.

1. The City may, in accordance with this Agreement, grant a flexible staffing promotion to an employee who holds a flexible staffing classification. An employee will be eligible for a flexible staffing promotion when he/she completes twelve (12) months of service at Step 5 of the salary scale; achieves an overall "exceeds standards" annual performance evaluation; meets the minimum qualifications for

the position; and has the recommendation of the Department Director. Upon a flexible staffing 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 flexible staffing promotion shall establish a new performance evaluation date for purposes of applying the salary step plan. Any flexible staffing promotional appointment shall be tentative and shall be subject to a probationary period.

2. ACCELERATED FLEXIBLE STAFFING PROMOTIONS. In an effort to retain employees, the Human Resources/Risk Management Director may grant special consideration, to prevent the employee from discontinuing Department or City employment. A Department Director may request to accelerate a flexible staffing promotion and petition for the waiver of the criteria in Article IV.I.1, if the criteria below is met:

- a. An accelerated flexible staffing 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. Additionally, at least one of the following criteria must be met in order to be eligible for an "Accelerated Flex Promotion".
 - 1) The employee must have a legitimate offer of employment from another City department or another agency.
 - 2) The employee must have obtained degrees, certificates, and/or licenses, which increase the employee's value to the City.

J. DEMOTION. The City may, for just cause, in accordance with this Agreement, demote any employee to a different job classification within the City service having less responsible duties, and/or lower job qualifications, and/or lower salary scale level. Upon demotion any employee shall receive a minimum salary decrease equivalent to one (1) salary step in the employee's current (predemotional) job classification, provided however that no employee shall receive a salary which exceeds the maximum salary scale

level established for the new job classification. A demotion shall establish a new Evaluation Date for purposes of applying the salary step plan, and the Department Director may reinstitute the probationary period. However, such action shall not affect the retention and/or accrual of sick leave and vacation hours.

V. COMPENSATION AND BENEFITS

- A. **SALARY**. Effective the last pay period in June 2011, the City shall increase each step within the salary scale for each affected employee to the median of the salary survey of the City's fourteen (14) salary survey cities for each classification conducted in March 2009.
- B. **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.
- C. **PAYCHECK DEPOSIT**. The City shall provide automatic 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 and designated bank.
- D. **OVERTIME**.
 - 1. An employee working in excess of their normally scheduled work day or in excess of forty (40) hours in a normally scheduled work week shall receive overtime at a time and one-half basis or equivalent compensatory time off, at the employee's option. Utilized vacation and/or holiday (including floating holidays) time shall be considered time worked for computation of overtime, contingent upon vacation and/or holiday time being utilized in a full work day increment. Overtime work must be authorized in advance by an employee's appropriate immediate supervisor.
 - 2. Employees who are scheduled to work overtime will be paid two (2) hours at their regular hourly rate if said scheduled overtime assignment is cancelled less than 12 hours before the scheduled report time. The overtime cancellation pay does not apply to overtime assignments which are scheduled or cancelled due to an emergency as defined under Article V. P.3.
 - 3. **COMPENSATORY TIME OFF**.
 - a. Any employee may, at the employee's option, be credited with compensatory time off to be earned on the same basis as overtime.

- b. Compensatory time off shall not be granted to any employee for services for which the employee has been otherwise compensated.
 - c. An employee may accrue a maximum of ninety (90) hours of compensatory time off. Effective the first payroll period commencing after May 15 of each year, an employee may request the payment of compensatory time on an hour-for-hour rate for compensatory time in excess of seventy (70) hours. Payment for said hours shall be based on the number of compensatory hours the employee has accrued as of May 15 and shall be received by the affected employees in the next regular pay-check following June 30 of each year.
 - d. Compensatory 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. The City may require employee requests for compensatory time off be submitted to the City up to five (5) work days in advance to facilitate work scheduling by the City.
- E. BILINGUAL PAY. The provisions of this article shall be suspended for the duration of this Agreement. Each affected non-probationary employee (other than those on new-hire probation) who has the ability to fluently converse in one of the following languages: Spanish, Cambodian, Vietnamese, Cantonese, Korean, Mandarin, Tagalog or American sign language, and uses the language in his/her work, shall receive additional compensation in the amount of five hundred dollars (\$500.00) per year. This additional compensation shall be paid to the qualifying employee over 24 pay periods during the fiscal year. The City reserves the right to establish standards and procedures to determine if an affected employee is qualified to receive such compensation. The City additionally reserves the right to review and expand the category of accepted languages that would qualify for bilingual pay. Multilingual compensation shall be limited to five hundred dollars (\$500.00) per annum. Regardless of whether or not an employee is receiving bilingual pay, all employees having bilingual capability shall be required to reasonably respond to non-English inquiries directed to them in their capacity as a City employee.
- F. RETIREMENT.
- 1. The City and the Association agree to provide for employee retirement benefits through participation in the California Public Employees' Retirement System (CALPERS) integrated two percent (2%) at fifty-five (55) Plan, as established by that system, effective the date of the adoption of the CALPERS contract amendment.

2. The following retirement benefits will be provided within that Plan:
 - a. Survivors Continuance
 - b. 1959 Survivor Benefit
 - c. "Single Highest Year" optional retirement benefit pursuant to Government Code Section 20024.2.
 - d. Military Service Credit as Public Service pursuant to Government Code Section 20930.3, Statutes of 1976.
 - e. Sick Leave accrual toward retirement credit
3. Employees hired prior to July 1, 2010, the City shall pay the CalPERS seven (7%) percent of the employee's base salary which otherwise would be the employee's normal contribution to the CALPERS.
4. Employees hired on or after July 1, 2010, not including reinstatements from lay-offs for employees initially hired prior to July 1, 2010, shall pay three percent (3%) of the employee's portion of the contributions to CALPERS.
 - a. The City agrees to pay to CALPERS four percent (4%) of the employee's base salary which otherwise would be the employee's normal contribution to CALPERS for employees hired on or after July 1, 2010.
- G. DISABILITY PLAN. The City will continue to provide a Disability Plan which provides sixty-six and two-thirds percent (66 2/3%) of base salary with a sixty (60) day waiting period. The employee will be required to utilize available leave accruals during this sixty (60) day waiting period. Benefits begin after the elimination period has been satisfied and all leave accruals have been exhausted.
- 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. The Association will have an opportunity to review any proposed plan changes prior to implementation.
- I. LIFE INSURANCE. The City shall provide affected employees a life insurance policy in the amount of \$15,000.00 plus Accidental Death and Dismemberment and shall contribute as appropriate.
- J. DENTAL INSURANCE.
 1. The City agrees to pay dental insurance premiums for each employee and his/her dependent(s), up to \$75 per month.
 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.

K. HEALTH INSURANCE.

1. City agrees to pay health insurance premiums for each employee and his/her dependents(s) up to \$700 per month.

a. If any other City employees' association receives a health insurance increase which exceeds the current level of the PCEA, the PCEA health insurance contribution shall be increased to equal that of the higher City employees' association.

2. 125 BENEFIT PLAN.

a. An IRS Code Section 125 benefit plan shall be established providing employees with the opportunity, through payroll reduction, 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 Association and the City shall jointly notify employees of the flexible benefit plan and of their rights and their responsibilities under the plan. Each employee must 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. Employee only health and dental coverage will be mandatory to participate in the plan, unless the employee can provide proof of coverage in a comparable plan to the City's.

c. The cost for medical and dental insurance which exceeds the City's contribution is the responsibility of the employee and the employee will cover the cost through payroll reduction (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 payroll reduction. No City contribution will be made towards optional benefits.

3. Employees who provide the City with satisfactory proof of medical insurance coverage comparable to the City's medical insurance plan

can decline in writing coverage on the City's medical insurance plans. The employee can take as cash the employee only premium which is equal to the least expensive City medical plan, and may then elect to place that amount into the City's deferred compensation program through payroll deduction.

4. Married City employees may combine the City's contribution for medical insurance to use 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.3. Any balance from the City's contribution will remain with the City.
5. The City shall continue to offer health plans through CALPERS Basic Plan with plan selection at the employee's option.

L. COLLATERAL RETIREE BENEFIT.

1. The City agrees to pay up to \$100 per month to any eligible affected retiree; eligibility is as defined in subparagraph a. below.
 - a. Affected employees retiring after July 1, 1987, 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 retirees' option.
 - b. This benefit terminates when the affected retiree becomes eligible for Medicare insurance, or any equivalent program in force at the time of eligibility.
 - c. 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 will offer a deferred compensation program. 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. The Association will have an opportunity to review any proposed plan changes prior to implementation.

N. LICENSES, PERMITS AND PHYSICAL EXAMINATIONS.

1. The City shall reimburse employees for the cost of renewing Class A and Class B drivers licenses in those instances where the City

requires the employee to operate an upgraded vehicle and possession of an upgraded license is State mandated. Additionally, the City shall reimburse the employee for the cost of tuition and materials related to obtaining certificates which are requirements for continuing employment. However, the City shall not pay any such cost where the holding of a license or certificate is a condition precedent to becoming employed or to promoting to a position requiring additional licensing or certification. However, in any instance where an employee is required by management to perform duties in a position requiring additional licensing or certification, (as a result of reclassification and otherwise) the City shall reimburse the employee for the costs of tuition and materials related to obtaining said license or certificate.

The City shall reimburse the employee for the cost of a mandated physical examination when a City required Class A or B license is renewed, in an amount not to exceed the fee which a City retained physician would charge for the examination administered by the private physician. In no case shall the reimbursement for testing or examination be in excess of that mandated by statute.

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 use vacation or compensatory time accruals. If the employee fails to obtain the license or permit during the 30 day leave. The City will attempt to place that employee in a City job of equivalent or lower classification (at the same or lower salary scale as applicable) which does not require licensing, permits, or certification, from which the employee is excluded or does not possess, providing the employee is able to perform the duties of the new classification. If a position is not available which meets these guidelines, the employee will be separated from City service. A new probationary period shall be completed unless a probationary period was successfully completed in such classification at an earlier time.

3. The City will only pay for Driver's Licenses as specified above.

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.

1. Standby duty requires that employees so assigned be:
 - a. Ready to respond.
 - b. Reachable by telephone or electronic pager.

- c. 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 which may impair the employee's ability to perform assigned duties.
 2. Standby duty shall be compensated at the rate of two (2) hours regular pay per weekday, three (3) hours regular pay for the Friday off, three (3) hours regular pay for Saturday, three (3) hours regular pay for Sunday, and three (3) hours regular pay for a designated holiday.
 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 other 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, a mere 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 Memorandum of Understanding. 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 call back.
 - a. Anytime an employee is ordered to return to work, outside the employee's regularly scheduled work hours, regardless of the amount of prior notice given, the employee is entitled to call back pay.
 - b. Anytime an employee is asked if she/he would like to voluntarily work overtime, outside of the employee's regularly scheduled work hours, and the overtime shift begins within 24 hours of the initial request, (whether the request was verbal, voice mail or e-mail), the employee would be entitled to call back pay. If the shift begins more than 24 hours after the initial request, the employee is not entitled to call back pay.
 2. Except as described below, 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. As regards to non-sworn police personnel, computation of work time shall commence forty-five (45) minutes prior to the time the called-back employee commences performing services and ends upon completion of the work for which the employee was called in.

Q. TUITION REIMBURSEMENT. Upon the recommendation of his/her Department Director and approval by the Human Resources Director, any regular employee may be reimbursed for accredited course work directly related to his/her job which is considered as valuable training for personal development and promotion in the career service of the City. Said recommendation and approval must be made on Personnel Form No. 15, "Tuition Reimbursement Form." Each completed form should be supplemented by official documentation of the nature and scope of the proposed educational or training program, including an estimate of the total costs required for such course work. Department Directors must indicate their approval by signing the form prior to submission to the Human Resources Department. Such tuition reimbursement shall be governed by the following:

1. Any full-time regular employee may be reimbursed up to a maximum of \$500 per fiscal year for tuition and/or registration fees incurred for course work, which has prior approval as provided above, through accredited high schools, trade schools, correspondence schools, colleges and universities. The City shall provide for books, parking and related incidental costs, excluding transportation expenses, not to exceed the maximum allowance.
2. Reimbursement will not be granted if:
 - a. The employee is receiving funds for the same course work from another source (i.e. G.I. Bill, scholarship, etc.)
 - b. The course work is required as a condition of original employment as evidenced by a temporary written waiver of the minimum educational requirements by the Department Director and written acceptance of such conditions by the affected employee.
 - c. The employee is participating exclusively in an Intern Program with the City.
 - d. The employee fails to achieve a grade of or equivalent to "C" or "pass" or above in each course taken.
3. Upon completion of the approved course(s), the employee must submit a certificate of completion and/or a report of grades and an

official receipt for tuition and/or registration fees and/or incidental costs to the Human Resources Department for final reimbursement approval.

4. When an employee is directed by the City Manager to participate in a particular course, seminar or conference, all expenses and costs will be paid by the City; provided, however, notwithstanding any other provisions of these rules, the approval of courses involving tuition reimbursement or prepaid training programs shall in all cases be governed by the availability of funds.
5. If an employee voluntarily resigns his/her employment with the City or is terminated for disciplinary reasons within six (6) months after receiving reimbursement for voluntary training, educational programs or course work, such employee shall reimburse the City for all monies paid him/her both for course work in which he may be currently enrolled or course work completed dating six (6) months from his/her termination date.

R. UNIFORMS.

1. The City shall provide, on or about his/her service anniversary date, two (2) pairs of uniform pants and two (2) uniform shirts to affected employees who are required to wear a uniform in the classifications determined by the Police Chief.
2. 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. The compensation for uniform cleaning shall be suspended for the duration of this Agreement.
3. The City will provide appropriate personal, protective equipment on an as-needed basis.
4. 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.

VI. NEW EMPLOYEE ORIENTATION

The City will agree to distribute to affected employees, written materials regarding the Employees' Association.

VII. ATTENDANCE AND LEAVES

A. HOURS OF WORK.

1. WORK WEEK. With the exception of the following described classifications, all unit members work a 9/80 work week as set forth in Appendix B as attached hereto and incorporated herein by reference as though set forth in full except for the classification of Solid Waste Driver, Graffiti Removal Worker, and Lead Graffiti Removal Worker.
 - a. Library Department - Library employees will generally work a 40-hour week consisting of four (4) 8.5 hour days and one (1) 6 hour day.
 - 1) Library employees who work on Saturday normally will work two (2) Saturdays out of every five (5). However, should shortages or reductions in staffing occur for any reason, this schedule may be re-evaluated and changed.
 - 2) The Library will generally remain open on all Saturdays that are not City-paid holidays; however, the Library shall be closed the Saturday of Labor Day weekend and the Saturday of Christmas weekend. Exceptions will be considered and determined by the Board of Library Trustees.
 - b. All Parking Maintenance Technicians shall work a 4/10 work schedule.
2. POLICE DEPARTMENT WORK WEEK. All non-sworn employees of the Police Department shall work a 4/10 schedule with the exception of the Helicopter Pilot who will be assigned at the discretion of the Police Chief. The City agrees to meet with the Association no sooner than September 30, 2010 to discuss an alternate (3 days per week) work schedule for Jailers, Senior Jailers, Senior Police Dispatcher, Police Dispatcher I/II and Police Dispatch Shift Supervisor. The City and Association agree that the Police Chief will have the discretion to assign classifications to an alternate work schedule after considering information provided and after considering operational needs.
3. MEAL PERIODS.
 - a. Each employee shall be authorized a meal period which, wherever possible, shall be at the approximate midpoint of the employee's basic work day consistent with Department/Division

staffing requirements. The meal period shall not be less than thirty (30) minutes, and not greater than sixty (60) minutes, as scheduled by the responsible Department Director or Division Manager, except that when a work day of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the City and the Employee. Meal periods are not normally considered time worked. An "on-duty" meal period shall be permitted only when the nature of the work prevents the employee from being relieved of all duty and only in this case shall it be considered as time worked.

- b. POLICE DEPARTMENT EMPLOYEES. Current employees and those who are promoted, transferred or reassigned within the Police Department after June 7, 2006, shall continue to receive a paid lunch. However, the Police Chief or his designee shall determine if new employees hired on or after June 7, 2006 except for employees in the Dispatch Center, and Jail shall receive a paid lunch. The City and the Association agree to meet and confer on this item during the term of this Agreement, but no sooner than September 30, 2010.

- 4. REST PERIODS. Employees shall 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. The authorized rest period time shall be based on total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours or major fraction thereof (or 30 minute rest time per 8 hours.) Rest period time shall be counted as hours worked and may only be taken when the employee can reasonably be relieved from duty.

- 5. REST PERIOD FOR POLICE DEPARTMENT.

- a. A thirty (30) minute paid meal period at approximately midshift may be granted upon approval of the Chief for those positions that due to operational requirements can not leave the work area.
- b. Two (2) rest periods of not less than fifteen (15) minutes each. A rest period shall be scheduled approximately midway through the first half of the shift and approximately midway through the second half of the shift.
- c. Notwithstanding as described herein above, the classifications of Police Dispatcher I/II, Senior Police Dispatcher, Police Dispatch Shift Supervisor, Jailer and Senior Jailer shall, based

on the scheduling needs of their respective divisions, may combine their breaks and lunch periods into a sixty (60) minute lunch period subject to the supervisor's approval.

6. Jail employees shall be assigned to fixed shifts based on seniority bidding. For purposes of covering vacancies and/or training, Jail employees may be temporarily reassigned for periods not to exceed twenty (20) consecutive work days. Such reassignment shall not occur more than twice in a twelve month period.

7. WORK SCHEDULE REDUCTION – WORK FURLOUGH PROGRAM.

- a. Effective July 1, 2010, employees shall reduce their work schedule to 9 hours per day four (4) days per week with the exception listed below. Typical work days shall be Monday through Thursday, with City Hall being closed every Friday. Work days and hours shall be determined by the City Manager or designee for City Hall employees and departments with off-site operations.

- 1) Police Department employees shall reduce their work schedule to 9 hours per day four (4) days per week according to assigned shift. Work hours and schedules shall be determined by the Police Chief. Employees shall be provided with two weeks notice of a change in schedule. Schedules and work hours shall not be changed to circumvent overtime.

- b. The City shall provide the Association with a list of employees who shall be required to work a schedule other than four (4) 9 hours per day (not including exemptions 1 above).

- 1) Furlough time shall count as hours worked for the purpose of calculating leave accruals, retirement, overtime, compensatory time off, and any other benefits provided under the terms of the Memorandum of Understanding. Employee's full monthly salary shall be reported to CALPERS.

- 2) This furlough program shall be in effect until June 30, 2011. The City agrees to cease the furlough program prior to June 30, 2011 if sales tax, utility tax, and property tax totals restore to the FY 07-08 levels or if the City of Pomona receives a federal or State bailout or other windfall that can be applied to the General Fund with no limitations equal to or greater than the amount

of savings achieved through the furloughs.

- 3) The employee's insurance, leave accruals (with the exception of sick leave), overtime, compensatory time off or any other benefit shall not be affected. Sick leave shall continue to accrue on a bi-weekly basis based on each employee's normal daily hours of work.
- 4) Employees shall be prohibited from working overtime unless authorization to do so is first granted in writing by the Department Director or designee.

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 any particular 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.

D. SICK LEAVE.

1. DEFINED. Sick leave is leave from duty which may be granted by the City to an employee because of illness, injury, pregnancy disability, illness or injury requiring the employee's attendance to a member of their immediate family; a birth within the employee's immediate family; and medical, dental and optical appointments to the extent that such appointments are scheduled to create the least disruption to the work day. Sick leave shall only be used in those instances where the employee is unable to perform the essential duties of his or her position.

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.

2. SICK LEAVE USE.

a. An employee may be granted sick leave only in case of actual sickness as defined in Article VII.D.1 above. 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 or his/her designee, no less than thirty (30) minutes before 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 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. Sick leave shall not be granted to any employee during the first six (6) full calendar months of the employee's original probationary period, the employee shall be credited with sick leave that would otherwise have been accrued during the probationary period as provided in this Agreement.
- g. 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 as to the diagnosis of the sickness or injury, the treatment recommended for it, and an approval of the employee's intended return to work.
- h. The City may, for reasonable cause, require a physician's certification verifying illness. Reasonable cause may exist where an employee's pattern of use indicates evidence of abuse. Such patterns may include consistent use of sick leave on work days immediately preceding or following days off, repeated use of sick leave following pay day, and use of sick leave as it is accrued.

Upon advising an employee that they are required to provide a physician's certification or denying a request for sick leave with pay, the City shall provide the employee with the reasons for

said requirement or denial, including documents relied upon and counsel the employee on the proper use of sick leave.

- i. No employee shall receive reductions in performance evaluation ratings for legitimately using sick leave. Sick leave utilization may, at the supervisor's discretion, be considered as a factor in determining performance evaluation ratings, where documented admonishment(s) have been made during the evaluation period.

3. SICK LEAVE ACCRUAL.

- a. All employees shall accrue one (1) work day of sick leave, beginning on the Service Anniversary Date, for each month of service spent as a City employee. Such accrual shall take place on a bi-weekly basis. For purpose of this Section, a work day shall equal the employees normal daily hours of work.
- b. Sick leave may be accrued to a maximum of one thousand (1000) hours.
- 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.

E. REIMBURSEMENT FOR ACCRUED SICK LEAVE.

1. Upon separation, any employee hired before July 1, 1977, shall be paid fifty percent (50%) of the employee's total accrued sick leave provided such employee has accrued 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 salary rate at the time of separation, and reduce the employee's total amount of accrued sick leave to zero.
2. Any employee hired after July 1, 1977 with at least (10) years of service with the City of Pomona who separates from the City in good standing (not terminated for cause or resigned in lieu of termination),

shall be paid for fifty (50%) of employee's total accrued sick leave provided the employee has a balance of accrued sick leave of no less than five hundred (500) hours of sick leave.

3. Any employee hired after July 1, 1977, who takes a service retirement, shall be paid for fifty percent (50%) of the employees total accrued sick leave provided the employee has a balance of accrued sick leave of no less than two hundred eighty eight (288) hours of sick leave.
4. Based on approval by PERS, upon retirement, employees may apply all accrued sick leave toward retirement credit in lieu of reimbursement as provided herein.

F. SICK LEAVE CONVERSION PROGRAM.

1. Any employee having a sick leave balance of 344 hours or more on November 1, of each year shall be eligible to convert accrued sick leave to vacation on the following basis:
 - a. This conversion program applies to sick leave hours earned but not used in the previous 12 months (eligibility period).
 - b. Such sick leave shall be converted at the rate of two (2) sick leave hours for one (1) vacation leave hour not to exceed 48 hours of additional vacation leave hours.
 - c. Any vacation earned by virtue of this conversion program shall be taken in accordance with Article VII.I. Employees who exceed maximum vacation accruals as a result of this conversion shall have twelve (12) months to reduce accruals below the maximum.

G. BEREAVEMENT LEAVE.

1. A probationary or non-probationary employee is entitled to a leave of absence due to the death of a member of his/her immediate family, not to exceed four (4) days if travel within the area is required or five (5) days if out-of-area travel is required and the employee completes the travel.
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, regular employees may utilize sick leave or vacation leave if additional leave is needed due to the death of a family member as defined under Article VII.G.2.a above. An employee shall notify the appropriate immediate supervisor or his/her designee of the need for bereavement leave as soon as practical before the first day of bereavement leave.
4. Employees may use up to three (3) days of sick leave due to the death of a family member not defined above.

H. HOLIDAYS.

1. Employees shall receive the following paid holidays on a straight-time, regular rate of pay basis.
 - 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.
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 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 day off falls within the same pay period.
 - a. For the Christmas and New Years 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 City services and the public.

3. Regular employees shall be credited with two (2) work 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 of floating holiday time.
 - a. 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 or may be used for personal/emergency situations without advanced approval. 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.
 - b. Floating holidays may be taken in minute increments.
 - c. For purposes of this article, a work day shall equal the employees normally scheduled daily hours of work.
4. In the event that a holiday falls on an employee's regularly scheduled work day, and the employee is required to work, then the employee shall be entitled to receive holiday pay on a time and one half basis in addition to regular pay, or a day off in lieu thereof, at the City's discretion. If the employee is off work on a holiday for any reason, then the employee will receive Holiday Pay only and is not entitled to receive any other compensation (i.e. sick leave, vacation, etc.).

I. VACATION LEAVE.

1. VACATION USE.

- a. All employees shall be entitled to annual vacation leave with pay as provided in this Agreement.
- b. 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.
- c. All time to be granted in a manner compatible with the City's current payroll program.
- d. Vacation leave shall not be granted to any employee after notice of separation from City service for the purpose of extending benefits or separation date, or during a City authorized leave of absence without pay or any other absence from duty not authorized by the City.

- e. Vacation leave shall be accrued 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 pay period of service as a City employee as provided below:

- 1) During an employee's first four (4) 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 fifth (5) consecutive year of employment and extending through the ninth (9) full consecutive year of employment, the employee shall accrue vacation leave at the rate of 160 hours vacation leave per year.
- 3) Beginning with an employee's tenth (10) consecutive year of employment and extending through the fourteenth (14) full consecutive year of employment, the employee shall accrue vacation leave at the rate of 184 hours of vacation leave per year.
- 4) Beginning with an employee's fifteenth (15) consecutive year of employment, the employee shall accrue vacation leave at the rate of 200 hours of vacation leave per year.
- 5) Extending through the twentieth (20) consecutive year of employment, the employee shall accrue 8 hours of additional vacation leave per year with a maximum accrual of 240 hours per year.

- b. All employees shall take annual vacation leave away from their job duties. Accrued vacation leave may not exceed the amount an employee accrues in a 24 month period, unless the employee is not able to take vacation leave due to an urgent need of the City. If the City has prevented an employee from taking his/her annual vacation leave, causing the employee to accrue leave beyond the amount permitted herein, the employee shall have the right to a six month extension of the period in which vacation will continue to accrue above the

maximum otherwise allowed, provided that: The employee requests such extension at least thirty (30) days prior to the point of maximum, and provided that such request shall document the employee's plan to take one year's vacation leave during the period of such extension, subject to City approval. Although the City and the employee may agree to change the date of such vacation period, the City shall pay the employee for the vacation time, should the City preclude the employee from taking the planned vacation.

- c. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave.
- d. Employees granted a leave of absence with pay or other approved leave with pay shall accrue vacation leave as otherwise regularly provided by this Agreement.
- e. Vacation 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.

J. COMPENSATION FOR ACCRUED VACATION LEAVE.

- 1. Upon separation, employees will be compensated for all vacation leave accrued in accordance with these rules and regulations. Such compensation shall be at the employee's salary rate at the time of separation.
- 2. In the event that a holiday recognized in the Agreement occurs during an employee's scheduled vacation leave, then such holiday shall not be considered as vacation leave used by the employee.

K. LEAVE OF ABSENCE WITHOUT PAY.

- 1. An 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 all available leave has been exhausted, 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 seek other employment or to permit an employee to engage in non-City employment where the employment is an internship and/or advanced training which enhances job skills. The City shall have sole discretion to approve or disapprove any such request or any extension of said approved leave.

- a. Leave During Use of Catastrophic Donation Time: Employees who have exhausted all accrued time must submit to the appropriate immediate supervisor a written request for a leave of absence without pay. The maximum amount of leave of absence without pay as described in Article VII.K.1 will run concurrently with Catastrophic donations.
2. Any employee having been granted a leave of absence without pay and not reporting for work promptly upon its expiration shall be considered to have automatically resigned from the City service.
3. At the discretion of the City, a leave of absence without pay may be extended, provided the employee has received prior approval for said extension. In no case shall the original leave and extension exceed one (1) year.

L. COMPENSATION FOR JURY DUTY.

1. 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. 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. Maternity leave benefits are covered by the Federal Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability Act. Benefits are described in the City's Administrative Policy and Procedure, Policy #9 - Family and Medical Leave Policy.

O. PATERNITY LEAVE. Paternity leave benefits are covered in the Federal Family and Medical Leave Act of 1993 or the California Family Rights Act of 1993. Benefits are described in the City's Administrative Policy and Procedure, Policy #9 - Family and Medical Leave Policy.

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 job-related court case. Non-Sworn public safety personnel who are required to appear in court outside of their normal work schedule shall be paid in accordance with call-back compensation.

VIII. SEPARATION FROM CITY SERVICE

A. MANNER OF SEPARATION. Separation of an employee from the City service may be accomplished in any of the following alternative manners:

1. Completion of work assignment or project.
2. Resignation is 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. Retirement which may be either deliberate or by virtue of disability.
4. Layoff in accordance with the procedure as provided in Section VII.B of this Agreement (below).
5. Discharge as a result of disciplinary action as provided in this Agreement.
6. Death.

B. LAYOFF PROCEDURE. Layoff may be initiated at the City's discretion because of a material change in job duties or organization, a shortage of work or funds. The City reserves the right to determine which services will be discontinued and which positions will be abolished.

1. Layoff action shall not take effect until an employee to be laid off has had forty-five (45) calendar days' advance notice. The City and Association agree to meet and confer on this item during the term of this Agreement, but no sooner than September 30, 2010.
2. The City will continue payment of health/dental premiums for three (3) months after layoff.
3. Upon request, the City shall meet with the employee and/or the employee's representative concerning the impact of the City's decision to initiate layoff action.

ORDER OF LAYOFF:

1. Employees with less than five (5) years of service with the City shall be subject to layoff based on the date the last employee's performance evaluation was given to the employee. Such performance evaluation shall have been given to the employee at least three (3) months prior to any City decision that may result in a layoff. However, if no performance evaluation is on file, the employee's performance will be inferred as "Meet Standards".
 - a. Employees with below standard performance evaluations shall be laid off first, followed by employees with standard performance evaluations. Of those employees in each of the performance categories, the least senior employee shall be laid off first.
2. Employees with more than five (5) years of service with the City shall

be subject to layoff based on seniority. Seniority shall be defined as total time with the City based on the employee's initial date of hire in a regular full time position.

- a. In the event of a tie between two employees, after applying the above procedure, the employee with the lesser most recent performance evaluation shall be laid off first. If neither has a better performance evaluation than the other, the order of layoff shall be determined by lot.
3. Employees whose positions have been abolished shall have the right to displace in the following order:
 - a. Any classification in which they have previously worked having the same or lower salary.
 - b. Any vacant position with the same or lower salary from which they are being laid off and for which they meet the minimum qualification.
 4. An employee who is laid off or displaced to a lower classification shall be reemployed in the following order (each step to be exhausted before moving to the next step):
 - a. Automatically appointed to any vacant position from which he/she was laid off or displaced.
 - b. A vacant position for which they are qualified in the inverse order of layoff. The City will notify by certified mail, laid off/displace employees of all vacancies for which the employee is eligible for appointment. Such notice will be made for a period of one (1) year from the date of layoff/displacement. A laid off employee who fails to report for appointment shall automatically be removed from the notification list.
 5. Employees serving a probationary period, in classifications affected by layoff, as well as, hourly/part-time and/or extra help employees serving in general services positions, in Department affected by layoff, shall be laid off prior to the layoff of any regular employee.
 - a. Vacant positions temporarily being filled by extra help/part-time employees shall be available to laid off or displaced employees pursuant to this Article.
 - b. However, in the event a laid off or displaced employee does not qualify for the vacant position, the City may retain the extra

help/part-time employee for a period not to exceed ninety (90) days from the effective date of any layoff.

- c. Seasonal, and/or hourly/part-time employees (i.e. Library and Community Services Employees), may be exempted from this Section.
6. City agrees to meet and confer on the effect of a reduction in force in a classification not represented by Association, if it has an effect on a classification represented by the Association.

IX. INDUSTRIAL INJURIES AND ACCIDENTS

The State Workers' Compensation Laws and this Agreement 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 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 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 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. Any dispute regarding any such claim shall be resolved through the State Workers' Compensation Appeals Board process.

E. 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.

F. DURATION. Any such leave of absence for industrial disability shall only extend for a period of up to sixty (60) working days.

1. 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.
2. Such leave of absence for industrial disability shall not be authorized after an employee's separation from City service.
3. 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.

4. An employee may request the extension of any such leave of absence for industrial disability through the use of accumulated sick leave or vacation if proper medical certification has been provided.

X. STANDARDS OF CONDUCT

A. Employee misconduct may be cause for disciplinary action including, but not limited to: reprimand, reduction in pay, demotion, suspension with or without pay, or discharge. Such misconduct shall include, but not be 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 just cause.

B. All City employees shall: use good manners when dealing with other employees and the public; be considerate, courteous and accurate in statements; exercise sound judgment and treat all concerned fairly and equitably in the performance of work.

XI. DISCIPLINE AND DISCHARGE

Progressive discipline does not prohibit imposition upon a never-before-disciplined employee of a suspension or termination in those circumstances where, in management's discretion, such discipline is warranted.

- A. 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. Grievances 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.
- B. The City agrees to follow the principles of progressive discipline with respect to offenses it deems to be minor. The process shall be: verbal counseling for any first offense and written reprimand (appealable to Step 3 only), lesser degrees of monetary loss, i.e., reduction in pay, demotion or suspension and finally, termination. Based on individual circumstances and/or the nature or severity of an alleged violation, steps in the progressive discipline chain may be repeated or in extreme cases, bypassed.
- C. The employee shall be provided with documentation pertaining to the proposed disciplinary action, be informed in writing as to the appropriate appeal procedure and be advised as to whom any appeal may be filed.
- D. Any non-probationary employee receiving a complaint of misconduct and notice of recommended disciplinary action which requires a predetermination hearing under State Law shall have (5) working days to request a hearing before the City Manager who may designate a representative to hear the appeal. 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 or designated representative shall issue a written decision confirming, amending, modifying, or revoking the recommended action. Any grievance appeal of this City Manager's decision shall be initiated at Step 4 of the Grievance Procedure delineated in Article XII.
 - 1. As used in this process, "working days" shall mean those days of the week which the employee's individual schedule mandates as assigned work days.
 - a. The time limits specified in this Article may only be waived by mutual agreement of both parties, in writing.
- E. Written records of oral counseling and written reprimands that are contained in the departmental personnel file will be expunged after five (5) years provided that no related incident occurs since the writing of the disciplinary

memorandum.

XII. GRIEVANCE PROCEDURE

- A. DEFINED. A grievance is an alleged violation of a specific clause of Federal or State Law, the City Charter, City Code, City Personnel Rules and Regulations, written departmental rules and regulations or this Agreement. Matters for which another method of review is provided by the Agreement, resolution, ordinance, Charter or State Law 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 of the parties, 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 grievant 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 grievant may appeal it 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 Agreement; 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 in 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 in 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. **MEDIATION.** As part of this Step 4 and at any time prior to commencement of the advisory arbitration hearing as described below, but most preferably prior to selection of an advisory arbitrator, the parties may submit the grievance to mediation for resolution. Utilization of the mediation process requires the agreement of all parties to the grievance. However, the parties to this MOU do acknowledge that resolution of disputes through mediation is an economically sound way in which to address many grievances, and accordingly, the parties agree to give reasonable consideration to the mediation proposal of either party to the grievance. Where mediation is utilized, it shall be governed by the following procedures.

- 1) The parties shall in good faith endeavor to agree upon a written statement of the specific issues to be determined by the mediator. In those instances where an agreed upon statement is not written, the mediator shall endeavor to assist the parties in agreeing upon such a statement. Absent an agreed upon statement, the matter shall still proceed to mediation, with the advisory opinion being stated in such manner that it addresses the respective concerns of the parties.
- 2) The grievant and a representative from PCEA/SBPEA shall be present at the mediation.
- 3) The City representative may be from any City department and shall be accompanied by an individual of his/her choice.
- 4) Any party to the proceeding may be represented or otherwise assisted during the mediation by an attorney. However, the parties acknowledge that given the informal procedures attendant to a mediation and the parties' mutual intent to resolve disputes in a most rapid and economical manner, each party shall give reasonable consideration on a case-by-case basis to proceeding without an attorney.
- 5) Any written materials submitted to the mediator for

consideration shall be returned to the submitting party at the conclusion of the mediation process.

- 6) The primary source of a mediator shall be the California State Mediation and Conciliation Service. In the event that no such mediator is available, the parties are authorized to select a mediator through any other means and from any other source, so long as the individual selected has a demonstrable knowledge and expertise of the subject matter which is to be addressed during the mediation process. In either case, the mediator shall be an individual that is agreed upon by the parties.
- 7) In any case where use of the mediator requires a fee, the parties shall equally divide the cost. Any and all other costs borne by either party to the proceeding, shall be borne by the party incurring that cost.
- 8) The mediation meeting shall be an informal process, with each party being allotted one (1) hour total time for its presentation.
- 9) The mediation hearing shall not be governed by the rules of evidence, and no record shall be kept of the proceeding.
- 10) No written, testamentary or other evidence, statements, or positions of the parties, are admissible in a future arbitration proceeding or in any other administrative or civil proceeding.
- 11) To the extent deemed necessary by the mediator, the latter is authorized to confer with individual parties. Time spent in any such conference shall not be deducted from the allotted one (1) hour presentation time as described above.
- 12) At the conclusion of the presentation by the parties of their respective positions, the mediator shall in the presence of all parties state a verbal opinion of findings and conclusions. Said findings and conclusions are advisory only, and neither party is required to accept or comply with said findings or conclusions.
- 13) The parties have an option of agreeing to resolving the

pending grievance in accord with the advisory opinion of the mediator. In such case, the mediator shall assist the parties in preparing a written memorialization of the advisory opinion. Mutual acceptance of the written memorialization shall be evidenced by the signature of the parties (including that of the grievant), and shall result in the grievant's waiver of any and all additional administrative and civil procedures available to pursue the grievance.

- 14) Where the mediation does result in a written agreement resolving the pending dispute, neither the agreement nor the evidence upon which it is based (see above) shall be precedent in any future administrative or civil proceeding and shall specifically not be precedent in any future grievance process.
- 15) In the event that the matter remains unresolved following mediation and proceeds to arbitration, no person serving in the capacity as mediator shall serve as the arbitrator or otherwise preside over any dispute regarding the grievance presided over in mediation.
- 16) If a matter is unresolved following mediation, there shall be no reference to the mediation during any subsequent arbitration or civil proceeding.
- 17) Any and all rules governing the mediation process are subject to modification pursuant to written agreement by the parties.

5. STEP 5. ARBITRATION. If the grievance is not resolved in Step 3 or in Step 4 if the parties agreed to mediation, the arbitration shall proceed as follows:

- a. The Advisory Arbitrator shall be selected from a list of five (5) names to be provided by the State Conciliation Service. The Association shall strike from said list two (2) names, and the City shall strike from said list two (2) names, and the remaining name shall be the Arbitrator.
- b. The Advisor Arbitrator shall issue subpoenas to compel the attendance of witnesses if such be necessary at the request of either party.
- c. The arbitrator's per diem and all other arbitrator-billed fees and

the certified shorthand reporter services shall be paid as follows:

- 1) Grievances: shall be borne equally by the City and the employee or the Association depending on who is the grievant, provided, however, that each party shall be responsible for any specialized or extraordinary services they might individually request.
 - 2) Discipline: shall be borne equally between the City and the employee or Association, if the Association supports the employee's decision to appeal the discipline. Otherwise the cost will be paid by the City.
- d. In rendering a recommendation, the Advisory Arbitrator shall be limited to the express terms of the 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, or are not, the same.
- e. Pre-Hearing Conference. Not less than twenty (20) calendar days prior to the scheduled commencement of the advisory arbitration hearing, the parties shall meet by and through their representatives on a date and at a time and location which has been agreed upon. It shall be the responsibility of the grievant or grievant's representative to initiate those steps by which to calendar such a meeting. The following shall be performed at the Conference:
- 1) The parties shall exchange written lists of all witnesses who may be called to testify at the hearing. The witness list exchange shall include a brief statement as to the subject of the witnesses' anticipated testimony, and a brief statement as to what the anticipated testimony shall consist of. If the witness is an expert witness, that individual's curriculum vitae and anticipated testimony shall then be provided.
 - 2) The parties shall exchange all exhibits which may be offered as evidence at the hearing. If an exhibit existed

at the time of the conference yet was not thereon produced, then said exhibit shall not be received in evidence or marked as an exhibit at the hearing.

3) The parties shall make a good-faith effort to stipulate to the introduction of exhibits as evidence and to otherwise enter into any and all stipulations which may expedite the hearing.

f. In any case where there is a dispute between or among the parties as to whether or not the issue sought to be arbitrated is within the subject matter that is grievable, the arbitrator shall not have authority to address or resolve that dispute. Rather, any such dispute shall be resolved through either agreement of the parties, and absent that, through a court determination, prior to any commencement of the arbitration process.

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 which the employee's individual schedule mandates as assigned work days.

D. The time limits in this procedure may only be waived by mutual agreement of both parties, in writing.

XIII. 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 the City service.
- D. It is understood that in the event 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 Association.

XIV. 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.

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 MOU shall remain in full force and effect during the term of the MOU. Other matters which 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.

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 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.

XVIII. TERM OF AGREEMENT

This Agreement shall be effective upon adoption by the City Council as described below, and shall continue in force and effect unless otherwise specified herein, until June 30, 2011, 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.

XIX. 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: 7/28/10

DATED: 7/28/10

CITY OF POMONA:

By Linda C Lowry
Linda Lowry, City Manager

By Jane Fleenor
Jane Fleenor, Interim Human Resources Director

SBPEA/PCEA ASSOCIATION:

By Carl Peraza
Carl Peraza, PCEA President

By David Baron
David Baron, Board Member

By Wiener Smith
Wiener Smith, Board Member

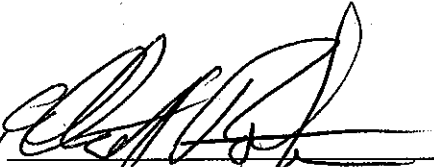
By Brenda Sutherland
Brenda Sutherland, Board Member

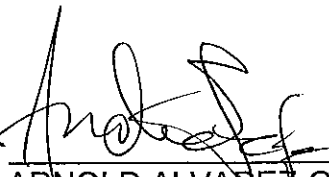
By Larry Sutton
Larry Sutton, Board Member

By Stacey Cue
Stacey Cue, Chief Negotiator, SBPEA Labor Representative

APPROVED, AND ORDERED IMPLEMENTED BY THE POMONA CITY COUNCIL ON
28th DAY OF JUNE 2010.

ATTEST BY: 
MARIE MICHEL MACIAS
CITY CLERK

BY 
ELLIOTT ROTHMAN
MAYOR

APPROVED AS TO FORM: 
ARNOLD ALVAREZ-GLASMAN
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:** 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. An employee 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 Long Term 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 a verbal or written reprimand, suspension from work with or without pay, demotion, reduction in pay or discharge to correct performance deficiencies.
9. **Flexible Staffing Promotion:** The movement of an employee to a journey level job classification within the job classification series without examination.
10. **Grievance:** Any dispute that: 1) concerns terms and conditions of employment; 2) involves the interpretation, application, or alleged violation of this MOU; and 3) is not subject to any other City of Pomona dispute resolution process or procedure that is provided by statute, ordinance, resolution, MOU, or agreement.

Appendix A
Definition of Terms (Continued)

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. **Out of the Area:** For the purposes of Bereavement Leave, out of the area is defined as a traveling distance of at least 200 miles from the employee's residence.
14. **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.
15. **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.
16. **Probationary Period:** The probationary period shall be regarded as a part of the evaluation process and shall be utilized for closely observing the employee's work to determine the employee's fitness for the position.
17. **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.
18. **Reclassification:** 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.
19. **Regular Employee:** . A regular employee shall be a full-time employee working a regular or predetermined schedule, even though at odd hours, that is compensated on a monthly salary basis and receives fringe benefits. *Furlough hours will count towards the requirement of meeting the minimum of 40 hours per week during the term of this Agreement.* Hourly, casual, seasonal, or emergency employees shall not be considered as regular employees.
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.

Appendix A

Definition of Terms (Continued)

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) biweekly pay period that (or 40 hours in each pay period as long as it) begins and ends within any given calendar month. ***Furlough hours will count towards the requirement of meeting the service period during the term of this Agreement.***
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:** 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

General Service Employees' Bargaining Unit

I. GENERAL SERVICE EMPLOYEES' BARGAINING UNIT

A. The City and the Association agree to the appropriateness of the following bargaining unit:

1. All full-time, regular employees of the City, as delineated in below , excluding: all sworn police; all Management/Confidential and all employees of any joint powers authority to which the City is a party.
2. REGULAR EMPLOYEE DEFINED. A regular employee shall be a full-time employee working a regular or predetermined schedule, even though at odd hours, that is compensated on a monthly salary basis and receives fringe benefits. Hourly, casual, seasonal, or emergency employees shall not be considered as regular employees.
3. General Service Employees' Bargaining Unit include, but are not limited to, those employees in the following job classifications:

Classification	Scale
Accounting Technician II*	GS-045
Accounting Technician I*	GS-041
Administrative Assistant III*	GS-050
Administrative Assistant II*	GS-046
Administrative Assistant I*	GS-042
Administrative Clerk	GS-040
Assistant Planner*	GS-062
Associate Planner*	GS-066
Business Development Specialist	GS-062
Business License Inspector	GS-053
Business License Specialist	GS-047
Code Compliance Inspector	GS-058
Crime Free Housing Coordinator	GS-063
Crime Scene Investigator (non-sworn)	GS-063
Community Services Officer II*	GS-049
Community Services Officer I*	GS-045
Customer Service Representative II*	GS-046
Customer Service Representative I*	GS-042
Engineering Aide	GS-051
Engineering Assistant*	GS-068
Engineering Technician	GS-060
Equipment Mechanic	GS-053

Classification	Scale
Environmental Services Technician III*	GS-070
Environmental Services Technician II*	GS-064
Environmental Services Technician I*	GS-060
Facilities Custodian	GS-039
Facilities Maintenance Technician	GS-055
Graffiti Removal Worker	GS-040
Heavy Equipment Mechanic	GS-057
Helicopter Pilot	GS-074
Housing Inspector II*	GS-060
Housing Inspector I*	GS-056
Housing Loan Coordinator II*	GS-059
Housing Loan Coordinator I*	GS-055
Housing Specialist III*	GS-061
Housing Specialist II*	GS-054
Housing Specialist I*	GS-050
Housing Technician	GS-051
Jailer	GS-051
Lead Equipment Mechanic	GS-063
Lead Facilities Custodian	GS-045
Lead Facilities Maintenance Technician	GS-061
Lead Graffiti Removal Worker	GS-046
Lead Meter Technician	GS-056
Librarian II*	GS-060
Librarian I*	GS-056
Library Assistant II*	GS-046
Library Assistant I*	GS-042
Library Specialist	GS-050
Meter Technician	GS-050
Paint and Sign Technician II*	GS-048
Paint and Sign Technician I*	GS-044
Park Maintenance Worker II*	GS-046
Park Maintenance Worker I*	GS-042
Park Maintenance Specialist	GS-052
Parking Enforcement Officer	GS-041
Parking Maintenance Technician	GS-041
Payroll Specialist	GS-051
Payroll Technician	GS-043
Police Building Facility Coordinator	GS-063
Police Dispatch Shift Supervisor	GS-067
Police Dispatcher II*	GS-055
Police Dispatcher I*	GS-051
Police Officer Recruit	GS-62A
Police Officer Recruit Trainee	GS-058A
Police Records Shift Supervisor	GS-057

Classification	Scale
Police Records Specialist II*	GS-047
Police Records Specialist I*	GS-043
Program Assistant	GS-050
Project Coordinator	GS-062
Property and Evidence Technician	GS-049
Public Works Inspector	GS-062
Public Works Maintenance Crew Leader	GS-052
Public Works Maintenance Worker II*	GS-046
Public Works Maintenance Worker I*	GS-042
Purchasing Technician	GS-047
Rangemaster	GS-059
Recreation Coordinator	GS-059
Rehabilitation Specialist	GS-062
Senior Code Compliance Inspector	GS-062
Senior Communications Technician	GS-067
Senior Customer Service Representative	GS-050
Senior Jailer	GS-057
Senior Library Assistant	GS-050
Senior Parking Enforcement Officer	GS-045
Senior Police Dispatcher	GS-059
Senior Police Records Specialist	GS-051
Senior Storekeeper	GS-051
Senior Utility System Technician	GS-073
Signal/Lighting Technician	GS-059
Solid Waste Driver	GS-051
Storekeeper	GS-045
Telecommunications Technician	GS-047
Utility Engineering Assistant	GS-070
Utility System Technician	GS-069
Wastewater Maintenance Worker III*	GS-059
Wastewater Maintenance Worker II*	GS-053
Wastewater Maintenance Worker I*	GS-049
Water Systems Operator III*	GS-065
Water Systems Operator II*	GS-059
Water Systems Operator I*	GS-055
Water Treatment Plant Operator III*	GS-067
Water Treatment Plant Operator II*	GS-061
Water Treatment Plant Operator I*	GS-057
Water Utility Crew Leader	GS-059
Water Utility Worker II*	GS-053
Water Utility Worker I*	GS-049
Welder/Fabricator	GS-063

* Flexible Staffing Classifications

4. REGULAR FULL-TIME EQUIVALENT (FTE) CLASSIFICATION DEFINED.
A regular FTE classification is defined as a classification assigned to the Pomona Library that shall work a minimum of 20 hours per week but less than 40 hours per week and receive prorated benefits. The following job classifications are included in this group:

Classification	Scale
Library Assistant II*	GS-046
Library Assistant I*	GS-042
Librarian II*	GS-060
Librarian I*	GS-056
Library Specialist	GS-050
Senior Library Assistant	GS-050

* Flexible Staffing Classifications

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