

MEMORANDUM OF UNDERSTANDING

CLASSIFIED UNIT

CITY OF WALNUT

AND

WALNUT CITY EMPLOYEES' ASSOCIATION

July 1, 2025 - June 30, 2027

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APPENDIX A - POSITION TITLES

CLASSIFIED UNIT
MEMORANDUM OF UNDERSTANDING

ARTICLE 1
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 from July 1, 2025, through June 30, 2027, 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 2
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 confidential, full-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 3
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 4
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 5
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 Civil Rights Department (formerly known as 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 6
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 7
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 of the City 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 Meet 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 8
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 this MOU, except after compliance with applicable laws.

ARTICLE 9

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 10

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 by 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 11

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 healthy workplace. WCEA shall urge all employees to perform their work in a safe and healthy manner. Employees shall be alert to unsafe practices, equipment, or conditions and shall report them to their supervisor. All employees shall follow safe and healthy work practices and obey safety rules.

ARTICLE 12

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 unauthorized 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 this MOU.

ARTICLE 13

SALARIES

Section 1. Effective July 1, 2025, all bargaining unit employees shall receive a Cost-of-Living adjustment of 3% to base salary plus a one-time Bonus of \$1,250.00.

Section 2. Effective July 1, 2026, all bargaining unit employees shall receive a Cost-of-Living adjustment of 3% to base salary plus a one-time Bonus of \$1,250.00.

ARTICLE 14

VACATION ACCRUALS and ACCUMULATION

VACATION ACCRUALS rates shall be based on the work schedule as follows:

Years of service	5/40 schedule Vacation accrual	9/80 schedule Vacation accrual	4/10 schedule Vacation accrual	Vacation days earned
0-5	3.69 pp	4.15 pp	4.62 pp	12 days
6-10	4.92 pp	5.54 pp	6.15 pp	16 days
11 & up	6.15 pp	6.92 pp	7.69 pp	20 days

Section 1. The cap on the maximum number of vacation hours a unit employee may accumulate shall be increased from 250 hours to 300 hours effective July 1, 2002. No further accruals will be allowed with vacation balances at 300 hours.

Section 2. Effective July 1, 2014, to be eligible for the annual vacation cash-out option, employees must have used at least 40 hours of vacation time within the preceding calendar year and must have a minimum balance of 160 vacation hours after the cash out.

Any or all of the cash-out will be paid, upon written request of the employee, once a year at the employee's current wage at the time of payment. Said payment is to be made on the first day of February, or at such time as the City Manager may determine at his/her absolute discretion as appropriate.

ARTICLE 15

LIFE INSURANCE, SHORT-TERM AND LONG-TERM DISABILITY INSURANCE BENEFITS

Effective July 1, 2025, the City shall provide:

- A. \$50,000 Term Life and AD&D Insurance policy at City cost
- B. A Short-Term and Long-Term Disability insurance policy at City cost

ARTICLE 16

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 pay shall be authorized as a result of the assignment of additional duties due to vacancies resulting from terminations, retirements, disabilities, and/or leave of absence, or as approved by the City Manager.

ARTICLE 17
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 18
REDUCTION-IN-FORCE/LAYOFF POLICY

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

ARTICLE 19
TERMINATION APPEALS

Section 1. It is agreed that the Third Party Advisory Process for terminations shall be incorporated into the City's disciplinary appeals process per the City Rules and Regulations.

ARTICLE 20
SICK LEAVE UTILIZATION

Section 1. The City agrees to eliminate all language related to disciplining employees for sick leave usage based solely on the number of hours used.

Section 2. All other existing rules and regulations relating to sick leave shall apply to the use of this benefit.

ARTICLE 21
SICK LEAVE OPTIONS AT END OF EMPLOYMENT

Following the completion of the initial probationary period, an employee who retires, resigns, or terminates in good standing, may elect to have all of their sick leave balance reported to CalPERS for conversion to service credit or may have their sick leave balance paid at one-half the employee's final base rate of pay.

ARTICLE 22
EMERGENCY CALLOUT

The Emergency Call-Out policy for full-time unit employees shall be a minimum of four (4) hours pay, regardless of the amount of time it takes to rectify the problem. The employee shall be paid at the overtime rate as outlined in the Personnel Rules.

ARTICLE 23
FLOATING HOLIDAY HOURS

Section 1. Each full-time employee on a 4/10 work schedule is allowed 20 floating holiday hours per calendar year (January through December based on paycheck date).

Section 2. Each full-time employee on a 9/80 or 5/40 work schedule is allowed 21 floating holiday hours per calendar year (January through December based on paycheck date).

Section 3. All other existing rules and regulations relating to floating holiday hours shall apply to the use of this benefit.

ARTICLE 24
HOLIDAYS

Unit employees will receive paid holidays as follows:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (observed third Monday in January)
- President's Day (observed third Monday in February)
- Memorial Day (observed last Monday in May)
- Independence Day (July 4)
- Labor Day (observed first Monday in September)

Veterans' Day (November 11)
Thanksgiving Day
Day after Thanksgiving Day (paid holiday only if scheduled to work that day) *
Christmas Eve (December 24)*
Christmas Day (December 25)
*New holidays effective 7/1/25

ARTICLE 25

SUGGESTION BOX

Section 1. Effective July 1, 1999, the City agrees to implement a Suggestion Box to receive anonymous suggestions from City employees.

ARTICLE 26

RETIREMENT

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

ARTICLE 27

1959 SURVIVORS BENEFIT

Effective July 1, 2002, the City will pay the employee's \$2 monthly premium for 2959 Survivors Benefit Level IV for all bargaining unit employees.

ARTICLE 28

EMPLOYEE EVALUATIONS

Effective July 1, 2000, the City will amend the 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 29

EMPLOYER CONTRIBUTION TOWARD INSURANCES

Section 1. Effective January 1, 2024, the employer shall increase the employer contribution (Cafeteria benefit) toward insurance to \$1,800.00 per month.

If an employee was hired before 1/1/24, the maximum cashout is \$1,225.00/month,

If an employee was hired 1/1/24 or after, the maximum cash out is \$600.00/ month.

Section 2. The City will amend the Personne Rules to only allow allocations in \$10 increments.

ARTICLE 30
DEFERRED COMPENSATION

All unit members are eligible to receive a matching contribution up to \$50.00 per month to a deferred compensation plan available through the City. Any voluntary employee contribution to deferred compensation will be deducted over 24 pay periods. To be eligible for this benefit, unit members must have completed an initial probationary period.

ARTICLE 31
LONGEVITY

Section 1. Longevity Pay will be paid based on the following:

- At 5 Years of service - \$50.00 bi-weekly
- At 10 Years of service - \$100.00 bi-weekly
- At 15 Years of service - \$150.00 bi-weekly
- At 20 Years of service - \$200.00 bi-weekly

ARTICLE 32
SECTION 125 PROGRAM

Section 1. It is agreed that the City shall make available to all bargaining unit employees a Section 125 Cafeteria Program. Participation in the Section 125 Program shall be voluntary to employees. The City will select a program administrator, and any fees for participation in the program charged by the administrator shall be the sole responsibility of participating employees.

ARTICLE 33
IRS MILEAGE REIMBURSEMENT

Section 1. The City shall comply with IRS guidelines regarding mileage reimbursement.

ARTICLE 34
BENEFITS -ADDING DOMESTIC PARTNER LANGUAGE

Section 1. The City shall amend Personnel Rules to add Domestic Partner language relative to the Cafeteria Plan and insurance coverages where permitted by vendors.

ARTICLE 35

OVERTIME

Section 1. The City shall amend Personnel Rules 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 the 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 the Personnel Rules to state that overtime may be paid for or taken as compensatory time at the option of the employee.

Section 3. The City shall amend the Personnel Rules to state that any full-time employee, other than an Administrative/Executive employee, who is required to work on an observed holiday beyond the regular 40-hour work period, shall be entitled to pay at the rate of two (2) times the regular rate of pay. For the purposes of this article, hours worked shall include any time on paid leave.

ARTICLE 36

BEREAVEMENT

Section 1. The City shall amend Personnel Rules and Regulations regarding bereavement leave. When the circumstances are such and the City Manager determines that conditions warrant, five (5) days of paid bereavement leave may be granted in the event of death of a relative of a full-time employee. "Relative" is defined as a spouse, domestic partner, parents, children, stepchildren, brothers, sisters, grandparents, grandchildren, half-brothers, half-sisters, aunts, uncles, or any other individual related by blood or marriage, or other individuals under special circumstances approved by the City Manager. The City Manager has the authority to grant additional paid bereavement time per the Personnel Rules and Regulations.

ARTICLE 37

WORK BOOT POLICY

Section 1. The boot allowance will be \$300 per fiscal year for full-time maintenance and code enforcement employees.

ARTICLE 38
MAINTENANCE OF MEMBERSHIP CLAUSE

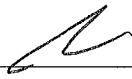
Section 1. Effective July 1, 2018 any employees in this unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the City during the term of this agreement; 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 ten (10) business days after the close of the withdrawal period.

ARTICLE 39
EDUCATIONAL ENHANCEMENT PROGRAM

- A. After one year of continuous full-time employment and an overall performance evaluation rating of satisfactory or above, full time employees shall be eligible to participate in the Educational Enhancement Program.
- B. An eligible employee must complete an Educational Enhancement Program application and have it approved by their immediate supervisor, department head, and City Manager prior to starting a course. This will ensure that each employee is enrolled in a program that will benefit the City.
- C. The City will advance up to \$1,000 of tuition related expenses per permanent-part time employee per fiscal year. The employee may select the learning institution of his/her choice. However, the institution must be recognized as accredited within State of California guidelines.
- D. The City will pay in advance 100% of the tuition-related expenses for technical certificate training programs, for a maximum of two (2) classes per semester or quarter.
- E. As indicated in Subsection C above, related expenses shall include books and parking fees, as well as tuition.

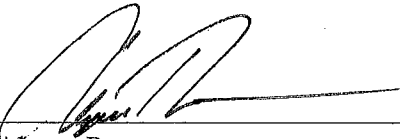
- F. Pre-payment will only be applicable if the employee signs the required waiver form granting the City permission to deduct the fee and related expenses from said employee's paycheck if the employee fails to complete the course successfully with a passing grade of "C" or better for undergraduate courses and a "B" or better for graduate courses. Such deductions will be taken in installments over twenty-six {26} bi-weekly pay periods and at no time will the deductions reduce the employee's wages below the minimum wage. During the time that tuition assistance is repaid through payroll deduction, the employee will not be eligible to participate in the Educational Enhancement Program for further assistance until the amount has been paid in full to the City.
- G. Upon approval of the City Manager, an employee may apply for *tuition reimbursement* for classes taken during such time that repayment is being made upon verification of a passing grade "C" or better for undergraduate courses and a "B" or better for graduate courses (based upon the official transcript) from the educational institution and upon submission of documented proof of tuition payment.
- H. All employees wishing to participate in the Educational Enhancement Program must sign an *Educational Enhancement Waiver Form*.
- I. Those employees wishing to attend a technical certificate training course not offered at a local college will be reimbursed at the going rate of said course based on fees charged at a local college.
- J. In the event of an employer-initiated layoff as described in Section 57, the affected employee will not be required to reimburse the City for any tuition related funds received within one year of the effective date of the layoff.

For the City of Walnut:


Justin Carlson
Director of Administrative Services

6/18/20

Date


Alyssa Ramos
Admin Services/Human Resources Officer

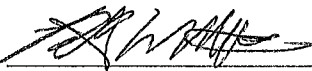
Date

For Walnut City Employees' Association:


Chris Rivera
WCEA President

6/18/25

Date


Rob Watanabe
WCEA Vice President

6/18/25

Date

Appendix A

CLASSIFIED UNIT:

Accounting Technician
Administrative Assistant
Administrative Services Specialist
Code Enforcement Specialist
Community Development Specialist
Community Development Technician
Foreman
Landscape Inspector
Maintenance Worker I, II
Office Assistant
Recreation Coordinator
Senior Accounting Technician
Senior Administrative Assistant
Senior Maintenance Worker