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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF RIALTO

AND

RIALTO CITY EMPLOYEES' ASSOCIATION

July 1, 2016
through
June 30, 2017

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF RIALTO
AND
THE CITY OF RIALTO CITY EMPLOYEES' ASSOCIATION

The following provisions constitute the agreements reached by the City of Rialto (**City**) and the City of Rialto City Employees' Association (**Association**) during recent negotiations. Provisions contained in prior Memoranda of Understanding for general employees not set forth or modified below will remain in full force and effect.

This Memorandum of Understanding sets forth wages, hours, and other terms and conditions of employment resulting from past and present engaging of the meet and confer process by the parties. The wages, hours, and other terms and conditions of employment of Association members are set forth in this MOU and in any other written City document which do not conflict with this MOU. In those cases where there is a conflict, the provisions of this MOU shall prevail.

The City and Association have agreed to the following modifications in the current Memorandum of Understanding:

PREAMBLE

This Memorandum of Understanding (**MOU** or **Agreement**) is entered into with reference to the following facts:

A. The City of Rialto City Employees' Association is the recognized employee organization for all general personnel employed by the City of Rialto for the classifications designated in Article 50 (**Bargaining Unit or Unit**).

B. In the interest of maintaining harmonious relations between the City and its employees, authorized representatives of the City and Association have met and conferred in good faith exchanging various proposals concerning wages, hours, and other terms and conditions of employment of affected employees; and

C. The authorized representatives of the City and the Association have reached agreement as to certain changes in wages, hours, and other terms and conditions of employment of the affected employees that shall be submitted to the City Council of the City for adoption and implementation of its terms and conditions by appropriate ordinance, resolution, or other lawful action.

Therefore, the City and the Association agree that, subject to adoption and implementation by the City Council of the City, the wages, hours, and other terms and conditions of employment for the affected employees shall be as follows:

ARTICLE 1
TERM OF AGREEMENT

The term of this agreement shall be from July 1, 2016 to June 30, 2017.

ARTICLE 2
WAGES

The salary ranges for classifications within the Bargaining Unit are set forth in Appendix A.

ARTICLE 3
BILINGUAL PAY

The City shall pay one hundred dollars ($100) per pay period in those cases where the bargaining unit employee has successfully passed the City-mandated conversational Spanish examination and is certified bilingual, as set forth below.

Under this Article, it is recognized by the parties that bilingual capability benefits the City and its residents to varying degrees, depending upon the classification held by the bilingual employee. Therefore, the Director of Administrative and Community Services, or designee, shall be granted sole discretion to certify those bilingual applicants who occupy a classification where his/her bilingual capabilities can be reasonably expected to provide a contribution to the general welfare of the community. The decision of the Director of Administrative and Community Services, or designee, shall not be subject to any administrative or civil appeal and shall not be deemed to have punitive impact upon any classified employee.

ARTICLE 4
RETIREMENT

A. Employee Contribution

"New Members" (as defined in Government Code Section 7522.04(f), or its successor), hired by the City prior to July 1, 2013, will pay six and three-quarters percent (6.75%) of their salary towards the Public Employees' Retirement System (PERS) costs. These New Members agree to pay one and one-quarter percent (1.25%) additional employer-side cost sharing above the minimum employee required contribution.

"New Members" hired on or after July 1, 2013, will pay eight percent (8%) of their salary towards PERS costs.

All employees who are not "New Members" will pay eight percent (8%) of their salary towards PERS costs.

B. Benefit Formula

Employees hired after January 1, 2013, who are "new members" (as defined in Government Code Section 7522.04(f), or its successor) shall be enrolled in the Public Employees Retirement System 2% at age 62 Plan. All other employees will be enrolled in the 2.7% at age 55 Plan.

C. Level 4 Survivor Benefit

The City shall contribute $1.45 towards the employee's monthly cost for this benefit.

ARTICLE 5
DEFERRED COMPENSATION

The City shall sponsor a deferred compensation plan which shall be available to employees on a voluntary basis.

All employees will have access to contribute through payroll deduction to the 457 Deferred Compensation Plan, subject to City Council modifications of the plan as authorized by federal and state laws.

In addition, the City shall contribute the following amounts towards an employee's deferred compensation plan, based on an employee's length of service with the City:

Years of City Service	City's Contribution Amount
5 years through 9 years	$300/month
10 years or more	$600/month

ARTICLE 6
CAFETERIA BENEFIT PLAN

A. Employees in the Bargaining Unit shall be provided with a Cafeteria Plan that will be administered by the City pursuant to Section 125 of the Internal Revenue Code.

B. Employees have the choice of applying Cafeteria Plan dollars to purchase health, vision, and/or dental benefits provided through City plans for themselves and any dependents. Any amount not used to purchase such benefits shall be taken by the employee in taxable cash or in deferred compensation. The employee may also choose to opt out of the Cafeteria Plan as outlined in Section D.

C. The City's contribution to the Cafeteria Plan for each employee of the Bargaining Unit will be one thousand three hundred dollars ($1,300) per month to go towards the employee's contributions for Health, Vision, and Dental insurance premiums.

D. The opt out provision will allow employees to receive a dollar amount that is not utilized to purchase any of the health, vision, or dental benefits through the City, which said dollar amount is up to one thousand one hundred dollars ($1,100) for each employee. Documentation is required to verify that the employee is receiving group insurance through his or her spouse's ('Spouse' includes registered domestic partners throughout this MOU so long as required by California law) plan or group insurance through his or her parent as an eligible dependent before the employee may opt out. Employees may use some of the amount for benefits, with any unused amount of the City's contribution to the Cafeteria Plan as taxable cash or have said amount placed into a deferred compensation plan.

ARTICLE 7
RETIRED EMPLOYEES HEALTH INSURANCE

Retirees are not eligible for the full Cafeteria Plan amount. Retirees, however, shall retain all current CalPERS health benefits.

The City shall contribute to the retired employees PERS Health plan according to the following schedule:

Retiree Only	$279.25/month
Retiree + 1	$558.49/month
Retiree +2 or more	$726.04/month

The City's contribution amounts above for retirees, and the City's contribution amounts provided in Article 6 for employees, include the Public Employees' Medical and Hospital Care Act statutory minimum insurance amount required under Government Code Section 22892(B)(2) (which is currently $125 per month as of 2016) for each retiree and employee enrolled in CalPERS.

The City shall not reimburse Medicare premiums for employees or retirees.

Retirees and dependents must meet the definition of "annuitants" as defined by PERS.

Eligible retirees who move out of state will have the option of continuing enrollment in a City plan that serves their new service area. If none of the City's plans are available in the service area, the retiree is responsible for enrolling in a health insurance plan. The retiree will be responsible for making payments directly to the insurance company and submitting receipts for reimbursement on a monthly basis to the City. The City will limit the reimbursement amount to the rate paid by the City in accordable with the above scale. Retirees must show proof of insurance and payment. (Monthly reimbursements will be processed as long as it is allowable by CalPERS).

ARTICLE 8
[RESERVED]

ARTICLE 9
[RESERVED]

ARTICLE 10
INCOME PROTECTION INSURANCE

The City shall contribute one hundred percent (100%) of the premium annually for income protection insurance for general employees.

ARTICLE 11
LIFE INSURANCE

The City will pay the cost of employee and dependent life insurance coverage at the following levels:

Employee	$50,000
Spouse	$10,000
Registered Domestic Partner (so long as required by California law)	$10,000
Children	$5,000

ARTICLE 12
BENEFIT CONTINUATION

For employees who are on an approved medical leave, the City will continue the benefits of Article 6 for 90 days after an employee has used all available paid leave with the understanding that, upon the employee's return to work, a repayment plan will be established for all amounts advanced by the City. If the employee does not return to work after 90 days, partial repayment will be taken from employee's final check and the balance will be billed by Accounts Receivable. To be eligible for this provision, the employee must have completed his/her initial probationary period. This is applicable to medical leave for employee only and cannot be used for immediate family illness.

Notwithstanding the foregoing, for an employee on medical leave under the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), or Pregnancy Disability Leave (PDL), the City shall maintain and pay for an employee's coverage under a group health plan on the same terms and conditions as coverage would be provided if the employee were not on leave, to the extent required by statutory law.

ARTICLE 13
SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security Program, the parties agree to immediately open the meet and confer process as to any and all matters within the scope of representation. In the event the City and its employees are required to participate in the Federal Social Security Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof unless otherwise mutually agreed to by the parties.

ARTICLE 14
MEDICARE

Employees hired by the City on or after April 1, 1986, shall be required to pay the designated employee contribution to participate in the Medicare Program.

In the event the City and its employees are required to participate in the Federal Medicare Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof unless otherwise mutually agreed to by the parties.

ARTICLE 15
[RESERVED]

ARTICLE 16
STATE DISABILITY INSURANCE

The City shall not be liable to the Association, employees, or any other persons by reason of the requirements of this Article for the remittance of any sum other than that constituting actual deductions made from employee wages earned. The Association shall hold the City harmless for

any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason or action taken or not taken by the City under this Article.

ARTICLE 17
SICK LEAVE

A. Sick Leave Use

Earned and accumulated sick leave may be utilized by the affected employee in those circumstances where the employee is incapacitated from performing the essential duties of his or her position. Additionally, sick leave may be utilized by an affected employee to care for a seriously ill member of the immediate family. Except as otherwise provided for in this Article, immediate family is defined as grandparents, wife, husband, father, mother, brother, sister, children or step-children, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or parents-in-law of the employee. Such sick leave usage shall not exceed a total of six (6) cumulative working days (60 hours) in any fiscal year.

Unless otherwise prohibited by law, the employee shall exhaust accrued sick and vacation leave concurrent with FMLA/CFRA leave, when on leave for the employee's own serious health condition or to care for a parent, spouse, registered domestic partner (wherever spouse, wife or husband is used in this MOU it shall include registered domestic partner as required by California law) or child with a serious health condition.

Note: For all accruals, usages, on-call pay, etc., whenever a day is referenced, a day shall be defined as ten (10) hours.

B. Sick Leave Accumulation

Sick leave is accumulated at the biweekly rate of 4.62 hours equivalent to one hundred twenty (120) hours per year. Time is charged against the employees sick leave account on an hour-for-hour basis to the nearest quarter hour. There is no maximum accrual balance on this benefit.

C. Sick Leave Cash Out

All unit members having a minimum of three (3) years of service shall be eligible to cash out up to one hundred sixty (160) hours of vacation and/or sick leave, combined, per fiscal year. The cash-out may be taken in any increment amount up to 160 hours and at any time during the fiscal year, as long as such cash-out shall not deplete the employee's accrued sick leave below one hundred ten (110) hours at the time of cash-out. The cash-out shall be at the employee's current salary rate at the time of cash-out and shall be deducted from his/her accumulated sick leave. (See Article 19(D).)

D. Pay on Termination

Employees who terminate shall be paid at their current hourly rate for their accumulated and unused sick leave as follows:

Years of City Service	Percentage to Be Paid
5 years through 9 years	35%
10 years through 14 years	55%
15 years through 19 years	65%
20 years or more	100%

Employees who are terminated for cause shall not be eligible for any benefits under this provision.

E. Workers' Compensation Insurance and Sick Leave

General employees may use accumulated but unused sick leave while on an absence due to an industrial injury in addition to any workers' compensation payment; the combination of the two shall not exceed one hundred percent (100%) of the employee's normal pay.

F. Sick Leave Conversion

Employees may convert up to forty (40) hours of accrued sick leave per fiscal year to floating holiday time. Upon conversion, employees must follow the same approval process for the time off as is applicable to floating holidays.

G. Medical Certification

Where an employee's record of sick leave usage reasonably leads the Department Head to believe that the employee is using sick leave for purposes other than those authorized herein, or abusing sick leave, i.e. pattern or frequency of absences, the employee shall be counseled regarding the proper use of the sick leave benefit and referred to the City's employee assistance program as appropriate.

If the employee's use of sick leave fails to improve, the Department Head may require the employee to provide medical verification/documentation of illness based upon actual diagnosis of measurable or observable indications of illness which incapacitate the employee from performing his/her job. The Director of Administrative and Community Services, or designee shall have the final review and determine if a medical release is required of the employee.

Said requirements shall continue until such time as the employee's record of sick leave usage demonstrates the appropriate use of sick leave.

Failure by the employee to provide required verification/documentation may result in denial of sick leave and constitute cause for disciplinary action.

ARTICLE 18
BEREAVEMENT LEAVE

Any eligible employee who is absent from work by reason of death in the immediate family may be allowed a leave of absence with full pay. Such leave shall not exceed a total of four (4)

cumulative working days (40 hours) per occurrence in any fiscal year. Such leave shall not be deducted from the employee's sick leave. Such leave must be approved in advance and will be granted only in accordance with existing policies and practices.

For purposes of this article, "immediate family" is defined as wife, husband, domestic partner (so long as required as required by California law), (step-) mother, (step-) father, (step-) grandparents, (step-) brother, (step-) sister, (step-) children, (step-) grandchildren, (step-) brother-in-law, (step-) sister-in-law, (step-) son-in-law, (step-) daughter-in-law, or (step-) parents-in-law of the employee.

ARTICLE 19
VACATION ACCRUAL ACCOUNTING

A. Generally

No employee shall be granted vacation time he/she has not earned.

B. Vacation Leave Maximum

All employees may accrue a maximum of five hundred (500) vacation hours. No hours in excess of 500 will be accrued or paid to the employee. Employees who are denied vacation requests due to City staffing needs such that they reach the ceiling shall request to be cashed out up to twenty (20) hours so that they do not lose potential future accrual.

C. Vacation Leave Accrual

Vacation leave will be earned at the following rate for all regularly-scheduled hours actually worked, for City-declared holidays as specified in Article 20 of the MOU, vacation, CTO, paid military leave, paid jury duty, sick leave and bereavement leave.

Years of City Service	Hours Earned
0 years through 4 years	3.85/pay period
5 years through 10 years	5.38/pay period
11 years or more	6.92/pay period

D. Vacation Leave Cash Out

All unit members having a minimum of three (3) years of service shall be eligible to cash out up to one hundred sixty (160) hours of vacation and/or sick leave, combined, per fiscal year. The cash-out may be taken in any increment amount up to 160 hours and at any time during the fiscal year, as long as such cash-out shall not deplete the employee's accrued vacation leave below eighty (80) hours at the time of cash-out. The cash-out shall be at the employee's current salary rate at the time of cash-out. (See Article 17(C).)

ARTICLE 20
HOLIDAYS

A. The following is the schedule of holidays granted to employees:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents' Day	Thanksgiving Day
Cesar Chavez Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Three (3) Floating Holidays (see below)

B. Holidays that fall on a Friday or Saturday will be observed on the proceeding Thursday; holidays that fall on a Sunday will be observed the following Monday.

C. The floating holidays, at ten (10) hours each, will accrue on July 1 of each year. If an employee has not completed six months of employment on July 1, the floating holiday hours will be credited following completion of six months of employment. Floating holiday hours may be used in fifteen (15) minute increments. Floating holiday hours may accumulate but must be used or forfeited prior to termination; no pay off at termination.

D. If a holiday falls on any employee's regularly scheduled day off, the employee shall take a day off during the week of the holiday either before or after the holiday with the approval of the department head.

E. Holiday Closure. During the week of Christmas Eve through New Year's Day, the City offices will be closed. Employees may utilize accrued vacation or compensatory time off in addition to the holidays, in order to receive full pay for the week.

Alternatively, during the Holiday Closure, an employee may choose to perform special projects or other additional duties for the City. Any special projects or additional duties during the Holiday Closure shall first be approved by City Administrator based upon Department Head recommendation prior to performing the special projects or additional duties. The employee shall not be entitled to, and the City Administrator shall not approve, any special projects or other additional duties that will result in the payment of overtime compensation to the employee during the Holiday Closure. In no event shall the special projects or additional duties result in any additional acting pay, on-call pay, call out pay, or promotional pay that the employee would not otherwise be entitled to receive during the Holiday Closure.

ARTICLE 21
OVERTIME COMPENSATION

A. In lieu of receiving paid overtime, an employee may elect to receive compensatory time. A maximum of one hundred twenty (120) hours (80 hours x time and one-half) may be accumulated. Once the 120-hour maximum accrual has been attained, any overtime worked above and beyond that shall be paid overtime, as long as the employee has 120 hours of compensatory time on the books. Upon the employee electing to accumulate overtime in terms of compensatory time off, the employee shall not have the option of cashing out said time unless or until the employee separates from City service.

B. Overtime shall be paid to employees in accordance with the Federal Fair Labor Standards Act (FLSA). Overtime pay shall be paid for hours worked (except as set forth below) by an employee in excess of forty (40) hours in a workweek.

For purposes of calculating entitlement to overtime, the total hours worked in a workweek shall include up to twenty (20) total hours of any combination of sick leave, vacation leave, and City-paid holidays, but shall not include any paid leaves of absence, workers' compensation leave, military leave, bereavement leave, or jury duty leave time.

ARTICLE 22
ACTING PAY

A. The acting pay rule shall apply only to vacant, higher budgeted positions after eighty (80) continuous working hours as determined by the department head. After an employee works in a higher position for 80 consecutive hours, he/she will be compensated at the current range of the acting classification. Such increase must be at least five percent (5%) above their current pay.

B. Employees must be qualified to meet the minimum requirements and to perform those duties normally performed by the incumbent of the higher position.

C. "Vacant position" is defined as any position which is vacant due to termination, dismissal, incumbent on sick leave or vacation beyond 80 consecutive working hours, or a newly created position which is not filled.

ARTICLE 23
ON-CALL PAY

Any employee designated by a department head to be on-call off duty shall receive on-call pay. Employees shall be compensated two (2) hours at time and one-half per day when designated to be on-call during off duty hours.

In addition, the supervisor shall be the first person contacted by the City's answering service or public safety departments. In the event, the City's answering service or another department contacts the employee on call duty because of an inability to reach a supervisor, the employee on call duty shall receive two hours call out pay if travel to the work site is required.

Note: For all accruals, usages, on call pay, etc., whenever a day is referenced, a day shall be defined as ten (10) hours.

ARTICLE 24
CALL OUT PAY

Employees shall receive a minimum of two (2) hours call out pay if called out by the department head or the designee. A "call out" exists when the employee is required to commence traveling to the designated work site, only so long as the "call out" commences after conclusion of the employee's regularly scheduled work shift and greater than two (2) hours prior to commencement of the employee's regularly schedule work shift.

ARTICLE 25
PROMOTIONAL PAY

Upon promotion, employees will receive a minimum increase of five percent (5%) in base salary.

ARTICLE 26
WATER CERTIFICATION PAY

The City and the Association mutually agree to provide a five percent (5%) equity adjustment to all water department employees required to have state mandated water certifications effective January 1, 2004.

ARTICLE 27
SELF IMPROVEMENT INCENTIVES - BENEFIT ELIGIBILITY

The City and Association recognize the importance and desirability of creating self-improvement incentives to motivate employees to upgrade their skills and develop their careers, resulting in mutual benefits to the employee and City. It is agreed by the parties that these objectives can best be met through special training and continuing higher education. To this end, Educational and Tuition Reimbursement incentives are established. Employees are eligible to receive either the Educational Incentive or Tuition Reimbursement pay as provided in this article but shall not be eligible to receive both at the same time. Employees will have the opportunity to select between these two choices as their educational goals are being achieved.

Employees will not be able to change between these choices for a twelve (12) month period. An employee who selects to use Tuition Reimbursement will be unable to change to the Educational Incentive until a twelve (12) month period has elapsed. The twelve (12) month period for Tuition Reimbursement starts the first day an employee attends school after requesting the incentive.

Tuition Reimbursement

A. Up to two thousand five hundred dollars ($2,500) per fiscal year of expenses for tuition is available as follows:

   1. Tuition reimbursement for a grade "C" or better, up to a maximum of $2,500 shall be reimbursable in any year for certain college level classroom courses taken.

   2. Pass-Fail classroom courses will be treated as having received a grade of "C" if a mark of "Pass" is achieved.

B. Classroom courses must be taken through an accredited college or university and must be job- or degree goal-related, and must have the prior approval of department head. The department head's determination as to job-relatedness is not subject to administrative challenge.

C. Reimbursement shall be payable only after successful completion of the course(s).

D. The purpose of this Article is to provide assistance to those seeking job-related, college level education. Those classes that are specifically related to or are in preparation for another profession are barred from consideration for reimbursement. It is the responsibility of the employee to demonstrate the job-relatedness of any class where there is a concern as to the purpose of taking the class. No reimbursement consideration will be given for credit given by an institution solely for life experience. Home study, television, or mail order courses do not qualify for reimbursement under this Article.

Educational Incentive

A. ASSOCIATES OF ARTS DEGREE: An employee who has completed the probationary period and has attained an Associate of Arts or Science degree from an accredited college shall receive an additional three percent (3%) of his/her regular base salary.

B. BACHELOR OF ARTS DEGREE: An employee who has completed the probationary period and has attained a Bachelor of Arts or Science degree from an accredited college shall receive an additional five percent (5%) of his/her regular base salary.

C. MASTER'S DEGREE: An employee who has completed the probationary period and has attained a Master's degree from an accredited college shall receive an additional seven and one-half percent (7.5%) of his/her regular base salary.

D. The purpose of this Article is to reward employees for their achievement of degrees in higher education. Degrees attained strictly based on life experience, home study, or from non-accredited institutions shall not be eligible for this incentive. These educational incentives only apply if the employee has a degree higher than required for their current classification. The educational incentives are not cumulative.

ARTICLE 28
CHILD CARE

The City shall provide a ten percent (10%) subsidy to those employees utilizing its child care facilities. The City reserves the sole and exclusive right to assign a location at any of its child care facilities. Such decision shall be final and binding.

ARTICLE 29
UNIFORMS AND PERSONAL SAFETY EQUIPMENT

A. For all positions in the Public Works Department (maintenance and utilities divisions, except for clerical positions), employees so classified shall be required to wear uniforms as required and prescribed by the City.

B. For employees required to wear uniforms, the City shall continue to provide nine (9) shirts and nine (9) pants. The City shall continue current practice with respect to cleaning of such uniforms.

C. The City shall continue its practice with respect to paying for the tempering of prescription glasses, the employee to continue to pay for any such glasses and prescription.

D. For employees required to wear safety boots, said boots shall have steel reinforced toes and insteps and bear the official stamp of approval from the American National Standards Institute (ANSI), z-41. Upon verification by the division superintendent or his/her designee that wear and tear requires replacement of a pair of safety boots or of a second backup pair of safety boots, safety boots will be replaced on an as-needed basis provided the employee turns in the worn pair of City-issued boots and submits purchase receipts for a cost not to exceed two hundred dollars ($200) per each pair and proof of meeting ANSI, z-41 standards. Employees shall be fitted on their own time and be responsible for ensuring proper fit, so that in the event of a necessary exchange, such action will be handled in a timely manner with the manufacturer and/or vendor. If there is a dispute between the employee and the division superintendent as to the need for boot replacement, the dispute may be submitted by the employee to the Safety Committee. Such dispute shall be filed in writing with copies to the Director of Administrative and Community Services, or designee and the department head within ten (10) calendar days of the division superintendent's adverse decision. The decision of the Safety Committee is final and binding.

E. The City shall purchase cold weather jackets for employees designated as field personnel* with approval by Department Head.

F. For field personnel*, the City shall provide nine (9) t-shirts per year as part of their uniform. The Supervisors and Managers in the Public Works Department and Community Services Department will determine the color and style as well as which employees constitute field personnel*.

*For purposes of this paragraph, the definition of "field personnel" includes the Facilities Maintenance Assistant in the Community Services Department but does not include the employee classifications listed under Article 29, Section A.

ARTICLE 30
UNIFORM ALLOWANCE

A. Employees in the following classifications shall receive one thousand dollars ($1,000) per year for uniform allowance, paid semiannually in arrears: Code Enforcement Officer, Emergency Medical Services Quality Improvement Coordinator, Fire Inspector, Fire Prevention Specialist, Senior Office Specialist at the Fire Department, and Animal Licensing Inspector.

B. Employees in the following classifications shall receive five hundred dollars ($500) per year for uniform allowance, paid semiannually in arrears: Building Inspector, Senior Building Inspector and Lead Building Inspector.

ARTICLE 31
PAY PERIOD

A two-week period constitutes the City's pay period. However, the City's pay period is not necessarily identical to the FLSA mandated "work period."

ARTICLE 32
SALARY RATES AND STEP ADVANCEMENT

A. Employees shall be paid in accordance with the Wage and Salary Plan.

B. Each employee shall be assigned to an appropriate classification and salary step in the Wage and Salary Plan. Thereafter, advancement in said Plan shall be governed by the terms and provisions of this Agreement and applicable City resolutions.

The Wage and Salary Plan establishes the classification of employees and the range of salary for each classification on a step basis as therein set forth. Advancement on the salary plan shall progress as follows:

Step 1: Shall be for a period of six (6) months of continuous service within the step. At the completion of six (6) months within Step 1, an employee shall progress to Step 2, as provided in this Article.

Step 2: Shall be for a period of six (6) months of continuous service within the step. At the completion of six (6) months within Step 2, an employee shall progress to Step 3, as provided in this Article.

Step 3: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 3, an employee shall progress to Step 4, as provided in this Article.

Step 4: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 4, an employee shall progress to Step 5, as provided in this Article.

Step 5: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 5, an employee shall progress to Step 6, as provided in this Article.

Step 6: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 6, an employee shall progress to Step 7, as provided in this Article.

Step 7: Is the top (final) step in the Wage and Salary Plan.

C. All advancement in the classification plan to a next higher step upon completion of the minimum length of service required for advancement shall be on a step basis. However, the City reserves the right to extend the time an employee must remain within a step due to unsatisfactory performance, or due to extended or substantial periods of absence from service by the employee. Such advancement shall be granted for continuous and satisfactory service by the employee in the performance of duties, as set forth in the employee's class, based upon the employee's entire performance. The City shall attempt to inform the employee prior to the evaluation, if the employee's work is unsatisfactory, and the employee is in danger of not receiving an increase, based upon the evaluation.

D. For newly hired employees, the City reserves the right to determine at what step such newly hired employees shall be placed.

ARTICLE 33
PERFORMANCE EVALUATION

A. Standards of Performance

Performance evaluation standards shall be based upon the quantity and quality of work which the average person thoroughly trained and industriously engaged can turn out in a day and shall be in accordance with other existing standards.

B. Employee Evaluation Reports

The system of employee evaluation reports shall permit as accurately and fairly as is reasonably possible the evaluation by his/her supervisor and department head of each employee's performance. Ratings shall be set forth in an employee evaluation report, a form which shall be provided by the Director of Administrative and Community Services, or designee. The Director of Administrative and Community Services, or designee shall administer the evaluation system, may investigate all employees' evaluation reports, and may require reporting officials to justify their reports and make his/her own reports. Upon completion of an evaluation report, the responsible department head shall discuss such report with that employee, shall counsel the employee regarding apparent weaknesses or deficiencies or regarding recommended action to improve the employee's performance in his current job assignment or potential promotability and shall record the employee's reaction and comments. Issues contained in the performance evaluation that reflect substandard job performance by the employee will be issues that have been previously discussed with the employee by the supervisor. To allow the employee sufficient time to improve performance, it is expected that job performance concerns will generally be discussed with the employee at the earliest possible opportunity, but no later than sixteen (16) work days after the time when the first come to the attention of the supervisor. The department head shall require the employee's acknowledging signature and shall provide the employee a copy of the report. It is understood that the employee's signature does not necessarily indicate agreement with the evaluation report content or ratings.

C. Time of Filing Evaluation Reports

Annually, on the employee's anniversary date of employment or promotion, supervisors and department heads will complete the report of performance on each employee under their supervision. This form shall be provided by the Director of Administrative and Community Services, or designee. Reports will be made in triplicate; one copy is for the department head, the original will be filed in the employee's personnel file in the Human Resources Office, and the triplicate given to the employee. Reports will not be filed for temporary employees.

D. Purpose

Employee evaluation reports shall be considered in determining salary increases and decreases, the advisability of transfers, demotions, and dismissals, and in promotional examinations.

E. Unsatisfactory Service

Records of unsatisfactory service may lead to reduction in class and compensation, and persons falling below the standards of efficiency may be removed from their positions substantially as in the case of removals for cause. Unsatisfactory service records shall be reported to the Director of Administrative and Community Services, or designee and the department head.

F. Employee Review

An employee shall have the right to review his/her personnel file upon reasonable prior notice by the employee to the Human Resources Department. If a grievance has been filed on behalf of an employee or employees, an Association representative may review such employee's personnel file provided the employee has given the Director of Administrative and Community Services, or designee prior written approval for such Association representative to do so.

ARTICLE 34
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a written allegation by an employee within the bargaining unit alleging that the employee has been adversely affected by a violation of specific written provisions of this MOU or of written rules, regulations or procedures affecting terms and conditions of employment. Grievances shall not be utilized to challenge the agency's exercise of its authorities set forth in Article 40 AGENCY AUTHORITY of this MOU. Additionally, by virtue of entering into this MOU, the parties agree that no matters, whether labeled as grievances, "complaints," or otherwise, may be appealed to any other administrative entity or body except as described herein. Further, the grievance procedure shall not be utilized to challenge or change the policies of the City whether they be written or otherwise. Additionally, performance evaluation reports and reprimands, whether written or verbal, are not subject to the grievance procedure.

2. Unless otherwise stated, a "day" is a day in which the City Hall is open for business.

3. Representative(s) - A representative is a member of the unit, association representative(s), or legal counsel who shall represent any party in interest at his/her election.

4. Grievant - Any unit member.

B. Informal Meeting

Any unit member(s) alleging a grievance shall meet with his/her immediate supervisor with the objective of resolving the matter informally. The unit member(s) may have a representative present with him/her at this informal meeting. Request for such meeting shall occur within ten (10) days after the occurrence of the act or omission giving rise to the grievance or ten (10) days after the grievant knew or reasonably should have known about the act or omission, whichever is later.

C. Formal Level I: Department Head or Designee

1. In the event the grievance is not resolved at the informal meeting, within ten (10) days of the informal meeting the grievant may submit the grievance as a formal written grievance to the department head or his/her designee. If the grievant has not submitted a written grievance within this time period, the grievance will be deemed to have been resolved.

2. Within ten (10) days after receipt of the written grievance by the department head, a personal conference with the other party shall take place upon the request of either the grievant or the department head. Within fifteen (15) days after receipt of the grievance or ten (10) days after the date of the Level I meeting, whichever is later, the department head or his/her designee shall render a written decision to the grievant and shall transmit a copy to the Association.

3. In those cases where a "grievance" regards a disciplinary proceeding which is both subject to the grievance procedure and which constitutes a proposed deprivation of property giving rise to a pre-disciplinary proceeding in accord with Skelly vs. State Personnel Board, the subject employee shall commence his/her grievance at this Level I. The proceeding before the department head or designee shall constitute both an exhaustion of the Level I grievance and provision of any due process-mandated pre-deprivation proceeding.

D. Formal Level II: City Administrator or Designee

1. If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision is rendered within the designated time period in Level I, the grievant may forward the written grievance to the City Administrator or his/her designee within ten (10) days after the decision at Level I or twenty (20) days after the grievance was presented to the department head or designee, whichever is later.

2. Within ten (10) days after receipt of the written grievance by the City Administrator, a personal conference with the grievant shall take place upon the request of the grievant or the City Administrator. Within fifteen (15) days after receipt of the grievance or ten (10) days after the date of the Level II meeting, whichever is later, the City Administrator or his/her designee shall render a written decision to the grievant and shall transmit a copy to the Association.

3. Copies of the City Administrator's decision shall be filed in the employee's personnel file, unless the matter involved discipline and the discipline was not upheld by the City Administrator.

4. For all non-disciplinary procedures and grievances, the decision of the City Administrator shall be final and binding.

E. Formal Level III: Binding Arbitration

Binding Arbitration shall be available for disciplinary actions only, but not including verbal or written reprimands.

1. If the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision is rendered within the designated time period, a grievant may forward a written grievance to the Director of Administrative and Community Services, or designee, proposing that binding arbitration be undertaken.

2. Said written grievance request for convening of binding arbitration shall be considered timely only if received by the Director of Administrative and Community Services, or designee no later than ten (10) days after service by the department head/designee of the Level II decision or twenty (20) days after the grievance was presented to the department head or designee, whichever is later. Said request for arbitration shall set forth a detailed statement by the grievant containing all facts then known to the grievant which support his/her claim for an appeal. A general or specific denial of wrongdoing or claim of misconduct shall not be sufficient. The arbitration proposal shall be signed by the grievant. Signature by a representative shall be insufficient.

3. Within ten (10) calendar days of receipt by the Director of Administrative and Community Services, or designee of a timely grievance, the parties shall confer by writing, telephone or in person, as regards selection of a mutually agreeable arbitrator. If said meeting either does not occur of if said meeting does not result in the selection of an arbitrator, then within fifteen (15) calendar days of receipt by the Director of Administrative and Community Services, or designee of the timely grievance, the Director shall mail to the State Mediation and Conciliation Service, a request that a list of seven (7) qualified potential arbitrators be sent jointly to the grievant and to the City.

4. Within ten (10) calendar days of mailing by the State Mediation and Conciliation Service of such list, the parties shall by telephone or other mutually acceptable means, select an arbitrator by means of alternate striking of names until one name remains. Said individual shall be the arbitrator. Determination of which party shall make the initial strike shall be by lot.

5. Within five (5) calendar days of said selection process being completed, the Director shall mail written notice to the State Mediation and Conciliation Service of the identity of the individual mutually selected to hear the grievance matter.

6. The hearing shall commence on a date mutually agreeable to the parties and to the arbitrator, but in no case greater than one hundred twenty (120) calendar days after selection of the arbitrator, unless otherwise mutually agreed to by the parties.

7. In those arbitration proceedings which are non-disciplinary, the burdens of proof and production of evidence shall be upon the grievant. The ultimate issues in such cases shall be whether or not proof by a preponderance of the evidence supports a finding that a specific written section of the MOU and/or rules and regulations affecting terms and conditions of employment, has been violated, and if so, the nature of the appropriate remedy.

8. In those cases regarding disciplinary matters involving the deprivation of property, the burdens of proof and production of evidence shall be upon the department and shall be by a preponderance of the evidence. In such cases, the ultimate issues shall be as follows:

   a. Does a preponderance of the evidence support a finding that misconduct did occur?

   b. If so, was the disciplinary decision a reasonable exercise of the discretion vested in the appointing authority?

      i. If yes, the discipline shall be sustained.

      ii. If no, the discipline shall be subject to modification.

9. a. All arbitration hearings shall be closed to the public unless the employee requests, in writing, no later than five (5) calendar days before the hearing, that the hearing be open.

   b. Subpoenas (no subpoenas duces tecum) shall be issued by the arbitrator at the request of either party. State civil rules governing the issuance and validity of subpoenas shall also govern the issuance and validity of subpoenas issued herein.

   c. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions. Irrelevant and unduly repetitious evidence shall be excluded.

   d. The hearing shall proceed in the following order:

i) The department imposing discipline shall be permitted to make an opening statement.

ii) The appealing party shall then be permitted to make an opening statement.

iii) The department imposing disciplinary action shall produce the evidence on its behalf.

iv) The party appealing from such disciplinary action may then offer his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted.

v) The parties may then, in the above order, respectively offer rebutting evidence, unless the arbitrator for good cause, permits them to reopen and offer evidence in their case in chief.

vi) Oral closing arguments shall be permitted. Written briefs may be permitted at the discretion of the arbitrator. The department shall have the right to open the oral closing arguments followed by the employee. The department shall then have the right to reply.

vii) The order of presentation and burdens of proof shall be reversed in those cases where non-disciplinary grievances are heard.

10. The arbitrator shall determine relevancy, weight, and credibility of testimony and evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the arbitrator, for good cause, otherwise directs. However, both parties shall be permitted to designate an investigator or assistant to be present at the hearing, even if such person is or may be a witness. The arbitrator shall render judgment as soon after the conclusion of the hearing as possible but in no event later than thirty (30) calendar days after submission of closing arguments. The decision shall set forth which charges, if any, are sustained and the reasons therefore. The decision shall set forth findings of fact and conclusions of law. The arbitrator's decision shall be binding.

11. The City shall bear the cost of a mandatory court reporter. The City shall bear the cost of transcripts that are required by the arbitrator. Each party shall bear its own costs where the ordering of transcripts is a voluntary act. Each party shall bear its own witness and attorney fees. Additionally, each party shall equally share all fees and costs billed by the arbitrator.

13. It is specifically agreed and acknowledged by the parties that failure by the grievant to strictly comply with the time limitations for taking action in connection with review of a grievance, shall be considered a jurisdictional defect and shall result in a waiver by the grievant of any and all appeal rights, regardless of how brief or minimal is the failure to comply with the time limitations. The department shall not be required to show or prove the suffering of any prejudice as a condition

precedent to strictly enforcing the time limitations described herein. In any case where the department or City does not strictly comply with the time limitations described herein, then the grievant's remedy shall be movement of the grievance process to the next higher level. In no case shall failure by the department/City to comply with the time limitations described herein, result, in and of itself, in a finding adverse to the department/City.

14. In any case where a party or potential party disputes the arbitrability/jurisdiction of a grievance, said dispute shall not be resolved by the arbitrator, but shall be first resolved through civil proceedings.

F. General Provisions

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process.

2. Failure by the grievant to meet any of the specified time lines shall constitute a withdrawal of the grievance. Failure by the City to meet any of the specified time lines shall entitle the grievant to appeal the next level of review.

3. The time specified, however, may be extended by mutual consent.

4. The grievant is entitled to representation of his/her choice at any point in the grievance procedure.

5. Any member of the unit may at any time present grievances to the employer and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment is not inconsistent with the terms of this contract; provided that the City shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

6. Neither party shall take reprisals against any member of the Association, Association representative, management person, or any other participant in the grievance procedure by reason of such participation.

ARTICLE 35
LAYOFF PROCEDURE

The City shall maintain its current policy with respect to layoff, as contained in Layoff Resolution 2495.

A. Definition of Layoff

Layoff is the involuntary separation or reduction of a regular employee to a position in a lower classification without fault of the employee.

B. Cause of Layoff

1. A function is to be discontinued, curtailed, or mechanized.

2. Reorganization.

3. Budget reductions.

4. Termination or decrease in funds and/or materials for projects or programs.

5. The mandatory reinstatement of an employee.

C. Layoff Policy

1. Wherever possible, loss of employment for regular City employees shall be avoided by demotion, temporary work assignments or offer of employment in other departments pursuant to Paragraph "F" of this Article.

2. Reduced work week may be utilized as a cost saving measure only under the following conditions:

   a. Reduced workweek will only be implemented where such implementation will negate the need for layoffs.

   b. Reduced workweek shall not exceed one day per pay period up to a maximum of thirteen (13) days per fiscal year.

   c. That affected employees shall be eligible for work sharing Unemployment Insurance Benefits, pursuant to the provisions of Senate Bill 1471 (1978), through the State Employment Development Department.

   d. Notification of implementation of reduced workweek shall comply with Paragraph "D" of this Article.

3. Laid off employees shall be placed on a one-year reinstatement list by order of seniority and shall have the right to reinstatement for any vacancies in the classification held at the time of layoff. This list may be extended upon approval of the City Administrator.

4. Established eligibility lists for classifications affected by the Layoff procedure may be extended at the discretion of the City Administrator by the length of time during which the reinstatement list is in effect.

D. Notification

Whenever a reduction of employees in regular positions is projected, the City Administrator shall, within five (5) workdays of the date a layoff plan is finalized by the City Administrator, notify the Association. The notification shall include the anticipated number, positions and classifications of employees to be laid off. Employees to be laid off shall be entitled to fifteen (15) calendar days' notification prior to layoff. The fifteen (15)

calendar day notice to employees may run concurrently with the five (5) workday notice to the Association.

E. Order of Layoff

1. Layoffs among regular employees shall be made on the basis of seniority as established by the Layoff Procedure. Seniority shall be based on an employee's most recent date of hire to a full-time position with the City. The number of positions maintained in each classification is determined by the City. Extra-help employees performing services similar to classifications affected by layoff shall be terminated before any reduction in the regular work force.

   Likewise, JTPA or other temporary, grant-funded employees shall be terminated, in affected classifications, in accordance with Federal or State Rules or guidelines governing such funding programs.

   Employees holding regular positions, but in probationary status, shall revert to the most recent classification in the City in which they held permanent regular status to determine layoff rights.

   Employees holding "acting positions," (functioning by assignment in a higher level classification than that which they hold permanent status) shall revert to their regular classification in the City to determine layoff rights.

2. Exceptions to the order of layoff may be granted based on the following criteria:

   a. The employee possesses special qualifications, skills or abilities which no other employee in the same classification possess. Special qualifications, skills or abilities must have been identified as a condition of employment on the job announcement at the time the employee was appointed to the position.

   b. Requests for exception to the order of layoff must be submitted to the City Administrator and Association in writing. Requests must include the basis, justification and supporting documentation for an exception to the order of layoff.

F. Layoff Procedure

The procedure for layoff, once the number of positions to remain by classification has been determined, shall be as follows:

1. Priority lists shall be established for retained positions in each classification. The lists shall include the names of those employees who, based on their seniority , qualify to fill the retained positions. Where two or more employees have the same seniority date, seniority between those employees shall be determined by time in City service in the classification.

Employees within a classification, who are not qualified by seniority to be on the priority list for the classification, shall be eligible to compete, by seniority, for the next lower classification priority list. If the employees are unsuccessful in qualifying for this lower priority list, they shall be laid off and placed on a reinstatement lists.

2. Once priority lists have been established for each classification, the bumping and layoff process would then take place. Employees are authorized to bump to a previously held classification if they meet the following criteria:

3.

a. Their classification has been deleted by the City.

b. They hold a position on the priority list for their classification but are displaced (bumped) by an employee from a higher classification.

c. Once an employee has 'bumped' to a previously held lower level position, they shall not be affected further by the current round of layoffs.

If an employee is authorized to bump by meeting the above criteria, he/she will occupy the position held by the least senior employee on the priority list for that classification, who shall be displaced and authorized to bump downward. A regular employee who is bumped or accepts demotion in accordance with this procedure in lieu of layoff retains reinstatement right to his/her former classification.

If an employee is not authorized to bump down, due to failure to meet the above criteria, he/she will be laid off and placed on the reinstatement list.

3. For purposes of this Article, employees promoted out of this unit of representation shall, upon completion of the probationary period in their new position, lose all seniority and bumping rights to their former position.

G. Reinstatement Procedure

The policy and procedure for reinstatement of employees, once a layoff has occurred, shall be as follows:

1. Employees who are demoted or who are laid off pursuant to this layoff procedure shall have their names placed on the City reinstatement list in accordance with the following criteria:

a. Work Performance – The employee's last annual work performance evaluation given not less than ninety (90) days prior to date of receipt of notification of layoff shall be reviewed.

b. If the rating is "meets job standards," the employee shall be placed on the reinstatement list in order of seniority as defined in Paragraph F above.

c. Employees rated "needs improvement" shall be placed on the reinstatement list after those in Paragraph G.1.b, in order of seniority as defined in Paragraph F.1 above.

Subsequently, when a regular position in the City becomes permanently vacated or is added, all employees on the City reinstatement list who have held a position in the available classification or held a position in a higher classification with the City shall be offered the position, based on their placement on the reinstatement list.

2. Laid off or demoted employees who are reinstated to their same position in the City in accordance with this policy shall receive restoration of salary step and available attendant benefits, vacation accrual rate, sick leave (unless the employee has received payment for unused sick leave in accordance with the City's sick leave policy) and the retirement plan contribution rate, provided the employee complies with PERS Board's procedure for redeposit of funds.

   Laid off employees who are offered reinstatement with the City in a classification lower than that which they previously held shall receive a salary step at least equivalent to the salary step which was held by the employee prior to lay off along with available attendant benefits. Employees who decline assignment to a lower classification shall not forfeit their right to remain on the reinstatement list. Employees involuntarily demoted or bumped down as a result of the Layoff Procedure shall receive salary and available attendant benefits in accordance with the provisions of this section. Such demoted employees may be placed on a "Y rate" in salary as approved by the City Administrator to maintain salary equity within the system and/or to prevent undue hardship or unfairness due to the application of this policy. If an employee is placed on a "Y rate," he/she shall receive no future salary increase until the salary range of the position held exceeds the "Y rate."

3. If an employee is notified to return to work and such employee fails to notify the City of their acceptance of reemployment within ten (10) work days from the date of notification by the City and fails to report to work within fifteen (15) work days from the date of notification by the City, such employee shall lose all seniority rights and the City will be relieved of any obligation to reemploy such employee.

H. Established Qualifications Requirement

Employees who are demoted to an available position not previously held with the City as a result of the layoff process shall be required to meet the established qualifications of that class. In the event that the employee does not meet these qualifications, he/she shall be entitled to a probationary period of up to ninety (90) calendar days, as determined by the City Administrator, during which he/she must qualify. Employees failing to meet qualifications after such probationary period may be subject to layoff.

I. Order of Layoff

Example #1: An employee has been in the classification affected by layoff for two (2) years and has five (5) years' seniority. Another employee has been in the affected classification for one (1) year and has seven (7) years' seniority. The employee who has been with the City for five (5) years shall be laid off first.

Example #2: The laid off employee in Example #1 previously held a lower level classification. That employee may bump the least senior employee in the lower level classification.

J. Reinstatement

Example #1: Two employees in the same classification are laid off. One employee has four (4) years seniority, calculated from his most recent date of hire as a full-time employee with the City, and his last annual work performance was "needs improvement." The other employee has three (3) years seniority, calculated from his most recent date of hire as a full-time employee with the City, and his last annual work performance evaluation was "meets job standards." The employee who was rated "meets job standards" shall be placed first on the reinstatement list.

Example #2: The same two employees as in Example #1 were both rated "meets job standards." They would then be placed on the reinstatement list in order of seniority with the four (4) year employee being first.

ARTICLE 36
MEMBERSHIP IN THE CITY OF RIALTO CITY EMPLOYEES' ASSOCIATION (RCEA)

A. Dues Deduction

The Association shall have the sole and exclusive right to have membership dues and supplemental benefits premiums deducted for employees covered by this Agreement by the City, upon appropriate written authorization from such employee. Remittance shall be made by the City to the Association within fifteen (15) working days of the deduction of such sums.

Except as set forth below, employees as a condition of employment shall, within thirty (30) days, either join the Association, or pay to the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Association.

Any employee who is a member of a bona fide religion, body or sect, which has historically held conscientious objection to joining or financially supporting public employee organizations shall not be required to join or financially support the Association as a condition of employment. Such employee shall pay an amount of money equivalent to regular Association dues to a non-religious, non-labor charitable fund, chosen by the employee, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

Proof of such payment shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association.

The City shall deduct, upon receipt of a duly executed form, properly signed by a member of the bargaining unit, either dues to the Association or service fees for nonmembers, as appropriate. The Association shall advise the City, in writing, of the dues amount to be deducted for each member. Any change in dues will be submitted to the City, in writing, thirty (30) days prior to the effective date of such change. The City shall, as soon as possible, notify the Association General Manager if any member of the bargaining unit revokes a dues/fees authorization.

Whenever a unit member shall be delinquent in the payment of dues or fees, the Association shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the City's Human Resources Director. In the event the unit member fails to cure said delinquency, the Association shall request, in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.

B. Hold Harmless Clause

In consideration of the above noted services, the Association agrees to release, indemnify, and discharge the City from any liability or expenses, including, but not limited to, attorney's fees and reasonable costs, whatsoever as a result of any action taken pursuant to the provisions of this Article.

C. Employee's Right to Revoke Agency Shop

Nothing herein shall be construed to modify employees' rights to revoke the Agency Shop provision of this MOU pursuant to the procedures set forth in Government Code Section 3502.5(b).

ARTICLE 37
EMPLOYEE REPRESENTATIVES

When requested by a member of the Unit, an Association representative may investigate any alleged grievance and assist in its presentation. The Association shall notify the City of the names of each Association representative. The Association representative shall notify the Director of Administrative and Community Services, or designee when he/she will be entering City facilities to process or investigate grievances. The parties hereto recognize that they shall continue the past practice with respect to Association representative's right to process grievances.

ARTICLE 38
BULLETIN BOARD

The Association may continue the practice of using existing bulletin board space. Should the Association desire to add a bulletin board to any facility, it must first obtain the permission of the Department Head or Division Head responsible for that work place.

ARTICLE 39
WORK DISRUPTION

The parties agree that no work disruption shall be caused or sanctioned by the Association during the term of this Agreement. Work disruptions include, but are not limited to: a strike, sit-down, stay-in, speed-up, or slow down in any operation of the City, or any curtailment of work, disruption, or interference with the operations for the City. The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs. The parties acknowledge that participation of any employee in a concerted work action against the City, during the term of this Agreement, is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by the City during the term of this Agreement, unless such work disruptions occur. The term lockout is hereby defined so not as to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any provisions of the Agreement or applicable ordinance or law.

ARTICLE 40
CITY PERSONNEL RULES

It is understood that all proposed changes and/or modifications to personnel rules or other rules and regulations that impact wages, hours, or other terms and conditions of employment are subject to meet and confer pursuant to Government Code 3500 *et seq* prior to implementation. Both parties agree to re-open the Personnel Rules and Regulations and the Employer/Employee Resolution.

ARTICLE 41
CITY AUTHORITY

The authority of the City includes, but is not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from consulting or raising grievances over the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment. (Ord. 657, § 5, 1973; Rialto Municipal Code 2.51.050).

ARTICLE 42
NON-DISCRIMINATION

A. The parties mutually agree to protect the rights of all employees covered by this Agreement to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities in accordance with Government Code Sections 3500,

et seq, and this MOU. The parties agree that no employee shall be subject to harassment or retaliation for pursuit of such rights.

B. The City and Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations or upon any other basis provided in State or Federal law which is applicable to the City.

C. Whenever the masculine gender is used in this MOU, it shall be understood to include the feminine gender.

ARTICLE 43
STATE CONCILIATION SERVICE

In the event both the City and Association feel it to be in their best interests, the use of the State Conciliation Service will be made prior to the impasse procedure currently specified in City's Resolutions and Codes.

ARTICLE 44
FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Memorandum of Understanding each had the opportunity to make demands and proposals with respect to any subject or matter within the scope of representation. The understandings arrived at after the exercise of that right are set forth in this Memorandum of Understanding and constitutes the complete and total contract between the City and Association with respect to wages, hours, and other terms and conditions of employment; provided, however, that all practices enjoyed by the employees at the present time, which are not included in, or specifically changed by this Memorandum of Understanding, shall remain in full force and effect, unless modified by mutual agreement of both parties. In cases of proposed changes, the Association shall be given reasonable advance notice and the opportunity to meet and confer on said changes prior to implementation. Any prior or existing Memoranda of Understanding between the parties regarding any matter within the scope of representation are hereby superseded and terminated in their entirety.

Therefore, the City and Association for the life of this Memorandum of Understanding, each voluntarily waives the right to meet and confer with respect to any subject or matter referred to or covered in this Memorandum of Understanding unless otherwise mutually agreed to.

ARTICLE 45
EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and policies.

ARTICLE 46
SAVINGS CLAUSE

If any of the provisions contained in this Agreement are determined to be unlawful, then only such provisions shall be deleted from this Agreement with the remainder of the Agreement remaining in full force and effect.

ARTICLE 47
RIALTO FITNESS CENTER

Employees, employees' spouses, retirees, and retirees' spouses shall be allowed free use of the Rialto Fitness Center during normal operating hours as long as the City has managerial control of the facility. Employees, employees' spouses, retirees, and retirees' spouses shall adhere to the same regulations regarding reservations and the use and care of the facilities as the general public.

ARTICLE 48
RELEASE TIME FOR ASSOCIATION OFFICERS

The City shall provide for a reasonable amount of release time for Association officers to take care of Association business that the officer cannot perform during non-working hours. The City shall in its sole discretion determine the amount of time that is reasonable, and the Association officer availing him/herself of release time shall not engage in said Association activities during scheduled hours without first obtaining approval to do so from the Department Director or designee.

ARTICLE 49
MAINTENANCE OF EXISTING BENEFITS

All wages and benefits as provided in this Agreement shall remain in full force and effect during the entire term of this MOU unless agreed to the contrary by both parties.

ARTICLE 50
UNIT DEFINITION

The following classifications comprise the General Unit:

Accounting Assistant
Accounting Specialist
Accounting Technician
Animal Control Licensing Inspector
Administrative Assistant
Assistant Engineer
Assistant Planner
Broadcast Production Specialist
Building Inspector
Business License Inspector
Code Enforcement Officer
Construction Inspector
Emergency Medical Services Quality Improvement Coordinator
Engineering Aide
Engineering Technician
Environmental Program Coordinator
Environmental Program Specialist
Equipment Mechanic
Equipment Mechanic Assistant
Equipment Operator
Facility Maintenance Assistant
Facility Maintenance Technician
Field Service Worker

Fire Inspector
Fire Prevention Specialist
Firefighter Trainee
Fleet Services Coordinator
Housing Program Assistant
Human Resources Assistant
Human Resources Specialist
Landscape Contract Specialist
Lead Building Inspector
Lead Equipment Mechanic
Lead Facility Maintenance Technician
Lead Field Service Worker
Office Specialist
Permit Technician
Records Coordinator
Recreation Programmer
Revenue Supervisor
Senior Accounting Assistant
Senior Building Inspector
Senior Code Enforcement Officer
Senior Equipment Mechanic
Senior Field Service Worker
Senior Office Specialist

Classifications within the bargaining unit may be changed, added or deleted based upon mutual agreement by the parties or upon action by the City Council.

ARTICLE 51
LONGEVITY PAY

Employees with five (5) to nine (9) years of cumulative service credit under PERS* will receive longevity pay equal to two percent (2%) of his or her base salary. Employees with ten (10) to fourteen (14) years of cumulative service credit under PERS will receive longevity pay equal to three percent (3%) of his or her base salary. Employees with fifteen (15) or more years of cumulative service credit under PERS will receive longevity pay equal to four percent (4%) of his or her base salary.

*It is the responsibility of the employee to provide a current PERS statement to Human Resources in order to receive Longevity based on the credit under PERS.

ARTICLE 52
SCHEDULING NOTICE

During the term of this Agreement, the City shall give at least seven (7) days' notice before changing any employee's work schedule or requesting that said employee work overtime, unless such change or request constitutes an emergency. For purposes of this Article, an emergency is defined as any reasonable anticipation of material disruption or decrease in City services.

ARTICLE 53
RE-OPENERS

During the term of this Agreement, if existing non-taxable fringe benefits are found to be taxable pursuant to new law, new regulations, or new interpretations, whereby the City must commence taxing such fringe benefits, the parties agree to meet and confer regarding implementation of alternate method(s) of paying affected fringe benefits to minimize tax liability for employees. Additionally, during the term of this Agreement, the parties agree to meet and confer regarding the following: (i) the results of the comprehensive classification and compensation study; (ii) any increase in wages that the RPBA General Unit or the Rialto Professional Firefighters Local 3688 Unit receives in their respective MOUs (as provided in Article 5[Wages] of the RPBA General

Unit MOU or Article 2 [Wages] of the Local 3688 MOU); and (iii) any increase in leave (e.g. sick, vacation, bereavement, etc.) benefits that the RPBA General Unit or the Rialto Professional Firefighters Local 3688 Unit receives in their respective MOUs.

This Agreement shall become effective upon ratification by the City Council and the Association:

FOR THE CITY:

Michael E. Story
City Administrator

Dated: 7/21/16

FOR THE ASSOCIATION:

James Estes

Dated: 7-21-16

Joseph Scandura

Dated: 7/21/16

Kandace Smith

Dated: 7/21/16

Thad Coffing

Dated: 7/19/16

Christine Costantino

Dated: 7/21/16