

CITY OF WALNUT
AND
WALNUT CITY EMPLOYEES ASSOCIATION
PART-TIME UNIT
MEMORANDUM OF UNDERSTANDING
JULY 1, 2018– JUNE 30, 2019

**PART-TIME UNIT
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I
TERM OF AGREEMENT**

This Memorandum of Understanding (MOU) is made by and between the City of Walnut (City) and the Walnut City Employees Association (WCEA) and shall be in effect July 1, 2018 through June 30, 2019, unless otherwise indicated herein.

It is agreed that in the event this Memorandum of Understanding expires, its terms and conditions shall continue in effect until replaced by a successor agreement.

**ARTICLE II
RECOGNITION**

Pursuant to Resolution No. 4050 of the City Council of the City of Walnut and California Government Code Sections 3500-3510, the City hereby recognizes the Walnut City Employees Association as the majority representative of all non-exempt and non-confidential, part-time positions of the City as set forth in Appendix "A."

The recognition rights of the Walnut City Employees Association shall not be subject to challenge for a period of not less than twelve (12) months following the date of recognition or until the expiration of this MOU, whichever is later.

**ARTICLE III
BINDING ON SUCCESSORS**

This MOU shall be binding on the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected or changed in any way whatsoever by the consolidation, merger, transfer, assignment, or takeover of either party hereto.

**ARTICLE IV
SEVERABILITY**

In the event that any provision of this MOU is invalidated by any court of competent jurisdiction or legislative or regulatory enactment, this shall not invalidate the entire MOU, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE V
NONDISCRIMINATION

Section 1. The City and WCEA shall agree that the provisions of this MOU shall be applied to employees without unlawful discrimination due to race, religion, color, sex, gender, age, nation or origin, ancestry, handicap or disability, marital status, sexual orientation, pregnancy, veterans status, age over 40 years or medical condition (as defined by the California Fair Employment and Housing Act, California Government Code Sections 12900 et seq).

Section 2. WCEA shall not discriminate in membership or representation on any basis cited in Section 1 of this Article.

ARTICLE VI
NO IMPLIED WAIVER

The failure or refusal of the City or WCEA to exercise any right, privilege, or authority under any provision of the MOU at any time shall not be construed as a present, continuing, or prospective waiver of the City's or WCEA's rights, privileges, or authority under that provision or any other provision of this MOU.

ARTICLE VII
CONCLUSION OF AGREEMENT

This agreement contains all of the covenants, stipulations, and the provisions agreed upon by the parties. It is understood that all items relating to employee wages, hours, and other terms and conditions of employment not covered in this agreement are covered by existing ordinances, resolutions, policies, and practices in effect, as well as the Personnel Rules and Regulations presently in effect. Therefore, for the term of this agreement, the City and WCEA shall not be compelled to Meet and Confer concerning any Meet and Confer issue, whether specifically Met and Conferred upon prior to the conclusion of this agreement or which may have been omitted from the Meet and Confer process which led up to the conclusion of this agreement, except by mutual agreement of the parties.

ARTICLE VIII
NO CHANGE OF BENEFITS

During the term of this MOU there shall be no change of benefits or privileges contained in existing resolutions and rules not specifically revised by the provisions of the MOU, except after compliance with applicable laws.

ARTICLE IX
MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the City retains all of its powers and authority to direct, manage, and control its operation to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive right to: determine its organization; direct the work of its employees; assign work not expressly covered by job description; determine the times and hours of operation; determine normal working hours and to schedule shifts accordingly; determine the kinds and level of service to be provided and the methods of providing them; establish its policies, goals and objectives; make technological improvements; determine staffing patterns; determine the number and kind of personnel required; maintain the efficiency of City operations, build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work in accordance with the law; determine the procedures and standards of selection for employment and promotions; establish and enforce dress and grooming standards; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; modify performance programs and standards; determine the manner in which compliance with the Americans With Disabilities Act will be accomplished; establish employee performance standards, including quality and quantity standards; require compliance and take any action necessary to meet conditions of any emergency nature, provided that WCEA shall be afforded the opportunity to Meet and Confer concerning the impact of any such action if inconsistent with this MOU.

Section 2. Said Meet and Confer shall commence within ten calendar days of the City's receipt of a written WCEA demand to commence the Meet and Confer process.

Section 3. The City retains the right to hire, classify, assign, evaluate, promote, terminate, transfer, and discipline employees for just cause.

ARTICLE X
WCEA RIGHTS

Section 1. Employee Rights. The City shall not discriminate against an employee for exercising any rights or benefits provided in this MOU.

Section 2. Payroll Deduction. The City shall make payroll deductions of WCEA dues in accordance with appropriate written authorizations provided by individual employees.

Section 3. Use of Bulletin Boards. Space shall be made available to WCEA on existing departmental bulletin boards. Notices shall be dated and signed by the authorized representatives of WCEA responsible for their issuance.

Section 4. Use of City Facilities. With advance approval of the City, WCEA may hold meetings of its members and employees on City premises during non-working hours.

Section 5. Release Time for Meetings. WCEA and its members shall be allowed paid release time for the following WCEA meetings:

- A. One hour per Board Member per month for WCEA Board Meetings
- B. One hour per employee per year to attend the annual WCEA membership meeting
- C. One hour per employee to attend MOU ratification meetings

Section 6. Provisions of State and Federal Laws. Any and all rights afforded WCEA and its members by applicable state and federal laws not specifically described in this Article shall be included and considered as WCEA rights.

Section 7. Release Time for Meet and Confer. Up to three (3) employees may be granted paid release time for Meet and Confer sessions with the City representative(s).

ARTICLE XI **SAFETY**

Section 1. Recognizing that a safe work environment is of substantial benefit to both the City and its employees, the City and WCEA agree as follows:

- A. No employee shall be required to work under conditions dangerous to the employee's health and safety.
- B. The City shall make every reasonable effort to provide and maintain a safe and healthful workplace. WCEA shall urge all employees to perform their work in a safe and healthful manner. Employees shall be alert to unsafe practices, equipment, or conditions and shall report them to supervisor. All employees shall follow safe and healthful work practices and obey safety rules.

ARTICLE XII **NO STRIKES/LOCKOUTS**

Section 1. WCEA and its members will not cause, sanction, or partake in any strike (whether sit-down, stay-in, sympathetic, general, or any other kind) walkout, picketing, stoppage of work, retarding of work or boycott (whether primary or secondary in nature), or any other interference with the operation and conduct of the City's business.

It is specifically understood and agreed that the City, during the first working day, or any part thereof, of the activity prohibited by this provision, shall have the right to impose reasonable discipline short of suspension, demotion, or dismissal against individuals participating in such activity.

However, after the first working day or any part thereof, of the prohibited activity and if such activity recurs during the term of the MOU, the City shall have the right to dismiss any employee participating therein, which dismissal shall be considered a disciplinary discharge for just cause. Such dismissal shall be subject to disciplinary procedures as set forth in the MOU or applicable policy.

Failure or refusal by WCEA's officers, agents, or any other representative to comply with the terms set forth herein shall constitute leading and instigating a violation of these provisions. Therefore, in the event that any of the occurrences prohibited by this provision take place, WCEA shall immediately and publicly disavow such action as authorized and will use all reasonable means within its power to stop such action at the earliest possible time, and will not honor any picket line set up under such circumstances.

Section 2. The City agrees that there shall be no lockout of employees during the term of the MOU.

ARTICLE XIII SALARIES

Section 1. Effective January 1, 2009, all bargaining unit employees shall receive a cost of living salary increase of a minimum of 3.5% to a maximum of 4.5% based on the movement in the CPI for Los/Angeles/Riverside/Orange County from October 2007 to October 2008.

Section 2. Effective July 1, 2014, all bargaining unit employees shall receive a Cost-of-Living Adjustment of 5.0%.

Section 3. Effective July 1, 2015, all bargaining unit employees shall receive a Cost-of-Living Adjustment of 2.0%.

Section 4. Effective July 1, 2016, all bargaining unit employees shall receive a Cost-of-Living Adjustment of 3.0%.

Section 5. Effective July 1, 2017, all bargaining unit employees shall receive a Cost-of-Living Adjustment of 3.0%.

Section 6. Effective July 1, 2018, all bargaining unit employees shall receive a Cost-of-Living Adjustment of 6.0%.

ARTICLE XIV VACATION

Section 1. Effective July 1, 2000, bargaining unit employees will accrue vacation leave in accordance with the following:

Weekly Work Hours

Vacation Hours

1-10 hrs/week
11-29 hrs/week
30+ hrs/week

2 hrs/month
4 hrs/month
5.6 hrs/month

Section 2. The cap of the maximum vacation leave accrual shall be 100 hours.

Section 3. Bargaining unit employees may not take vacation leave with pay in excess of their scheduled weekly work hours. As an example, an employee scheduled to work thirty hours per week may not request more than thirty hours of accrued vacation leave with pay during one week.

Section 4. All other existing rules and regulations relating to vacations shall apply to the use of this benefit.

ARTICLE XV
LONG-TERM DISABILITY INSURANCE

Section 1. Effective May 1, 1997, the City will amend the Long-Term Disability Insurance coverage for unit employees to provide a benefit level of 66 2/3% of base salary in the event of a disability after a 60-calendar-day elimination period. All other conditions and benefits under the existing Long-Term Disability Insurance shall remain the same.

ARTICLE XVI
MOVE-UP PAY PROVISION

Section 1. In the event unit employees are temporarily assigned to work in a higher classification or assigned work or additional duties of a level higher than the employee's existing assignment as described in the employee's job description, said employee or employees shall be paid not less than 10% above the employee's current rate of pay.

Section 2. To qualify for move-up pay, the employee must be assigned to the higher classification or higher duties for 30 calendar days. Upon completion of the 30 calendar days in the move-up assignment, affected employees shall be paid the move-up benefit retroactive to the first day of said move-up assignment.

Section 3. Move-up shall be employed in the event of added duties due to vacancies resulting from terminations, retirements, disabilities, and/or leaves of absence.

ARTICLE XVII
SUBSTANCE ABUSE POLICY

The City and WCEA are mutually committed to maintaining a drug and alcohol free workplace. To that end, the parties agree as follows:

As part of providing a drug free, safe work environment, the city has a drug-free workplace policy as well as a substance abuse program that will assist the employees who have identified they have a substance abuse problem.

Once an employee has notified the City or the City has determined an individual is in need of assistance, the following procedures will be followed:

1. The City will work with the employee and their insurance carrier to get the individual enrolled into a rehabilitation program.
2. A Last Chance Agreement outlining the conditions that must be met for continued employment may be offered.
3. No employee shall be discharged for a substance abuse problem provided that they successfully complete the rehabilitation program and provide sufficient documentation as well as adhere to the Last Chance Agreement.
4. An employee who is enrolled in a substance abuse treatment program will be permitted to use all their accrued leave to compensate for loss of time from work while in rehabilitation.

ARTICLE XVIII
REDUCTION-IN-FORCE/LAYOFF POLICY

Section 1. The City and WCEA agree to the Reduction-In-Force/Layoff Policy as described in Section 57 of the Personnel Rules and Regulations.

ARTICLE XIX
TERMINATION APPEALS

Section 1. It is agreed that the Third Party Advisory Process for terminations as described in Appendix B shall be incorporated into the City's disciplinary appeals process.

ARTICLE XX
SICK LEAVE ACCRUAL

Section 1. Effective July 1, 1999, sick leave for permanent part time employees will be amended to be more consistent with that of full time staff as follows:

Weekly Work Hours	Sick Leave Hours
1-10 hrs/week	4 hrs/month
11-29 hr/week	4.8 hrs/month
30+ hr/week	5.6 hrs/month

Section 2. The City agrees to eliminate all language related to disciplining employees for sick leave usage based solely on the number of hours used as described in Section 50 of the Personnel Rules and Regulations.

Section 3. All other existing rules and regulations relating to sick leave shall apply to the use of this benefit.

ARTICLE XXI
FLOATING HOLIDAY ACCRUAL

Section 1. Effective July 1, 1999, floating holiday time for permanent part-time employees will be amended to be more consistent with that of full time staff as follows:

Weekly Work Hours	Floating Holiday Hours
1-10 hrs/week	10 hrs/year
11-29 hrs/week	20 hrs/year
30+ hrs/week	30 hrs/year

Section 2. All other existing rules and regulations relating to floating holiday hours shall apply to the use of this benefit.

ARTICLE XXII
SUGGESTION BOX

Section 1. Effective July 1, 1999, the City will implement the use of a Suggestion Box for employee input for regular view and consideration by management staff.

ARTICLE XXIII
RETIREMENT

Section 1. Effective July 1, 1999, the City will amend the City's contract with the Public Employee Retirement System (PERS) from three highest year's average to single highest year calculation.

Section 2. Effective July 1, 1999, the City will amend the contract with PERS to increase the contribution from 2% @ 60 years to 2% @ 55 years.

Section 3. It is agreed to reopen CalPers retirement benefits in year three (July 1, 2007 through June 30, 2008) for the purpose of discussing improvements in retirement.

Section 4. Effective July 1, 2008 the City will add PERS pre-retirement Option Settlement 2 Death Benefits Section 21548.

Section 5. Effective July 1, 2018 all CalPERS Classic Members will contribute 2% towards the Employer Paid Member Contribution (EPMC).

ARTICLE XXIV
1959 SURVIVORS BENEFIT

Section 1. Effective July 1, 2002, the City will pay the employee's \$2.00 monthly premium for 1959 Survivors Benefit Level IV for all bargaining unit employees.

ARTICLE XXV
EMPLOYMENT STATUS

Section 1. Effective July 1, 1999, the City will eliminate Section 9B from the Personnel Rules and Regulations referencing at-will employment.

ARTICLE XXVI
EMPLOYEE EVALUATIONS

Section 1. Effective July 1, 1999, permanent part time employee evaluations will be consistent with full time staff evaluation schedules. The first evaluation will be conducted after six months employment, the second evaluation after 18 months employment, and evaluations will be conducted yearly thereafter.

Section 2. Effective July 1, 2000, City will amend Personnel Rules and Regulations to include a policy that does not permit any items three years or older to be allowed in performance evaluations.

ARTICLE XXVII
EMPLOYER CONTRIBUTION TOWARD INSURANCES

Section 1. Effective July 1, 2005, bargaining unit employees working at least 30 hours per workweek and less than 35 hours per workweek will receive 50% of the cost of employee only HMO health insurance coverage.

Section 2. Effective July 1, 2005, bargaining unit employees working 35 hours or more per workweek will receive 100% of the cost of employee only HMO health insurance coverage.

Section 3. Effective July 1, 2005, bargaining unit employees working 30 hours or more per workweek may purchase dental and/or vision insurance coverage at the employee's cost.

ARTICLE XXXI
PERSONNEL RULE SECTION 5.A

Section 1. The City shall amend Personnel Rules Section 5.A to reflect an increase in mileage reimbursement to the IRS maximum.

ARTICLE XXIX
PERSONNEL RULE SECTION 9.I

Section 1. The City shall amend Personnel Rules Section 9.I, modifying Section 2 and adding Sections 3 and 4 as follows:

Section 2. Sick leave may be accrued from year to year.

Section 3. After 5 years of continuous service, bargaining unit employees will be paid all accrued sick leave over 160 hours at the rate of one-half of the employee's current rate of pay, upon termination.

Section 4. After 5 years of continuous service, employee will be paid all accrued sick leave at the rate of one-half of the employee's current rate of pay, upon termination.

ARTICLE XXX
PERSONNEL RULE SECTION 9.K

Section 1 The City shall amend Personnel Rules Section 9, adding Section K for bargaining unit employees as follows:

Section 1. Each bargaining unit employee is allowed 18 hours of personal leave per calendar year, (January through December) which is charged to accumulated sick leave.

Section 2. An employee is eligible to use personal leave after six months of continuous service with the City.

ARTICLE XXVIII
PERSONNEL RULE SECTION 15.F

Section 1. The City shall amend Personnel Rules Section 15.F regarding overtime assignments. Overtime will be assigned on a rotational basis via a sign-up sheet in each department. Employees wishing to work overtime will be placed on the list in order of seniority based on total length of service within the department. Scheduled overtime will be assigned, whenever practical, from the appropriate department's list. The person next in line will be offered the work. If that person refuses the overtime offer, he/she goes to the bottom of the list and will not be offered overtime until a full rotation of the list has occurred. If the person at the top of the list performs the overtime he/she also goes to the bottom of the list. If no one signs up, the Department Head has the right to assign whomever he/she chooses.

Section 2. The City shall amend Personnel Rules Section 15.F to state that overtime may be paid for or taken as compensatory time at the option of the employee.

ARTICLE XXXII
PERSONNEL RULE SECTION 26

The City shall amend Personnel Rule 26 to include payment for jury service for permanent part-time employees. Payment shall be equal to their regularly scheduled weekly hours.

ARTICLE XXXIV
PERSONNEL RULE SECTION 30

The City shall amend Personnel Rules and Regulations Section 30 to provide up \$1,000 per fiscal year to permanent-part time employees who work 35+ hours a week and who have worked for the City for at least three (3) years for the Educational Enhancement Program.

ARTICLE XXXV
MAINTENANCE OF MEMBERSHIP CLAUSE

Section 1. Effective July 1, 2018 any employees in this unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the City during the term of this agreement; provided however that any employee in the unit may terminate such Union dues during the period of July 1 through September 1 of each year of the agreement by notifying the Union of their termination of dues in writing with a letter containing the following information: employee name, employee number, job classification, department name, and name of the Union from which dues deductions are to be canceled. The Union will provide the City's

HR department with the appropriate documentation to process these dues cancelations within a ten (10) business days after the close of the withdrawal period.

SIGNED: Suzie Gonzales DATE: 7.18.18
SUZIE GONZALES
WCEA PRESIDENT

SIGNED: [Signature] DATE: 7/18/18
ROBERT M. WISHNER
CITY MANAGER

PART TIME UNIT

ADMINISTRATIVE INTERN

CABLE PRODUCTION ASSISTANT

OFFICE CLERK

RECREATION SPECIALIST

