MEMORANDUM OF UNDERSTANDING

BETWEEN

American Federation of State, County & Municipal Employees

And

City of Ontario

July 1, 2010
through
June 30, 2013

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Article 1. ADMINISTRATION

Section 1.01 Parties to the Agreement

This Memorandum of Understanding (hereinafter known as MOU) is made and entered into by and between the City of Ontario (hereinafter known as the City) and the American Federation of State, County and Municipal Employees (hereinafter known as the Union).

Section 1.02 Recognition

The City hereby formally recognizes the American Federation of State, County, and Municipal Employees as the Representative for those employees employed by the City and defined in Rule 1, Section 26 of the Personnel Rules and Regulations, in the following classifications:

CLASSIFICATIONS LISTING	
Custodian	Senior Helicopter Mechanic
Equipment Mechanic	Senior Park Maintenance Technician
Equipment Service Technician	Senior Park Maintenance Worker
Facilities Maintenance Technician	Senior Solid Waste Collector
Fire Equipment Mechanic	Senior Street Maintenance Technician
Helicopter Mechanic	Senior Street Maintenance Worker
Inventory Assistant	Senior Utilities Technician
Maintenance Worker	Solid Waste Collector
Maintenance Worker / Meter Reader	Solid Waste Maintenance Worker
Park Maintenance Technician	Solid Waste Service Representative
Parts Specialist	Street Maintenance Technician
Senior Electrician	Utilities Maintenance Worker
Senior Equipment Mechanic	Utilities Service Representative
Senior Facilities Maintenance Technician	Utilities Technician
Senior Facilities Maintenance Worker	Welder
Senior Fire Equipment Mechanic	

Recognition is granted for the purpose of meeting and conferring on wages, hours, working conditions and general representation of employees defined within this section, which shall occur prior to any presentation for approval to the City Council.

Section 1.03 City Personnel Rules

It is understood and agreed that there exists within the City, in written form, the "City of Ontario Personnel Rules and Regulations" and the "Administrative Manual" of the City of Ontario, which shall continue in effect, except for those provisions modified by this agreement, unless and until modified in accordance with state laws, orders, regulations, official instructions or policies. This section shall conform within the scope of MMBA.

Section 1.04 MOU Distribution

The City agrees to provide all current and new employees, covered by this agreement a copy of the MOU.

Section 1.05 Effect of MOU

A. The parties acknowledge that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU.

B. This MOU supersedes all previous Memoranda of Understanding.

Section 1.06 Definitions

A. BARGAINING UNIT

The employees defined in Section 1.02.

B. CALENDAR YEAR

The period of 12 consecutive months commencing on January 1 and ending on December 31st.

C. EMERGENCY

A circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

D. EMPLOYEE

1. Regular Employee - An employee in a full-time position who has completed the probationary period; excludes temporary and part-time employees.

2. Probationary Employee - An employee in a full-time, position who has not completed his/her probationary period.

E. SENIORITY

For the purposes of this MOU, seniority in general terms shall be determined by the length of continuous full-time service within the City and then in each classification covered by this agreement with the City of Ontario. The determination of seniority shall not be affected by sick leave, temporary lay-off, vacation or other authorized leaves of absence.

Seniority within classification shall be considered for purposes of vacation scheduling, scheduling of shift assignments, transfers, overtime scheduling and wherever specifically designated within existing provisions. Such seniority shall prevail when all other factors are not significantly different. "All other factors" is defined as special qualifications, skills, reliability and safety. Such seniority shall be used in establishing initial schedules and in situations where a tie-breaker is required. It is not the intent of this provision to permit the bumping of less senior employees by more senior employees after an initial schedule is established.

F. WEEK

Seven consecutive calendar days beginning on Sunday and going through Saturday

G. CALENDAR DAY

A 24-hour day beginning at 12:00 midnight and ending the following 12:00 midnight.

H. WORKING DAY

A daily work period an employee is regularly scheduled to work each day.

1. An employee working a 5/8 work schedule would have an 8-hour working day;

2. An employee working a 9/80 work schedule typically has eight 9-hour working days, one 8-hour working day, and one flex day when he/she does not work during a two consecutive week period; and

3. An employee on a 4/10 work schedule would have a 10-hour working day.

I. WORK WEEK

The work week for all schedules shall begin on Sunday and end on Saturday. The City may adjust the work week definition for modified work schedules to be in compliance with the Fair Labor Standards Act.

Section 1.07 Management Rights

A. There are no provisions in the MOU that shall be deemed to limit or curtail the City in any way in the exercise of the rights, powers, and authority which the City had prior to entering into this understanding unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers and authority.

B. The rights of the City include, but are not limited to:

1. The exclusive right to determine the mission of its constituent departments, commissions, and boards.

2. Set standards of service.

3. Determine the procedure and standards of selection for employment and promotion.

4. Direct its employees.

5. Relieve its employees from duty because of lack of work, or for other legitimate reasons.

6. Maintain efficiency of government operations.

7. Determine the methods, means and personnel by which government operations are to be conducted.

8. Determine the content of job classifications.

9. Take all necessary actions to carry out its mission in emergencies.

10. Exercise complete control and discretion over its organization and the technology of performing its work.

11. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause.

12. To establish reasonable employee performance standards, including, but not limited to, quality and quantity standards, and to require compliance herewith.

C. In accordance with the Myers-Milias-Brown Act (MMBA), the City acknowledges, prior to implementation, the obligation to meet and confer with the Union over the impact of the exercise of a City right upon wages, hours, and other terms and conditions of employment of its members unless the impact consequences of the exercise of a management right upon the union members is provided for in this MOU, Personnel Rules and Regulations or Departmental Rules and Regulations.

Section 1.08 Contract Work

In the event the City plans to contract out work or service(s) normally performed by bargaining unit employees which shall result in these employees having their work week reduced or in layoffs, the City and the Union shall meet and confer at least 30 days in advance of the effective date of the contract to review possibilities for absorption of affected employees in the Representation Unit into other jobs in the City's service. At the Union's request, such meet and confer meetings shall consider the possibilities of absorption of affected employees into the workforce of the contractor.

Section 1.09 New Departmental Work Rules

Any newly written department work rule which falls within the scope of MMBA, initiated, established and promulgated by the City shall be posted in the affected department five working days prior to the effective date with a copy sent to the Union President and Council 36 Representative.

Article 2. EMPLOYMENT PROVISIONS

Section 2.01 Probationary Period

A. OBJECTIVE

The probationary period is to be regarded as an integral part of the testing procedures and shall be utilized for closely observing the employee's work and his/her adjustment within the organization.

B. LENGTH

All original and promotional appointments shall be tentative and subject to a probationary period of 6 months. Time served during a temporary promotion does not count toward the probationary period. If a probationary employee is on leave for more than 30 consecutive calendar days during the probationary period, that employee's probationary period shall be extended by the duration of the employee's consecutive leave. The department head may extend an employee's probation by up to six months upon written notice delivered to the employee prior to the completion of his or her original probation period. The probationary period will not exceed 12 months, including the initial probation and all extensions.

C. REJECTION

During the probationary period, an employee may be rejected by the department head without cause and without right of appeal. The affected employee may request a meeting with the department head to discuss the reasons for rejection.

An employee who is rejected while serving a probationary period after promotion shall be returned to his/her former classification in which the employee previously passed probation.

Section 2.02 Hours of Work

A. WORK SCHEDULES

1. The City shall establish work schedules as may be necessary for the efficient and economical provision of services for the public and to make such adjustments in work shifts as are, from time to time, required.

2. The workweek shall normally consist of 40 hours of work within a period of seven consecutive days or 80 hours of work within 14 days, except as otherwise provided by law. All bargaining unit employees shall be scheduled to work beginning at regular starting times and ending at regular quitting times. Work schedules shall be communicated to

each affected employee indicating shift days and hours. Permanent changes in an employee's regular work schedule shall be communicated at least 10 working days in advance of the implementation of such changes. This provision applies to regular permanent work scheduling and does not apply to situations identified in Section 4.03 Overtime.

3. It is understood that unusual conditions may create emergencies requiring immediate changes in work schedules. The City shall provide notice to affected employees of such work schedule changes as soon as possible prior to implementation. Whenever possible, said notice shall be within 24 hours or more of said change prior to implementation. Regular work schedules shall not be changed on the day of said change in work schedule for the purpose of avoiding payment of overtime.

Section 2.03 Transfers

A. A transfer is the movement of an individual from one department to another while remaining in the same classification with similar duties and responsibilities. A transfer may be affected at any time by the City Manager upon the recommendations of the department heads concerned or to meet the needs of the service. All transfers must be within comparable classes, and no person shall be transferred to a position for which he/she does not possess the minimum qualifications. A transfer shall not be used to circumvent the regulations surrounding promotion, demotion, advancement or reduction. If the employee being transferred has attained regular status in his or her classification, a new probationary period shall not be required. If a probationary employee is being transferred, the employee will be required to complete the probationary period based on the original end-of-probation date.

B. A job change is an employee's voluntary movement into another classification at approximately the same salary range with different duties and qualifications. A job change may be affected at any time by the City Manager upon request of the employee and recommendations of the department heads concerned or to meet the needs of City service. An employee changing jobs must possess the minimum qualifications for the new classification. The probationary period requirement and return rights for job changes shall be the same as for promotions.

Section 2.04 Promotions/Appointments

A. PROMOTIONS FROM WITHIN

1. The City shall reasonably strive to fill vacant positions on a promotional basis with employees from within. These promotional preference policies shall not apply to the following entry level classifications: Maintenance Worker, Solid Waste Maintenance Worker, Maintenance Worker/Meter Reader, Custodian and Inventory Assistant.

2. The City may fill a vacant position within a classification by permitting lateral transfers on the basis of seniority by other employees within that classification provided that such a transfer in the judgment of management shall not be detrimental to the mission of that department. In the event such a transfer is not approved, the employee and the Union shall be notified of the reason therefore in writing within ten working days.

3. When a request to fill a vacant or new position has been approved by the Human Resources Department, a formal job bulletin shall then be issued by the Human Resources Department opening the position for 14 consecutive calendar days to solicit applications for promotional opportunities. Job bulletins shall be available on-line and posted in the Human Resources Department and at respective worksites. Job bulletins or other notifications shall also be provided to the union-designated officials in advance of the date the recruitment shall be opened. The Human Resources Department may concurrently solicit applications from current City Employees (the "inside pool") and on an open recruitment basis (the "outside pool").

4. Applications from full-time employees in the inside pool shall be considered first. If the City determines it is necessary to consider applications of City part-time or temporary employees or from individuals in the outside pool, the affected department head shall first notify the Union President in writing why he/she is choosing to do so.

5. The Human Resources Department is responsible for screening all applicants. Vacancies shall be filled on a promotional basis only after a promotional examination has been held and an eligibility list established. In those non-supervisory positions for which a written examination is not practical in management's judgment, promotions shall be on the recommendation of the supervisor and the department head and confirmed by the City Manager. Among the factors to be considered, but not necessarily limited to, are:

   a. Knowledge, training, ability, skill, and efficiency.
   b. Ability to get along well with fellow employees.
   c. Ability to perform the essential functions of the position consistent with applicable laws.
   d. Attendance record, excluding leaves of absence protected by law (e.g. FMLA).
   e. Experience.
   f. Seniority.

   Where all factors are not significantly different, seniority shall prevail.

B. PROMOTIONAL PREFERENCE

It is agreed that whenever management determines that a recruitment for a vacant position is to be filled promotionally only, preference shall be given to those employees in the department where the vacancy exists, then City wide, provided all other things are relatively equal. This provision shall be applicable only to those classifications represented by the Union.

Section 2.05 Temporary Employees

A. The City will fill vacant, authorized, full-time positions in a timely manner with regular full-time employees. The City, on occasion, may require the use of temporary staff (City or agency) to provide employment services on an extended basis. Such use of temporary staff shall not be for the purposes of “filling” full-time positions with temporary persons; rather, these instances are unique situation-specific occurrences that are intended to meet the City’s immediate operational needs. An employee cannot remain in this category for over six months without the express approval of the Personnel Officer.

B. It is also the City’s intent to provide due consideration of the City work experience obtained by temporary employees when such employees apply for full-time, regular City employment.

C. The City shall provide on a monthly basis, copies of invoices and claim forms relative to contractual temporary labor performing Union bargaining unit work in the Public Works Agency. Additionally, a listing of City temporary employees will be provided on a monthly basis.

Section 2.06 Layoff Procedures

A. The City Manager may layoff regular and probationary workers at any time for lack of work or other changes that have taken place. The employee and the Union are to be given two weeks notice before such a layoff is to take place. The City shall meet and consult with the concerned Union on such matters as the timing of the layoff and the number and identity of the employee affected by the layoff during the two-week period prior to the proper layoff action.

B. A demotion or transfer to another department with the City Manager’s approval may be made to prevent a layoff provided the employee is qualified by education and/or experience and is capable of performing the duties of the classification.

C. In the event of a layoff, those employees with the least service in the classification affected shall be laid off first and be placed on a "Recall List" and shall be eligible for recall for one year from the date of placement on the list; if a recall begins, the most senior employees laid off in the classifications required shall be recalled first. Strict application of seniority shall prevail unless exceptional circumstances occur of which the concerned employee organization shall be fully apprized in advance. The order of layoff shall be:

1. Temporary employees in the affected classification shall be removed first.

2. Probationary employees in the affected classification shall be removed next.

3. Exceptional circumstances may include the desirability of maintaining a balanced department or work unit and maintaining employees in the classification, department, or section who have the ability to perform the work available.

D. The employee scheduled to be laid off shall be entitled to displace to a position in a classification occupied by an incumbent with less overall City (displacement seniority) seniority provided it is in a position in which he/she formerly held a regular status appointment, and is qualified by education and/or experience, and is capable of performing the duties of the classification. The employee with the least displacement seniority shall be displaced by the person scheduled for layoff. The employee displaced shall be considered as laid off for the same reason as the person who displaced him, and shall in the same manner, be eligible to displace to a position in a classification in which he/she formerly held a regular status appointment and is qualified by education and/or experience, and is capable of performing the duties of the classification.

E. Failure to return to work from layoff within 15 calendar days after notice to return by certified or registered mail to the employee at his last known address on file with the City Human Resources Office or by personal delivery shall constitute the employee's waiver to return to work and eliminates any future re-employment responsibilities placed on the City.

Article 3. CLASSIFICATIONS

Section 3.01 Current / Changed Classifications

A. The job description and classification for each position represented by the Union shall continue in effect unless and until:

1. The job content is substantially altered as to the requirements for training, skill, responsibility, effort and working conditions.

2. The position is terminated.

3. The classification is placed in another unit. The classification shall not be assigned to a different unit without reasonable notice.

B. When an existing position is substantially altered, then the existing classification shall be processed in accordance with the following procedures:

1. The Human Resources Department shall develop a description, classification and evaluation of the position.

2. The proposed job description, classification and wage rate for the proposed classification shall be submitted to the Union.

3. Job descriptions shall reflect the general details considered necessary to describe the principal functions of the job being described and shall not be construed as a detailed description of all of the work requirements that may be inherent in the job.

4. When the City determines that a reclassification of a position requires the incumbent to obtain a specialized license or certificate, or if such a requirement is established for the position by a federal or state agency during an employee's employment in the position, the City agrees to assume the cost for such certification or license including all necessary school costs. The City may pay directly or reimburse the employee if proof of cost is presented by the employee. The City shall not pay the cost of classes or application fees when an employee must repeat the process due to his/her inability to attain the certificate or license.

C. The City shall maintain a program of continual review of all job classifications making necessary revisions and reclassifications based on the findings.

Section 3.02 Higher Classification Work

A. Any employee who temporarily performs the duties of a position in a higher classification for 80 cumulative hours shall continue to receive his/her normal rate of pay. Any subsequent work performed by the employee in the higher classification shall entitle him/her to receive a higher rate of pay with two exceptions:

1. If substantial time, more than 12 months, has elapsed since the employee has last performed the work of the higher classification, the supervisor may require a performance test not to exceed a normal days work at the employee's normal rate of pay. (This time shall not be compensated at the higher classification pay.)

2. In the instances where new equipment or new operational procedures are involved, the supervisor may require a training period not to exceed two normal days work at the employee's normal rate of pay. (This time shall not be compensated at the higher classification pay.)

B. The higher salary rate payable shall commence on the 81st working hour following the temporary assignment to the performance of duties of the higher classification. The higher rate of pay shall be defined as a one step increase in pay or "Step 1" of the classification, whichever is higher.

C. In those instances where training is not involved, and if, in the supervisor's opinion, an employee is proficient in the higher classification, management has the authority to pay that employee at a higher classification pay rate without waiting 80 hours.

D. If an employee assumes or is scheduled to assume the preponderance of duties of a higher classification in excess of 12 consecutive months, then the Department Head shall either initiate filling the position, stop the out of class assignment, or obtain written authorization from the City Manager to continue the assignment.

Section 3.03 Classification Review

A. An employee may request a classification review of his/her position. Such request shall be forwarded through the line of supervision on the appropriate form to the Human Resources Director.

B. An employee shall not submit such a subsequent request prior to 18 months after completion of any previous classification review unless the employee's position has undergone a considerable change in duties and responsibility.

C. The employee shall be notified in writing of the classification review decision

Section 3.04 Classification Review Appeal

A. An employee may appeal the decision of a classification review no later than 10 working days after such results have been provided to the employee. Such an appeal shall be filed with the

Human Resources Office. Such an appeal shall include a detailed statement by the employee indicating his/her reasons for disagreement with the classification review decision.

B. A designated individual in the Human Resources Office shall hold a meeting with the employee no later than 14 working days after the classification review appeal filing. The designated individual shall not be the same person who conducted the initial classification review. This individual shall respond in writing to the employee no later than 21 working days after the meeting with the employee.

C. If the employee is not satisfied with the decision from Human Resources, the employee may appeal the decision to the City Manager within 10 working days from Human Resource's response. The City Manager shall review and respond to the appeal within 10 working days of such appeal. The City Manager's response shall be final.

D. Provisions within this section shall not be subject to the grievance procedures of this MOU.

Article 4. COMPENSATION

Section 4.01 Salary

The parties agree that due to the current fiscal crisis, it is in each party's interest to defer any cost of living increases during the term of this agreement.

Section 4.02 Salary Schedule

Wages for various classifications shall be set forth in Appendix A attached to this MOU.

Section 4.03 Overtime

A. This section is applicable to overtime scheduled in advance and to emergency overtime as required to supplement employees on "standby" duty. It is understood that overtime assignments are made by classification within the department requiring the overtime.

B. The City reserves the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the public interest and the requirement of municipal employment. The City further reserves the right to determine appropriate classification for overtime assignment, those qualified for assignment, and the ability to utilize employees within appropriate classifications from departments other than that requiring the overtime.

C. In the circumstances described in 4.03 (A), overtime shall be divided as equally as possible between all qualified employees within the affected classification and among those desiring to do the work.

D. In order to assure equal distribution of overtime, an overtime list shall be established by classification within a department according to seniority. Annually the senior employee shall be given the first opportunity for an overtime assignment. After completion of an overtime assignment the senior employee shall move to the bottom of the list and not be offered an overtime assignment until each employee in the affected classification has been offered an overtime assignment.

E. In the interest of effective and efficient operation of the City it is understood that it may be necessary to make exceptions to the rotation policy, however, it shall be the intent that each employee shall have the opportunity to accept an amount of overtime work during the course

of the fiscal year relatively equal in time to that accepted by other employees within the same classification and department.

F. As an example of an exception to the rotation policy, each employee on standby duty shall be given a list of eligible employees available for emergency assistance. Each standby employee's list shall vary to some extent providing the opportunity for each qualified employee to be available for emergency overtime depending upon which standby person is on duty. Because of the emergency nature of the work the standby employee shall be allowed to select anyone including other standby employees when the requirement for assistance extends beyond the availability of appropriate employees on the list.

G. In the event no employee is willing to accept an overtime assignment, it shall be assigned by reverse order of seniority within a classification. In subsequent cases of unaccepted overtime, the next lowest employee in seniority within the classification shall be given the assignment with the intent being to divide equally all unaccepted overtime among affected employees.

H. Overtime shall be paid for time worked in excess of the employee's regularly scheduled daily shift or in excess of 40 hours in any one week at the rate of one and one-half (1½) times the normal hourly rate.

I. Overtime may be compensated in the form of pay or compensatory time.

Section 4.04 Compensatory Time

A. All accumulated Compensatory time will be recorded in the employee's Compensatory Time bank.

B. All unit employees may retain a balance of accumulated Compensatory Time not to exceed 240 hours at any given time. As of July 1, 2001, such hours shall include the total of accumulated Compensatory Time known as Compensatory Time Bank A and Compensatory Time Bank B.

C. Upon separation of employment with the City, the employee will be paid for all accumulated and unused Compensatory Time.

D. Employees may convert accumulated Vacation Leave and/or Compensatory Time hours to salary as provided for in Section 5.02(C).

Section 4.05 Standby

A. Standby duty assignments shall be rotated annually among employees qualified to perform such duties.

B. The determination as to an employee's qualifications shall be made by the department head or authorized representative.

C. Employees on standby duty will be used primarily for unanticipated or emergency work needs. Anticipated assignments required outside of regularly scheduled work hours shall first be filled in accordance with the overtime provisions in Section 4.03. The City reserves the right to assign an employee on standby to perform such assignments in the event that an employee fails to appear as assigned.

D. Employees on actual standby duty are required to respond to call-outs within a reasonable period of time, depending on the nature of any particular call-out problem. In order to assure a reasonable response time, employees on actual standby duty are required to either carry a City-provided communication device or leave word with the Police Department Watch Commander where they can be reached by telephone when not at their place of residence. Employees on actual standby duty may transfer standby duties to another employee receiving standby pay. The employee's immediate supervisor shall be notified of any such transfers.

E. Habitual failure to respond to call-out situations within a reasonable period of time, as determined by supervisory personnel, shall constitute grounds for disqualification from the standby program.

F. From those employees determined to be qualified and by seniority, a list of those employees qualified to perform standby duty shall be established. Those employees currently on the standby assignment shall be placed at the bottom of the list in accordance with their seniority, but behind less senior employees not on standby duty.

G. By seniority, each employee on the list shall have the opportunity to accept or decline standby duty. In the event the senior employees at the top of the list decline the standby assignment, their names shall be placed at the bottom of the list and the next senior employee shall be given the opportunity to accept or decline the assignment. This process shall be repeated until four individuals have accepted the assignment.

H. In the event no employee on the list accepts the assignment, the department head, or authorized representative, may appoint employees on the list in order of the least senior individual first; or, an individual not eligible to be on the list, but determined to be qualified by the department head, may be appointed.

I. The individuals selected to serve on standby duty through the process set forth above shall continue in the assignment for a period not to exceed six months unless such individuals are reselected utilizing the procedures set forth above. The six month period shall commence each February and each August.

J. When four individuals have been selected, their order in the weekly standby rotation shall be determined by "luck of the draw." At the time of the draw employees may trade the order of rotation.

K. In the event an individual serving in a standby capacity is unable to complete the six month duty assignment, the individual's name shall be placed at the bottom of the list; the individual selected to replace that person shall serve in the standby capacity for the remainder of the annual standby assignment period.

1. An individual selected from the top of the list to complete three or more months of an annual standby assignment, shall be placed at the bottom of the list upon completion of the annual standby assignment period.

2. An individual selected from the top of the list to complete three or less months of an annual standby assignment shall remain at the top of the list and shall be eligible for a full one-year standby assignment.

L. Compensation Provisions for Employees Assigned to Standby Duty

1. Any employee who is assigned to standby duty, shall receive $30 per day.

2. Any employee who is called back to work who is on standby, shall be paid at one-and-one-half (1½) times the employee's normal hourly rate.

3. The time for call back begins when the employee receives the call. The time ends when the employee returns home.

M. Compensation Provisions for Employees Not Assigned to Standby Duty

1. Any employee who is not on standby and is called back to work, shall be guaranteed a minimum of two hours pay at the time-and-one-half rate.

2. An employee is considered called back to work if they have physically left the worksite and is required to return to the worksite. If an employee is not required to report the worksite, the employee will not be guaranteed a minimum number of hours but will be paid for the number of hours actually worked.

3. If an employee is required to report within one hour of their regularly scheduled start time or required to work continuously beyond the employee's regularly scheduled end time, the employee shall not be considered as called back to work.

4. The time for call back begins when the employee receives the call. The time ends when the employee finishes work.

Section 4.06 Shift Differential

The City shall pay a shift differential equivalent to 3% of base pay for all hours worked by an employee when a majority of his or her regularly scheduled shift hours occur before 7:00 A.M. or after 5:00 P.M.

Section 4.07 Skills and Certifications

A. BI-LINGUAL

1. Employees assigned by the department head to perform bilingual translation as part of their regular duties, shall be entitled to bilingual differential pay. Such assignment shall be in written form. Such differential shall apply regardless of the total time required for such translation. Employees in such positions must be certified as competent in translation skills by the Human Resources Department to be eligible for compensation.

2. Employees eligible for bilingual pay shall receive $100 per pay period.

B. NOTARY PAY

1. Employees assigned by the department head to perform notary duties as part of their regular duties shall receive additional compensation. Each unit employee who meets the eligibility requirements, and is designated by the applicable Department Head and Human Resources Department to receive notary pay, shall be compensated at the rate of $20 per pay period.

2. Unit employees receiving notary pay shall also maintain their commission from the California Secretary of State. The City shall also pay for the cost of necessary stamps, journals, supplies, and fees associated with State and/or County requirements, as applicable.

C. EQUIPMENT MECHANICS AND FIRE EQUIPMENT MECHANICS

1. Employees in the equipment mechanic classifications are eligible for additional compensation at the rate of 3% of base pay for possession of certification as follows:

CLASSIFICATION	CERTIFICATION
Equipment Mechanic	Possession of an ASE Certified Master Automotive Technician Certificate
Senior Equipment Mechanic Fire Equipment Mechanic Senior Fire Equipment Mechanic	Possession of an ASE Medium/Heavy Duty Truck Master Technician Certificate

2. Those employees who have been receiving additional compensation for possession of only one of the two certifications will continue receiving such compensation until such

time that their certification lapses without renewal. Should this occur, the employee will be required to possess both certifications, as identified in this section, to be eligible for the 3% additional compensation.

3. The Equipment Mechanics, Senior Equipment Mechanics, Fire Equipment Mechanics and Senior Fire Equipment Mechanics shall be eligible for 5% of base pay for possession of a California Smog Certificate. Eligibility for the aforementioned incentive pay shall be in accordance with the following guidelines.

   a. The incentive pay shall be effective on the first day of the pay period following the employee's written request to the Equipment & Facilities Services Director and presentation of proof of certificates.

   b. Educational incentive pay is not to be considered a part of the employee's base pay. In order to achieve and maintain the incentive the employee must be performing in a satisfactory manner, with increased proficiency as demonstrated in merit reviews, and continue to maintain current active certificates.

   c. Equipment Mechanics, Senior Equipment Mechanics, and Fire Equipment Mechanics in all salary step ranges shall be eligible for educational incentive pay only after they have successfully passed the probationary period for permanent employees.

   d. Employees on temporary status or in the initial probationary period shall not be eligible for educational incentive pay.

   e. The maximum incentive pay attainable under this program is 8%.

   f. The City shall allow the employees in the above-mentioned classifications to take certification courses for the mentioned certificates in this provision not to exceed 30 hours/course during work hours. To be eligible an employee must have passed probation and must provide his/her department at least 15 working days advance notice. The department shall attempt to accommodate the employee's request based on operational needs.

D. WELDING – UTILITIES

A maximum of two eligible employees in the Utilities Department shall be eligible to receive compensation at the rate of 5% of base pay for passing a qualifying welding test. Employees in the classification of Maintenance Worker/Meter Reader (formerly Maintenance Worker I) are not eligible. Such test shall involve satisfactory performance of the following tasks in no more than two hours:

1. Cutting:

   a. Two metal plates (8 inches by 8 inches by 1/8 of an inch thick), and

   b. An 18-inch section of 6-inch diameter metal pipe; and

2. Welding the bottom of a metal pipe 12 to 18 inches off the ground with in-plates and one coupling on the end of the in-plates.

To pass:

1. The cutting must be square and the correct length.

2. The welding requires the correct setting of gasses and the welding pipe must pass a standard pressure test.

Article 5. LEAVES – PAID AND UNPAID

Section 5.01 Holidays

A. The following paid holidays, except as provided in provision 5.01(B) below, shall be observed on the day specified. Employees shall receive holiday hours in accordance with their regular workday.

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after the 4th Thursday in November
Christmas Eve	December 24th
Christmas Day	December 25th
New Year's Eve	December 31st

B. For employees, any holiday listed in provision 5.01(A) which falls on Sunday shall be observed on the following Monday.

C. Any holiday occurring on an employee's regular day off, shall be compensated as straight compensatory time or pay, at the employee's option, as follows:

1. Employees on an 8-hour per day work schedule shall receive 8 hours of compensation.

2. Employees on a 4/10 work schedule shall receive 10 hours of compensation.

3. Employees on a 9/80 work schedule shall receive compensation in accordance with their regular work day, as follows:

   a. Employees shall receive the number of hours they were scheduled to work the day the holiday is observed (9, 8.5, or 8 hours).

   b. If the holiday falls on the employee's flex day or regular scheduled day off, the employee shall receive 9 hours of compensation.

D. Employees shall not be eligible for holiday pay for any pay period for which they have (1) an unapproved leave of absence the day after the holiday or (2) the employee is on a leave of absence without pay for the entire pay period.

E. Any employee who is required to work on a holiday shall receive one-and-one-half (1½) times the normal hourly rate.

F. At the City Manager's discretion, City Hall may be closed between and including Christmas Eve through New Years Day. During this time, employees shall use accrued time, excluding time from the sick leave bank, to cover the period of closure.

G. The Solid Waste Department normally shall not work on the following holidays:

New Year's Day	January 1st
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

H. Should the City determine that operational needs require the Solid Waste Department and supporting elements in the Equipment Services Department to work on any one of the above holidays; such departments may work those days with a majority consensus of the affected employees.

Section 5.02 Vacation

A. VACATION ACCRUAL RATES

1. Employees shall accrue vacation leave as follows:

Years of Service	Hours
0 - 1	80
2	88
3	96
4	104
5	112
6	120
7	128
8	136
9	144
10 - 11	152
12	160
13	168
14	176
15 & More	184

2. Vacation shall be accrued based on paid hours on a pro-rated basis. For example, if an employee is paid for 40 hours in an 80-hour pay period, the employee shall earn one-half of the normal accrual. Paid hours include regular work time, compensatory time off, vacation leave, bereavement leave, sick leave, jury duty leave, personal leave, paid military leave, disciplinary leave and paid holidays. Paid hours do not include amounts paid by any other disability benefits.

B. MAXIMUM VACATION ACCRUAL

The maximum vacation accrual balance shall be 500 hours. Once the employee has a vacation accrual balance of 500 hours, no additional vacation hours will be accrued until the balance drops below 500 hours.

C. VACATION AND COMPENSATORY TIME CASH-OUT

1. Employees may cash out accumulated Vacation Leave and/or Compensatory Time hours twice each calendar year. Such conversion of Vacation Leave and/or Compensatory Time hours shall be at the unit employee's base rate of pay that is in effect at the time of such conversion and will be limited to a maximum of 200 hours each calendar year. Employees cannot cash-out accumulated Vacation Leave balances below 40 hours.

2. Conversion requests shall be submitted on City forms to Payroll. The deadlines for conversion requests are as follows:

Request Due Date	Payment
2nd Friday in May	1st payday in June
2nd Friday in November	1st payday in December

Section 5.03 Sick Leave

A. City employees are entitled to sick leave for:

1. Any bona fide illness or injury

2. Quarantine due to exposure to contagious disease.

3. Any treatment or examination including, but not limited to, medical, dental, ocular.

4. Death in the immediate family.

B. City employees may use up to 48 hours per calendar year of sick leave for illness within the employee's immediate family in accordance with California Labor Code Section 233 (KinCare).

1. Immediate family for this provision includes spouse, children (biological, foster, adopted, stepchild, or legal ward), parent (biological, foster adoptive, stepparent, or legal guardian) and/or others provided for in the California Labor Code Section 233 or successor legislation.

2. If applicable, leave taken pursuant to this provision will be counted toward other family leaves.

3. The employee must inform his/her supervisor when requesting KinCare leave that the leave is being taken pursuant to this provision.

C. An employee is not entitled to sick leave for illness or injury while also engaging in business or activity for monetary gain or other compensation that would conflict with the illness or injury for which the employee has been granted sick leave.

D. Employees accrue sick leave at the rate of eight hours per month on a pro-rated basis based on paid hours as defined in Section 5.02 (A).

E. During the first six months of service, sick leave and vacation time may be used for bona fide personal injury or illness. If an employee does not complete the probationary period, any wages advanced to the employee to cover sick leave shall be deducted from the final paycheck. Upon satisfactory completion of six months service, an employee shall be credited with earned sick and vacation leave less any hours that may have been used for an illness or injury during the first six months of service.

F. There shall be no limit on the amount of sick leave that may be accrued by a regular employee.

G. Sick Leave shall not be taken as vacation or compensated for in money at any time.

H. When an employee has been on sick leave, the City reserves the right to make an investigation of the illness if deemed necessary. A doctor's certificate may be required when there is reasonable cause to identify that abuse of sick leave exists or has taken place. On the first day of illness, the employee must notify the department before the end of the first hour after the shift begins if the employee is to receive sick leave credit.

I. All determinations of sick leave shall be made by the department head concerned subject to the approval of the Personnel Officer.

Section 5.04 Personal Leave

A. An employee may use no more than three working days (as defined by the employee's regularly scheduled workday) of sick leave per fiscal year, as paid personal leave, provided an emergency or other urgent and justifiable cause is presented at the time the request is made for:

   a. Bereavement leave for other than members of the employee's immediate family. Immediate family for this provision is defined in Section 5.05.A.

   b. Court appearances when required to be present.

   c. Any other personal need requiring a leave during working hours when approved by the City Manager upon the recommendation of the department head or his/her authorized representative.

B. The employee must provide no less than two working days written notice for personal leave. Failure to provide such notice shall result in such leave to be taken without pay. The supervisor shall waive the two working day notice required provided the employee can demonstrate an urgent and justifiable reason for not providing the required notice.

C. Personal leave shall be charged at the employee's discretion against any unused sick leave, vacation, or compensatory time the employee has accumulated provided there is no conflict with the conditions outlined above. Additional leave may be authorized by the City Manager from any leave accrued, or without pay.

Section 5.05 Bereavement Leave

A. In the event of a death in the employee's immediate family, the employee shall be granted three working days (as defined by the employee's regularly scheduled workday) paid bereavement leave. Immediate family for this provision is defined as spouse, children, parents, brother, sister, grandfather, grandmother, grandchild, and the employee's mother-in-law, father-in-law, stepfather, stepmother and stepchildren or any person who the employee has been assigned legal custody, or others required by Family Code Section 297 or successor legislation. Such bereavement leave shall not be charged against the employee's sick leave, vacation or accrued compensatory time.

B. A maximum of five working days (as defined by the employee's regularly scheduled workday) paid bereavement leave shall be granted if there is a death in the immediate family (as defined in Section 5.05.A) outside the State boundaries. Such bereavement leave shall not be charged against the employee's sick leave, vacation or accrued compensatory time.

C. The employee shall be granted one working day (as defined by the employee's regularly scheduled workday) paid personal leave to attend the funeral of a close relative not in the employee's immediate family. A close relative is defined as an individual outside of the immediate family as defined in Section 5.05.A, who is an aunt, uncle, or cousin.

D. City employees may be excused by department heads to attend the funeral of deceased City employees without loss of pay.

E. The employee may be required to furnish evidence satisfactory to the City of the family member's death and the employee's relationship to the deceased family member.

F. In the event the employee requires additional time, three working days (as defined by the employee's regularly scheduled workday) of sick leave may be utilized for bereavement leave provided the employee has sufficient sick leave available. If the employee has no sick leave available, the additional three working days shall be taken without pay, or charged against the employee's vacation or compensatory time.

Section 5.06 Family Medical Leaves

A. Maternity, Paternity, and Family Care Leave shall be granted for up to 12 weeks in accordance with the California Family Rights Act of 1991 and the Family Medical Leave Act of 1993 and interpreted regulations for those respective statutes.

B. Female employees may also be eligible for up to 4 months of additional medical leave pursuant to California Pregnancy Disability Act.

C. Certification by the employee's physician shall be required recommending the effective day of the employee's absence, and a full authorization to return to work upon completion of the leave

D. Subject to such employee's qualifications to perform the work, the employee shall be reinstated to the same classification she would have had prior to the maternity leave of absence.

E. The employee may utilize up to six weeks of paid sick leave for leaves of absence that fall under the guidelines of FMLA and CFRA. This paid sick leave may be in addition to any unpaid leave, which may be granted under the provisions of FMLA and CFRA. This sick leave shall be used prior to utilizing the unpaid leave provisions of applicable federal and state laws.

F. Employees on any type of leave are required to use all eligible leave accruals or the number of hours for full integration if integrating with disability programs up to 80 hours per pay period. Employees who have leave balances must use all leave accruals available each pay period up to 80 hours, or up to the amount needed to reach 80 hours when combined with disability or workers' compensation payments.

Section 5.07 Catastrophic Leave

A. The City agrees to permit employees within the bargaining unit to contribute a portion of their accrued vacation, sick, and compensatory leave to another employee when such employee has suffered a catastrophic injury or illness. For such transfer to take place the following conditions shall apply:

1. The Human Resources Department shall review all requests from the receiving employee to determine eligibility for catastrophic leave prior to the receiving employee or his/her Department requesting donations.

2. Catastrophic injury or illness as used in this provision is defined as an unforeseen or sudden unexpected illness or injury requiring immediate attention.

3. The receiving employee has been absent from work due to injury or prolonged illness and has exhausted all sick, vacation, and compensatory time, and is therefore facing financial hardship. The receiving employee must participate in any City disability benefits for which the employee is eligible (e.g. short-term disability, long-term disability, or workers' compensation).

4. The total number of hours that can be donated to the receiving employee from all contributing employees combined shall not exceed 520 hours within 26 consecutive pay periods.

5. The contributing employee must have at least 96 hours of sick leave remaining after such contribution. The leave application rate shall be based on the contributing employee's pay rate computed into a dollar value, which shall be adjusted proportionally to the receiving employee's rate.

6. The transfers must be in whole hour increments. Donations shall be transferred in accordance with the recipient's needs.

7. The transfers are irrevocable, and shall be indistinguishable from other sick leave credits belonging to the receiving employee. Transfers shall be subject to all taxes required by law.

8. Transfers shall be made on a form prescribed by the Human Resources Department.

Section 5.08 Jury Duty

In the event any employee is summoned to any court during their scheduled working hours for the purpose of performing jury service or serving as a witness, except in cases where the employee is a plaintiff, petitioner, defendant, respondent, or appellant, the employee shall be released from their regular duties.

If an employee is called for jury duty, but not selected or otherwise released early, the employee shall immediately contact his/her supervisor to report the release from jury duty. The employee must return to work upon release from jury duty. The employee is not required to return to work if the reasonable amount of time required for the employee to travel from the court location, or to change into work attire, would make it impossible for the employee arrive to work with at least two hours remaining on the employee's scheduled work shift. In the event of an emergency situation, the supervisor may direct the employee back to work with less than two hours remaining on the employee's scheduled work shift.

Employees working the night shift shall have their scheduled temporarily changed to day shift for the period they are summoned, but otherwise are bound to the same reporting provisions.

Any fees for the performance of such service, excepting mileage or subsistence allowances, shall be remitted to the City. Upon return from jury duty, the employee shall present a certificate of service to their department.

This Section shall not apply when an employee is summoned or otherwise required to appear in court in the course of City business.

Article 6. BENEFITS

Section 6.01 Health Insurance Contribution

The City shall contribute up to a maximum of $206.14 per month toward health insurance premiums for active and retired employees

Section 6.02 Fringe Benefit Contributions

A. Health, Dental, Vision and Disability Plans

Active employees are required to enroll in City health, dental, vision and disability insurance programs. Employees may waive enrollment in a City health insurance plan if they provide proof of alternate group coverage. Active employees shall be entitled to the following monthly fringe benefit contribution, inclusive of the amount in Section 6.01 as follows:

BENEFIT	BENEFIT STATUS	Effective January 2010 Per Month
HEALTH AND DENTAL	Waived Coverage	$265
	Single Coverage	$397
	Two-party Coverage	$582
	Family Coverage	$751
VISION	All Employees	Actual Premium for Employee Only
SHORT AND LONG TERM DISABILITY	All Employees	Actual Premium for Employee Only

B. Eligibility Requirements

1. Employees must be regular full-time (i.e. scheduled for a minimum of 40 hours per week) and be in a paid status for a minimum of 15 hours per pay period to be eligible for the benefits of Section 6.01. Paid status includes hours paid for regular work time, compensatory time off, vacation leave, bereavement leave, sick leave, jury duty leave, personal leave, paid military leave, disciplinary leave and paid holidays. It does not include amounts paid by any other disability benefits.

2. Employees on an extended leave of absence due to their own illness or injury who do not have sufficient leave accruals to meet the 15-hour minimum for paid status will be eligible to receive the City's fringe benefit contribution as follows, provided the employee pays up front their required portion of the benefit premiums.

3. Regardless of whether the employee has leave accruals available to use, the City will continue its fringe benefit contribution for a leave of absence not to exceed a total of 26 consecutive pay periods.

4. If the leave of absence is not consecutive, the continuation of the contribution toward fringe benefits shall not exceed 26 pay periods total in an 18-month period.

5. Employees who have leave balances must use all leave accruals available each pay period up to 80 hours, or up to the amount needed to reach 80 hours when combined with disability or workers' compensation payments.

C. Life and Accident Insurance

The City shall pay a monthly life and accidental death and dismemberment insurance premium providing $30,000 basic life insurance and $30,000 accidental death and dismemberment insurance for each employee.

Section 6.03 Insurance Committee

The City agrees to continue the insurance committee that shall have a representative designated by the Union as one of its members. This committee shall have the responsibility to review the coverage in the appropriate insurance programs; to represent an employee who has a question to the company; and assist in the drafting of specifications.

The committee shall be composed of one representative from the recognized employee units and one representative appointed by the City Manager. The Deputy City Manager shall be an ex-officio member of the committee and entitled to attend all meetings. The committee or any of its members may invite other individuals to participate as resource people whenever the need arises and prior notification is provided the committee chair.

Section 6.04 Flexible Spending Accounts

The City will offer Flexible Spending Accounts (FSA) to all unit employees. An FSA allows an employee to make pre-tax deductions for qualifying medical, dental and vision expenses, and dependent care expenses. The plan is established and administered in accordance with Section 125 of the Internal Revenue Service Code.

Section 6.05 Retirement

A. The City's contract with the Public Employees' Retirement System for retirement benefits includes:
   1. Section 21354.4 – 2.5% @ 55 Full and Modified Formula for Local Miscellaneous Members including integration with Social Security
   2. Section 20042 – Highest Single Year
   3. Section 20965 – Sick Leave Credit
   4. Section 21024 – Military Service Credit
   5. Section 21037 – Cancel Payment for Optional Service Credit upon Retirement for Industrial Disability
   6. Section 21548 – Pre-Retirement Optional Settlement Death Benefit

B. The City shall contribute the required 8% employee contribution on behalf of the employee.

Section 6.06 Uniforms

A. Police Department Employees

   Employees in the Police Department who are covered by this MOU and are required to wear a uniform will be provided an initial set of uniforms and $400 per year for the maintenance, cleaning, and nominal repair of uniforms worn by the employees in the course of their employment.

B. Parks & Maintenance, Utilities & Solid Waste, Streets, Equipment & Facilities Services Employees

   1. The City will provide a specified number of uniforms, including a jacket, for each employee required to wear a uniform. The number and type of uniforms will be determined by the City for each classification, job assignments, and work schedule. Management agrees to consult with a Union committee on the color, selection, and number of uniforms. The final decision on all uniforms, however, shall remain with the Agency Head.

   2. Employees who are required to wear safety shoes shall be reimbursed up to $75 per fiscal year for such shoes. The shoes shall meet ANSI standards appropriate for the employee's work assignment and classification.

   3. City employees required to wear uniforms may, at their own expense, wear the following substitute apparel:

      a. A cotton T-shirt with a style and color approved by the Agency Head.

      b. Cotton pants closely approximating in color the polyester pants provided by the City.

      c. All optional uniform apparel shall be subject to review and approval by supervisory management personnel.

   4. The City shall not permit payroll deductions for the purposes of purchasing uniform apparel.

Section 6.07 Employee Assistance Program

A. The City agrees to continue the employee assistance program for all employees represented by the Union.

CONFIDENTIALITY

B. The parties agree that the EAP cannot be successful without absolute confidentiality regarding employee/family utilization of the program. Confidentiality shall be maintained in full compliance with State and Federal regulations.

Section 6.08 Meals During Emergency Work Situations

During emergency overtime situations, which extend over a period of four hours, the City shall make every effort to allow time for meals. If the emergency conditions or the location of the work site prevent the employees from leaving the work site for an adequate period of time, then meals shall be provided for the employees at City expense.

Section 6.09 Use of Electrical Service Vehicle

The City agrees to permit the current Senior Electrician and the current Electrician to drive the electrical service vehicle to and from their respective place of residence to the work site in order to facilitate the availability of said vehicle, tools and other essential equipment which may be required in the event of an emergency or work situation requiring the services of an electrician outside of normal work hours.

The Union and the specified employees agree and recognize that this privilege is granted solely for the convenience of the affected employees and not out of a necessity or by requirement of the City. The granting of this privilege shall not entitle the affected employees to additional compensation.

The City reserves the right to establish such rules and conditions as it determines necessary, and further, the City reserves the right to unilaterally revoke this privilege if and when, in the judgment of the City Manager, this privilege is not in the best interest of the City.

Section 6.10 Tool Replacement

It is understood and agreed that each Equipment Mechanic is required, as a condition of employment, to provide his/her own basic tools. Such tools may be determined by the county to be taxable property and therefore the possibility exists that the County may impose an assessment. Should this occur the City agrees to assume any such tax up to the value of five thousand dollars ($5,000.00). It is also understood that the City's acquisition of new automotive equipment may require the employees to purchase new tools for the purpose of servicing such equipment. The City therefore agrees to provide new tools that are required as a result of the introduction of new automotive equipment into the City's automotive fleet. Such tools shall be assigned to, and shall become the responsibility of the affected employees. Upon termination of employment with the City, the employee shall return all such assigned tools. The current policy of "fair wear and tear" and tool discount program shall remain in effect.

Section 6.11 Tuition Reimbursement

A. To provide encouragement for all unit employees to continue educational development, specified employees shall be eligible for reimbursement of tuition expenses. The City shall reimburse an eligible employee for the cost of tuition for academic courses that are determined to be job-related and subject to the following conditions:

1. Regular, full-time, non-probationary employees are eligible.

2. The determination that the course is job related shall be made by the employee's Department Head.

3. The course shall provide college-level credit from an accredited educational institution.

4. The employee is not eligible for assistance from any other source.

5. Submission and approval of the request for reimbursement must be completed at least 30 calendar days prior to the start date of the course.

6. Tuition is the only expense that shall be reimbursable. No reimbursement shall be made for lab fees, books, travel costs, etc.

7. Classes shall not interfere with the employee's normal work hours.

8. Certification of completion of the course with a passing grade must be obtained and submitted to the Human Resources Department within 60 calendar days after completion of the course.

9. The maximum reimbursement amount paid to an eligible employee shall not exceed $700 per calendar year.

B. Tuition reimbursement requests shall be submitted to the employee's Department Head for a determination that the course is job-related. After such determination is made, the Department Head shall forward the request to the Human Resources Department for processing. The Human Resources Department shall be responsible for notifying the employee of the disposition of the request prior to the start date of the course. Proof of payment and proof of completion shall be submitted to the Human Resources Department. Reimbursement shall be made within 30 calendar days following the receipt of proof of payment amount and proof of completion.

Article 7. DISCIPLINARY PROCEDURE

Section 7.01 Due Process and Employee Representation

A. The City shall afford regular employees the procedural due process safeguards as set out in the published decisions of the California courts.

B. An employee shall have the right of Union representation when the employee reasonably anticipates that such a meeting is for the purpose of disciplining the employee, or is to obtain facts to support disciplinary action that is probable, or that is being seriously considered. Prior to any such meetings, an employee's waiver of the right to representation shall be documented in writing.

C. If the employee requests, an employee shall be permitted to have a union representative present when a manager/supervisor is discussing a Performance Improvement Plan with the employee.

D. Where specific misconduct is stated as the cause for City employment termination of an employee, who has regular status, upon written request made by the employee prior to the effective date of the termination, the employee is entitled to a hearing.

Section 7.02 Discipline

A. The following disciplinary procedure must be used for all serious disciplinary actions involving regular full time employees BEFORE the actions go into effect. Basically, the disciplinary procedure provides that:

1. The employee shall receive advance notice of the proposed disciplinary action 10 working days before the action is to be implemented. The notification time frame shall begin the day after the notice of the proposed disciplinary action is served. The notice shall include:

   a. The specific grounds and particular facts upon which the proposed action is based;

   b. Any materials, reports, or documents upon which the action is based.

2. The employee shall have the right to respond to the proposed disciplinary action, orally or in writing, and shall have such responses considered by an independent reviewer of the proposed action. Such review shall be conducted by the Agency Head for the employee's department prior to the imposition of the disciplinary action. If the Agency Head is proposing the disciplinary action, an alternate City Agency Head shall conduct the review.

3. Following the review of the proposed action, the Personnel Officer shall serve on the employee, by registered mail or personal delivery, a statement informing the employee of the grounds for the decision and the acts or omissions, which support the grounds. This statement shall also include the employee's appeal rights.

4. The employee shall have 14 calendar days to file an appeal with the Personnel Officer.

5. Appeal Hearings:

   a. Within 14 calendar days after a serious disciplinary action is imposed (as defined in Section 7.02(A)(6)), the employee shall have the right to appeal the disciplinary action. An independent Hearing Officer shall hear the appeal. Such appeal shall be conducted as an evidentiary hearing.

   b. The Hearing Officer shall be selected from a list of names provided by the American Arbitration Association or the California State Mediation and Conciliation Service. The City and the appellant shall alternately delete names; the remaining name shall be selected as the Hearing Officer. As an alternative, the City and the appellant may mutually agree on the selection of a Hearing Officer. The Hearing Officer shall be selected within 15 calendar days after receiving the list of potential Hearing Officers.

   c. The City and the appellant shall present written summaries of the issues to be considered, witnesses to be called, and any other materials to be considered by the Hearing Officer prior to the Hearing. The City or the appellant may request that the Hearing be recorded. The Hearing Officer shall schedule the Hearing within 30 days after receiving the written materials. The Hearing Officer shall notify the City and the appellant of the date, time, location and estimated length of the Hearing, at least 10 calendar days prior to the Hearing date. The Hearing Officer may require the submission of written closing statements at the close of the Hearing and prior to the issuance of a decision. Such closing statements must be submitted within 15 calendar days after completion of the Hearing. The time periods in this Section may be extended by mutual agreement of the City and the appellant.

   d. After the hearing is completed, the Hearing Officer shall issue findings and a decision to overturn, modify, or uphold the disciplinary action. The Hearing Officer's decision shall be issued within 30 days after the completion of the Hearing and the submission of closing statements, if required. The City or the appellant may request that the Hearing Officer's decision be submitted to the City Council for review. If submitted to the City Council for review, the City Council may overturn, modify or uphold the Hearing Officer's decision. The City Council's decision shall be final."

e. The cost of the Hearing Officer's services shall be shared equally between the City and the appellant. Recording costs shall be borne by the requesting party or shared equally, if both parties request recording of the Hearing. The City and the appellant shall each be responsible for their own representation costs, witness expenses, or any other costs associated with the Hearing.

f. If the appellant fails to attend a scheduled Hearing or fails to submit their portion of the costs of the Hearing, the appeal will be considered abandoned. If the appeal is abandoned, there shall be no further administrative review or City Council review.

6. This disciplinary procedure should be used for all serious disciplinary actions which are normally considered (1) demotions, (2) discharges, (3) reductions in pay, and (4) suspensions.

Section 7.03 Exceptions

The above procedure may be deviated from in circumstances where there is a need for immediate action. In such cases, an employee may be ordered off the job if his/her conduct imperils the safety or welfare of the public, other employees, or said employee (i.e., drunkenness, violence, gross insubordination).

Section 7.04 Progressive Discipline

The City shall use the principles of progressive discipline, except in cases that are referred to in Section 7.03 of this Article.

Article 8. GRIEVANCE PROCEDURE

Section 8.01 Definitions

A. Complaint - The term "complaint" as used in this Article shall refer to a concern of an employee, which arises from the application of a term of this MOU, existing City Rule(s), Regulation(s) or written policy(s) regarding hours, wages and conditions of employment.

B. Grievance - The term "grievance" as used in this Article refers to a written allegation that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this MOU, existing City Rule, Regulation(s) or written policy(s) regarding hours, wages and conditions of employment.

C. Grievant – The term "grievant" as used in this Article refers to a permanent or probationary employee or the Union (recognized as the exclusive representative for unit employees) that alleges in a grievance that the employee has been directly wronged by a violation of a specific term of this MOU, existing City Rule, Regulation(s) or written policy(s) regarding hours, wages and terms and conditions of employment.

D. Immediate Supervisor - The term "immediate supervisor" as used in this Article refers to the appropriate non-bargaining unit supervisory or management person to whom the employee is accountable.

E. Representative - The term "representative" as used in this Article shall be an employee or representative of the Union who at the grievant's request may be present at Levels I through IV.

F. Respond and File - The terms "respond" and "file" as used in this MOU refer to personal delivery or deposit in the U.S. mail, postage prepaid. If mail delivery is used, it shall be by certified, return receipt requested mail and the certified receipt date shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

Section 8.02 Union Grievance

Grievances filed by the Union shall be filed directly in writing with the Human Resources Director. The Human Resources Director shall respond within 30 calendar days after receiving the grievance from the Union. If the response from the Human Resources Director is not accepted or if no response is received from the Human Resources Director, then the Union may file a Level IV grievance for review by the City Manager. The Union's Level IV grievance review shall be filed within fourteen calendar days after receiving the response from the Human Resources Director or expiration of the 30 calendar day response period. The procedures for Level IV and Level V grievance reviews shall apply to such Union grievances.

Section 8.03 Level I - Informal

A. An employee and/or employee's representative with the employee's consent shall have the right to present a complaint and to have the complaint heard by the immediate supervisor no later than ten working days after the event giving rise to the complaint, or no later than ten working days after the employee knew or reasonably should have known of the event giving rise to the complaint.

B. The employee and/or employee representative with the employee's consent, whenever possible, shall attempt to resolve the complaint informally with the immediate supervisor.

C. The immediate supervisor shall provide an answer to the employee no later than ten working days after the Level I meeting.

D. A resolution of the complaint at the informal level shall not be precedent setting.

Section 8.04 Level II – Formal

A. If the complaint is not resolved through Level I informal discussions, the employee and/or employee representative with the employee's consent may file a Level II grievance with the Department Head (Assistant Department Head if no Agency Level exists) no later than ten working days after the response of the immediate supervisor at Level I. The grievant shall state the following clearly and concisely on a grievance form provided by the City: (Appendix B)

1. the specific term(s) of the MOU, City Rule, Regulation or written policy regarding hours, wages and conditions of employment have been violated;

2. the action grieved, including names, dates, places and times and how it violated a specific term(s) of this MOU, City Rule, Regulation or written policy regarding hours, wages and conditions of employment;

3. the remedy sought;

4. the name and classification of the grievant and his/her signature;

5. the name of the representative, if any; and

6. the date of submission.

B. The Department Head (Assistant Department Head if no Agency Level) shall hold a meeting with the grievant and/or the grievant's designated representative at the grievant's request, at a mutually acceptable time and location no later than ten working days after the receipt of the grievance. The Department Head (Assistant Department Head if no Agency Level) shall respond in writing to the grievant within ten working days of the Level II meeting. The response shall be accompanied by the original grievance and accompanying documentation.

Section 8.05 Level III

A. In the event the grievance is not settled at Level II, the grievant and/or grievant's representative with the grievant's consent may file the Level III grievance with the Agency Head (Department Head if no Agency Level) no later than ten working days after the Level II response. The grievant shall include with the grievance a written statement indicating the reason that the proposed settlement at Level II was unsatisfactory. The Agency Head (Department Head if no Agency Level) shall hold a meeting with the grievant and/or grievant's representative at a mutually acceptable time and location. The Agency Head (Department Head if no Agency Level) shall respond to the grievant no later than ten working days after the receipt of the Level III grievance. The response shall be accompanied by the original grievance and accompanying documentation.

B. The grievant shall present at Level III all issues and written evidence known or which could have been reasonably known.

C. Amendments and/or modifications to the grievance shall not be made by the grievant after the Level III filing date, except by mutual agreement.

Section 8.06 Level IV

A. In the event the grievance is not settled at Level III, the grievant may file a Level IV grievance with the City Manager no later than ten working days after the receipt of the Level III response.

B. The grievant or the grievant's representative with the grievant's consent, or the City Manager or his designee (acting with the full authority of the City Manager) may request to meet with the other party at a mutually acceptable time and location within ten working days of receipt of the written grievance. The City Manager or his designee shall respond to the grievant no later than ten working days after the meeting or 20 working days after receipt of the grievance at Level IV. The response shall be accompanied by the original grievance and accompanying documentation.

C. If the grievance has not been settled at Level IV, then within ten working days after receipt of the Level IV written decision or the expiration of the time limits for making such decision, upon the request of the grievant, the Union may request arbitration by giving notice to that effect, by certified mail, return receipt requested, or personal delivery directed to the Human Resources Director.

Section 8.07 Level V – Arbitration

A. Unless the specific language of the MOU is in conflict, the arbitration procedure shall be conducted in accordance with the rules of the American Arbitration Association.

B. The arbitrator shall be selected by mutual agreement of both parties from a list of arbitrators submitted by the American Arbitration Association.

C. The cost of any arbitration proceeding shall be divided equally between the City and whoever has filed for arbitration.

D. Failure on the part of the City representative or grievant to appear in any case before an arbitrator, without good cause, shall result in the forfeiture of the case and responsibility for payment of all costs of arbitration. Any cancellation or postponement fee shall be borne by the responsible party.

E. A final decision of award of the arbitrator shall be made within 30 calendar days after the close of the hearing. Such decision or award shall be subject to the approval of the City Council. Either party shall be given the opportunity to submit their arguments before the City Council with regard to the Arbitrator's "Findings of Fact," prior to such approval.

F. The cost of the arbitration, including advocate, unilateral withdrawal, postponement, or cancellation fees, shall be borne equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

G. The standard of review for the arbitrator is whether the City violated a specific term(s) of this MOU, City Rule, Regulation, written policy regarding hours, wages and conditions of employment.

H. If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance.

Section 8.08 General Provisions

A. Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void. Failure by the City Representative to timely respond under this Article shall permit the grievance to be filed at the next level, with notification submitted to the Human Resources Department.

B. Time limits set forth in this Article may be extended by mutual agreement.

C. The processing of grievances filed and unresolved prior to the effective date of this MOU may continue under the grievance procedure in effect at the time of the initial filing.

D. No punitive action shall be assessed against an employee for utilizing the grievance procedure.

E. The preparation of grievances shall be on the employee's personal time and not during working hours.

F. The City may consolidate at any level grievances on similar issues with the agreement of the Union.

G. Grievance records shall be filed separately from an employee's personnel file and shall be considered confidential.

H. A grievant may withdraw a grievance at any time. Upon withdrawal the grievant shall not file any subsequent grievance on that particular alleged incident.

I. Once the arbitration process has begun, all other remedies shall be waived except as provided by statute. A grievance may be expedited to arbitration by mutual consent of the parties.

J. No individual City Council member may be approached at any time the grievance is being processed.

K. In the event a grievant elects to represent himself/herself or is represented by other than provided by the Union, the grievant shall, in writing, notify the Union and the City of such decision. The Union shall be notified by the City of the nature, proposed solution and the resolution of the grievance. The names of employees and confidential information shall not be disclosed. Notification of the Union shall be made within one workweek following the final conclusion of the grievance.

L. Organizational channels shall be utilized at all times and participation in the grievance and the discussion of information related thereto shall be limited to the parties to the grievance except when such other persons are identified and/or called as witnesses.

M. The review of a proposed disciplinary action shall not be subject to these grievance procedures.

N. The City agrees to permit an employee and the designated Union Steward to consult concerning a potential grievance subject to obtaining approval from his/her first line supervisor. The Union agrees that this privilege shall not be utilized to prepare formal grievances during working hours, but to simply consult with an employee and/or supervisor in order to avoid the necessity of processing a formal grievance, or to set an appointment between the Union Steward and the employee after working hours for the preparation of a legitimate grievance. The City agrees to encourage cooperation with the Union Stewards and employees in this regard, provided that the City shall not permit the effective and/or efficient operation of the City to be interfered with. The City retains the right to revoke this privilege at any time, provided that prior to taking any such action, the City agrees to consult with the Union in order to avoid the necessity of exercising this right.

O. A group of employees may file one grievance rather than individual grievances as long as the following conditions are met:

1. Each employee in the "group" grievance is individually named.

2. The grievable matter is exactly the same for each employee cited in the grievance.

3. The City is not obligated to conduct grievance hearings or provide grievance responses to each individual, but only to one of the employees involved who represents the group filing the grievance.

Article 9. REPRESENTATION

Section 9.01 Agency Shop

A. Legislative Authority

The parties mutually understand and agree that pursuant to Government Code Section 3502.5, all unit employees represented by American Federation of State, County and Municipal Employees, Council 36, Local 3061 (hereinafter “Union”) have the right to join or not join the Union. However, the enactment of “Agency Shop” requires that as a condition of continuing employment, employees must either join the Union or pay to the Union a service fee in lieu thereof.

B. Administration

1. Each employee in the bargaining unit shall be notified by the City that the employee is required within fourteen (14) days of his/her first day of employment in the unit, to: a) become a member in good standing of the Union by submitting the Union authorization card; or b) satisfy the service fee financial obligations set forth below; or c) submit a request for religious exemption.

2. If the completed authorization card or request for religious exemption is not returned to Human Resources within 14 calendar days of employment, the City shall commence and continue a payroll deduction of service fees from the regular bi-weekly paychecks of such employee.

3. Dues or service fee deductions shall be in a uniform amount for all employees. The City shall also deduct an additional voluntary contribution for the AFSCME PEOPLE program, in one uniform flat dollar amount, for each employee that authorizes the deduction in writing. The City shall not deduct any pay for initiation fees, fines or any other special assessments. The effective date of the Union dues, service fee, or charitable contribution shall begin no later than the first full pay period after receipt of the appropriate documentation.

4. Any change in the amount deducted shall be by written authorization from the Union. Notification of any modifications to deduction amounts shall be received by the City not less than 10 calendar days prior to the effective date. Deduction modifications shall be effective the following paycheck. Dues and other authorized deductions withheld by the City shall be transmitted to the officer designated by the Union in writing at the address specified in the letter of authorization.

5. The employee's earnings must be sufficient, after other legal and required deductions (including health care and insurance deductions) are made, to cover the amount of the dues or service fees and other authorized deductions. When a member in good standing of the Union is in non-pay status for an entire pay period, no dues or other authorized deductions shall be made to cover that period from future earnings. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, a partial deduction shall be made provided that all other legal and required deductions have been made.

6. Service Fees

   The Union shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for service fee payers to challenge the Union's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway. The amount of the fee to be charged shall be determined by the Union subject to applicable law; and shall therefore be an amount not to exceed the normal periodic membership dues applicable to Union members.

7. Religious Exemption

   a. Any member who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employee may opt out of Union membership or Service Fee payment and instead make contributions in an amount equal to Union dues, or agency shop fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c) of the Internal Revenue Code. Such contribution shall be made to United Way, provided that, if the employee requests, a different charity shall be mutually agreed upon by the Parties to this MOU.

   b. Charitable contributions to United Way shall be by regular payroll deductions only in order to qualify as a condition of continued exemption from the requirement of financial support to the Union.

   c. In instances where an employee makes direct payment to a nonreligious, non-labor charitable fund, the employee shall provide proof of the payment on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Union.

   d. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Union within 14 days of receipt by the City. The Union shall have 14 calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge.

C. Recision

The agency shop provision in this MOU may be rescinded by a simple majority of votes cast by eligible bargaining unit members, provided that:

1. A request for such vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit.

2. The vote is by secret ballot.

3. The vote may be taken at any time during the term of the MOU, but in no event shall there be more than one vote taken during that term. Notwithstanding the above, the City and the Union may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on an agency shop agreement.

4. If a "recision vote" is approved by unit members during the term of this MOU, the Union agrees not to petition for or seek Agency Shop status for the remainder of the MOU.

Section 9.02 Maintenance of Membership

All current employees who are members of the bargaining unit prior to the effective date of this agreement or become members during the life of this agreement shall remain as members in good standing of said Union for the duration of this MOU except during the seven days prior to the expiration of the agreement at which time a member may request, in writing, to withdraw his/her authorization for dues deduction which will become effective the first pay period of the following month.

Section 9.03 Records

A. The City shall provide the President of the Union a monthly list of all employees in the bargaining unit, including the employee's classification title, work location, and hire date. Copies of new employee membership cards shall accompany the list.

B. The City shall provide, on a monthly basis, copies of invoices and claim forms relative to contractual temporary labor performing Union bargaining unit work in the Public Works Agency. Additionally, a listing of City temporary employees will be provided to the Union on a monthly basis.

C. The Union shall keep an adequate itemized record of its financial transactions and shall upon written request provide annually, to the City, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of an annual balance sheet and an operating statement, certified as to accuracy by its president and treasurer or accountant.

Section 9.04 Indemnification

The Union shall indemnify, defend, and hold the City of Ontario harmless against any claims made, and against any suit instituted against the City of Ontario on account of check off of employee organization deductions. In addition, the Union shall refund to the City of Ontario any amounts paid to it in error, upon presentation of supporting evidence.

Section 9.05 Union Stewards

Employees selected by the Union to act as Union representatives shall be known as "Stewards." The name of employees selected as Stewards, and the names of other Union representatives who may represent employees shall be certified in writing to the Human Resources Director by the local Union.

Section 9.06 Release Time

A. An employee who serves as a steward or Union Executive Board Officer may be granted leave of absence from the City without pay for a period of four (4) days to six (6) months to attend conferences, conventions, or special training schools or perform other Union business. Such leave shall be for a period of four (4) days to six (6) months for not more than four (4) employees at a time. Each eligible employee may take two (2) leaves per year, not to exceed a total of six (6) months. Such requests shall be made at least seven (7) days prior to the start date. The City may deny such leave based on operational considerations.

B. This leave of absence shall be governed by the conditions for leaves of absence as outlined in Rule X, of the Personnel Rules and Regulations. This leave shall not constitute a break in service leaving seniority rights unimpaired.

C. With prior notification to the supervisor, of no less than one week, one Union Steward per Department employed by the City of Ontario shall be entitled to attend monthly general membership meetings, not to exceed 12 per calendar year and special meetings, not to exceed 1 per calendar year without loss of pay.

D. In lieu of section C, up to seven (7) Union Executive Board Officers shall be released up to one hour each month to attend Executive Board meetings.

E. The Union expressly recognizes that the City reserves the right to unilaterally discontinue this program at any time. However, the City agrees that prior to taking such action, the City shall meet and consult with representatives of the Union, the nature of the intended action. Such action shall not be arbitrary or used to interfere with lawful Union activities.

Section 9.07 Access to Work Location

A. Access to employee work locations shall be granted officers/stewards of the Union and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such persons shall not enter any work location without the consent of the department head, his or her designee or the Human Resources Director.

B. Access shall only be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements. Such restrictions shall not be arbitrary or used to interfere with lawful Union activity.

C. Activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be permitted during working hours.

Section 9.08 Shift Changes For Union Meetings

All night shift union stewards have the option, subject to formal approval of the supervisor, to switch to a day shift, once per month, in order to attend union meetings. The night shift steward shall notify the supervisor at least one week in advance of the intended switch to a day shift for one working day.

Section 9.09 Union/Management Meetings

A. If either the Union or City feels that a need exists to meet, the Department Head and/or Agency Head and the Union-designated Steward(s) and/or Union Executive Board Member(s) agree to meet once a month for a maximum of one hour, in an effort to strengthen and improve the working relationships between management, supervisory personnel, employees, and the Union. The subject of the meeting may include but is not limited to, the clarification of rules, regulations, and policies of the City; improved communication; the elimination of rumors and pressures which are detrimental to employee morale and the employer-employee relationship; the encouragement of joint solutions to problems of mutual concern; the strengthening and improvement of the use of existing and agreed upon procedures which serve to protect mutual interests.

B. Either party may contact the other when a meeting is desired in order to set a mutually agreeable date. An agenda shall be submitted to each party 48 hours prior to the meeting. The agenda shall include a brief discussion of each item to be discussed.

C. General Guidelines for these meetings shall be as follows:

1. It is not the intent of these meetings to serve as a substitute for other specific administrative, judicial, or quasi-judicial agencies.

2. No grievances being processed under another part of this MOU shall be discussed and no bargaining shall take place.

3. Topics that could lead to grievances may be discussed.

4. Each topic shall be discussed fully and action reached before proceeding to another topic. Topics requiring further study may be tabled. When mutually satisfactory decisions are not reached, the parties may pursue such topics in any other manner that is lawful.

5. Only those topics on the agenda shall be discussed unless it is an emergency item, which may be added by mutual consent.

Section 9.10 Bulletin Boards

A. The City agrees to provide reasonable space on the following Bulletin Boards for Union notices:

Department	Location
Utilities	Utilities Bulletin Board
Solid Waste	Solid Waste Bulletin Board
Equipment Services	Equipment Services Board
City Hall	Human Resources Bulletin Board
Parks and Maintenance	Parks Bulletin Board

B. It is understood and agreed that the space provided on the bulletin boards for Union use shall be only for the posting of formal notices of meetings, elections, names of representatives and officers of the Union and other general non-controversial matters concerning the business of the Union.

C. The bulletin boards shall not be used for posting or distributing literature of a political nature of any kind and shall not in any way be used for advertising purposes.

D. All material posted by the Union shall be identified as Union material or must be signed by a Union representative whose name is on file with the Human Resources Department. A copy shall be sent to the Human Resources Director prior to the posting.

Article 10. GENERAL PROVISIONS

Section 10.01 Personnel Files

A. The official personnel files shall be located in the Human Resources Department. Personnel actions (i.e. discipline, promotions) shall be based on documentation within such file.

B. Employees, during City Hall business hours with reasonable notice and on their own time, have the right to have access to and copies of any document in their official personnel file. Employees may be charged for cost of duplication of any materials in the personnel file for which they request copies.

C. Adverse statements prepared by the Employer shall not be included in such official personnel file unless a copy is provided to the employee. An employee shall have the right to respond in writing or personal interview to any information contained in his/her personnel file. Such a reply shall remain in the personnel file so long as the adverse statement(s) are in said file.

Section 10.02 Safety Program

A. The City and the Union agree and recognize that there exist, Federal and State Safety rules, regulations and laws to assure safe working conditions.

1. The City recognizes that it has an obligation to provide a safe place of employment for all employees, including a duty to provide and utilize safety devices and safeguards which are reasonably necessary and adequate to render the place of employment and the employment itself reasonably safe.

2. The Union recognizes that in order to fulfill such obligations, the City has the right, as well as the obligation to establish and enforce such reasonable rules concerning the place of employment, safety devices and safeguards, as may be necessary to render the place of employment and the employment itself reasonably safe.

3. The Union and the City further recognize that it is the obligation and the duty of each employee to observe and otherwise comply with rules and regulations established by the City to render the place of employment and the employment itself reasonably safe.

B. The City and Union agree that Safety/Incident Review committees, comprised of management and employee representatives, have been, or will be, established to review employee accidents/incidents, safety concerns and general safety practices. The committee will also review and determine if such accidents/incidents are preventable. An employee(s) involved in a reviewed incident or accident, shall be notified of the Committee's determination within two working days from such determination and what action shall be taken to assist the employee in preventing further accidents/incidents. A side letter will provide for the employee representation requirements for the respective safety committee.

C. The City shall provide a form with which employees may report safety concerns related to the employee's normal assigned duties. Employees may present a completed report form to their department head. The department head shall forward such reports to the Risk Manager. Reported safety concerns shall undergo a review process similar to that prescribed in Section 10.02.B. Such review may include the employee's department head, the City's Risk Manager, and the Safety/Incident Review Committee for that employee's area.

Section 10.03 Separability

If any article or section of this MOU shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such article or section shall be deemed null and void and of no further effect. However, such articles and sections shall be severable from the remainder of this MOU, and all other provisions hereof shall continue in full force and effect.

Section 10.04 Peaceful Performance of City Services

The Union, its officers, and/or members agree that they shall not cause or condone any illegal concerted effort during the term of this agreement, which affects the performance of their assigned duties and responsibilities.

Section 10.05 Duration and Implementation

A. This agreement shall upon ratification by both parties, become effective July 1, 2010 and remain in full force and effect up to and including June 30, 2013.

B. During the term of this agreement, the parties agree to reopen negotiations limited to salary and health fringe benefit contributions for Fiscal Year 2012-2013. Parties shall begin meeting between 120 and 90 days prior to July 1, 2012.

Article 11. FINAL SIGNATURES

All terms and conditions set forth in this agreement are hereby ratified and agreed upon this 24th day of June 2010.

Approved:

CITY OF ONTARIO	AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3061, AFL-CIO
Al C. Boling, Deputy City Manager	Ernesto Davalos
Linda Matthews, Human Resources Director	Russ Fehrensen
Angela Lopez, Sr. Human Resources Analyst	Jim Jimenez
	Jon Martin
	Jerry Padilla
	Steve Koffroth, Business Representative

APPENDIX A - SALARY SCHEDULE
AFSCME 2010-2013 MOU

		Approximate Salaries*	
		July 1, 2010	
Classification	Step	Hourly Rate	Monthly Rate
Custodian	1	$13.86	$2,402.12
	2	$14.55	$2,522.23
	3	$15.28	$2,648.34
	4	$16.04	$2,780.75
	5	$16.84	$2,919.79
Equipment Mechanic	1	$19.64	$3,403.57
	2	$20.62	$3,573.75
	3	$21.65	$3,752.44
	4	$22.73	$3,940.06
	5	$23.87	$4,137.06
Equipment Service Technician	1	$17.77	$3,079.99
	2	$18.66	$3,233.99
	3	$19.59	$3,395.69
	4	$20.57	$3,565.48
	5	$21.60	$3,743.75
Facilities Maint Technician	1	$18.49	$3,205.28
	2	$19.42	$3,365.55
	3	$20.39	$3,533.83
	4	$21.41	$3,710.52
	5	$22.48	$3,896.04
Fire Equipment Mechanic	1	$21.69	$3,759.91
	2	$22.78	$3,947.91
	3	$23.92	$4,145.30
	4	$25.11	$4,352.56
	5	$26.37	$4,570.19
Helicopter Mechanic	1	$26.34	$4,566.46
	2	$27.66	$4,794.79
	3	$29.05	$5,034.52
	4	$30.50	$5,286.25
	5	$32.02	$5,550.56
Inventory Assistant	1	$13.57	$2,351.73
	2	$14.25	$2,469.32
	3	$14.96	$2,592.78
	4	$15.71	$2,722.42
	5	$16.49	$2,858.54
Maintenance Wkr/Meter Reader	1	$15.73	$2,726.66
	2	$16.52	$2,862.99
	3	$17.34	$3,006.14
	4	$18.21	$3,156.45
	5	$19.12	$3,314.27

* Actual rates will be calculated by the City's payroll system to the 6th decimal place.

APPENDIX A - SALARY SCHEDULE
AFSCME 2010-2013 MOU

		Approximate Salaries*	
		July 1, 2010	
Classification	Step	Hourly Rate	Monthly Rate
Maintenance Worker	1	$15.15	$2,625.67
	2	$15.91	$2,756.96
	3	$16.70	$2,894.81
	4	$17.54	$3,039.55
	5	$18.41	$3,191.52
Park Maintenance Technician	1	$18.49	$3,205.28
	2	$19.42	$3,365.55
	3	$20.39	$3,533.83
	4	$21.41	$3,710.52
	5	$22.48	$3,896.04
Parts Specialist	1	$18.12	$3,140.40
	2	$19.02	$3,297.43
	3	$19.97	$3,462.29
	4	$20.97	$3,635.41
	5	$22.02	$3,817.18
Solid Waste Collector	1	$15.77	$2,732.76
	2	$16.55	$2,869.40
	3	$17.38	$3,012.87
	4	$18.25	$3,163.51
	5	$19.16	$3,321.69
Solid Waste Maintenance Worker	1	$15.15	$2,625.67
	2	$15.91	$2,756.96
	3	$16.70	$2,894.81
	4	$17.54	$3,039.55
	5	$18.41	$3,191.52
Solid Waste Service Rep	1	$17.42	$3,019.75
	2	$18.29	$3,170.74
	3	$17.96	$3,112.61
	4	$20.17	$3,495.74
	5	$21.18	$3,670.53
Sr Electrician	1	$24.64	$4,271.02
	2	$25.87	$4,484.57
	3	$27.17	$4,708.80
	4	$28.52	$4,944.23
	5	$29.95	$5,191.44
Sr Equipment Mechanic	1	$21.69	$3,759.91
	2	$22.78	$3,947.91
	3	$23.92	$4,145.30
	4	$25.11	$4,352.56
	5	$26.37	$4,570.19

* Actual rates will be calculated by the City's payroll system to the 6th decimal place.

APPENDIX A - SALARY SCHEDULE
AFSCME 2010-2013 MOU

		Approximate Salaries*	
		July 1, 2010	
Classification	Step	Hourly Rate	Monthly Rate
Sr Facilities Maint Technician	1	$20.43	$3,541.94
	2	$21.46	$3,719.04
	3	$22.53	$3,904.99
	4	$23.66	$4,100.23
	5	$24.84	$4,305.24
Sr Facilities Maint Worker	1	$16.74	$2,901.32
	2	$17.58	$3,046.38
	3	$18.45	$3,198.70
	4	$19.38	$3,358.64
	5	$20.35	$3,526.57
Sr Fire Equipment Mechanic	1	$23.97	$4,154.23
	2	$25.17	$4,361.95
	3	$26.42	$4,580.04
	4	$27.74	$4,809.04
	5	$29.13	$5,049.49
Sr Helicopter Mechanic	1	$29.11	$5,046.41
	2	$30.57	$5,298.74
	3	$32.10	$5,563.68
	4	$33.70	$5,841.86
	5	$35.39	$6,133.95
Sr Park Maintenance Technician	1	$20.43	$3,541.94
	2	$21.46	$3,719.04
	3	$22.53	$3,904.99
	4	$23.66	$4,100.23
	5	$24.84	$4,305.24
Sr Park Maintenance Worker	1	$16.74	$2,901.32
	2	$17.58	$3,046.38
	3	$18.45	$3,198.70
	4	$19.38	$3,358.64
	5	$20.35	$3,526.57
Sr Solid Waste Collector	1	$17.42	$3,019.75
	2	$18.29	$3,170.74
	3	$19.21	$3,329.28
	4	$20.17	$3,495.74
	5	$21.18	$3,670.53
Sr Street Maint Technician	1	$20.43	$3,541.94
	2	$21.46	$3,719.04
	3	$22.53	$3,904.99
	4	$23.66	$4,100.23
	5	$24.84	$4,305.24

* Actual rates will be calculated by the City's payroll system to the 6th decimal place.

APPENDIX A - SALARY SCHEDULE
AFSCME 2010-2013 MOU

		Approximate Salaries*	
		July 1, 2010	
Classification	Step	Hourly Rate	Monthly Rate
Sr Street Maintenance Worker	1	$16.74	$2,901.32
	2	$17.58	$3,046.38
	3	$18.45	$3,198.70
	4	$19.38	$3,358.64
	5	$20.35	$3,526.57
Sr Utilities Technician	1	$21.22	$3,678.16
	2	$22.28	$3,862.08
	3	$23.42	$4,060.08
	4	$24.57	$4,257.93
	5	$25.79	$4,470.83
Street Maintenance Technician	1	$18.49	$3,205.28
	2	$19.42	$3,365.55
	3	$20.39	$3,533.83
	4	$21.41	$3,710.52
	5	$22.48	$3,896.04
Utilities Maintenance Worker	1	$17.38	$3,012.91
	2	$18.25	$3,163.56
	3	$19.16	$3,321.73
	4	$20.12	$3,487.82
	5	$21.13	$3,662.20
Utilities Service Rep	1	$19.17	$3,323.37
	2	$20.13	$3,489.54
	3	$21.14	$3,664.01
	4	$22.20	$3,847.21
	5	$23.31	$4,039.57
Utilities Technician	1	$19.20	$3,328.57
	2	$20.16	$3,495.00
	3	$21.17	$3,669.75
	4	$22.23	$3,853.23
	5	$23.34	$4,045.89
Welder	1	$17.78	$3,082.00
	2	$18.67	$3,236.10
	3	$19.60	$3,397.91
	4	$20.58	$3,567.81
	5	$21.61	$3,746.19

* Actual rates will be calculated by the City's payroll system to the 6th decimal place.

APPENDIX B

CITY OF ONTARIO

EMPLOYEE GRIEVANCE FORM

Bargaining Unit #6 – Miscellaneous Services
Employee Organization: A.F.S.C.M.E., Local 3061, AFL-CIO

Name(s):_____

Classification(s):_____

Phone: (w)_____ (h)_____ Dept:_____

Home Address:_____

Employee Representative:_____ Rep. Phone:_____

Representative Mailing Address:_____

Employee Signature:_____

Check Filing Level

II - * Must be filed within 10 working days from Level I response. Date filed:_____

III - * Must be filed within 10 working days from Level II response. Date filed:_____

IV - * Must be filed within 10 working days from Level III response. Date filed:_____

* Timelines may be extended by mutual agreement.

Each filing must be accompanied by a written statement indicating the reason why the proposed settlement at the prior level was not satisfactory.

Provide clear and concise statements.

Cite specific term(s) of agreement, City Rule, Regulation, policy alleged to be violated:

Nature of the Problem (Please include pertinent names, dates, places and time of grievance):

Proposed Solution:

Date of Level I Response:

FORMAL LEVEL RESPONSES

Level II Response: Department Head (Assistant Department Head if no Agency Level) - * Respond within 10 working days from meeting date. Return original grievance and accompanying documentation to grievant.

Name and Title:_____

Signature:_____ Date:_____

Level III Response: Agency Head (Department Head if no Agency Level) - * Respond within 10 working days from receipt of grievance. Return original grievance and accompanying documentation to grievant.

Name and Title:_____

Signature:_____ Date:_____

Level IV Response: City Manager - * Respond within 20 working days from receipt of grievance. Return original grievance and accompanying documentation to grievant.

Name and Title:_____

Signature:_____ Date:_____

* Response time may be extended by mutual agreement.