


RESOLUTION NO. 20-53

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ADELANTO, COUNTY OF SAN BERNARDINO, CALIFORNIA, APPROVING AND
ADOPTING A MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA TEAMSTERS LOCAL
911, REPRESENTING THE ADELANTO GENERAL EMPLOYEES UNIT**

WHEREAS, in accordance with the Meyers-Milias-Brown Act (Gov. Code § 3500 et seq.), the City of Adelanto (“City”) and California Teamsters Local 911, representing the Adelanto General Employees Unit (“Teamsters”), have negotiated in good faith and reached agreement on a Memorandum of Understanding (“MOU”) for the period July 1, 2020 to June 30, 2021.


NOW THEREFORE, the City Council of the City of Adelanto does hereby approve and adopt the attached MOU between the City and Teamsters for the period July 1, 2020 to June 30, 2021.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Adelanto
this 22th day of July, 2020.



Gabriel Reyes
Mayor, City of Adelanto

ATTEST:



Brenda Lopez, City Clerk
City of Adelanto

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I, Brenda Lopez, City Clerk of the City of Adelanto, California, do hereby certify that the foregoing Resolution No. 20-53 was duly and regularly adopted at a regular meeting of the City Council of the City of Adelanto on this 22nd day of July, 2020 be the following vote to wit:

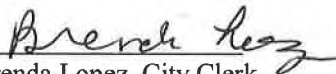
AYES: Council Members Camargo, Jeannette, Evans, and Mayor Reyes

NOES: None

ABSENT: Mayor Pro Tem Hernandez

ABSTAIN: None

IN WITNESS THEREOF, I hereunto set my hand and affix the official seal of the City of Adelanto on the 22nd day of July, 2020.


Brenda Lopez, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ADELANTO
AND
CALIFORNIA TEAMSTERS LOCAL 911
REPRESENTING THE ADELANTO GENERAL
EMPLOYEES UNIT
JULY 1, 2020 - JUNE 30, 2021

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PREAMBLE

Pursuant to the Meyers-Milias-Brown Act (Gov. Code, § 3500, et seq.), duly authorized representatives of the City of Adelanto (the “City”), a charter city, and the Adelanto General Employees Bargaining Unit have met and conferred in good faith and have reached this Memorandum of Understanding (“MOU”) to recommend to the City Council for adoption.

ARTICLE 1 - APPROVAL

This MOU shall have no effect unless and until approved by the City Council and ratified by the Union.

ARTICLE 2 - RECOGNITION

The City recognizes California Teamsters Local 911 (the “Union”), an affiliate of the International Brotherhood of Teamsters, as the exclusive representative of all City employees in the General Employees Bargaining Unit, which includes all City employees in non-managerial, non-supervisory and non-confidential positions. Attached to this MOU as Exhibit “A” is a list of all classifications in the General Employees Bargaining Unit.

ARTICLE 3 - TERM

This MOU shall take effect on July 1, 2020 or upon adoption by the City Council, whichever is later, and shall terminate on June 30, 2021. However, as stated in Article 1, the MOU shall have no effect absent ratification by the Union.

ARTICLE 4 - SCOPE OF REPRESENTATION

It is mutually recognized between the City and the Union that the scope of representation of the Union shall include, but not be limited to, wages, hours, and other terms and conditions of employment; except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

Whenever in this MOU the term “employee” is used, it shall mean and refer to individuals employed in job classifications represented by the Union.

ARTICLE 5 - MANAGEMENT RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, committees, and boards; set standards of service; manage the City's schedule working hours; establish, modify or change work schedules or standards; determine the procedures and standards of selection for action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of operations; determine the methods, means and personnel by which operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 6 - UNION DUES

The Union shall provide written notice to the Director of Finance when employees have elected to join the Union and should have the applicable dues deducted from their wages. Payroll will set up, remove or

modify the deduction as requested in writing by the Union. Upon the City's request, the Union will confirm the appropriate status (whether dues should be deducted or not) of any employees(s).

The Union dues structure is set forth in the Union bylaws.

The Union agrees to indemnify and hold the City harmless against any and all suits, claims, demands and liabilities that may arise out of, or by any action that shall be taken by the City for the purpose of complying with, this article.

ARTICLE 7 - WORK DISRUPTION

The parties agree that no work disruption of any kind shall be caused or sanctioned by the Union during the term of this MOU. Work disruptions include but are not limited to: intentional speed-ups or slowdowns in any City business, strikes, sit-downs, curtailment of work, or disruption of or interference with the operations of the City. The Union shall discourage any such work disruptions and shall make positive efforts to return employees to their jobs. The parties agree that no lock out of employees shall be instituted by the City during the term of this MOU.

Participation by an employee in conduct which disrupts or interferes with the operation of the City shall, to the extent permitted by law, be grounds for disciplinary action including termination.

ARTICLE 8 - PERFORMANCE EVALUATIONS

All full-time employees shall be evaluated on or around their anniversary date (as designated by the City) based on goals and objectives established the previous year and using the following standards:

1. Excellent: The employee's performance has exceeded expectations in most or all areas.
2. Above Average: The employee's performance has been satisfactory in some areas and exceeded expectations in other areas.
3. Meets Expectations: The employee's performance has been at the level expected and required.
4. Needs Improvement: The employee's performance has been satisfactory in some areas but unsatisfactory in other areas.
5. Unsatisfactory: The employee's performance has been unsatisfactory in most or all areas.

ARTICLE 9 – PERFORMANCE BASED MERIT SYSTEM

SECTION 1 - Step Increases

The step increases set forth in the attached Exhibit "B" (reflecting the current salary schedule for classifications in the bargaining unit, which is subject to change) are intended to reward employees for meritorious service and continued improvement within a particular classification. Step increases are neither automatic nor a matter of right, and shall be effected only upon the recommendation of the department manager with approval by the City Manager, based on the employee's performance evaluation.

The following shall govern the granting of step increases:

- A. Only full-time employees may be eligible for a step increase.
- B. Employees who have not reached the top step for their classification shall be considered for a step increase six (6) months after their start date with the City or after a promotion to a new classification, whichever is applicable, and annually on the same date thereafter. For example, an employee who starts working for the City, or who promotes to a new classification, on January 1 shall be considered for a step increase on July 1 of the same year, and July 1 in succeeding years, until he/she receives a subsequent promotion or separates from City employment.
- C. A recommendation for a step increase may be considered by the department manager after he/she completes a thorough evaluation of the employee's performance for the corresponding period and determines that the employee has successfully performed his/her duties, including receiving an overall performance rating of "Meets Expectations" or higher..
- D. In cases where an employee demonstrates exceptional performance, he/she may be given more than one step increase at a time, on the recommendation of the department manager, subject to approval by the City Manager.
- E. The Payroll Department should timely advise the appropriate department manager in advance of an employee's anniversary date as to whether the employee may be eligible for a step increase based on his/her step on the salary schedule. Recommendations for step increases are normally initiated by the immediate supervisor(s) and are then forwarded to the appropriate department manager for approval. These, in turn, are transmitted to the City Manager for final approval.
- F. When an employee is denied a merit/step increase, he/she shall be informed of such denial and the reasons therefore. The employee may be reconsidered for advancement at any subsequent time.
- G. If, in the opinion of the department manager, the employee has not performed in a manner so as to merit a step increase, a recommendation for retention at present salary step shall be made to the City Manager. The reasons cited for retention shall also be made to the employee involved. The employee shall be entitled to place a written response in his/her personnel file. However, the decision to maintain the employee at his/her current salary step is not appealable or grievable.
- H. If the department manager determines, subsequent to completion of a thorough employee evaluation, that an employee has not performed in a manner so as to merit step retention or a step increase, he/she may recommend disciplinary action, including a step reduction. A recommendation for a step reduction shall be made in writing to the City Manager. If the City Manager approves the step reduction, the employee shall be informed of the reasons for the step reduction.

ARTICLE 10 – LONGEVITY PREMIUM

Employees with at least seven or 12 years of continuous employment with the City as of July 1, 2020 shall, in each pay period, receive the following premium above their base rate of pay:

7 Years – 2%

12 Years – 4%

Employees who reach either of these thresholds after July 1, 2020 are not eligible for the corresponding premium.

ARTICLE 11 - OUT OF CLASS PAY

Employees who are temporarily assigned to a higher classification by the City Manager or with the City Manager's written approval shall receive a five percent (5%) premium above their normal rate of pay effective the fifth consecutive day of such assignment, which shall be retroactive to the first day of such assignment.

ARTICLE 12 – ADDITIONAL DUTIES PAY

Employees in the Public Works Department who are assigned to perform the following duties shall receive a ten percent (10%) premium above their base rate of pay for any time actually performing such duties:

- Cleaning kennels
- Examining animals at kennels for injury or illness
- Assisting owners to locate missing animals at kennels
- Picking up animals off the road
- Transporting animals to a vet or shelter

Assignment of such duties is at the discretion of the City Manager or his/her designee, and is not guaranteed for any employees. If an employee simultaneously performs more than one of the above duties, the premium shall only apply once.

An employee may not receive additional duties pay and out of class pay for the same hours of work.

ARTICLE 13 - BILINGUAL PAY

Bilingual employees who are required to utilize their proficiency in a second language shall be compensated \$25.00 per pay period for verbal interpretation or \$50.00 per pay period for verbal and written interpretation, subject to approval by the City Manager. Eligibility for bilingual pay is conditioned on the City Manager determining in advance that the employee's skills in a second language materially benefit the City's provision of public services and that the employee has demonstrated proficiency in the second language based on an examination selected or approved by the City Manager.

ARTICLE 14 - SAFETY SHOE ALLOWANCE

Employees required by the City to wear safety shoes shall be reimbursed for the purchase price of the safety shoes and related accessories up to a maximum of one-hundred fifty dollars (\$150.00) per fiscal year. To be eligible for reimbursement, the employee must present a request for reimbursement attaching the applicable receipt(s).

ARTICLE 15 - ON-CALL DUTY

Employees assigned to "weekend" or "on-call" duty, and who are required to carry an on-call City cell phone and respond to duty out of regular work hours, shall be compensated for duty extending over a seven (7) day period, as follows:

- A. Employee will be compensated \$125.00 per seven (7) days of on-call duty (approximately \$17.85 per day)

- B. Employee will be paid at a rate of one and one-half (1^{1/2}) times the employee's base hourly rate for all hours actually worked during call back. The employee shall be compensated from the time he/she leaves his/her residence to the actual location of the worksite and when he/she returns from the actual location of the worksite to his/her residence or receive one (1) hour of paid time, whichever is greater.
- C. Employee must remain fit for duty at all times during the seven (7) day assignment in order to qualify for the additional compensation provided herein.
- D. On-call duty will be assigned on a rotating basis for qualified employees, as needed.
- E. This policy shall apply to Water Department, Public Works Department, Animal Control, and Code Enforcement Department employees only.
- F. All employees who are qualified under this policy must demonstrate the ability to respond at all times during on-call duty within ten (10) minutes for a verbal response and within (30) minutes for a physical response.

ARTICLE 16 - OVERTIME/COMPENSATORY TIME OFF

The City's personnel rules and regulations, as established by Ordinance No. 310, set forth the standard workweek, and policies and procedures for overtime and accrual of compensatory time off. These provisions are incorporated herein, except as described below:

- A. Overtime shall be defined as any period actually worked in excess of the employee's regularly scheduled shift, when requested or approved by the City Manager and/or Department Supervisor. Overtime shall be reported in quarter-hour increments, rounding down when the employee works seven (7) minutes or less into the quarter-hour and rounding up when the employee works eight (8) minutes or more into the quarter-hour.
- B. Any employee authorized to work overtime shall be compensated at a rate of one and one-half (1 1/2) times the employee's base hourly rate for authorized time worked.
- C. Compensation for overtime shall be made on the first payday following the period in which such overtime was worked.
- D. Compensation for overtime may be paid as wages or may be accrued as compensatory time off in accordance with the Fair Labor Standards Act and the City's personnel rules and regulations. Employees may elect to convert overtime up to a maximum of 80 hours to compensatory time off, provided that they notify the Payroll Department before the end of the payroll period in which the overtime was performed.
- E. An employee wishing to use accumulated compensatory time off must provide reasonable notice to his/her supervisor. For purposes of this paragraph, reasonable notice is defined as at least one calendar week. If reasonable notice is provided, the request will only be denied if the request is unduly disruptive to the operations of the employee's department. If an employee wishes to use compensatory time off without providing reasonable notice, the decision to grant or deny the request will be at the discretion of the employee's supervisor.
- F. Cash outs of Compensatory Time Off shall not be allowed during the term of this MOU. The parties agree to revisit the issue during negotiations for a successor memorandum of understanding.
- G. An employee's use of vacation, or time off work due to a holiday as provided in this MOU, shall count as time worked for the purposes of calculating overtime.
- H. Overtime shall be equitably distributed by management to qualified employees by establishing a list by seniority and then rotating overtime assignments, as appropriate, down the list so that all qualified employees are given the opportunity to work overtime.

- I. Employees shall work a 4/10 schedule. However, each Department Manager may implement alternative work schedules based upon the needs of the department, subject to the approval of the City Manager.
- J. Employees shall receive a 30 minute unpaid lunch break each workday.

ARTICLE 17 - LEAVES OF ABSENCE

SECTION 1 - Sick Leave

Sick Leave with pay shall not be considered a privilege which an employee may use at his/her discretion.

A. Accrual of Paid Sick Leave

Paid Sick Leave is accrued in accordance with the following:

- 1. Each full-time employee shall earn Paid Sick Leave at the rate of 4.62 hours per pay period.
- 2. Paid Sick Leave shall begin to accumulate as of the first day of employment and may be taken once an initial ten (10) hours has accumulated. Unused Paid Sick Leave may be accumulated up to a maximum of 960 hours.

B. Conditions for Use of Paid Sick Leave

- 1. An employee may be required to submit a physician's or dentist's note. Where Paid Sick Leave extends for three (3) days or more, the employee may be required to provide a written physician's release to return to work.
- 2. City holidays occurring during Paid Sick Leave shall not be counted as a day of Paid Sick Leave.
- 3. Cash outs of accrued Paid Sick Leave shall not be allowed during the term of this MOU. The parties agree to revisit the issue during negotiations for a successor memorandum of understanding.

C. Abuse of Sick Leave

Abuse of sick leave may be grounds for discipline. Abuse of sick leave is determined on a case-by-case basis. Examples of sick leave abuse include, but are not limited to, an unusual number of unexcused Monday and Friday absences, and unauthorized use of sick leave for non-illness reasons.

D. Conditions for Receiving Paid Sick Leave

- 1. An employee is required to notify his/her supervisor or the supervisor's designee, prior to the start of the employee's shift, if unable to report for work due to illness or other authorized reason. When circumstance of the illness make it impossible for the employee to give advance notice, the employee must notify the supervisor as soon as possible.
- 2. Unless otherwise required by law, Paid Sick Leave may not be used for the following:

(a) Disability arising from any sickness or injury purposely self-inflicted or caused by any willful conduct.

(b) Disability or illness arising from any compensated employment other than with the City, which would result in the employee being paid twice for the same disability or illness.

SECTION 2 - Vacation Leave

A. Each full-time employee shall be entitled to annual vacation leave with pay and shall accrue vacation leave as follows:

Years of Service Vacation Leave Accrual

1-5 years	4.615 hrs. per pay period not to exceed 120 hrs. per yr.
6-10 years	6.923 hrs. per pay period not to exceed 180 hrs. per yr.
11 + years	9,230 hrs. per pay period not to exceed 240 hrs. per yr.

Vacation leave accrual shall commence on the first day of regular employment. Vacation leave shall be taken at the convenience of the City. Prior to taking vacation leave, the employee must obtain written authorization from the employee's supervisor.

B. Vacation leave accrual may be accumulated up to a maximum of 240 hours. Unless otherwise authorized by the City Manager in writing, any time the employee reaches this 240-hour cap, vacation shall cease to accrue and may only continue to accrue again once the employee's total vacation accrual is reduced to below 240 hours.

C. In the event an employee separates from City employment or passes away while employed by the City, the employee or his/her estate shall be paid the monetary value of the earned accrued vacation as provided herein.

D. Unless otherwise required by law, no vacation is earned during an unpaid leave of absence.

Cash outs of accrued vacation leave shall not be allowed during the term of this MOU. The parties agree to revisit the issue during negotiations for a successor memorandum of understanding.

SECTION 3 - Holidays

A. For each holiday listed below, an employee who is regularly scheduled to work will receive their normal pay despite having the day off. Employees are prohibited from changing their regular work schedule in order to avoid having their day off fall on a holiday.

DESIGNATED HOLIDAYS

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Fourth of July

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas
- New Year's Eve

- (2) Floating Holidays

SECTION 4 - Paid Bereavement Leave

- A. In the event of the death of a member of the employee's immediate family, an employee is entitled to bereavement leave with pay. "Immediate Family" includes the employee's spouse or registered domestic partner, or the child, parent, sibling, grandparent, grandchild of the employee or his/her spouse or registered domestic partner.

- B. Paid bereavement leave shall be limited to 30 hours annually, except that the City Manager may, in extraordinary circumstances, allow the employee to use up to an additional 20 hours of sick leave for related out-of-state affairs, or other forms of accrued leave as necessary. Bereavement leave shall not accrue, and requires the employee to notify the department manager and City Manager immediately.

SECTION 5 - Other Leaves of Absence

The provisions of this Section are not intended to supersede or conflict with any mandatory provisions of State or federal law. To the extent they conflict with mandatory provisions of State or federal law, such other laws are controlling.

- A. Pregnancy Disability Leave. An employee whose attending physician has certified that she is physically incapacitated from performing her duties due to pregnancy or childbirth is eligible to take leave without pay for a reasonable period of time, provided such period shall not exceed four (4) months (120 calendar days), except in the event additional leave is granted as a reasonable accommodation. Such leave need not be taken consecutively.
 - 1. An employee requesting pregnancy disability leave shall submit, in writing, her intent to take leave. The leave request shall indicate whether the employee intends to return to work, and/or the expected date of return.
 - 2. The request for pregnancy medical leave shall be submitted to the department manager and the Human Resources Director and be accompanied by a statement from the attending physician. A Personnel Action Notice shall be issued which indicates the probable length of time of leave.
 - 3. Such employee shall be entitled to utilize any accrued vacation, compensatory time or paid sick leave during the four-month period of leave time. The leave is otherwise unpaid.
 - 4. The employee's health benefits shall be maintained during the period of pregnancy disability leave.

5. Failure on the part of the employee on leave to report promptly at its expiration or within a reasonable time after notice to return to duty shall be just cause for discharge.

B. Family Care Leave

1. Definition. Family Care Leave is defined as the use of accumulated paid leave, i.e., accrued paid sick leave, vacation or compensatory time, or leave of absence without pay to care for a child, parent, spouse or registered domestic partner who has a serious medical condition.
 2. Policy. Eligible employees may take up to four (4) months of Family Care Leave in a 24-month period. In order to be eligible to take Family Care Leave, an employee must have at least one year of continuous service with the City and must be eligible for other City benefits. An employee is not eligible to take Family Care Leave in connection with the serious illness of the employee's child if: 1) the child's other parent is unemployed; 2) the child's other parent takes City-provided Family Care Leave during the same period of time; or 3) the total amount of Family Care Leave taken by both parents of the child will exceed four (4) months in a 24-month period.
- C. Military Leave. Military leave shall be granted in accordance with federal and State law. Employees shall give the department manager adequate notice of any order to report for duty and shall afford the City an opportunity within the limits of military regulations to determine when such leave shall be taken.
- D. Jury Duty. Every employee who is called or required to serve as a juror shall be entitled to be absent from his/her job duties with pay during the period of such absence.

An employee who is subpoenaed to appear in court in an official capacity as a City employee shall be allowed to do so without loss of compensation. An employee subpoenaed to appear in court in a matter unrelated to his/her official capacity as a City employee shall be permitted time off without pay, or if the employee chooses, to use accrued vacation, accrued compensatory time or unpaid administrative leave for this purpose.

- E. Leave of Absence without Pay. Leave of absence without pay may be granted for a period not to exceed 30 days only if the City Manager finds that such leave will be in the best interest of the City. No such leave shall be granted absent a written request from the employee.

Upon expiration of a regularly approved leave or within a reasonable period of time after the City issues the employee a notice to return to duty, the employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of the employee on leave to report promptly when the leave period expires, or within a reasonable time after notice to return to duty, shall be just cause for discharge.

Employees on leave without pay for 30 days or more, but fewer than 182 days, may elect to (1) pay the cost of continuing City-sponsored medical insurance coverage or (2) discontinue coverage for the leave period.

ARTICLE 18 - HEALTH BENEFITS

The City shall offer each active employee a monthly cafeteria allowance of \$900, which the employee may choose to allocate towards premiums for any of the following City-sponsored benefits:

- Medical insurance for the employee, the employee’s spouse or registered domestic partner, and any eligible dependents;
- Dental insurance for the employee, the employee’s spouse or registered domestic partner, and any eligible dependents;
- Vision insurance for the employee, the employee’s spouse or registered domestic partner, and any eligible dependents;
- Term life insurance up to \$50,000;
- Short-term disability insurance;
- Long-term disability insurance; and/or
- Accidental death and dismemberment insurance.

Any unused balance of the cafeteria allowance shall be forfeited and may not be received as cash.

The City shall offer the cafeteria allowance to employees during a work-related disability for up to, but no more than, twelve (12) months.

ARTICLE 19 - RETIREMENT

- A. The City participates in the CalPERS Retirement Plan, and shall make the required employer contribution each year for qualified employees.

Classic members shall pay through a payroll deduction a member contribution equal to seven percent (7%) of compensation earnable, as defined by Government Code section 20636. Classic members are those members who do not qualify as new members under Government Code section 7522.04, subdivision (f). The City’s benefit formula for Classic members is 2% @ 60.

New members, as defined by Government Code section 7522.04, subdivision (f), shall pay a member contribution equal to fifty percent (50%) of the normal cost of the plan in accordance with Government Code section 7522.30, subdivision (a). The City’s benefit formula for new members is 2% @ 62.

- B. The City shall provide a retiree medical benefit to employees who worked for the City for at least 10 years and were at least 50 years of age when they separated from City service, and who were employed by the City on July 1, 2004. This benefit shall consist of a reimbursement by the City of the actual monthly premium cost incurred by the retiree for his/her medical insurance coverage, up to \$580.64. Premium payments are not eligible for reimbursement to the extent the corresponding coverage is for any person other than the retiree. Reimbursement for coverage of the retiree is conditioned on the retiree submitting valid proof of payment for the premium in a form and manner determined and communicated by the City Manager. Eligible retirees may opt out of the reimbursement benefit for a particular calendar year by informing the City by December 31 of the preceding calendar year. Employees hired after July 1, 2004, shall not be entitled to the retiree medical benefit.

ARTICLE 20 - GRIEVANCE PROCEDURES

SECTION 1 - General Provisions

- A. A grievance is a written or verbal complaint by an employee concerning his/her wages, hours or other terms and conditions of employment, excluding matters concerning discipline. Every employee shall have the right to present grievances in accordance with this procedure without fear of discharge,

harassment or discrimination, and with or without representation by any other person. The Union also has the right to file a grievance on its own behalf where it is the injured party. Nothing contained in these Grievance Provisions shall be construed to prevent any party from freely discussing a problem with any appropriate supervisor, department manager, appointing authority or the City manager, or the parties from resolving any issues without using the grievance process.

- B. The time requirements provided herein shall be mandatory unless otherwise agreed to by the parties on a case-by-case basis.
- C. The grievance procedure is not intended to be a substitute for meeting and conferring or meeting and consulting over subjects where either is required.
- D. For purposes of this article, "grievant" means the employee filing the grievance. An employee who has filed a grievance may choose to be represented at any stage of the grievance procedure by the Union.
- E. For purposes of this article, "occurrence" means the later of the following: (1) the date of the alleged action or inaction giving rise to the grievance, or (2) the date the affected employee or Union knew or reasonably should have known of the alleged action or inaction giving rise to the grievance.

SECTION 2 - Grievance Procedure for Employees

- A. An aggrieved employee shall first discuss the matter with his/her immediate supervisor within five (5) business days after the occurrence.
- B. If the grievant is not satisfied with his/her immediate supervisor's response, the employee shall submit a written grievance to the appropriate department manager within fifteen (15) business days after the occurrence.
 - 1. A meeting will be held within ten (10) business days after the date of the filing of the written grievance.
 - 2. The grievant may present any evidence or relevant argument. The grievant shall give the department manager a list of employee witnesses at least two (2) business days before the meeting. The meeting may be closed after all such witnesses have been given a reasonable opportunity to speak.
 - 3. The department manager shall control the time and the duration of the meeting. The meeting may be temporarily adjourned from time to time by the department manager.
 - 4. The department manager shall respond to the grievance in writing within ten (10) business days after the close of the meeting.
- C. The grievant may appeal to the City Manager in writing within five (5) calendar days of the department manager's decision. The appeal shall be in writing and shall contain a copy of the written grievance and may include any additional information relating to the grievance which occurred subsequent to filing the written grievance. The appeal shall also specify the remedy sought.
 - 1. The City Manager may conduct the hearing or appoint a hearing officer.

2. The hearing shall be scheduled for the earliest practical time.
3. The department manager and the grievant shall present their full positions. The hearing shall be informal, and the rules of evidence need not apply.
4. The City Manager or designated hearing officer shall issue a decision in writing within thirty (30) working days after the close of the hearing.
5. Following the issuance of the written decision, the City Manager may refer the matter to the City Council. If the City Manager does not refer the matter to the City Council, the decision shall be final three (3) business days after it is issued. The decision of whether or not to refer the matter to the City Council is not grievable or appealable. The City Council may refuse to consider the matter or may consider the matter upon any terms it deems appropriate. The City Council's decision, if any, is final. If the City Council refuses to consider the matter, the decision issued by the City Manager or hearing officer is final.

SECTION 3 - Grievance Procedure for the Union

- A. The Union may file a written grievance with the City Manager within five (5) business days after the occurrence. The City Manager may conduct the hearing or appoint a hearing officer.
- B. The hearing shall be scheduled for the earliest practical time.
- C. The Union shall present its full position. The hearing shall be informal, and the rules of evidence need not apply.
- D. The City Manager or designated hearing officer shall issue a decision in writing within thirty (30) business days after the close of the hearing.
- E. The City Manager may refer the matter to the City Council after the decision is issued. If the City Manager does not refer the matter to the City Council, the decision shall be final three (3) business days after it is issued. The decision of whether or not to refer the matter to the City Council is not grievable or appealable. The City Council may refuse to consider the matter or may consider the matter upon any terms it deems appropriate. The City Council's decision, if any, is final. If the City Council refuses to consider the matter, the decision issued by the City Manager or hearing officer is final.

ARTICLE 21 - LAYOFF PROCEDURES

- A. Whenever the City Manager determines that it is necessary to reduce the number of employees in any classification, the order of layoffs shall be as follows:
 1. Part-time employees, in order of least to most senior within their classification.
 2. Full-time employees, in order of least to most senior in the affected classification.
 3. In the case of equal seniority in the classification between two (2) or more employees, the order of layoffs will be determined by seniority within the City.

4. In the case of equal seniority within the City between two (2) or more employees, the order of layoffs shall be determined by the City Manager on the basis of performance.
- B. An employee who is to be laid off shall have the right to demote to a position previously held with the City for which the employee meets the minimum qualifications, is capable of performing the essential functions of the position, and has greater seniority with the City than at least one incumbent employee in the lower classification.
- C. The name of each laid off employee shall be placed on a re-employment list for a period of 18 months and those employees shall be given the first opportunity to return to regular employment in reverse order of layoff. Reverse order of layoff shall mean the last employee laid off shall be given the first opportunity to return.
- D. For purposes of this article, seniority refers to length of service, either with the City or within a classification, as applicable.

ARTICLE 22 - GENERAL PROVISIONS

- A. City Personnel Rules and Regulations. The Personnel Rules and Regulations adopted by the City through ordinance or resolution (currently set forth in Ordinance No. 310) shall apply to all Union-represented employees, except where in conflict with this MOU. Notwithstanding the foregoing, the following provisions of the current Personnel Rules and Regulations shall not apply to Union-represented employees: "Attendance & Leaves" (Rule 13); "Grievance Procedures" (Rule 14); "Layoff Procedures" (Rule 16, Section 1); "Uniforms" (Rule 17); "Performance-based Merit System" (Rule 21, Section 1); "Retirement" (Rule 21, Section 3); and "Medical" (Rule 21, Section 4). The City shall meet and confer as required by law with the Union prior to making any changes to the City's Personnel Rules and Regulations that are within the scope of representation as defined under the Meyers-Milias-Brown Act (Gov. Code § 3500 et seq.), ,, except that matters involving disputes arising out of the City's application of the Personnel Rules and Regulations shall be subject to the grievance procedure for dispute resolution set forth in this MOU.
- B. Complete Agreement. This MOU constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions. The parties acknowledge that during the negotiations which resulted in this MOU, each party had adequate opportunity to make requests and proposals with respect to the subject matter and that the understandings and agreements arrived at thereby are set forth herein.
- C. Provisions of Law Severability. If any provision of this MOU is deemed unlawful or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed severable and shall not affect the enforceability of the remaining provisions. The parties hereto agree to refrain from initiating any legal action, the result of which might render unenforceable any provision of this MOU.
- D. Assignability. Any agreement entered into pursuant of this MOU shall be binding upon the successors and assigns of the parties hereto. The parties thereto shall have the right to assign said MOU provided, however, that the City may not assign the MOU except to a government entity, and the Union may only assign to a recognized employee organization pursuant to the City's Employer-Employee Relations Resolution. If either party desires to assign the MOU, or any part hereof, said party shall notify the other party of its intent thirty (30) days prior to such action.

In the event that the City is absorbed or replaced by another governmental agency or entity, the existing MOU shall be absorbed in its entirety, with appropriate changes in names as required, and shall be considered binding upon all parties.

ARTICLE 23 - TUITION REIMBURSEMENT POLICY

The City encourages and financially assists the educational advancement of its personnel so as to improve job knowledge, skills and capabilities in their present job, to prepare for advancement within City employment and to assist the City in achieving maximum use of Human Resources in attaining departmental goals through employee development.

1. Eligibility Criteria. An employee is eligible if the course content is related to the employee's current classification and is designed to improve job performance or would assist the employee in preparing for a promotional opportunity. Employee is eligible for tuition reimbursement if the employee has successfully completed at least six (6) months of City service in a regular full-time position.
2. Approval of School. Course(s) must be taken at a college, university, trade school or correspondence school accredited by an accrediting agency or state approval agency recognized by the U.S. Secretary of Education, or otherwise approved by the City Manager.
3. Reimbursement. Reimbursement will be made up to one-hundred percent (100%) for tuition registration fees, textbook costs and laboratory fees. Expenses for travel, meals and other incidental expenses are not reimbursable.
4. Service Requirement. Employees are expected to remain in City service for a twelve (12) month period after completing a reimbursed course.
5. Separation of Employment. If an employee to whom such reimbursement has been authorized separates from City employment voluntarily, or is discharged for cause, within twelve (12) months after completing a reimbursed course, he/she shall not be entitled to any further reimbursement and shall pay back the City for any reimbursement to date.
6. Separation Because of Layoff. An employee leaving City service under the threat of layoff resulting from a reduction in force shall not be deemed to be leaving voluntarily and will not be required to pay tuition reimbursement back.
7. Reimbursement Procedure. An employee will receive the reimbursement upon completion of the course with a minimum final grade of "C" or its equivalent. No reimbursement will be made for incomplete courses.
8. Application. An employee must fill out a request for tuition reimbursement prior to enrolling in the courses and submit the request to their Department Head. The request must detail the courses the employee will be taking and how the courses will relate to the employee's position and City service. The Department Head will review the request and notify the employee in a timely manner of his/her decision. All requests will be considered on a first come first serve basis.
9. Tuition Reimbursement Pool. The City has allocated a total amount of \$5,000.00 per year for tuition reimbursement. The monetary reimbursement amount an employee may receive per year for tuition reimbursement, if otherwise eligible, will primarily be based on the amount of requests the committee

has received for that year. A maximum payment of \$500.00 per year will be awarded to employees who qualify for tuition reimbursement.

ARTICLE 24 – UNION/EMPLOYEE RIGHTS

1. Access to Premises. The City agrees to grant official representatives of the Union access and the right to discuss any grievance or problem arising under the terms of this MOU with any Union-represented employee during working hours. It is agreed that there will be as little interference as possible by the Union's Business Representatives or Shop Stewards during the working hours of said employee. It is agreed that the Chief Shop Steward shall be permitted to conduct a reasonable amount of Union business during working hours without loss of pay and that the Union may use City facilities to conduct meetings when such facilities are available. Stewards shall be entitled to seek and obtain assistance from Union staff at mutually agreed upon times between the employee and the immediate supervisor.
 - a. The right to use institutional bulletin boards, mail boxes and the use of the City mail system, and other City means of communication.
 - b. The right to reasonable use without charge of institutional facilities, equipment and buildings at reasonable times. Such use shall be subject to all applicable requirements in City policies and past practices, to include a certificate of insurance and an insurance endorsement.
2. Stewards. The City recognizes the need and affirms the right of the Union to designate Shop Stewards from among employees in the unit. The Union reserves the right to designate the number and method of selection of Shop Stewards. The Union shall notify the City Manager in writing within ten (10) working days of appointment of the names of the Shop Stewards and the group they represent. If a change in the names of shop stewards, the Union shall notify the City in writing of such change.
3. Employee Rights When Under Investigation. An employee who is under investigation for an action or incident which is likely to result in formal adverse action, shall be normally notified in writing at least twenty-four (24) hours before he/she is interviewed of both the subject matter and his/her right to representation. The employee will be given a reasonable opportunity to secure a representative of his/her choice for the interview.

Counseling sessions or discussions related to job performance are not subject to representation. However, if during the discussion it becomes clear that discipline may occur, the session will cease and the employee will be allowed to obtain representation.
4. Seniority Roster. On an annual basis, the City shall supply the Union with a complete roster by location and a seniority roster by class of all employees.
5. Position Abolishment. If the City proposes to abolish a position or a class of positions from the Classification Plan, it shall notify the Union who shall be given the opportunity to meet and consult (i.e., not meet and confer or negotiate) on the elimination of said bargaining unit classification.
6. New Hire Employees. The City shall notify the Chief Shop Steward or Union Business Representative of any new Union-represented employees, and shall indicate the class into which the employee was hired and the employee's address.

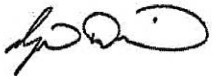
The City shall provide the Union with a minimum of 10 days' notice in advance of a new employee orientation and allow the Union access to the orientation. The Union is permitted to have one Union representative at that orientation and will be permitted to have approximately fifteen (15) minutes with the employee(s). While the City will provide the Union with at least ten (10) days' notice when it can reasonably do so, there may be circumstances where the City cannot provide the ten (10) days' notice given an urgent hiring need which was not foreseeable. If the City provides an online employee orientation process, the Union shall have the right to incorporate up to a fifteen (15) minute presentation into that online orientation.

ARTICLE 25 – SPECIAL CERTIFICATION INCENTIVES

In order to encourage employees in the Public Works Department to be eligible to perform the duties described in Article 11 of this MOU (Additional Duties Pay), the City shall pay for Public Works employees to obtain the following certifications through City-approved providers, and shall issue Public Works employees a \$100 payment upon receiving proof that the certification was obtained:

- National Animal Control Association Level 1 Certification or Basic Animal Law Enforcement Training Academy Certification (but not both); and
- OC/Pepper Spray Certification.

FOR CALIFORNIA TEAMSTERS LOCAL 911, REPRESENTING THE ADELANTO GENERAL EMPLOYEES UNIT



Gregorio Daniel

7/20/2020

Date

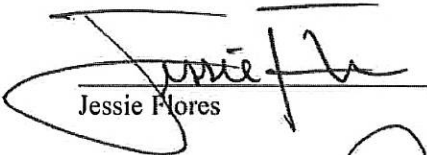


Daniel Young

7-21-20

Date

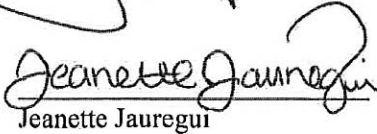
FOR THE CITY OF ADELANTO



Jessie Flores

7-22-2020

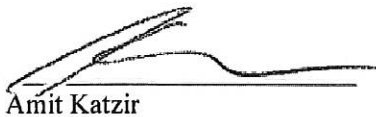
Date



Jeanette Jauregui

7/22/2020

Date



Amit Katzir

7/22/2020

Date

**Exhibit “A”
Bargaining Unit Classifications**

Account Clerk I
Account Clerk II
Account Clerk III
Administrative Assistant I
Administrative Assistant II
Community Safety Officer I
Community Safety Officer II
Customer Service Representative I
Customer Service Representative II
Building Inspector I
Building Inspector II
Counter Service Technician
Groundskeeper
LLMD Groundskeeper
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Maintenance Worker - Lead
Mechanic - Lead

**Exhibit “B”
Salary Schedule**

The hourly rate for each classification/step shall be determined by dividing the annual rate below by 2,080 and rounding to the fourth decimal place.

Union Represented Group	Step A Annual	Step B Annual	Step C Annual	Step D Annual	Step E Annual
Account Clerk III	52,315	53,884	55,501	57,166	58,881
Account Clerk II	44,754	46,097	47,479	48,903	50,371
Account Clerk I	39,072	40,244	41,451	42,696	43,976
Administrative Assistant II	48,070	49,512	50,997	52,527	54,103
Administrative Assistant I	41,611	42,859	44,145	45,469	46,833
Community Safety Officer II	59,583	61,372	63,212	65,108	67,062
Community Safety Officer I	52,304	53,873	55,489	57,155	58,869
Customer Service Representative II	48,223	49,670	51,159	52,694	54,275
Customer Service Representative I	41,607	42,855	44,141	45,465	46,829
Building Inspector II	68,972	71,041	73,172	75,367	77,629
Building Inspector I	59,445	61,229	63,066	64,958	66,907
Counter Service Technician	51,545	53,091	54,685	56,325	58,015
Groundskeeper	38,363	39,514	40,699	41,921	43,179
LLMD Groundskeeper	51,782	53,335	54,936	56,584	58,282
Maintenance Worker - Lead	53,110	54,703	56,345	58,035	59,776
Maintenance Worker III	52,115	53,678	55,289	56,948	58,656
Maintenance Worker II	44,954	46,303	47,692	49,123	50,597
Maintenance Worker I	39,216	40,392	41,604	42,852	44,138
Mechanic - Lead	59,464	61,248	63,085	64,978	66,927