

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SAN DIMAS
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL 848,
REPRESENTING THE GENERAL EMPLOYEES,
MANAGER/SUPERVISOR EMPLOYEES AND
PROFESSIONAL EMPLOYEES BARGAINING UNITS
JULY 1, 2024 THROUGH JUNE 30, 2025**

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BETWEEN THE CITY OF SAN DIMAS
AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 848**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN DIMAS
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ARTICLE 1: PURPOSE

Representatives of the City of San Dimas (hereinafter referred to as the “City”) and representatives of the International Brotherhood of Teamsters, Local 848 (hereinafter referred to as the “Union”) have met and conferred in good faith relative to wages, hours and other terms and conditions of employment of the Union represented employees in the General Unit, the Manager/Supervisor Unit, and the Professional Unit (hereinafter referred to as “Represented Employees”). It is the purpose of this Memorandum of Understanding (hereinafter referred to as the “MOU”) to set forth the full and entire understanding of the parties reached as a result of good faith negotiations, which understanding has been ratified by the Union’s members and which the parties intend jointly to submit and recommend for approval and implementation to the San Dimas City Council. It is agreed that this MOU shall not be binding upon the parties unless and until the San Dimas City Council acts, by majority vote, formally to approve said MOU by resolution.

ARTICLE 2: RECOGNITION

Pursuant to the provisions of the Meyers-Milias Brown Act (hereinafter referred to as the “MMBA” codified in California Government Code Sections 3500, et seq.), the City has previously, and does hereby, acknowledge the Union as the “recognized employee organization” for the following defined appropriate units:

- A. The General Unit defined as: All full-time and regular part-time employees in the positions of Accounting Technician, Administrative Assistant, Building and Permit Technician I/II, Building Maintenance Aide, City Clerk Specialist, Departmental Assistant, Equipment Mechanic, Equipment Operator, Facilities Maintenance Worker I/II, Housing Services Coordinator, Landscape Maintenance Worker I/II, Management Aide, Recreation Coordinator, Recreation Leader, Recreation Specialist, Street Maintenance Worker I/II, Senior Accounting Technician, Senior Recreation Leader, Shooting Stars Director, and Supervising Lifeguard.
- B. The Manager/Supervisor Unit defined as: All full-time and regular part-time employees in the positions of Building & Safety Manager, City Clerk, Code Compliance Supervisor, Engineering Manager, Facilities Maintenance Manager, Facilities Maintenance Supervisor, Housing Manager, Information Systems Manager, Landscape Maintenance Manager, Landscape Maintenance Supervisor, Planning Manager, Public Works Maintenance Manager, Public Works Maintenance Supervisor, Recreation Manager, Recreation Supervisor, and Senior Management Analyst; but specifically excluding the Senior Management Analyst assigned to the City Manager’s office.

- C. The Professional Unit defined as: All full-time and regular part-time employees in the positions of Assistant Engineer, Associate Engineer, Assistant Planner, Associate Planner, Building Inspector I/II, Code Compliance Officer, IS/GIS Analyst, Management Analyst, Parking Enforcement Officer I/II, Public Works Inspector, Senior Planner, and Senior Building Inspector.
- D. The terms of this MOU shall be applicable to employees in all three of the above units (General Unit, the Manager/Supervisor Unit, and the Professional Unit), unless the Article in question explicitly states that specific terms contained therein are not applicable to one or more of these units.

ARTICLE 3: UNION RIGHTS

Section A. NEW HIRES AND EMPLOYEE ORIENTATION

The City shall notify the Union representatives in writing or via email when a new employee is hired in one of the represented units at least ten (10) days prior to the employee's orientation unless there was insufficient time between employee's acceptance of offer letter and start date or there was an urgent need that was not reasonably foreseeable, in which case the City will notify the Union as soon as practicable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Union with the new employee's name, job title, department, work location, work email, and work phone numbers. Union shall be permitted up to one (1) hour for each orientation session to privately talk to new hire employee to explain the rights and benefits under the MOU. The new hire employee will receive a copy of the MOU with their new employee orientation packet. The City will provide the Union a quarterly list of all employees in each of the represented units, including the employee's name, job title, department, work location, work email, and work phone number. The parties will mutually agree on a form to use to track said employee information.

Section B. UNION MEMBERSHIP AND DUES DEDUCTIONS

The City and the Union recognize the right of employees to form, join and participate in lawful activities of their Union and the equal alternative right of employees to refuse to join or participate in their Union. The City and the Union agree that neither shall discriminate, nor retaliate against any employee for the employee's participation or non-participation in any Union activity.

At the Union's request, the City shall deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Union from the wages of members of the Union to the extent that the employee's wages are sufficient to cover the deduction. Union hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the employee's authorization. The City shall rely on the representations made by the Union regarding the authorization to make, revoke, cancel, or change deductions for members

of the Union. The City shall deduct dues on a regular payroll basis (not including the two times where there is a third payroll in a month) for members of the Union following receipt of written notice from the Union that written authorization has been provided to the Union by the member. The City shall remit such funds to the Union by the end of the month in which they were deducted. The Union shall promptly provide written notice to the City when a member's dues deduction change or cease.

The Union shall indemnify the City from any claims relating to the City's compliance with this Dues Deduction provision, except for any claims arising from City's own negligence.

Section C. USE OF UNION BULLETIN BOARDS

The City shall provide for the Union's use, designated bulletin boards where Union members have access during regular business hours. The bulletin board shall be used to post notices of recreational and social affairs, notices of meetings or elections, results of elections, appointments and other matters pertaining to Union business or those matters which involve the Union members and their interests. All postings for bulletin boards must contain the date of posting and the identification of the organization; and will not contain any information which is defamatory, derogatory, or obscene. Bulletin boards will be made available in the City Hall breakroom, Senior Center employee breakroom, Recreation Center, and Maintenance Yard breakrooms (Parks and Public Works).

Section D. UNION ACCESS TO FACILITIES

All Union business will be conducted by Union Employees and Union representatives outside of established work hours or during employee meal and rest breaks except as expressly provided otherwise within this MOU. Nothing herein shall be construed to prevent a Union representative or Union Employees from contacting Human Resources or other management representatives regarding personnel related matters during work hours.

The authorized Union Business Agent shall be given access to work locations during working hours provided that prior to visiting any work location the Union representative shall contact the Human Resources Manager, or their designee, to state the purpose of their visit and which location they will be visiting and shall not interfere with the operations of the department.

In the event the requested time and/or location of such visit by the Union's Business Agent is denied because it would interfere with the operations of the department, the Human Resources Manager, or their designee, shall set an alternative time and/or location for such visit within twenty-four (24) hours.

The Union may schedule after work hours meetings in City meeting rooms or other facilities at such times these facilities are not in use by submitting a written request to the Human Resources Manager, or their designee, which shall include the date, time, number of people expected, and general reason for the meeting. Approval will be granted in the same manner as it is granted to other organizations with the understanding that official City business takes priority.

Section E. UNION STEWARDS

The City recognizes the right of the Union to designate five (5) bargaining unit employee stewards and five (5) alternates, but with no more than three (3) stewards from the General Unit, one (1) from the Professional Unit and one (1) from the Supervisors/Managers Unit, to be selected in such manner as the Union may determine. The Union shall submit to the Human Resources Manager a list of employee Stewards within thirty (30) days following the signing of this MOU, and upon any change of Stewards.

Union Stewards are allowed reasonable release time to participate in meetings related to labor relations negotiations pursuant to MMBA Section 3505.3. Union Stewards shall be provided paid release time during their regular work hours for the purpose of:

1. Formally meeting and conferring with representatives of the City on matters within the scope of representation.
2. Testifying or appearing as the designated representative of the employee organization in conferences, hearings, or other proceedings before the California Public Employee Relations Board, or an agent thereof, in matters relating to a charge filed by the Union against the City or by the City against the Union.
3. Testifying or appearing as the designated representative of the Union in matters before a personnel or merit commission.
4. Representation at a meeting that is reasonably expected to result in discipline against a Represented Employee when the Union Business Agent is not available to be present.
5. Participation in grievance meetings with City representatives with or on behalf of Represented Employees.
6. Participation in the new hire orientation session to privately talk to new represented unit members to explain the rights and benefits under the MOU.

In addition, up to five (5) Union Stewards shall be provided a maximum of two (2) hours per month of release time during their regular work hours to attend to other Union business as needed. Not more than one (1) of the designated Steward representatives may participate in any meetings as described above unless agreed to by Human Resources, except for subsection 1.

No further release time is provided for the preparation, investigation, or processing of disciplinary issues, grievances, or other Union business. Union business conducted by Union Stewards outside of normal working hours is not compensable.

To facilitate tracking and approval of release time, Union Stewards shall contact the Human Resources Manager, or their designee, to arrange for release time to conduct

Union business as described above. No Union Steward shall conduct themselves in such a manner as to interfere with the operations of the City.

Per Government Code Section 3558.8, the City shall grant to employee Stewards, upon written request of the Union, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or representatives or officers of the exclusive representative, or of any statewide or national employee organization with which the Union is affiliated.

1. The Union shall reimburse the City for all compensation paid to the employee on leave. Reimbursement by the Union shall be made on or before thirty (30) days after receipt of the City's certification of payment of compensation to the employee.
2. At the conclusion or termination of leave granted under this section, the employee shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.
3. The Union has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason. The City reserves the right to recall any employee on leave pursuant to these sections due to an emergency.
4. Compensation for release time shall not exceed the employee Stewards' standard schedule of hours per day and shall not include compensation for overtime. Compensation shall include retirement fund contributions required of the City as an employer. The employee shall earn full service credit during the leave of absence and shall pay his or her member contributions. The leave of absence without loss of compensation or other benefits provided for by this section is in addition to the release time without loss of compensation or other benefits granted to representatives of the Union under applicable laws or this MOU.
5. For leave requests for three consecutive days or less, the Union shall submit a written request to the Human Resources Manager at least seven (7) days in advance of the requested leave of absence. For leave requests of greater than three consecutive days, the Union shall submit their written request at least thirty (30) calendar days in advance of the requested leave of absence. The written request shall include the purpose, dates, and duration of the requested leave.
6. A request for leave of absence may be granted on a full-time, part-time, periodic, or intermittent basis and will be approved if it does not substantially interfere with the performance of City services and operations. If leave is denied, the Human Resources Manager shall provide the Union with written notification of the reasons why the requested leave is denied. If granting the requested leave would create an operational hardship for the City, the parties agree to meet and confer

regarding the requested leave in order to identify mutually acceptable alternative dates or amount of leave.

7. The Union or the employee shall be required to execute any payroll forms, certifications of time, or other documents as required by the City to ensure that the time reporting is accurate and that the employee is performing the duties of a steward or officer or representative of the Union during all reported working hours.
8. The City shall not be liable for an act or omission of, or an injury suffered by, an employee of the City if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for the Union. If the City is held liable for such an act, omission, or injury, the Union shall indemnify and hold harmless the City.

ARTICLE 4: MANAGEMENT RIGHTS

Except as may be limited by the specific and express terms of this MOU, the City hereby retains and reserves unto itself all rights, powers, authority, duty, and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, and/or the laws and Constitution of the United States of America.

The parties hereto agree that the City shall have the right to unilaterally make decisions on all subjects that are outside the scope of bargaining. Those subjects agreed by the parties to be outside the scope of bargaining shall include, but are not limited to, the following:

1. Determine issues of policy and make management decisions;
2. Take any and all necessary action to carry out the mission of the City in emergencies;
3. Determine the mission of the City's constituent departments, divisions, boards, commissions, and committees;
4. Determine the existence or nonexistence of facts which are the basis of any management decision;
5. Determine the necessity, organization or level of any service or activity conducted by the City and to expand or diminish such services or activities;
6. Determine the nature, manner, methods, technology, means, and size of the work force by which City operations are to be conducted;
7. Determine and/or establish types of equipment or technology to be used;
8. Determine and/or change the facilities, methods, technology, means, and size of the work force by which City operations are to be conducted provided that, the City

shall comply with its statutory obligation, if any, to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;

9. Determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions;
10. Determine policies, procedures, and standards pertaining to City operations and activities;
11. Determine and/or establish methods of financing;
12. Hire, transfer, promote, and demote Represented Employees for non-disciplinary reasons, in accordance with this MOU and the City Personnel Rules and Regulations;
13. Determine the need and use of personnel information for Represented Employees and the means by which the information is to be provided, with Represented Employees retaining their rights to privacy as provided by law;
14. Determine and/or modify Represented Employees' job qualifications and/or classifications provided that, the City shall comply with its statutory obligation, if any, to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;
15. Determine and/or change work assignments for Represented Employees in accordance with requirements as determined by the City provided that, the City shall comply with its statutory obligation, if any, to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;
16. Determine Represented Employees performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;
17. Relieve Represented Employees from duties for lack of work or similar non-disciplinary reasons;
18. Discharge, suspend, demote or otherwise discipline Represented Employees for proper cause, subject to Represented Employees rights of appeal, if any, as may be determined by City ordinance, resolution, and/or MOU; and
19. Determine and promulgate and/or modify rules regulations to maintain order and safety in the City which are not in contravention with this MOU.

With exception in cases of an emergency as defined under MMBA Government Code Section 3504.5, the City agrees that it will meet and confer with the Union at least thirty (30) days before implementing any changes in City organization, operations, policies, procedures, or rules which affects employees' wages, hours, and other terms and

conditions of employment. It is expressly agreed by the parties that the City's determination to exercise those rights described herein shall not be subject to the grievance procedure of this MOU. However, the impact of exercising said rights shall be subject to the MOU grievance procedure.

ARTICLE 5: NO STRIKE CLAUSE

It is agreed and understood that there will be no concerted strike, sympathy strike, work stoppage, slow-down, or concerted refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted interference with the operations of the City by the Union or by its officers, agents, or members during the term of this MOU. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.

The Union recognizes the duty and obligation of its representatives to comply with the provisions of this MOU and to make a good faith effort toward inducing Represented Employees, including its members, not to violate the provisions of this Article. In the event that the Union and/or its members engage in any of the conduct prohibited herein, the Union shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU, and require that all such persons immediately cease engaging in conduct prohibited in herein, and return to work. It is agreed and understood that any Represented Employees concertedly violating this Article may be subject to disciplinary action up to and including dismissal.

There shall be no lockouts by the City during the term of this MOU. The expiration of this MOU shall not prejudice the City's right to assert to the illegality of any such activities mentioned above if engaged in by the Union or Represented Employees during the term of this MOU. Upon the expiration of this MOU, this language shall not prevent the Union from engaging in such activities mentioned above, to the extent such activity is otherwise legal for public employees to participate in.

The City shall have the right to file an unfair practice charge through PERB or bring suit for damages, and/or equitable relief in a court of competent jurisdiction for breach of this Article against the Union, its officers, agents, representatives, members and/or Represented Employees. If the Union acts in good faith to meet its responsibilities as set forth above, then the Union, its officers, agents, representatives and its members shall not be liable for any damages for prohibited conduct engaged in by any Represented Employees who are covered by this MOU.

ARTICLE 6: TERM

The term of this MOU shall commence on the date on which City Council approves and implements this MOU, which is deemed the "effective date" of the MOU, and shall conclude on June 30, 2025, and shall supersede any other agreements in effect at that time. When either party wishes to negotiate a successor MOU, it shall serve notice on the other party no later than six (6) months prior to the expiration of this MOU. If such notice

is timely served, then such negotiations shall begin no later than four (4) months prior to such MOU expiration.

ARTICLE 7: WAGE INCREASES AND BASE PAY TABLE

The City agrees to adjust base pay of identified employee classifications to match the median value from the City's comparable cities compensation survey (previously provided to the Union). Additionally, a 3% COLA base pay range increase adjustment for all classifications will be applied. These adjustments will be retroactive to the first full pay period after July 1, 2024, and will take effective the first full pay period after City Council adoption of this MOU. See Exhibit A for the new pay schedules to be implemented upon City Council approval of this MOU.

ARTICLE 8: CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

In August 1999, the City amended its contract with the California Public Employees' Retirement System (CalPERS) to the 2% @ 55 formula with the provision that if the Employer's rate is re-instated at some future time the employees would contribute a portion of their gross salary towards the cost of the enhanced retirement plan.

As of June 22, 2014, employees shall contribute the full 7% employee portion for CalPERS contribution. (Resolution No. 2013-38.)

The City will pay to CalPERS a maximum of seven percent (7%) of the employee's base compensation for their share of the retirement contribution, as required by Section 20683 of the Government Code; which sum shall be equivalent to the percentage required by law to be paid by miscellaneous employee members thereof. All full-time employees shall be enrolled in CalPERS upon hire. Once employees are classified as Regular Part-Time, they shall be enrolled in CalPERS.

All new Employees hired on or after January 1, 2013 and deemed to be a "new member" as defined in Government Code Section 7522.01, shall be enrolled in the California Public Employees' Pension Reform Act (PEPRA) provided 2% at 62 retirement formula. New employees are responsible for paying 50% of the "normal cost" of the plan as annually calculated by CalPERS.

ARTICLE 9: HEALTH INSURANCE AND OPTIONAL BENEFITS PLAN

Every eligible full-time or regular part-time employee receiving City benefits must be covered by a health insurance plan approved by the City except as provided below. The City will contribute \$1,545 per month for full-time employees and \$773 per month for regular part-time employee to an Optional Benefit Plan which the employee may receive as cash or may elect to use for medical, dental, vision insurance, or other such benefits as may be approved by the City Manager.

The City will pay up to an additional \$50 per month to those employees paying out of pocket for City health plan premiums. This shall not increase any cash payments, nor will there be any cash paid for any unused portion of the up to \$50 per month additional City contribution.

Full-time employees hired on or after the adoption of this Resolution, and who waive medical coverage per the provisions below, will receive a maximum of \$600 per month as taxable cash. Regular part-time employees hired on or after the adoption of this Resolution, and who waive medical coverage per the provisions below, will receive a maximum of \$300 per month as taxable cash.

To qualify to waive medical coverage with the City of San Dimas, the employee must show proof of coverage in a group health plan such as with a spouse's employer and other than the individual market place, whether obtained through Covered California, another market place established under Health Reform or outside market places established under Health Reform. Proof of other group coverage must be submitted each year. This plan is maintained for the exclusive benefit of employees and their dependents and is established with the intention of being maintained for an indefinite period of time.

Optional Benefit Plan

Each full-time employee shall receive an Optional Benefit Plan allocation to be applied to available benefits. If deemed necessary the City may change insurance providers for the employees. The Optional Benefit Plan amount may be increased or decreased upon approval of Administration and City Council. The Optional Benefit money is not taxed if used for deferred compensation, health, dental, and vision insurance. If the employee chooses to receive all or part of their Optional Benefit Plan money in cash, the money is subject to all taxes as required by law. The Optional Benefit Plan may be spent on benefits of the employee's choice from the following options:

Health Insurance

The City contracts with CalPERS for health insurance. Employees who do not wish to be covered must submit proof of coverage under a spouse's plan or other plan and sign an affidavit stating employee has sufficient coverage from an outside source. Employees are eligible to change plans annually during the designated open enrollment period.

Dental Insurance

The City contracts with Delta Dental to provide optional dental coverage. Delta Dental offers an indemnity plan and a prepaid plan to choose from.

Vision Insurance

The City contracts with Vision Services Plan to provide primary vision coverage to all eligible employees.

Deferred Comp

As determined by the IRS, employees may defer annual earnings up to a maximum amount. This “deferred compensation” contribution means the money will not be taxed until you draw it out. IRS rules do not allow withdrawal until you terminate employment or in the event of an emergency. The IRS may increase the maximum amount allowed for deferral each calendar year.

Cash

Employees may choose to receive all or a portion of their remaining Optional Benefit Plan funds in cash. At that time the funds are taxable.

ARTICLE 10: LIFE INSURANCE AND LONG-TERM DISABILITY INSURANCE

The City shall provide, at no cost to the employee, term life insurance in the amount of \$100,000 to all full-time employees and eligible regular part-time employees.

Additionally, in lieu of the employees participating in the State Disability Insurance Program, the City shall provide long- term disability insurance for all full- time and eligible regular part-time employees, which benefits are equal to or exceed those provided under State Disability Insurance.

These insurance plans are maintained for the exclusive benefit of full-time and eligible regular part-time employees, and are established with the intention of being maintained for an indefinite period of time. The specific terms and conditions of said insurance plans should be determined and approved by the City Manager.

ARTICLE 11: DEFERRED COMPENSATION

To encourage employees to participate in the optional deferred compensation program the City offers a 457(b) and 401(a) defined contribution plan. The City shall provide a matching contribution into the 401(a) plan up to a maximum amount shown below:

FT EEs November 15, 2020	Regular PT EEs November 15, 2020
\$250.00 per month maximum match	\$125 per month maximum match

The deferred compensation matching program is maintained for the exclusive benefit of full time and regular part time employees and is established with the intention of being maintained for an indefinite period of time. The specific terms and conditions of the program shall be determined and approved by the City Manager.

ARTICLE 12: RETIREMENT HEALTH SAVINGS ACCOUNT PLAN

The City shall eliminate the current Retirement Health Savings Account Plan and the attendant 1% employee required contribution to same effective as soon as reasonably possible.

ARTICLE 13: CAR ALLOWANCE

The following represented positions shall receive a monthly allowance for car expenses:

<u>POSITION</u>	<u>MONTHLY ALLOWANCE</u>
Building & Safety Manager	\$300
Facilities Maintenance Manager	\$250
Housing Manager	\$250
Information Systems Manager	\$250
Planning Manager	\$250
Recreation Manager	\$250
Recreation Supervisor	\$250
Engineering Manager	\$250
Associate Engineer	\$250
Senior Planner	\$250
Associate Planner	\$250
Assistant Planner	\$250
Senior Management Analyst	\$250

ARTICLE 14: CELL PHONE/DATA ALLOWANCE

The following positions shall be eligible to receive a monthly allowance for personal cell phone expenses and data charges as listed pursuant to the provisions of the City Cell Phone Policy:

<u>POSITION</u>	<u>Cell Phone</u>	<u>Data Charges</u>
Information Systems Manager	\$40.00	\$45.00
Building & Safety Manager	\$30.00	N/A
Recreation Manager	\$30.00	N/A
Engineering Manager	\$30.00	N/A
Facilities Manager	\$30.00	N/A
Senior Planner	\$30.00	N/A
Recreation Supervisor	\$30.00	N/A
Recreation Coordinator	\$30.00	N/A
Planning Manager	\$30.00	N/A

ARTICLE 15: SAFETY FOOTWEAR ALLOWANCE

The City will provide a new pair of safety shoes to a maximum cost of \$200.00 for each employee determined to be exposed to Risk Level 1 or Risk Level 2, foot hazards as identified in the Safety Footwear Policy and approved by the City Manager. Except in unusual circumstances, safety shoes will not be purchased for an employee more frequently than once every 6 months.

ARTICLE 16: LONGEVITY SERVICE INCENTIVE

Full-Time Classification employees with five (5) years or more of continuous service with the City of San Dimas are eligible to receive Longevity/Service Incentive Pay on a bi-weekly basis as follows:

Completed Years of Continuous Service	% of annual salary on bi-weekly basis
5-9 years	2.5%
10-14 years	5%
15-19 years	7.5%
20+ years	10%

ARTICLE 17: ACTING PAY

Where an employee has been trained to assume the position of another in a higher range and will be performing in that position for more than 40 consecutive hours and it is not under the normal scope of duties to assume the position, the employee may be granted a temporary 5% salary increase retroactive to the day they began serving in the position. At the discretion of the City Manager, a higher temporary increase may be granted based on specific circumstances. Acting pay shall only be granted upon the recommendation of the Supervisor and Department Director and with the approval of the City Manager.

ARTICLE 18: HOLIDAYS

The holidays to be observed by the City, and for which pay is allowed for eligible City officers and employees, are as follows:

- A. January 1 - New Year's Day
- B. Third Monday in January – Martin Luther King's Birthday
- C. The third Monday in February – President's Day
- D. The last Monday in May - Memorial Day
- E. June 19 - Juneteenth
- F. July 4 - Independence Day
- G. The first Monday in September - Labor Day
- H. November 11 - Veteran's Day
- I. The Thursday in November appointed as Thanksgiving Day
- J. The Friday after Thanksgiving Day
- K. December 24 – Christmas Eve

- L. December 25 – Christmas Day
- M. December 31 – New Year's Eve

Any such other days which are declared holidays by the City Council.

Regular part-time employees will be paid at the rate of one-half (1/2) the number of hours the employee would have been scheduled to work that day. If an employee is required to work on a holiday, they will receive time and one-half (1-1/2) for hours worked. If the holiday falls on a day when the employee would not have been scheduled to work, no holiday hours will be paid.

When a holiday falls on a Sunday, the following Monday shall be observed; if a holiday falls on a Saturday, the preceding Friday shall be a holiday. Those employees working a 4-10 schedule will have the same consideration when a holiday falls on a Monday or Friday. Those employees working a 9/80 schedule will have the same consideration when a holiday falls on the scheduled Friday off. No employee shall be required to be on duty on a holiday unless the employee's services are required in the interests of the public's health, safety, or general welfare.

Hourly employees and/or non-exempt employees who are required to work on an actual holiday will have their overtime pay calculated on the actual holiday date, not the Friday or Monday City Hall is observing the holiday. (Res. No. 78- 7, January 24, 1978; Res. No. 76-56, July 13, 1976; Res. No. 82-86, October 26, 1982.)

ARTICLE 19: VACATION

The purpose of vacation leave is to enable each eligible employee to return to work mentally refreshed. Full-time employees in the Competitive Service and regular part-time employees earning benefits shall be entitled to vacation leave with pay except the following:

1. Employees who have not yet completed six (6) months of service with the City, except as may be allowed by the City Manager or designee.
2. Employees who work on a provisional basis and all employees who are not regularly employed in a permanent position.
3. Regular part-time employees whose work schedule is reduced to below 20 hours per week on average over the course of a fiscal year shall cease to accumulate vacation leave.

All full-time employees are encouraged to take a minimum of forty (40) hours of vacation each year. Holiday hours may be counted toward the forty hours of time off. (Resolution 89-54)

In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be adjusted accordingly.

An employee may accumulate unused vacation leave up to a maximum of two and one-half (2.5) times the number of hours accrued annually, except that under extraordinary circumstances and when the best interests of the City so require, the City Manager may permit a temporary accumulation of vacation in excess of the maximum. Thus, under normal circumstances, annual vacation leave shall not accrue nor accumulate in excess of the amounts listed in the tables below.

Upon separation, payoff of vacation will match maximum accrual formulas. These accumulated vacation days may be converted into either a lump sum cash payment or a vacation leave taken immediately prior to the effective date of separation (Res. No. 80-66, July 22, 1980).

The times during a calendar year at which an employee may take vacation shall be determined by the Department Director and/or Manager, with due regard for the needs of the service. An employee may take up to one hundred and twenty (120) consecutive hours of vacation if authorized by the Department Director. Requests for vacation exceeding one hundred and twenty (120) consecutive hours may be granted if approved by the City Manager. (Res. 81-13, March 24, 1981; Res. 80-66, July 22, 1980; Res. 82-86, October 26, 1982).

Vacation credit shall be granted biweekly to each full time and regular part time employee at a rate according to their total years' service with the City, as shown below. Employees that go into an unpaid status shall cease to accrue vacation credit while in the unpaid status.

Years of Service Full Time Employees	Bi-Weekly Accrual Hours	Vacation Hours per Year	Maximum Accrual
0 to 4	4.31	112	280
5 to 9	4.93	128	320
10 to 14	5.54	144	360
15+	6.16	160	400

The vacation hour accrual table for regular part time employees is as follows:

Years of Service Regular Part Time Employees	Bi-Weekly Accrual Hours	Annual Accrual	Maximum Accrual
0 to 4	2.16	56	140
5 to 9	2.47	64	160
10 to 14	2.77	72	180
15+ years	3.08	80	200

(Amended by Resolution 89-54, 6/13/89; Resolution 98-32, 6/11/98.)

ARTICLE 20: TUITION REIMBURSEMENT

All regular full-time employees who have passed an initial probation shall be eligible for the Tuition Reimbursement Program. The courses of study or specialized training taken

at an Accredited College or University, shall be directly related to the employee's current occupation or for preparing for future promotions within the City, subject to the provisions below.

To qualify for tuition reimbursement, a Tuition Reimbursement form must be submitted and pre-approved by the employee's Department Director and Human Resources before the courses begin.

The Tuition Reimbursement program will operate on a calendar year basis and shall be subject to the availability of funds as determined by the City. Employees may be reimbursed up to \$2,000 per calendar year. Payments are made with the 15th and 30th warrant registers of the month.

All course work must be completed while employed by the City of San Dimas with a passing grade of "C" or equivalent when numerical score or pass/fail grade is given. If the employee either does not receive a "C" or better or for any reason does not finish the class, the reimbursement shall not be paid.

Any employee who shall voluntarily retire or separate employment or be terminated for disciplinary cause within one year from the completion of the class or classes shall refund all tuition paid under this provision for those specific classes unless they were required to attend by the appointing power.

The City reserves the right to investigate any school and approve or deny it for reimbursement if such action appears warranted. Courses must be taken at an accredited education institution, which is defined as any college or university which has been accredited by a recognized government or professional accrediting body (as determined by the City). Additionally, the City reserves the right to deny any course(s), specialized training or degree programs determined by the City Manager to be non-job related.

The City Manager or designated training officer is authorized to prescribe other limitations with respect to the time which may be spent by an employee in training and the amount of tuition reimbursement allowed per employee each year. The City Manager or designated training officer may waive any or all of the restrictions in this section.

ARTICLE 21: SERVICE AWARDS AND RECOGNITION EVENT

Each calendar year, a recognition event will be organized for employees who have reached years of service milestones. The event will be held by the City to honor the commitment and dedication to providing a quality level of service to the City. Qualifying employees will receive the following one-time recognition awards:

Years of Service	Service Pin	Taxable Monetary Award
1	1 Year of Service Pin	\$0.00
5	5 Years of Service Pin & Base	\$150.00
10	10 Years of Service Pin	\$200.00

15	15 Years of Service Pin	\$250.00
20	20 Years of Service Pin	\$300.00
25	25 Years of Service Pin	\$750.00
30	30 Years of Service Pin	\$800.00
35	35 Years of Service Pin	\$850.00
40	40 Years of Service Pin	\$900.00

ARTICLE 22: EMPLOYEE AWARDS FOR EXCEPTIONAL SERVICE

Each calendar year full time and regular part time employees who have demonstrated outstanding service to the Community through extraordinary efforts and work product during the year may be recognized through awards which will include taxable monetary compensation up to \$500, as determined by the City Manager.

In addition to the annual awards, when staff performs duties that are above and beyond their expected level of service, the City Manager with recommendation of the Department Directors may determine that such level of service warrants a taxable award in an amount not to exceed \$50 per award.

ARTICLE 23: PAYROLL DEDUCTIONS

On each bi-weekly payroll and in such form as the Administrative Services Director may determine, the Finance division is authorized and directed to deduct and withhold from the salary paid to each officer or employee of the City:

- A. The minimum amount required by Federal Law for income tax purposes and to make payment thereof to the United States as required by law.
- B. The minimum amount required by State Law for income tax purposes and to make payment to the State of California as required by law (Res. No. 76-57, July 13, 1976).

Any officers or employees may authorize the Administrative Services Director or designated staff to make deductions from their salaries to be paid to: 1) the carrier(s) of the City's health insurance program(s); 2) a charitable organization; 3) a financial institution, such as a credit union; 4) any other legitimate organization of the employees' collective choice. When so authorized by the employees, the Administrative Services Director or designated staff may make such deductions from the employees' salaries and pay the amounts designated to the appropriate organization.

ARTICLE 24: OVERPAYMENTS AND REPAYMENTS

If it has been discovered that the City has made an overpayment to a City employee, the City shall notify the employee in writing and supply the employee with documentation explaining the overpayment. If the employee contends that any portion or the entire amount is not owed, they may request a meeting with the City within ten (10) days of

notification to attempt to resolve the disagreement. The employee may have a Shop Steward or Union Business Representative attend such meeting(s) with them. An employee will pay no penalties, fees or interest as a result of the overpayment.

The City and employee must mutually agree upon how repayment will be made and the employee shall have the right to select one of the following options for repayment upon terms acceptable to the City:

1. Cash payment or payments.
2. Installments through payroll deduction (installment payments shall not exceed the biweekly amounts that were overpaid to the employee unless the employee agrees in writing to such higher amount).
3. The adjustment of appropriate leave credits or compensating time off, provided that the overpayment involves the accrual or crediting of leave credits (e.g., vacation, sick, or holiday) or compensating time off. Any errors in sick leave balances may only be adjusted with sick leave credits. Vacation or comp time leave may be used to satisfy repayment.
4. Any other repayment method mutually acceptable to the employee and the City.

In the event that the City and the employee do reach a mutual repayment agreement, then the employee shall not be required to pay any penalties, fees or interest as a result of the overpayment. In the event that the City and employee cannot agree upon how repayment will be made, the City may proceed with legal action against the employee to recover the amount owed along with any applicable and legally allowed penalties, fees and/or interest.

To exercise one of the above options, employees must authorize the deduction in writing. They must also agree in writing to authorize the City to deduct any outstanding balance in a lump sum from their final paycheck if employment with the City is terminated before the total amount of the over-payment is collected. Further, they must agree in writing that in the event their final paycheck is not sufficient to cover any outstanding balance, they will pay the City any amounts due on their last day of employment with the City.

ARTICLE 25: PROBATIONARY PERIOD

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to their position.

Section A. Length of Probationary Period

All original appointments shall be tentative and subject to a probationary period of nine (9) months of actual service and a performance evaluation report. Promotional appointments shall be tentative and subject to a probationary period of six (6) months. If extenuating circumstances require, the City Manager may extend the probationary period

for any employee up to one month for each extension, to a maximum of two such extensions, but in no case may a probationary period last longer than twelve (12) months. Probationary employees do not have property or vested rights in their positions with the City. The probationary period is automatically extended by the length of any authorized leave(s) of absence of one work week or more.

Section B. Evaluation During Probationary Period

A Department Director shall submit a performance evaluation report every three months for each probationer under their supervision during the probationary period. A copy of the performance review shall be provided to the probationer at the time of the probation review meeting for their personal files. Any areas requiring additional development during the probationary period will be communicated to the probationary employee, preferably in writing. Guidance and suggestions as to how the probationary employee can correct identified development deficiencies will be given in an effort to support their successful completion of the probationary period. Two weeks prior to the conclusion of an employee's probationary period, the Department Director shall file a final performance evaluation report with the City Manager recommending either regular status, continuation of probation, or termination of the probationer.

Section C. Action Upon Conclusion of Probationary Period

Following receipt of the final probationary performance evaluation, the City Manager shall either appoint the probationer to regular status, continue the probationary period, or dismiss the employee, in accordance with other provisions of the City's Personnel Rules. The City Manager's decision shall be communicated to the employee concerned by the responsible Department Director. There shall be no automatic pass of a probationer. No probationer may pass their probation without an affirmative appointment in writing by the City Manager. The City Manager's decision shall be final.

Section D. Rejection of Probationer

Upon recommendation of the responsible Department Director, the City Manager may reject a probationary employee without cause and without the right of appeal at any time. Notification of rejection shall be served to the probationer and copied to the Union in writing, and a copy placed in the personnel file.

Section E. Rejection Following Promotion

Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which the employee was promoted. Employees dismissed for disciplinary reasons shall not have reinstatement consideration.

ARTICLE 26: HOURS AND ATTENDANCE

Section A. Work Schedules

The City's standard working schedule week consists of forty (40) hours within a seven (7) day work week with one hour or one-half hour lunch break depending on the schedule assigned by the employee's Department Director. The Department Director shall also have the authority to schedule different start and end times for employee work shifts and/or for the work schedules set forth herein at the request of the employee, which terms must be confirmed in writing and documented in the employee's personnel file. The work week begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday with the following work schedule:

5/40 Work Schedule: Monday through Friday 8:00 AM to 5:00 PM

The following alternative work schedules are optional and at the discretion of the Department Director. Additional alternate schedules may be approved for staffing levels upon approval of the Department Director and City Manager:

9/80 Work Schedule: Monday through Thursday 7:30 AM to 5:30 PM, Friday 7:30 AM to 4:30 PM – Every other Friday off.

The work week for employees working a 9/80 work schedule shall begin exactly four hours into their eight-hour shift on the day of the week which constitutes their alternating regular day off. Employees can request on occasion to switch their Friday's off, but such switch must be confirmed in writing by the Department Director, including any overtime incurred as a result of the switch being made by an hourly employee. Any employee incurring overtime as a result of such switch, must properly report the overtime and be paid for the overtime.

4/10 Work Schedule: Monday through Thursday 6:00 AM to 4:30 PM; or Tuesday through Friday 6:00 AM to 4:30 PM. The City's Public Works and Parks and Recreation crew alternate schedules quarterly.

Other Schedules: As otherwise established by the City Manager.

Regular Part-Time employees will work hours as specified by their Department Directors.

Section B. Meal and Rest Breaks

1. Meal Breaks

Full-time employees are generally given a sixty (60) minute meal break for every five (5) hours worked except employees on the 4/10 schedule are given a thirty (30) minute meal break. The meal break schedule for the City is between 11:00 AM and 2:00 PM and within each department, meal break schedules are arranged so that they do not interfere with City business or service to the public. Meal breaks are unpaid. Upon written request to and written approval by the Department

Director, employees may voluntarily waive the meal break and/or choose to take their meal break at the beginning of their shift to start later or at the end of their shift to go home early, provided that doing so would not interfere with City Operations as solely determined by the Department Director. The employee's request shall state the reason for the request.

Regular part-time employees are given an unpaid thirty (30) minute meal break for every five (5) hours worked.

2. Rest Breaks

The City allows for uninterrupted, duty-free, fifteen (15) minute paid rest breaks for every four (4) hours worked. For employees that work a 4/10 schedule, they are allowed twenty (20) minute paid rest breaks for every five (5) hours worked. All rest breaks shall be arranged so that they do not interfere with City business or service to the public.

Section C. Attendance

Punctual and consistent attendance is a condition of employment. Employees shall attend work in accordance with hours of work, holidays, and leaves. Each Department Director is responsible for maintaining an accurate attendance record of their employees and all departments shall keep daily attendance records of employees which shall be reported to the Administrative Services Director on the dates specified and as part of the regular timecards submitted for payroll purposes.

Employees unable to work or unable to report to work on time should notify their supervisor as soon as possible, ordinarily before the work day begins or within thirty (30) minutes of the employee's usual starting time. If an absence continues beyond one day, the employee is responsible for reporting in each day. If the supervisor is unavailable, the employee may leave a message with designated department staff or Human Resources, stating the reason for being late or unable to report for work.

An employee who is absent without authorization or notification is subject to disciplinary action, including possible dismissal.

Failure on the part of an employee, absent without leave, to return to duty within twenty-four (24) hours after given reasonable notice to return may be cause for immediate dismissal. The depositing in the United State mail of a first-class letter postage paid, addressed to the employee's last known place of address, shall be reasonable notice for disciplinary procedural purposes.

Section D. Tardiness

Tardiness is defined as arriving to one's workstation after the beginning of the assigned shift without prior notification to an employee's supervisor or habitual arrival to work after the beginning of the assigned shift regardless of notification to supervisor. The following four-step procedure has been approved by the City Council and shall be placed into effect

covering all departments. This procedure is to cover a period of one year from the date of occurrence of the first offense. Offenses 1 through 3 are to be administered by Supervisory Personnel while the Fourth Offense may be enforced in consult with the Department Director:

1. First Offense: Tardiness brought to employee's attention.
2. Second Offense: Oral Warning. Noted/documented.
3. Third Offense: Three-day suspension without pay. Employee advised that next offense will result in one-week suspension.
4. Fourth Offense: One-week suspension without pay AND recommendation to Department Director for dismissal. Dismissal at Department Director/Administrative discretion.

Section E. Absenteeism

This procedure is to cover a period of one year from date of occurrence of the first offense. Offenses 1 and 2 are to be administered by Supervisory personnel while the Third Offense may be enforced in consult with the Department Director. For our purpose, absenteeism is defined as the failure of personnel to call in or report that they will be absent, i.e. no show:

1. First Offense: Written warning, employee advised that next offense will result in a three-day suspension without pay.
2. Second Offense: Three days suspension without pay. Employee advised that next offense will result in one-week suspension without pay AND recommendation for dismissal.
3. Third Offense: One-week suspension without pay AND recommendation to the Department Director/Administration for dismissal.

ARTICLE 27: LAYOFF AND RE-EMPLOYMENT

By law, the City's decision to layoff employees for economic reasons and/or based on lack of sufficient funds to support their continued employment is a fundamental managerial concern which requires that such decisions be left to the employer's prerogative. An employee in the competitive service may be laid off because of either the abolishment of their position and/or a determination by the City Council that there is a shortage of work or funds. Accordingly, a decision to lay off employees is not negotiable.

Although the decision to lay off employees is not subject to collective bargaining, an employer does have an obligation to bargain over the effects of the nonnegotiable layoff decision on both departing and remaining employees. Therefore, the City and the Union has agreed upon the following procedures to be followed when any layoff shall occur.

Employees to be laid off shall be given at least forty-five (45) days prior written notice, with a copy to the Business Representative of the Union. The City shall meet and consult with the Business Representative of the Union on such matters as the timing of the layoff and the number and identity of the employee(s) affected by the layoff during the two-week period following notice to the employee and Union.

Section A. Order of Layoff

If the City Council determines that a layoff is necessary for economy reasons, it shall observe the seniority rule in putting the layoff into effect per Government Code Section 45100. The seniority rule is implemented on a classification basis, meaning seniority in the specific classification subject to layoff, and the employee to be laid off shall have the least seniority in the classification subject to layoff. No regular or probationary employee shall be laid off from their position while any emergency or provisional employee is serving in the same classification.

The City may approve a voluntary demotion or transfer to a vacant and budgeted position to prevent a layoff provided the employee is qualified by experience and/or education and is capable of performing the duties of the classification.

The names of regular and probationary employees laid off or demoted in lieu of layoff shall be placed upon re-employment lists for one year for those classes requiring basically the same qualifications, duties and responsibilities of the class from which the layoff was made. Persons whose names are placed on re-employment lists in accordance with this Section, and who are re-employed within the prescribed period, shall be regarded as having been on leave of absence during the layoff period.

Section B. Severance Pay

When a full-time City employee is laid off pursuant to this MOU, and when the service of this employee being laid off has been deemed satisfactory by performance evaluation, that employee shall be entitled to receive severance pay as provided. The employee's receipt of severance pay shall be conditioned upon execution of a waiver and release of all claims approved as to form by the City Attorney.

Length of Service	Severance Pay
Date of hire to completion of two years of service.	None
Two years plus one day to 5 years of service.	1 month salary
5 years plus one day to 10 years of service	2 months salary
10 years plus one day to 15 years of service.	3 months salary
15 years plus one day to 20 years of service	4 months salary
20 years plus one day to 25 years of service	5 months salary
25 years plus one day or more	6 months salary

ARTICLE 28: DISCIPLINE AND DISCIPLINARY APPEALS

An employee in the competitive service may be disciplined, including dismissed, for due cause at any time by their Department Director and/or the City Manager. While discipline should be progressive in nature, the extent and degree of the disciplinary action taken shall be commensurate with the offense and with due consideration of the employee's performance record. Whenever it is the desire of a Department Director to dismiss an employee in the competitive service, the City Manager's consent shall be required. Any employee who will be disciplined shall receive a written statement of the reasons for such action prior to the time of the discipline and shall be entitled to a hearing if the employee so requests, as provided in this Article.

Section A. Grounds for Disciplinary Action

All employees are expected to exercise good judgment, loyalty, common sense, dedication, honesty, and courtesy in the performance of their duties. The primary mission of every employee is to provide courteous, orderly, efficient, and economic delivery of services to the citizens of the City.

The following are examples of the types of behavior constituting due cause which may result in discipline up to and including dismissal:

1. Acts, errors, or omissions which discredit the public service or impair the provision of orderly services to the citizens of the City.
2. Drinking alcohol or the abuse of non-prescription or prescription drugs or other controlled substances on the job, or arriving on the job under the influence of or while in possession of alcohol, drugs, or other controlled substances.
3. Violation of a lawful duty.
4. Insubordination; or insulting or demeaning the authority of a supervisor or manager.
5. Absence from work without first notifying and securing permission from the supervisor.
6. Habitual absence or tardiness for any reason.
7. Unsatisfactory job performance, as determined by the City.
8. Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties.
9. Acceptance of fees, gratuities or other valuable items in the performance of the employee's official duties for the City.

10. Inability, refusal or failure to perform the duties of the assigned job.
11. Inefficiency or ineffectiveness in job performance.
12. Violation of duties or rules imposed by this manual, or by any other City rule, regulation, policy or administrative order, or County, State, or Federal regulations and/or law.
13. Making any false representation or statement, or any omission of a material fact.
14. Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment.
15. Theft or damage of any City property, equipment, resource, or vehicle, or the waste of City supplies through negligence or misconduct.
16. Misuse or unauthorized use of any City property, including, but not limited to: physical property, electronic resources, supplies, tools, equipment, and communication systems.
17. Mishandling of public funds.
18. Falsifying or tampering with any City record, including work time or financial records.
19. Discourteous or offensive treatment of the public or other employees.
20. Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.
21. Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the City.
22. Any conduct that impairs, disrupts or causes discredit to the City, to the public service, or other employee's employment.
23. Reckless or unsafe conduct.
24. Working overtime without prior authorization or refusing to work assigned overtime.

This list is not all-inclusive and only serves as a general guide. The City may discipline or dismiss employees for other reasons not stated above.

Section B. Types of Discipline

In the event that discipline is necessary, the following types of disciplinary actions may be used in a progressive manner depending on the severity of the offense and the particular situation:

1. **Oral Warning:** An oral warning is a counseling session between the employee's supervisor and the employee on the subject of the employee's conduct and performance, or their failure to observe a rule, regulation, or administrative instruction. It is intended to increase an employee's efficiency and value to the City by changing the employee's conduct, attitude, habits, or work methods. It will tell the employee what specific improvement is expected and what consequence(s) may occur if correction is not made. Following the counseling session, the supervisor shall document the oral warning. Such documentation shall be retained in a Supervisors file until such time as the next performance evaluation is issued and is not subject to the discipline or discipline appeal procedures below.
2. **Reprimand:** A reprimand is a formal written disciplinary action from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue. Where applicable, the written warning shall indicate the following:
 - i. That the document constitutes a written notice of discipline.
 - ii. The behavior or violation of rules or procedure for which the discipline is given and the specific improvement expected.
 - iii. A statement of any prior discipline given to the employee.
 - iv. An indication, in general terms, of further action to be taken if there is a continuation of the unsatisfactory behavior or performance.
 - v. An indication that the employee received a copy of the written notice of discipline and whether the discipline was discussed with the employee.

Written reprimands are placed in the employee's personnel file. A written reprimand is not subject to the discipline appeal procedures described below. The employee has the right to have their written rebuttal attached to the reprimand in the employee's personnel file, if the employee submits the rebuttal to Human Resources within ten (10) days after the reprimand is received.

3. **Suspension:** A suspension is a temporary, unpaid absence from duty which may be imposed as a penalty for significant misconduct or repeated lesser infractions. A suspension is a disciplinary action which is made part of the employee's permanent record when the suspension is final and documented in the performance evaluation. A suspension will not be issued without the consent of the City Manager. A suspension without pay is subject to the

discipline appeal procedures described below. Employees who are exempt from FLSA overtime will only be suspended as authorized by the FLSA.

4. **Reduction in Pay:** The City may reduce an employee's pay or paid leave for cause. A reduction in pay for disciplinary purposes may take one of three forms: (1) a decrease in salary to a lower step within the salary range; (2) a decrease in salary paid to an employee for a fixed period of time; or (3) loss of future accrual of paid vacation or administrative leave, floating holiday, or compensatory time off. Documents related to a reduction in pay shall become part of the employee's personnel file.

A reduction in pay is subject to the discipline appeal procedures described below. Employees who are exempt from the FLSA overtime requirements are not subject to pay reduction, except loss of future accrual of vacation, floating holiday, or administrative leave.

5. **Demotion:** A demotion is an involuntary movement of an employee from a position in one classification to a different position in another classification having a lower salary schedule and is typically applicable for employees who are unable to maintain satisfactory work performance in their job. A demotion will not be issued without the consent of the City Manager. No employee shall be demoted to a position for which they do not possess the minimum qualifications. The employee shall receive a copy of the written notice of demotion and documentation that the demotion was discussed with the employee. Documents related to a demotion shall become part of the employee's personnel file. A demotion is subject to the discipline appeal procedures described below.
6. **Dismissal:** An employee may be dismissed from City employment for any of the reasons listed below.
 - i. During or at the end of the employee's probationary period.
 - ii. As a result of disciplinary action.
 - iii. Due to loss of skills, certifications or other conditions which would make the employee unfit for service.
 - iv. If the employee has a physical or mental impairment that prevents the employee from performing the required duties of the employee's position and the employee cannot be reasonably accommodated. Dismissal must be supported by medical evidence which establishes that the individual is unable to perform bona fide job requirements. The City may require an examination at its expense performed by a physician of its choice. Failure to submit to such request may result in dismissal.
 - v. Whenever the City Manager determines to make changes deemed to be in the best interest of the City such as non-disciplinary layoffs or service

reductions.

7. **Administrative Leave:** Administrative leave with pay, may be utilized by the City Manager pending the results of an investigation or disciplinary action if the City Manager determines that factors such as, but not limited to, public confidence, potential impairment on an investigation, the safety of the employee or the efficient functioning of the City warrant such a suspension.

Based on individual circumstances and/or the nature or severity of an alleged violation, the steps listed above in the progressive discipline chain may be repeated or, where warranted by the nature or severity of the alleged misconduct, bypassed entirely. Any employee disciplined by a suspension or greater is entitled to the discipline appeal procedures described below.

Section C. Discipline Procedures

The following discipline procedures only apply to full-time non-probationary employees in the City's competitive service. All employees other than full-time non-probationary employees in the City's competitive service (namely regular part-time, part-time hourly, temporary employees and at-will employees), may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below. The following discipline procedures apply only to suspension without pay, reduction in pay, demotion, or dismissal. Any time limits specified in this Article may be waived by mutual agreement of both parties, in writing. As used in this section, the term "working days" shall mean Monday-Friday, excluding any City recognized holidays.

1. **"Skelly" Notice of Intended Disciplinary Action to Employee:** A written notice of the intended disciplinary action shall be given to the employee and to the Union, if the Union has been requested to represent the employee in the discipline matter, at least five (5) days before any discipline may be imposed, which will include the following information:
 - i. The level of the intended discipline;
 - ii. The specific charges upon which the intended discipline is based;
 - iii. A summary of facts upon which the charges are based;
 - iv. A copy of all materials upon which the intended discipline is based;
 - v. Notice of the employee's right to respond within five (5) calendar days from the date of the notice, either by requesting a *Skelly* conference, or by providing a written response, or both;
 - vi. Notice of the employee's right to have a representative of their choice at the *Skelly* conference; and
 - vii. Notice that failure to respond by the time specified constitutes a waiver

of the right to respond prior to final discipline being imposed.

2. **Response by Employee and Skelly Conference:** If the employee requests a *Skelly* conference, the conference must be scheduled at least seven (7) calendar days after the date of the Notice. The conference will be an informal meeting with the Department Director, at which the employee has an opportunity to rebut the charges against them and present any mitigating circumstances. The Department Director will consider the employee's presentation before any final disciplinary action. The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the notice. Employees shall have the right to be represented at this conference by their Union or by a representative of their choosing upon request.
3. **Final Notice of Discipline:** After the *Skelly* conference and/or timely receipt of the employee's written response, the Department Director will: (1) take no disciplinary action; (2) modify the intended discipline; or (3) impose the intended disciplinary action. In any case, the Department Director will provide the employee and to the Union if the employee has asked the Union to be their representative, with a notice that contains the following:
 - i. The level of discipline, if any, to be imposed and the effective date of the discipline;
 - ii. The specific charges upon which the discipline is based;
 - iii. A summary of the facts upon which the discipline is based;
 - iv. A copy of all materials upon which the discipline is based; and
 - v. A reference to the employee's appeal right and deadline to appeal.
4. **Delivery of the Final Notice of Discipline:** The final notice of discipline will be sent by mail method that verifies delivery to the last known address of the employee or delivered to the employee in person, and a courtesy copy will be provided to the Union by email if the employee has asked the Union to be their representative. If the notice is not deliverable because the employee has moved without notifying the City or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

Section D. Request for Disciplinary Appeal Hearing

An employee, or the Union if the employee has asked the Union to be their representative, may submit a written request for appeal to the City Manager within ten (10) days from: (1) receipt of the final notice of discipline; or (2) the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. Failure

to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.

1. **Appeal Hearing Officer:** The appeal hearing officer shall be the City Manager or an individual designated by the City Manager.
2. **Date and Time of the Appeal Hearing:** Once the appeal hearing officer has been designated, the hearing officer will set a date for an appeal hearing. The employee shall be notified in writing at least twenty-one (21) days prior to the hearing of the scheduled date.
3. **Prehearing Notice of Witnesses and Evidence:** No later than ten (10) days before the hearing date, each party will provide the other and the appeal hearing officer a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The City will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or evidence that has not been listed, unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.
4. **Witness Attendance:** The City has no authority to issue subpoenas in disciplinary matters. Each party is responsible for attendance of their proposed witnesses. City employees, however, who are requested by either party to testify during working hours will be directed by the City to appear and shall be released with pay to appear at the hearing. City employees who are directed to testify during non-working hours will be compensated for the time they actually spend testifying.
5. **Continuances:** The appeal hearing officer may continue a scheduled hearing only upon good cause shown.
6. **Record of the Appeal Hearing:** The hearing shall be recorded, either electronically or by a court reporter, at the option of the City. If the City orders a transcript or makes a transcript of the recording, the City will notify the employee within three days of ordering or making the transcript, and will provide a copy of the transcript to the employee at no cost to the employee.
7. **Employee Appearance:** The employee must appear personally before the hearing officer at the time and place set for the hearing. The employee may be represented by the Union any person they may select.

Section E. Conduct of the Hearing

1. **Sworn Testimony:** All witnesses shall be sworn in prior to testifying. The hearing officer or court reporter shall request each witness to raise their hand and respond to the following: "Do you swear (or affirm) that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?"

2. **Evidence:** Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner that the hearing officer decides is the most conducive to determining the truth. The rules dealing with privileges shall be effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. The appeal hearing officer shall determine the relevance, weight and credibility of testimony and evidence.
3. **Exclusion of Witnesses:** During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing.
4. **Burden of Proof:** The City has the burden of proof by the preponderance of the evidence.
5. **Authority of Hearing Officer:** The appeal hearing officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of this Article.
6. **Presentation of the Case:** The parties will address their remarks, evidence, and objections to the appeal hearing officer. The appeal hearing officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The appeal hearing officer may limit redundant or irrelevant testimony, or directly question the witness. The hearing will proceed in the following order unless the appeal hearing officer directs otherwise:
 - i. The City is permitted to make an opening statement;
 - ii. The employee and/or their representative is permitted to make an opening statement;
 - iii. The City will produce its evidence;
 - iv. The employee will produce its evidence
 - v. The City, followed by the employee, may present rebuttal evidence; and
 - vi. Oral closing arguments of no more than twenty (20) minutes may be permitted at the discretion of the appeal hearing officer. The City argues first, the employee argues second, and if the City reserved a portion of its time for rebuttal, the City may present a rebuttal.
7. **Written Briefs:** Either party may request to submit a written brief and/or a draft decision. The appeal hearing officer will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs, and the page limit for briefs.

Section F. Appeal Hearing Decision

Within thirty (30) days of the conclusion of the hearing, the appeal hearing officer shall make written findings and a decision as to the discipline, which shall be final and binding, except that the Union can pursue a legal challenge to such a decision in any appropriate forum, including with administrative agencies, state or federal court and/or PERB, as appropriate.

The City will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. It shall be the responsibility of the employee to inform the City of their address. A copy of the decision shall also be provided to Human Resources.

Any legal action to challenge any decision of the hearing officer must be filed in a court of competent jurisdiction no later than ninety (90) days following the date the hearing officer's written decision becomes final as provided in California Code of Civil Procedure Section 1094.6.

ARTICLE 29: GRIEVANCE PROCEDURES

Section A. Grievance

A grievance is a complaint alleging a violation of a specific clause of state or federal law, the City's Municipal Code, City Personnel Rules and Regulations, written departmental rules and regulations or this Agreement. Grievances which may have the potential for affecting employees in more than one department may, by mutual agreement of the parties, be initiated at a higher step of the grievance procedure. Mutual agreement shall be determined within five (5) working days following receipt of request. Grievances may be presented either by the Union or by affected employees directly. Employees shall be encouraged to discuss complaints with their immediate supervisor in an attempt to resolve the complaint before filing a Step 1 Grievance.

Section B. Procedure

1. **Step 1**: Absent any informal resolution, the Union or the employee shall file a grievance with the appropriate Departmental Director within twenty (20) working days of the occurrence or knowledge of the matter which causes the complaint. The grievance shall contain sufficient details to inform the City of the alleged violation, including the underlying facts, the violations alleged and the requested remedy.
 - (a) The Departmental Director shall meet with the Union and/or with the Employee within ten (10) working days of the grievance being filed to discuss the grievance and discuss the Union and/or the employee's position.

(b) The Departmental Director shall render a written decision on the grievance within ten (10) working days after the meeting.

2. **Step 2:** If a grievance is not resolved in Step 1, the Union or the employee may appeal in writing to the City Manager within ten (10) working days from the date a decision was rendered in Step 1, above. The City Manager, or a designated representative, shall arrange a meeting with the Union and/or the Employee before rendering a decision. The decision shall be rendered within fifteen (15) working days of the filing of the appeal or after the meeting with the employee/Union, whichever is later. The City Manager's or their designee's response and decision shall be final and binding, except that the Union can pursue a legal challenge to such a decision in any appropriate forum, including any administrative agency, state or federal court and/or PERB, as appropriate.

ARTICLE 30: SEVERABILITY

If any article 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 to be 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. In the event that an article or section of this MOU is deemed to be null and void and of no further effect, the parties agree to meet and confer as soon as possible after the implementation of this provision to discuss its impact and remedial actions, if any.

ARTICLE 31: JOINT DRAFTING

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any legal construction or interpretation to be made of this MOU, the same shall not be construed against any party.

ARTICLE 32: FULL UNDERSTANDING

This MOU and any attached side-letters contains all the covenants, stipulations and provisions agreed upon by the parties and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety by this MOU. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained in this MOU herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the City and ratified by the membership of the Union. The waiver of any breach of any term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. It is the intent of the parties that this MOU be administered in its entirety in good faith during its full term.


The parties hereto have caused the Memorandum of Understanding to be executed this 6th day of November, 2024.

TEAMSTERS LOCAL 848

City of San Dimas



Jeremy Baltazar
Union Representative



Brad McKinney
City Manager

CLASSIFICATIONS
Base Pay Range Schedule as of 7/2024

<u>GENERAL UNIT</u>	<u>RANGE</u>	<u>MONTHLY SALARY</u>
Accounting Technician	57	27.77 – 33.76
Administrative Assistant	57	27.77 – 33.76
Building Permit Technician I	59	29.18 – 35.47
Building Permit Technician II	63	32.21 – 39.15
City Clerk Specialist	57	27.77 – 33.76
Departmental Assistant	53	25.16 – 30.58
Equipment Mechanic	59	29.18 – 35.47
Equipment Operator	60	29.91 – 36.35
Facilities Maintenance Worker I	55	26.43 – 32.13
Facilities Maintenance Worker II	59	29.18 – 35.47
Housing Services Coordinator	66	34.68 – 42.16
Landscape Maintenance Worker I	55	26.43 – 32.13
Landscape Maintenance Worker II	59	29.18 – 35.47
Management Aide	63	32.21 – 39.15
Recreation Coordinator	63	32.21 – 39.15
Street Maintenance Worker I	55	26.43 – 32.13
Street Maintenance Worker II	59	29.18 – 35.47
<u>MANAGER/SUPERVISOR UNIT</u>		
Building & Safety Manager	90	10,654 – 12,950
City Clerk	86	9,652 – 11,732
Code Compliance Supervisor	71	39.24 – 47.70
Engineering Manager	89	10,394 – 12,634
Facilities Maintenance Manager	86	9,652 – 11,732
Facilities Maintenance Supervisor	77	44.59 – 54.20
Housing Manager	85	9,417 – 11,446
Information Systems Manager	87	9,893 – 12,025
Landscape Maintenance Manager	88	10,141 – 12,326
Landscape Maintenance Supervisor	74	42.26 – 51.36
Planning Manager	89	10,394 – 12,634
Public Works Maintenance Manager	87	9,893 – 12,025
Public Works Maintenance Supervisor	71	39.24 – 47.70
Recreation Manager	89	10,394 – 12,634
Recreation Supervisor	72	40.22 – 48.89
Senior Management Analyst	78	7,922 – 9,629

PROFESSIONAL UNIT

Assistant Engineer	74	42.26 – 51.36
Associate Engineer	80	8,323 – 10,116
Assistant Planner	67	6,162 – 7,490
Associate Planner	73	7,146 – 8,686
Building Inspector I	71	39.24 – 47.70
Building Inspector II	75	42.44 – 51.59
Code Compliance Officer	63	32.21 – 39.15
Information Systems/GIS Administrative Analyst	73	41.23 – 50.11
Management Analyst	68	36.44 – 44.29
Public Works Inspector	71	39.24 – 47.70
Senior Planner	80	8,323 – 10,116
Senior Building Inspector	79	46.85 – 56.94

REGULAR PART-TIME

	RANGE	HOURLY RATE
Building Maintenance Aide	133	18.55 – 22.58
Intern	142	23.16 – 28.21
Management Analyst	159	35.25 – 42.92
Parking Enforcement Officer I	152	29.65 – 36.11
Parking Enforcement Officer II	155	31.92 – 38.89
Recreation Leader	129	16.80 – 20.46
Recreation Specialist	135	19.48 – 23.73
Senior Recreation Leader	133	18.55 – 22.58
Shooting Stars Director	142	23.16 – 28.21
Supervising Lifeguard	146	25.56 – 31.13