

MEMORANDUM OF UNDERSTANDING

**CITY OF RANCHO CUCAMONGA
AND
RANCHO CUCAMONGA MANAGEMENT ASSOCIATION**

2021 - 2022

ATTACHMENT 2

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF RANCHO CUCAMONGA, CALIFORNIA AND RANCHO
CUCAMONGA MANAGEMENT ASSOCIATION (RCMA)

SECTION 1: EFFECTIVE DATE

The provisions of this MOU are effective upon City Council approval and shall continue for a twelve (12) month period, ending June 30, 2022.

A. NEGOTIATIONS FOR SUCCESSOR MOU

The City and RCMA agree that negotiations for the successor MOU will begin during the second full week in January 2022, which begins on Monday, January 10, 2022.

The City and RCMA agree to meet and confer at least twice per month while negotiations are ongoing, unless both parties mutually agree to fewer meetings in a month.

RCMA agrees to take Tentative Agreements reached at the table to their membership for a ratification by their members within 60 days or they expire.

SECTION 2: COST OF LIVING ADJUSTMENT

There shall be no cost of living adjustment (0%) for the term of this agreement.

SECTION 3: SALARY STRUCTURE

All employees will be assigned to salary ranges which are no less than 20% (40 salary code steps) below the control point and no more than 10% (20 salary code steps) above the control point. Actual salary within the range is determined by performance, achievement of goals and objectives, or for recent appointments, growth within the position.

SECTION 4: SALARY SURVEY

The City shall conduct a salary survey of labor market cities approximately six months before the start of new labor negotiations for the next MOU.

SECTION 5: MANAGEMENT BENEFITS

Employees designated as Management are not eligible for overtime pay, or compensatory time for working hours over and above the normal daily work schedule. Employees so designated shall be entitled to all benefits provided to general employees and the following:

- A. Administrative Leave – Eighty-Five (85) hours per fiscal year. Days off must be approved by appropriate supervisor.
- B. Life Insurance – The City provides \$50,000 base coverage of life insurance for bargaining unit employees. Employees who want to purchase additional life insurance coverage with personal funds may do so at the City's group rate.

C. Deferred Compensation – Four percent (4%) of base salary.

The City will match dollar for dollar up to \$50 per month and 1% of monthly base salary per month in deferred compensation for any bargaining unit member who pays up to \$50 and 1% of monthly base salary into deferred compensation through payroll deductions.

Deferred Compensation participation for new bargaining unit members shall be automatic with an opt-out option.

SECTION 6: HEALTH INSURANCE

A. LEVEL OF BENEFIT

The City shall provide employee and family health insurance for all full time continuous salaried employees within the bargaining unit, subject to the limitation that no such monthly funding by the City shall exceed \$1,175 per month.

B. USE OF ACCRUED VACATION FOR ABOVE CITY-PAID CONTRIBUTION
MAXIMUM HEALTH INSURANCE

Employees who elect a health insurance program with a premium above the City-paid contribution maximum may also elect to use the cash value of redeemed accrued vacation to pay for any above maximum premium. Such use will be on a dollar-for dollar and pre-tax basis. Such election must be made in writing, may cover all or a specified part over the maximum premium, and be effective for one calendar year unless the participant terminates employment with the City during the year (see Appendix A for complete information on this optional benefit). If accrued vacation is insufficient to pay for any above maximum premium, the difference will be deducted from the employee's net pay. This periodic payout will not be included in the computation of overtime and will not counts towards Vacation Buyback. The parties agree that this position will not be used when bargaining, contemplating, or calculating the health insurance benefit.

C. CASH IN-LIEU PAYMENT

Represented employees who had waived coverage under a City-paid medical insurance plan and were receiving a cash in-lieu payment in the amount of \$200 per month for single coverage or \$300 per month for family coverage as of September 30, 2012, may continue to receive this cash in-lieu payment as long as they remain eligible. To be eligible, an employee must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must sign an attestation every plan year at open enrollment or within 30 days after

the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows that the employee or tax family member does not have such alternative coverage, or if conditions in this paragraph are not otherwise satisfied. No other represented employees shall be eligible for this benefit. Employees not receiving cash in-lieu as of September 30, 2012, may still waive coverage by providing the proof of insurance as noted above, but will not receive a cash in-lieu payment.

D. AFFORDABLE CARE ACT REOPENER

The Rancho Cucamonga Management Association or City may reopen negotiations on the issue of health insurance benefits to address changes to or the elimination of the ACA and in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction. These negotiations will not result in a reduction or increase in the amount the City provides for employee health coverage.

SECTION 7: RETIREE MEDICAL

Subject to the conditions stated below, effective upon a service or disability retirement from City service at or beyond age 55 with 10 consecutive years of City service at the time of retirement, retirees shall be eligible to 100% personally fund, without any City contribution, participation in a group health insurance program(s) which is making group health insurance available to the City's retirees.

It is agreed and acknowledged by the parties to this MOU that no representation is or can be made by the City, that such group retiree health insurance is available, or if available, will remain available for any specific future period of time.

If no such group health insurance is reasonably available, or if the private carrier(s) terminates such coverage as to the retiree group or any individual group member, the City shall have no obligation/duty to self-fund or otherwise provide insurance or replacement insurance.

All premiums for the retiree and/or eligible dependents shall be borne by the retiree. The City shall advance and submit the necessary premiums to the carrier(s), subject to the retiree reimbursing the City not later than 30 calendar days after City payment of the premium. Failure to timely reimburse the City shall result in no further premium payments being made by the City, resulting in termination of insurance coverage.

The City's duty to advance said premiums shall terminate at age 65 of the retiree, regardless of whether or not the retiree is eligible for Medicare. City shall advise the group carrier of the insured's status as a retiree. Coverage eligibility shall then be solely determined by the group insurance carrier(s). It is likely that premium rates for retirees and/or dependents shall be greater than rates for employees. Regardless, retirees shall pay 100% of said rates.

If at any time, it is determined by any group health insurance carrier that the City is prohibited from seeking premium reimbursement from a retiree, City affiliation and retiree enrollment in said group insurance plan shall immediately terminate upon rendering of the insurance carrier's decision. In such case, no retiree shall seek reimbursement from the City for any prior premiums paid by the retiree to the City as and for premium reimbursement.

SECTION 8: VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)

The City has established a Voluntary Employee Benefit Association (VEBA) through the California Government Voluntary Employee Benefit Association to assist employees with planning for future health care expenses. Employees are allowed a onetime election to opt into the plan. Represented employees shall be eligible to participate in the plan according to a schedule negotiated separately from this agreement.

Contributions to the Plan shall be made as City contributions through a salary reduction arrangement. All contributions made on behalf of employees through such salary reduction arrangement are made on a pre-tax basis in accordance with IRS provisions. No Employer contributions are to be made to the plan. At the discretion of the applicable bargaining unit, contributions may be amended once per year provided that such amendment is permitted by IRS regulations and in conformity with the Plan Document.

SECTION 9: DENTAL INSURANCE

The City shall provide a dental insurance plan for all full-time continuous salaried employees within the bargaining unit.

SECTION 10: OPTICAL INSURANCE

The City shall provide an optical insurance plan for all full-time continuous salaried employees within the bargaining unit and elected officials.

SECTION 11: FLEXIBLE SPENDING ACCOUNT PLAN UNDER SECTION 125

The City has established a flexible spending account plan managed by a third-party administrator that is open to voluntary participation of members in the bargaining unit. The City agrees to pick up all administrative fees associated with maintaining this program for bargaining unit members (including but not limited to debit card fees).

SECTION 12: BEREAVEMENT LEAVE

When a death occurs in the family of a full-time employee, the employee shall be granted up to 80 hours of bereavement leave with pay. A death certificate or other acceptable evidence may be required by the City Manager or designee before leave is allowed. Family members are defined as follows: employee's spouse or domestic partner, employee's parents, employee's grandparents, employee's children, son-in-law, daughter-in-law, employee's siblings, or employee's grandchildren, employee's spouse or domestic partner's parents, employee's spouse or domestic partner's grandparents, grandparents-in-law, brother-in-law, sister-in-law, employee's spouse or domestic partner's children, employee's spouses grandchildren, or a blood relative residing with employee. The City Manager or designee

shall approve such bereavement leave. (References to domestic partner refer to registered domestic partner, as defined by California Family Code Section 297.)

SECTION 13: PERSONAL LEAVE

Employees can use up to 40 hours of accrued sick leave, vacation, administrative leave or holiday time as personal leave. These 40 hours can be used incrementally (i.e., 1 hour, 1/2 hour) throughout the fiscal year. Use of this time is for situations requiring the employee's attention and needs to be cleared with their supervisor when using this time.

SECTION 14: VACATION

All full-time employees shall, with continuous service, accrue working hours of vacation monthly according to the following schedule.

<u>Length of Service in Years</u>	<u>Hours Accrued Per Pay Period</u>	<u>Annual Hours Accrued</u>
1	3.077	80
2	3.461	90
3	3.846	100
4	4.230	110
5	4.615	120
6-8	5.000	130
9	5.384	140
10	5.769	150
11-13	6.153	160
14	6.538	170
15+	6.923	180

SECTION 15: VACATION CAP

Vacation shall be capped at 1040 hours. Any hours accrued over 1040 hours will be cashed out using the options below:

- Cash
- Deferred compensation contributions as allowed by law

The employees make an irrevocable decision before the end of the calendar year and the payment or distribution will occur in April.

SECTION 16: VACATION BUYBACK

Annually, any employee that wants to have the City buy back vacation hours shall make an irrevocable election to do so. The irrevocable election shall be submitted in writing to the City's Human Resources Department on or before December 15 and shall indicate the number of hours of vacation that the employee expects to earn in the following calendar year that the employee wants the City to buy back, with a minimum buy back of 20 hours up to a maximum of 160 hours. This buy back shall occur twice annually, in June/July (between the last payday in June and the first payday in July) and December (between the first and second payday of the month), and the employee must indicate the total amount of hours they want paid out in June/July and in December. Regardless of the number of hours

requested to be cashed out at either time, the most the City can cash out is the number of hours accrued and available in that calendar year to date. Employees must maintain a minimum of 40 hours of accrued vacation subsequent to any payment of vacation buyback time.

SECTION 17: VACATION ACCRUAL

City Manager may provide an accrual rate for new Management employees up to the equivalent of a five-year employee upon hire. This is important as many experienced candidates have significant time in public sector and otherwise might have to begin at a much lower accrual rate than they receive at their current agency.

SECTION 18: SICK LEAVE

All full-time employees shall, with continuous service, accrue 120 hours of sick leave annually. Sick leave accrual (10 hours/month), begins on the first day of employment and can be taken after ninety (90) days of service.

A. Personal Sick Leave

Employees can use sick leave for personal illness, injury, a health-related reason (such as the diagnosis, care or treatment of a health condition), or preventive care.

B. Family Sick Leave

Employees can use sick leave for the illness or injury of a health-related reason (such as the diagnosis, care or treatment of a health condition), or preventive care of qualified family member.

For the purpose of Family Sick Leave, a qualified member means the employee's: child (includes any age or dependency status, or for whom the employee is a legal ward or stands in loco parentis), parent (includes person who stood in loco parentis of the employee as a child), parent-in-law, spouse, registered domestic partner, grandparent, grandparent-in-law, great-grandparent, great-grandparent-in-law, grandchild, great-grandchild, or sibling.

C. Other Statutory Use

Sick leave can be used to cover an absence for an employee who is victim of domestic violence, sexual assault, or stalking to:

- (a) Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child(ren).
- (b) Obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

D. Medical Certification

In the event sick leave absences due to personal illness or injury, which exceeds three (3) consecutive workdays, the Department Head or Human Resources may require a physician's statement indicating the employee's fitness to return to work.

Should the City suspect that there is an abuse of sick leave by an employee, the City may require that the employee submit to Human Resources a physician's certification to support the absence.

SECTION 19: SICK LEAVE BUYBACK

Employees within the bargaining unit who terminate their city employment after 5 years of continuous service can sell 120 hours back to the City.

SECTION 20: HOLIDAYS

The City Offices shall observe the following 14 holidays. All full time continuous salaried employees shall be compensated at their regular rate for these days.

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|---------------------------------|-------------------------------|
| (1) July 4 | Independence Day |
| (2) First Monday of September | Labor Day |
| (3) November 11 | Veteran's Day |
| (4) Fourth Thursday of November | Thanksgiving Day |
| (5) Day following Thanksgiving | Floater |
| (6) December 24 | Day preceding Christmas |
| (7) December 25 | Christmas Day |
| (8) January 1 | New Year's Day |
| (9) Third Monday of January | Martin Luther King's Birthday |
| (10) Third Monday of February | President's Day |
| (11) Last Monday of May | Memorial Day |

(12) Three discretionary days may be taken by an employee at his/her convenience subject to approval of the department head. Days may not be carried over from one fiscal year to the next. Whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Whenever a holiday falls on a Friday or Saturday, the preceding Thursday shall be observed as the holiday. When a holiday combination occurs (Thanksgiving, Christmas, etc.) where two consecutive days are holidays and it would result in the City Hall being open to serve the public only 2 days during the week, only one of the holidays will be observed and the other holiday will become a floating holiday, except as provided during a Holiday Closure pursuant to Section 38. For example, for Thanksgiving, Thursday will be observed as the regular holiday; however, Friday will become a floating holiday to be used at a later date. In the

instance of Thanksgiving, Christmas, or New Year's, employees will have until June 30 to use those floating holidays accrued between Thanksgiving and New Years. Also, those days will not accrue as floating holidays until the actual holiday has occurred. Each year the City will designate which days will be observed and which are floating holidays. Employees who are eligible to bank a holiday have until June 30 (end of fiscal year) to use the banked holiday earned from July 1 through April 30. Any holiday banked in May and June, employees have until September 30 to use the banked holiday.

SECTION 21: HOLIDAY TIME

The City agrees that employees who are assigned to work on a holiday, whether or not their regular shift assignment requires they work that day, are eligible for pay at time and one-half for working that day. This time and one-half may be taken as compensation or put in a compensatory time off bank, (in effect, compensating at double time and one-half). That rate of compensation is tallied as follows: The ten hours compensation for the holiday, plus compensation at time and one-half for the hours actually worked. This payment at time and one-half abrogates the employee's right to that holiday.

SECTION 22: HOLIDAY FACILITY CLOSURE

City Facilities will observe a holiday closure beginning Thursday, December 23, 2021 through Friday, December 31, 2021. During the term of this MOU, there will be Holiday Facility Closures, certain City facilities may close in conjunction with the Christmas and New Year's holidays. Closure dates for City facilities shall be determined by the City in order to balance the impact on public services. The City will strive to provide a schedule of Holiday Facility Closures at least six months or more in advance of the closure. During a holiday closure, affected represented employees may take paid leave from holiday, management leave, compensatory time, vacation accruals, or use unpaid leave. When holiday closures are implemented by the City, Section 19's provision regarding consecutive holidays shall not apply.

SECTION 23: NATAL AND ADOPTION LEAVE WITHOUT PAY

The City shall provide employees within the bargaining unit up to four months natal and adoption leave for the birth or adoption of a child including the paid leave as outlined below; such leave shall be pursuant to the provisions of the California Pregnancy Disability Act ("PDA"; California Government Code Section 12945), if applicable. The City's PDA policy is incorporated herein by reference. Employees on this leave of absence without pay beyond the four-month period will be responsible for the payment of medical, dental and optical premiums to keep the coverage in force during the leave of absence.

SECTION 24: NATAL AND ADOPTION LEAVE WITH PAY

Employees within the bargaining unit are granted up to 80 hours of natal and adoption leave with pay for the birth or adoption of a child, however, use of the 80 paid hours does not extend any time charged under FMLA or CFRA. Any paid time required beyond this

initial 80 hours must be charged to sick leave, vacation, compensatory or floating holiday time.

SECTION 25: WORKERS COMPENSATION LEAVE

Any employee covered herein who is receiving disability payments under the "Workers Compensation Act of California" for on-the-job injuries sustained while engaged in the performance of duties of any such City position, shall receive from the City during the first three months of such disability absence, payments in an amount equal to the difference between the disability payments received under Workers Compensation Act and the employee's full salary. Such payments by the City should be made without any deduction from accrued sick leave benefits. The City's obligation for such payments shall commence on the first (1st) day of such disability absence. In the event the employee's disability absence should exceed three months, an employee shall be allowed to supplement the Workers Compensation benefit received under State law with available accrued sick leave, accrued vacation leave or accrued compensatory time. The total number of leave hours, along with the Workers Compensation benefit, shall not exceed the employee's base pay for each day of the leave. For this purpose, accrued leave hours can only be used in one-hour increments.

SECTION 26: MILITARY LEAVE

Employees required to serve military leave will be compensated pursuant to the Military and Veterans Code. To qualify for compensation, the military orders must be submitted to the supervisor prior to their tour of duty and must be attached to the timecard for that pay period.

SECTION 27: MILITARY SERVICE BUY BACK

Employees have the option for military service buy back at the employee's expense.

SECTION 28: BILINGUAL PAY

Bargaining Unit employees who qualify for bilingual pay will be provided such at \$75.00 per month, Each Department Head will determine the number of employees needed to perform translation duties per department, subject to review and approval of the Deputy City Manager/ Administrative Services.

Employees who receive bilingual pay are expected to perform translation services for their Department and for other City Services should the need arise. An updated list of the employees receiving bilingual pay will be provided every six-months or as changes occur. Bilingual duties will be distributed as equitable as possible.

SECTION 29: RETIREMENT BENEFIT

Unit members who do not meet the definition of "new member" under the California Public Employees' Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as "classic members") are enrolled in either the CalPERS retirement plan commonly

referred to as the 2.5% at age 55 retirement plan ("Tier 1" and "Tier 2"), or in the 2% at age 55 retirement plan ("Tier 3") and shall be provided the benefits as described below:

A. Tier 1 – Employees Hired Before September 1, 2010

§ 21354.4 2.5% at 55 Full Formula

§ 21574 4th Level 1959 Survivor

§ 20042 1 Yr Final Compensation

1. Effective July 4, 2011, the City pays the normal eight percent (8%) CalPERS **member** contribution per Resolution 11-063.
2. Effective 7/11/16, employees shall pay five percent (5%) of their PERSable compensation towards the CalPERS employer contribution per Resolution 15-090.
3. Effective the first full pay period beginning in January of 2019, the City will pay five percent (5%) of the CalPERS **member** contribution and employees shall pay three percent (3%) of their PERSable compensation towards the CalPERS **member** contribution and two percent (2%) of their PERSable compensation towards the CalPERS employer contribution. The City will adopt a resolution to reflect this change prior to the effective date.
4. Effective the first full pay period beginning in January of 2020, the City will pay three percent (3%) of the CalPERS **member** contribution and employees shall pay five percent (5%) of their PERSable compensation towards the CalPERS **member** contribution. The City will adopt a resolution to reflect this change prior to the effective date.

B. Tier 2 – Employees Hired Between September 1, 2010 and July 3, 2011

§ 21354.4 2.5% at 55 Full Formula

§ 21574 4th Level 1959 Survivor

§ 20042 1 Yr Final Compensation

1. Effective July 4, 2011, the City pays seven percent (7%) of the normal CalPERS member contribution; employee pays one percentage point (1%) of the CalPERS member contribution per Resolution 11-063.
2. Effective 7/11/16, employees shall pay four percent (4%) of their PERSable compensation towards the CalPERS employer contribution and one percent (1%) of their PERSable compensation towards the CalPERS member contribution per Resolution 15-090.

3. Effective the first full pay period beginning in January of 2019, the City will pay five percent (5%) of the CalPERS **member** contribution, and employees shall pay three percent (3%) of their PERSable compensation towards the CalPERS **member** contribution and two percent (2%) of their PERSable compensation towards the CalPERS employer contribution. The City will adopt a resolution to reflect this change prior to the effective date.
4. Effective the first full pay period beginning in January of 2020, the City will pay three percent (3%) of the CalPERS **member** contribution, and employees shall pay five percent (5%) of their PERSable compensation towards the CalPERS **member** contribution. The City will adopt a resolution to reflect to reflect this change prior to the effective date.

C. Tier 3 – Employees Hired on or After July 4, 2011

- § 21354 2% @ 55 Full Formula
- § 21574 4th Level 1959 Survivor
- § 20037 3 Yr Final Compensation

1. Effective July 4, 2011, the City pays six percent (6%) of the normal CalPERS **member** contribution; employee pays one percentage point (1%) of the CalPERS **member** contribution per Resolution 11-063.
2. Effective 7/11/16, employees shall pay four percent (4%) of their PERSable compensation towards the CalPERS employer contribution for a total of one percent (1%) of the CalPERS **member** contribution and four percent (4%) of the employer contribution per Resolution 15-090.
3. Effective the first full pay period beginning in January of 2019, the City will pay four percent (4%) of the CalPERS member contribution and employees shall pay three percent (3%) of their PERSable compensation towards the CalPERS **member** contribution and two percent (2%) of their PERSable compensation towards the CalPERS employer contribution. The City will adopt a resolution to reflect this change prior to the effective date.
4. Effective the first full pay period beginning in January of 2020, the City will pay two percent (2%) of the CalPERS **member** contribution and employees pay five percent (5%) of their PERSable compensation towards the CalPERS **member** contribution. The City will adopt a resolution to reflect this change prior to the effective date.

- D. It is understood that all contributions paid by the employee as described in Parts A through C above shall be calculated based upon the full base salary of the employee, plus any additional PERSable compensation, and any Employer Paid Member Contributions (EPMC).

- E. The City pays EPMC for the various "Tiers" as outlined above and reports the value of EPMC payments as special compensation. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1)(F) as Value of Employer-Paid Member Contributions. The parties also agree that the City has no additional obligation or costs should CalPERS, the State or the IRS determine otherwise.

The City adopted a resolution providing that all employee CalPERS contributions shall be deducted on a pre-tax basis to the extent permitted by law or IRS regulation. All employee payments of the employer share are done pursuant to Government Code Section 20516(f).

There shall be no sunset date to any provision in Section 30.

- F. The California Public Employees' Pension Reform Act of 2013 (PEPRA) -As it may from time to time exist, the PEPRA shall in its entirety be given full force and effect. Any provision in this MOU which contradicts any provision of the PEPRA shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be deemed to impair any provision of this MOU or any MOU, Agreement, Rule or Regulation predating this MOU. PEPRA includes, but is not limited to, the provisions described below:

Unit members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code§ 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

Unit members who are "new members" and miscellaneous employees on and after January 1, 2013, shall be enrolled in the 2%@ 62 retirement formula (Govt. Code§ 7522.20).

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.), and their retirement benefits shall be calculated based on "pensionable compensation" (Section 7522.10) rather than "compensation earnable" (Section 20636).

- G. In addition, the City has adopted the PARS Retirement Enhancement Plan generally described as .5% (one-half percent) at 55 or at 60, depending upon the employee's hire date, for all miscellaneous employees hired on or prior to December 31, 2012. To be eligible, employees must be at least age 56, have ten

(10) years of full-time continuous service and retire from the City. This benefit will be paid to qualified retirees in addition to any CalPERS benefits to which they are entitled.

H. Employer Paid Member Contribution (EPMC)

1. Effective July 4, 2011:

This benefit shall consist of paying 8% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation for employees hired prior to September 1, 2010.

This benefit shall consist of paying 7% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable (excluding Government Code Section 2063(c)(4)) as additional compensation for employees hired on or after September 1, 2010.

This benefit shall consist of paying 6% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation for employees hired on or after July 4, 2011.

Payment of EPMC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636(c)(4)) which is the monetary value of EPMC on compensation earnable.

2. Effective the first full pay period in January of 2019:

This benefit shall consist of paying 5% of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation for employees hired prior to September 1, 2010.

This benefit shall consist of paying 5% of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation for employees hired prior to September 1, 2010 and before July 4, 2011.

This benefit shall consist of paying 4% of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation for employees hired on or after July 4, 2011.

3. Effective the first full pay period in January of 2020:

This benefit shall consist of paying 3% of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation for

employees hired prior to September 1, 2010.

This benefit shall consist of paying 3% of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation for employees hired prior to September 1, 2010 and before July 4, 2011.

This benefit shall consist of paying 2% of the normal contributions as EPMC and reporting the same percent (value) of compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation for employees hired on or after July 4, 2011.

Payment of EPMC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636(c)(4)) which is the monetary value of EMPC on compensation earnable.

SECTION 30: TUITION REIMBURSEMENT FOR APPROVED COLLEGE AND UNIVERSITY COURSES

Reimbursements by the City of the following enumerated college and/or university course expenses shall not exceed two thousand three hundred dollars (\$2,300.00) during any fiscal year.

Eligibility for said reimbursement in an amount not to exceed \$2,300.00 in any one fiscal year shall be contingent upon a determination by the employee's department head or his designee that all the following conditions precedent exists:

- A. Expenses shall be incurred as regards coursework undertaken at a college or university that is licensed/accredited by one of the six regional accreditors involved in higher education accreditation in the United States.
- B. The applicant for reimbursement shall represent to the Personnel Department documentation prepared by the accredited/licensed college or university which evidences the applicant's receipt of a grade of "C" or "pass" in a pass/fail class. As regards each class for which reimbursement is sought (where an employee is simultaneously enrolled in multiple approved classes and does not receive a "C" or "pass" in any one or more of such classes, the amount of expenses subject to City's reimbursement shall be reduced and/or as appropriate, pro-rated to reflect no reimbursement being made for expenses related to classes where the minimal grade was not received).
- C. Eligibility for reimbursement for said expenses shall be confined to either: 1) those courses that in and of themselves consist of curriculum which is predominately related to the development of skills reasonably anticipated by the City to enhance the applicant's job performance (by means of a non-inclusive example only, art classes would not qualify for reimbursement); or 2) where the employee has

declared a major that is job-related as set forth in this section C, to those classes which must be completed as a condition precedent to successful completion of the course of study in the selected major.

- D. Eligibility for reimbursement upon completion of coursework shall be predicated upon the employee's department head or his designee, making a written determination prior to the affected employee's enrollment in the course(s) for which reimbursement is later sought, that the coursework is offered by an accredited college or university and that the above-described job nexus does exist. The determination of the Department Head or his designee in such regards shall be final.
- E. The costs which shall be subject to reimbursement are limited to the following: 1) tuition, 2) books, 3) supplies, 4) parking, and 5) laboratory. In addition to all other conditions precedent to reimbursement set forth in this section, prior to reimbursement being approved, written receipts shall be provided to the Personnel Department and shall evidence each expenditure for which reimbursement is sought.

SECTION 31: ENCOURAGING PROFESSIONAL DEVELOPMENT

Promotions are movements to a different classification with a higher pay range. Bargaining unit employees are encouraged to seek regular performance feedback from their direct supervisors and other Department leadership for professional development and in order to prepare to compete for future promotional opportunities. If a member applies for a promotion to a bargaining unit position and is not selected for an interview or has an interview but is not selected for the job, the employee is encouraged to request feedback from their supervisor as to reasons why they were not selected. The supervisor will work other Department personnel and/or Human Resources to provide a response to the requesting employee within 30 days of the request.

Bargaining unit employees are encouraged to register on the City's employment portal to be informed of promotional opportunities by email, and to check their City email account regularly for information regarding promotional opportunities.

SECTION 32: REQUIRED CERTIFICATIONS AND RECERTIFICATIONS

The City will pay for the cost of any required certifications or recertification required of employees to maintain their positions. Required certifications must be outlined in an employee's classification specification. The Department Director, with the approval of the City Manager, can add to but not eliminate certifications and recertifications that Departments will cover the costs for employees to maintain. Any additions by the Department Head must be applied equally to all employees in that classification.

SECTION 33: 4/10 WORK WEEK

City Hall generally operates on a 4/10 work week, hours 7am to 6pm, Monday through Thursday. However, different work schedules consisting of various work hours and days

may be adopted by individual departments based on departmental need. Remote facilities operate on a 40-hour work week of varying days and times.

SECTION 34: DIRECT DEPOSIT

All new bargaining unit members are required to enroll in direct deposit. Vacation buy backs can be by paper check.

SECTION 35: CARPOOL PROGRAM

The City has implemented a well-defined, equitable, carpool program that eliminated the previously provided time-off incentive with a financial incentive. The carpool program is open to all full-time regular employees. Participation is voluntary, and employees interested in participating shall file a Rideshare Application Agreement and comply with the requirements of the program. The financial incentive for the program is \$2.60 per day for every day that the bargaining unit employee carpools.

SECTION 36: CONFIDENTIAL EMPLOYEES

The City will provide RCMA with a list of specific Confidential Employees whose positions are covered by the Management Employees' bargaining unit. These employees are designated as Confidential Employees due to the work they perform related to employer-employee relations and the access they have to information related to employer-employee relations. The City will update that list when a new confidential employee is hired, or the duties of a current confidential employee changes and they are no longer involved in employer employee relations.

Employees designated as confidential employees may not act as representatives of employee organizations which represent other employees of the City, may not represent employees in discipline or grievance procedures and may not provide information or participate in labor negotiation on behalf of RCMA.

Confidential Employees may be employed in some of the following positions (this list is not exhaustive):

Deputy Director of Finance
Deputy Director of Human Resources
Finance Manager
Principal Accountant
Revenue Manager
Senior Executive Assistant

SECTION 37: USE OF BULLETIN BOARDS AND CITY EMAIL SYSTEM

The City will furnish a portion of existing bulletin board space, located in bargaining unit break areas where such bulletin boards currently exist, for RCMA notices. Such space will be no less than 18" x 24". If insufficient bulletin board space exists in a Bargaining Unit work or break area, the RCMA may, after receiving approval in writing

from the City, put up a bulletin board not to exceed 18" x 24" depending on available space. RCMA may also distribute notices to covered employees through the City's email system. Bulletin boards and emails shall only be used for the following notices:

- Scheduled RCMA meetings, agenda and minutes.
- Information on RCMA elections and the results.
- Information regarding RCMA social, recreational, and related news bulletins.
- Reports of official business of RCMA, including negotiations, reports of committees or the Board of Directors.

City equipment (including City computers, laptops, and tablets), materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by City employees during their regular work time. Notices that are posted, distributed or placed in an employee's City mailbox shall not be obscene, defamatory, or of a political nature. All notices to be posted must be dated and signed by an authorized representative of RCMA. RCMA agrees to follow the City's E-Mail Policy when sending emails to City employees. RCMA understands that all electronic mail is not confidential, and that the city reserves the right to access and disclose all messages sent over its email system for any purpose in accordance with the City's E-Mail Policy.

SECTION 38: ACCESS TO WORK LOCATIONS

The parties recognize and agree that in order to maintain good employee relations; it is necessary for Labor Relations Representatives and designated Officers and representatives of RCMA to confer with Bargaining Unit employees during working hours. Therefore, RCMA Labor Relations Representatives, Officers or representatives will be granted access to work locations during regular working hours to investigate and process grievances or appeals. RCMA Labor Relations Representatives or Officers shall be granted access upon obtaining advance authorization from the designated management representative prior to entering a work location and after advising the City at least one business day in advance of the requested access, of the general nature of the business. The designated management representative may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of City operations. The designated management representative shall not unreasonably withhold timely access to work locations. The City shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the designated management representative shall establish a mutually agreeable time for access to the employee. RCMA Labor Relations Representatives or Officers granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal. The City shall not unreasonably interfere with RCMA's access right to work locations and any reasonable denial of access shall not be subject to the grievance procedure.

SECTION 39: NEW EMPLOYEE ORIENTATION - AB119

City shall provide thirty (30) minutes at a mutually agreeable time during the employee onboarding process for a RCMA representative to meet with a new RCMA covered

employee and present benefits of being a member of the union. Onboarding of new employees occurs during the first working day at the start of a new pay period up to twenty-six (26) times per year. The City will provide a calendar before the start of a new year. The City will provide RCMA with at least 10 days-notice, or as soon as practicable, of onboarding of new RCMA covered employees. A RCMA representative will have up to 30 minutes of uninterrupted time to meet with new RCMA covered employees. Prior to meeting, or in no case later than the meeting time, the City will provide the name and job assignment of the new employee to the RCMA representative. The City will provide designated RCMA representatives with all available information about the employee as required under AB119 within 30 days of the employees start date and the City will provide information on all RCMA covered employees again as required by AB119 at least three (3) times per year.

SECTION 40: USE OF CITY RESOURCES

RCMA may be granted permission to use any City facilities accessible to the general public for meeting purposes, during the regular hours such space is accessible to the public, provided space for such meetings can be made available without interfering with City needs and is otherwise not reserved by any other groups or individuals. RCMA may also be permitted to use the City Council Chambers, during regular business hours, for RCMA meetings, provided the City Council Chambers is not otherwise reserved. Permission to use City facilities must be obtained by RCMA from the appropriate management representative. RCMA shall be held fully responsible for any damages to, and the security of, any City facilities that are used by RCMA.

SECTION 41: ASSOCIATION RELEASE TIME

When RCMA is formally meeting and conferring with representatives of the City on matters within the scope of representation during regular City business hours, a reasonable number of Officers or other representatives of the RCMA shall be allowed reasonable time off without loss of compensation or other benefits.

1. Such Officers and representatives shall not leave their duty or workstation or assignment without the knowledge of the department head or division manager.
2. Such meetings are subject to scheduling in a manner consistent with operating needs and work schedules.

RCMA Officers or representatives shall be permitted, if requested by an RCMA represented employee to attend an employee counseling session, which could result in disciplinary action. Such officers or representatives shall also be permitted, if requested by the Association employee, to be present at an employee disciplinary session.

1. Such Officers or representatives shall not leave their duty or workstation or assignment without the knowledge of the department head or division manager.
2. No more than one employee at a time shall be granted release time to represent one employee.

RCMA Officers or representatives of the Association shall be given reasonable time during work hours to investigate and process specified grievances or complaints arising out of the application of MOU or personnel rules, upon prior permission from their respective department head or division manager.

During the term of the next MOU, RCMA Officers and representatives agree to track their Association release time via the payroll system. The City and RCMA agree to review this usage to determine if limits need to be incorporated into a subsequent MOU.

SECTION 42: RELEASE FOR ALL HANDS MEETING

RCMA shall be allowed four (4) ninety (90) minute periods of release time for all hands meetings per fiscal year, including travel time, during work hours. For the purposes of labor negotiations with the City additional meetings may be requested and may be granted by the Human Resources Director.

SECTION 43: LABOR MANAGEMENT COMMITTEE

The City and RCMA agree to implement quarterly labor/management committee (LMC) meetings to discuss employee relations issues. The LMC will not be authorized to change the MOU or to settle any grievance.

SECTION 44: PRIORITY OF MEMORANDUM OF UNDERSTANDING

This memorandum of understanding between the City and the Rancho Cucamonga Management Association shall take precedent over the Personnel Rules adopted per Resolution 13-065.

SECTION 45: ADOPTION OF MOU

This memorandum between the City and the Rancho Cucamonga Management Association was adopted on June 2, 2020.

City of Rancho Cucamonga:

Date_____

John R. Gillison
City Manager

Lori Sassoon
Deputy City Manager

Robert Neiuber
Human Resources Director

Rancho Cucamonga Management Association:

Date_____

Katie Distelrath
Deputy Director of Community Services

Noah Daniels
Finance Manager

Albert Espinoza
Deputy Director of Public Works