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MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF DIAMOND BAR

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) UNION, COUNCIL 36, LOCAL 917

PART-TIME NON-BENEFITTED PARKS AND RECREATION DEPARTMENT EMPLOYEES

Effective:

August 4, 2026 to June 30, 2031

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ARTICLE I AFSCME RECOGNITION

A. The City hereby recognizes the American Federation of State, County and Municipal Employees Union, Council 36, Local 917 (hereinafter "AFSCME" or the "Union") as the sole exclusive bargaining agent for City employees in the "Part-Time Non-Benefitted Parks and Recreation Employees" bargaining unit (hereinafter "Unit") with respect to wages, hours, and terms and conditions of employment. Part-time non-benefitted employees are classified as intermittent and/or seasonal part-time under the City's Personnel Rules and Regulations and Salary Resolution.

B. It is agreed that this Memorandum of Understanding was negotiated pursuant to the Meyers-Milias-Brown Act [Government Code Section 3500, et seq.] and the City of Diamond Bar Employer-Employee Relations Resolution.

C. For purposes of administering the terms and provisions of this Memorandum of Understanding:

   a. AFSCME recognizes the City Manager as the exclusive representative for the City for purposes of entering into this Memorandum of Understanding.

   b. AFSCME's principal authorized agent shall be its Business Agent. Addressed to: AFSCME Local 917. Addressed to: 3375 E. Slauson Avenue, Vernon, CA 90058.

ARTICLE II TERM

A. Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and effect from August 4, 2026 and shall remain in full force and effect up to and including midnight, June 30, 2031 or until the next Memorandum of Understanding becomes effective.

B. The Employee Relations Officer of the City and Union have met and conferred in good faith on wages, hours and other terms and conditions of employment for the employees represented by the Union and have reached agreements which are set forth in this MOU. This MOU constitutes a mutual recommendation by the City Manager, the City's negotiators and the Union, after ratification by its membership, to be submitted to the City Council for its determination and approval by one or more resolutions, as the City Council may deem proper and fit. This MOU shall be for the period commencing August 4, 2026 and shall remain in full force and effect up to and including midnight, June 30, 2031; provided, however, that specific sections of this MOU may have earlier or later effective dates as specified herein. This MOU is of no force or effect unless or until ratified and approved by a resolution of the City Council.

ARTICLE III CITY RIGHTS

Section 1. Exclusive Rights and Authority.

In order to ensure that the City is able to carry out its functions and responsibilities imposed by law, the City has and will retain the exclusive right to manage and direct the performance of City services and the workforce performing such services, subject to certain limitations contained elsewhere in this Memorandum of Understanding. Therefore, the following matters shall not be subject to the meet and confer process but shall be within the exclusive authority of the City. The consideration of the merits,

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necessity, or organization of any service activity conducted by the City shall include, but not be limited to the City's right to:

a. Determine issues of public policy;

b. Determine the mission of its constituents, departments, commissions and boards;

c. Determine and change the facilities, methods, technology, means, and organized structure pursuant to which the City operations are to be conducted;

d. Set standards and levels of service and programs, and to expand or diminish services;

e. Determine and change the number of locations, relocations, and types of operations, and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to contract, for any reason, any work or operations of the City.

f. Determine size and composition of the workforce, and allocate and assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments, including, but expressly not limited to, determine work schedules, the hours of work, the quantity of hours to be worked, number of staff to be assigned, and the assignment to work sites;

g. Determine the content and intent of job classifications, to develop new job classifications, and determine appropriate levels of compensation;

h. Lay-off employees for lack of work or other appropriate reasons; (The City agrees to meet and confer regarding the impacts of Lay-offs as required by law.)

i. Appoint, transfer and promote employees;

j. Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable policies and laws, except that the City agrees to follow the proposed disciplinary termination process provided in Article XV;

k. Determine policies, procedures and standards for selection, training and promotion of employees;

l. Direct its employees;

m. Establish and enforce employee dress and grooming standards, and to determine the style and/or types of City-issued wearing apparel, equipment or technology to be used;

n. Determine the methods, means, numbers and kinds of personnel by which government operations are to be conducted;

o. Establish employee performance standards, including but not limited to quality and quantity criteria, and to require compliance therewith;

p. Maintain the efficiency of governmental operations;

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q. Exercise control and discretion over the organization and the technology of performing City work and services;

r. Determine any and all necessary actions to carry out its missions in emergencies.

AFSCME recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, subject to this Memorandum of Understanding. The City shall not exercise the foregoing rights in an arbitrary or capricious manner or manner that is contrary to law.

Section 2. Concerted Refusal to Work.

If, during the term of this Agreement, a bargaining unit employee participates in any manner in any strike, work stoppage, slowdown, sick-in or other concerted refusal to work, or participates in any manner in picketing or impediment to work in support of any such strike, work stoppage, slowdown, sick-in or other concerted refusal to work, or induces other bargaining unit employee or other employees of the City to engage in such activities, such bargaining unit employees shall be subject to discharge by the City.

In the event, during the term of this Agreement, AFSCME calls, engages in, encourages, assists, or condones in any manner, any strike, work stoppage, slowdown, sick-in, or other concerted refusal to work by bargaining unit employees or other employees of the City or any picketing during the employee's work hours or other work impediment in support thereof or any form of interference with or limitation of the peaceful performance of City services, the City shall have the right to seek lawful remedies against AFSCME.

The City shall not lock out bargaining unit employees.

ARTICLE IV AFSCME SECURITY AND RIGHTS

Section 1. Information to Employee.

The City shall inform all new hires and all employees promoted into the Unit, at the time of hire or promotion, of the existence of this Memorandum of Understanding. An AFSCME officer or designee will be afforded time to meet with new hires in compliance with state law and subject to further negotiations about structure, time and means of access to new employee orientation.

Section 2. Use of Bulletin Boards.

AFSCME may post on City identified bulletin boards for the proper display of official AFSCME bulletins, and notices, etc. Notices shall not contain materials that are derogatory, slanderous, or obscene or that contain political endorsements of candidates. AFSCME may display bulletins in the following locations:

a. City Hall;

b. Diamond Bar Center; and

c. Heritage Park Community Center.

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Section 3. Non-Discrimination.
In accordance with the Meyers-Milias-Brown Act (MMBA), the City and AFSCME agree that employees shall not be interfered with, intimidated, restrained, coerced or discriminated against because of their participation in or refusal to participate in AFSCME activity.

The City and AFSCME agree not to discriminate against an employee because of race, color, sex, age, marital status, religious creed, national origin, ancestry, disability, medical condition, sexual orientation or for lawful political activity, or any other reason prohibited by law. Any complaints under this Article IV, Section 3 shall not be subject to the grievance procedure, but instead be processed under the City's anti-harassment and anti-discrimination policy.

Section 4. New Employee Orientation.

The City will provide at least ten (10) calendar days' notice or as soon as practical to AFSCME of new employee orientation.

AFSCME business representative or designee will be provided for up to one-half hour at the new employee orientation to speak with new employees about the Memorandum of Understanding and other items as allowed by law.

The City will provide the AFSCME business representative with an electronic copy of the name, personal and work email address, and personal cell phone number of all new employees within thirty (30) days of hire and shall provide this same information for all bargaining unit employees every 120 days, unless the employees inform the City that they do not consent to the release of their personal email or cell phone number.

Section 5. Right to Representation.

The City recognizes the Unit as the member's right to representation by a designated AFSCME Local 917 representative at such a time as the City contemplates termination, as set forth in Article XV.

AFSCME may designate Representatives to represent employees in processing grievances and any pre-disciplinary meetings. The following conditions shall apply.

AFSCME may designate Representatives who must be members of AFSCME and shall provide the Department with a written list of employees who have been so designated. AFSCME will notify City management of any changes to the list, as soon as possible. A Representative may represent a grievant in the presentation of a grievance at all levels of the grievance procedure.

A Representative may represent an employee in pre-disciplinary meeting or pre-disciplinary interviews where there is a reasonable expectation that disciplinary action will follow.

A Representative will receive paid time off only if he/she is scheduled to work during the requested meeting and is the representative of record or is another City employee, not a representative of record, who the employee requests to accompany the employee.

If a representative must leave his/her work location to represent an employee, he/she shall first obtain permission from his/her supervisor on a form provided by the City for such purpose or via email. In those instances where an employee is working at an alternate City facility and is requested to provide representation, that employee shall first obtain verbal authorization or via email from a supervisor to do

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so. As soon as it is reasonably practicable, but not later than the end of the employees' following workday, the release shall be documented on a City-provided form or via email. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the grievant's Representative will be informed when time can be made available. To the extent reasonable and compatible with City operational needs, such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the Representative's request, unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Before leaving his/her work location, the Representative shall call or email the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the Representative will report to the employee's supervisor who will make arrangements for the meeting requested.

Section 6. Personnel File.

A Unit member is entitled to review the content of her/his Personnel file as provided in City Personnel Rule and Regulation XVI. Upon written request of the Unit member, the City shall provide a copy of the Unit member's personnel file to AFSCME for representation purposes.

Section 7. Union Membership and Dues Deductions.

The intent of this section is to comply with California Senate Bill No. 866 and Assembly Bill 119 and other relevant case law and regulations regarding employee dues deductions and access to employee information.

A. The City shall base deductions from employees based on a certification from the AFSCME representative that it has proper authorization from employees for dues deduction. The City may request the written authorization where required by law.

B. If the City receives a direct request from an employee to cancel or change the deductions authorized by AFSCME, the City shall refer the employee directly to the Union and shall not process any cancellations or changes until the AFSCME representative provides such instruction in writing.

C. AFSCME shall indemnify the City for any legal claims, made by the employee for deductions made in reliance on that certification.

D. Dues withheld by the City under this section shall be transmitted by direct deposit to the AFSCME District 36 bank account. The effective date of the dues shall be no later than fourteen (14) days after receipt of the union certification.

E. The City shall provide AFSCME District Council 36 with an excel spreadsheet at the time of the transmittal of the dues that contains the following information:

1. Name of the employee and the amount of dues deductions;
2. The information required by AB 119;
3. A list of employees who are on a leave of absence without pay;

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4. A list of employees who have transferred into the unit or transferred out of the unit

Section 8. Labor Management Committee

A joint Labor Management Committee shall be established within ninety (90) days of adoption of this MOU by the City Council. It shall be composed of up to two (2) bargaining unit representatives and up to two (2) Department of Park and Recreation representatives. The Union's business agent may attend in addition to the two (2) bargaining unit representatives, as the Union finds necessary. The Human Resources Director may attend in addition to the two Department representatives, as the City finds necessary.

The Committee shall discuss matters mutually agreed to, for up to one (1) hour. Meetings shall occur during regular City business hours and participants shall be released from duty without loss of pay. Bargaining unit representatives attending on their off time shall be compensated at their hourly rate.

After the first year of implementation, the Labor Management Committee shall meet semi-annually. With mutual agreement, the Committee may cancel meetings or schedule follow-up meetings.

ARTICLE V EMPLOYEE STATUS

Employees in the bargaining unit remain at-will employees and are not afforded any rights, benefits, notice and/or appeal procedures afforded regular employees except as expressly provided herein in Article XV for disciplinary terminations, but instead may be discharged by the applicable Director or appointing authority at any time with or without notice or cause. In addition, employees in the bargaining unit are not guaranteed any specific number of hours per day or week and work those hours determined by the City as necessary to its functions in its sole discretion. In turn, all employees covered by this Memorandum of Understanding (MOU) are entitled to end their employment relationship with the City at any time, with or without notice or cause. No provision of this MOU shall be deemed to confer any employees in the bargaining unit any property rights in employment.

Employees in this bargaining unit are hourly non-benefitted positions and are utilized no more than 999 hours per fiscal year and may be employed on a seasonal or intermittent basis. If an employee works more than 1000 hours or more in a fiscal year, he or she does not acquire regular employee status.

ARTICLE VI STANDARDS OF CONDUCT

Employees in the bargaining unit shall be subject to the Employee Standards of Conduct set forth in Personnel Rules and Regulations Rule XXII. In addition, employees in the bargaining unit shall adhere to Rule III, General Provisions, Sections 1-8.

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ARTICLE VII COMPENSATION

Section 1. Salary Ranges.

Effective the first pay period in FY 2026/27 each salary step will increase by 7%. See Appendix A. The Y-rated Facility Attendants shall receive a one-time stipend of $1,000 in FY 2026/27 and paid within two pay periods following City Council approval.

Effective the first pay period in FY 2027/28 each salary step, including the Y-rated step for Facility Attendants, will increase by 2%. See Appendix B.

Effective the first pay period in FY 2028/29 each salary step, including the Y-rated step for Facility Attendants, will increase by 2%. See Appendix C.

Effective the first pay period in FY 2029/30 each salary step, including the Y-rated step for Facility Attendants, will increase by 2%. See Appendix D.

Effective the first pay period in FY 2030/31 each salary step, including the Y-rated step for Facility Attendants, will increase by 2%. See Appendix E.

Section 2. Compensation Plan.

The City has established a pay plan covering all classes of positions in the City service, showing the minimum and maximum rates of pay.

Section 3. Step Advancement for Part-time Intermittent Employees.

A Part-time Intermittent Employee shall receive a step increase for each nine hundred fifty (950) hours of work until top step of the salary range is reached.

Section 4. Salary on Promotion.

Employees covered by this MOU who are promoted to a classification having a greater maximum salary will be placed on the lowest step of the new range that results in not less than a five percent (5%) increase above the employee's current regular salary. Upon recommendation of the Department Director and approval of the City Manager, the employee may be placed at a higher step.

Section 5. Salary on Demotion.

An employee who is covered by this MOU and demoted will be placed within the salary range for the class into which demoted. The salary will be set at the step which is lower and closest to the salary the employee was receiving before the demotion.

Section 6. Salary on Reclassification.

An employee who is reclassified will receive the salary set forth below.

(a) If reclassified to a classification with the same salary range, the salary will not change.

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(b) If reclassified to a classification with a higher salary range, the salary will be determined in the same manner as a promotion.

(c) If reclassified to a classification with a lower salary range, the employee may be Y-rated with Human Resources Manager and City Manager approval; retain current salary if current salary is the same as a step within the salary range of the new class; be placed on the closest step within the salary range of the new class that approximates the current salary if the current salary is between steps within the new salary range; or be reduced to the maximum step of the salary range of the new class if current salary is greater than the maximum of the new salary range.

Section 7. Pay Periods.

The compensation to all officers and employees of the City shall be paid biweekly. Electronic transfers in payment for compensation will be made available by the City to employees and officers of the City on the Friday succeeding the close of the pay period. In the event that pay day falls on a holiday, payment will be made on the last work day preceding the holiday.

Section 8. Bilingual Premium Pay.

Employees who are requested by the City to use bilingual skills during their scheduled work hours on a recurring basis to further the business interests of the City shall receive a bilingual premium pay differential in addition to their regular pay. Any part-time intermittent employee who is required, as an essential part of their job, to provide non-English language services, including Braille and sign language, routinely and consistently as part of their regular job assignment as determined by the City, will receive a Bilingual Premium Pay Differential of 2%. Differential pay for bilingual skills shall be restricted to that which serves the actual needs of the job and the business functions of the City. Bilingual ability alone or incidental use of the skill when not related to the essential requirements of the job will not warrant bilingual pay.

Department Directors shall recommend employees that are requested to use bilingual skills during work hours and eligible for Bilingual Premium Pay. The City Manager shall consider the request. If approved by the City Manager, the recommended employee will be subject to a language skills examination which will be coordinated by the Human Resources Division. Upon successfully passing the language skills test, the bilingual pay differential will be effective the following pay period. Employees' eligibility for bilingual premium pay is subject to periodic review and evaluation.

Section 9. Overtime.

(a) As a matter of general policy, the City does not permit employees to work overtime and will provide adequate staff to handle normal operations. However, non-exempt employees may be required to work overtime at the discretion of the Department Director or Division Manager.

(b) Overtime for non-exempt employees is defined as hours assigned to be worked and actually worked in excess of forty (40) hours actually worked in the designated work week. Paid leave hours (e.g. sick,) do not count towards the calculation of overtime.

(c) Non-exempt employees working overtime when not expressly authorized to do so, may be subject to discipline.

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(d) Overtime authorized and/or worked by non-exempt employees shall be compensated at time and one half their regular rate of pay. The employee may submit a request to the Department Director or Division Manager to work overtime, which Department Director or Division Manager shall have the unrestricted discretion to approve or not approve.

Section 10. Call-Out Pay.

Non-exempt part-time employees will be paid a minimum of two (2) hours pay if called out to respond to a City emergency. Call-out occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift after their regular work shift has ended and the employee has departed from City premises. Call-out does not occur when an employee is held over from their prior shift or is working prior to their regularly scheduled shift.

Section 11. Flexible Staffing Program.

This program authorizes the City Manager to promote qualified individuals from within a job series to more effectively staff the organization and serve the public in an efficient and cost-effective manner where budgetary authorization is available without increasing head count.

Part-time Non-Benefitted Positions

Entry Level	Higher Level	Highest Level
Recreation Leader	Senior Recreation Leader	Recreation Specialist

Section 12. Meal Period.

The City shall provide for regular and appropriate uninterrupted meal periods for City employees. Department Directors and Division Managers shall assign and schedule meal periods to meet the operational needs of work crews or work units. City employees shall be expected to use good judgment during meal periods as representatives of the City and in all cases presenting a favorable image to the public. Meal periods are non-paid and nonworking time. Every effort will be made to schedule such meal period during the middle of the shift. Meal periods shall not be combined with rest breaks to provide an extended break. The scheduling and length of meal periods will be determined and approved by the employee's supervisor based on the service and operational needs of the City. The time allowed for meal periods includes any travel time to and from the place where the meal break is taken. For field employees, meal breaks may be taken at restaurants and food establishments within the City in close proximity to the work site only if they can return to the job site within the designated time limit. Employees required by their supervisor to interrupt their meal period shall be allowed to restart their unpaid meal period.

Section 13. Rest Periods.

All non-exempt City employees shall be provided with a fifteen-minute rest break once during each four consecutive hour work period. The fifteen-minute breaks are not cumulative and may be taken only when prescribed. No break shall occur within one (1) hour of starting time, meal break, or quitting time unless special circumstances make this desirable, and in which case prior approval shall be obtained from the employee's immediate supervisor. Rest breaks shall not be combined with meal breaks to provide an extended break. If in transit between jobs, the break may be taken at a nearby City park or at the next job site.

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ARTICLE VIII BEREAVEMENT AND SICK LEAVE

Section 1. Bereavement Leave.

Any employee who has worked with the City for at least thirty (30) days shall be entitled to up to forty (40) hours of unpaid leave when an employee's "immediate family member" dies or is critically ill and death appears imminent. Except, however, if the employee is on the schedule to work, then the employee shall be entitled to six (6) hours of paid leave during the scheduled work shift when the employee's "immediate family member" dies or is critically ill and death appears imminent. "Immediate family member" shall be defined as: mother, father, spouse, registered domestic partner, child, step child, brother, sister, grandchild, grandparents, mother-in-law, father-in-law, stepmother, stepfather, sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouse's grandparents and great grandparents, as well as the equivalent relatives of a registered domestic partner. Bereavement leave can be used in increments of full workdays, or half workdays, and does not need to be taken on consecutive workdays. Bereavement leave must be authorized by the Department Director and must be utilized within ninety (90) days of the death, or of the date of foreseen imminent death of the immediate family member, unless special circumstances require that the leave begin at a later date. Such requests to the Department Director shall be made within fifteen (15) calendar days of the employee learning of the death or of the date of foreseen imminent death and shall not be unreasonably denied.

Section 2. Sick Leave.

Sick Leave is defined as the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, or for a medical, optical, or dental appointment. Sick leave may also be taken for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee, an employee's family member (includes parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent); or for an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code Section 230.1(a). Sick leave shall not be considered a privilege which an employee may use at their discretion, but shall be allowed only in case of necessity for the reasons provided in this definition.

Use of Sick Leave: The following sick leave amounts provided shall be available for use following 90 days of employment.

Beginning January 1, 2024, seasonal and intermittent part-time employees are eligible for an allotment of 40 hours of paid sick leave on an annual basis. The full allotment of 40 hours of paid sick leave will be given on January 1st each year. Employees hired after January 1st will be given the full allotment of 40 hours of paid sick leave on the day the employee begins employment. Employees are eligible to take 24 hours of paid sick leave after 90 days of employment and an additional 16 hours of paid sick leave after 200 calendar days of employment. Paid sick leave for seasonal and intermittent employees is not accrued, cannot be carried over to the following year and is not paid out upon employment separation.

An employee may use up to 40 hours of sick leave prior to the date of eligibility, if they have a contagion illness and they provide proof of a positive test or a medical note from their doctor placing them off of work.

Minimum Use: The minimum charge against accumulated sick leave shall be 15 minutes or multiples thereof. Approved sick leave with pay shall be compensated at the employee's base rate of pay.

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Proof of Qualifying Reason for Leave: If an employee is absent longer than five (5) consecutive scheduled shifts or 40 hours due to sick leave, the Department Director or Division Manager may require a physician's certificate and/or other medical evidence/certification verifying the need for leave before the City honors any sick leave requests.

An employee who is absent in order to obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking must provide appropriate certification of the need for such services. The following types of certification shall be sufficient: (1) a police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking; (2) a court order protecting or separating the employee from the perpetrator of an act of domestic violence, sexual assault, or stalking, or other evidence from the court or prosecuting attorney that the employee has appeared in court; (3) documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, licensed health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault, or stalking.

Notification: If the need to use paid sick leave is foreseeable, the employee must notify their immediate supervisor or Department Director or Division Manager as soon as possible and no later than two (2) business days before the scheduled appointment. If the need for paid sick leave is not foreseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as practicable.

Violations: Violation of sick leave Rules may result in disciplinary action when in the opinion of the Department Director or Division Manager, the employee has been excessively absent, has abused the sick leave and/or has misrepresented its use. If the employee's violations subject them to termination, the employee shall be entitled to the disciplinary process as provided in Article XV.

ARTICLE IX OTHER POLICIES

Section 1. Use of Private Vehicles.

Private automobiles are not to be used for the City business except as authorized. The City Manager may authorize such use at the reimbursement rate equal to that set forth by the Internal Revenue Service. Payments shall be based upon the most direct route to and from the destination and garage and parking expenses shall be paid in addition to the current rate, upon submission of paid receipts.

Section 2. Use of City Vehicles for Rest or Meal Breaks.

The use of City vehicles shall be limited to official City business and employees are prohibited from using a City vehicle to travel to business establishments to conduct personal business (e.g. bank, post office, etc.), activities (e.g. use of a private gym, etc.) or errands (e.g. shopping, dry cleaner, etc.) or to travel to a private residence during rest or meal breaks. Employees may utilize a City vehicle to patronize restaurants and food establishments in the City while in transit or in close proximity to the work site for the purpose of purchasing food and beverages and for restroom facility use. Such use of a City vehicle shall constitute an official rest and/or meal break with travel time included.

ARTICLE X GRIEVANCE PROCEDURES

The grievance procedure is used to ensure that employees have the opportunity to address work-related concerns.

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A. Definition of "grievance": A "grievance" shall be defined as a timely complaint by an employee or group of employees concerning alleged violations of his Memorandum of Understanding.
B. Time Limits for Filing Written Formal Grievances: the time limits for filing written formal grievances shall be strictly construed, but may be extended by mutual agreement evidenced in writing and signed by an authorized representative of the City and the grievant or representative. Failure of the grievant to comply with any of the time limits set forth hereunder shall constitute waiver and bar further processing of the grievance.

C. The grieving party is entitled to have representation of his or her choice at any level of the grievance procedure.

Section 1. Steps of the Grievance Procedure.

1. Informal - Recreation Supervisor
2. Formal - Department Head
3. Formal - City Manager or Designee

Informal – Immediate Supervisor:
The employee must first attempt to resolve a grievance verbally with his/her immediate supervisor as soon as possible but not more than ten (10) business days from the alleged incident or from the date the employee or Union should have known of the incident. Every effort shall be made to find an acceptable solution to the grievance informally at this level.

Formal – Department Head:
If the grievance is not resolved using the informal process, a written grievance shall be filed within twenty (20) business days from the date of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the acts giving rise to the grievance. The grievant shall discuss the grievance with the department head. The department head shall render a decision and comments, in writing, regarding the merits of the grievance and return them to grievant within twenty (20) business days after receiving the grievance.

Formal – City Manager:
If the grievance is not resolved at "Step 2" or if no answer has been received from the department head within twenty (20) business days, the written grievance shall progress to the City Manager for determination.

The grievant shall have twenty (20) business days from the date when the department head's written response is received, or when the response was due, to file a written appeal directly to the City Manager or forfeit his/her right of appeal, in which case, the grievance will be considered final based on the department head's response.

The City Manager shall schedule a hearing with the grievant within twenty (20) business days of the date of receipt of the written appeal. The City Manager shall render a written decision, based on the merits of the grievance, and return it to the grievant within twenty (20) business days from the date of the hearing. The City Manager's decision shall be final and binding on all matters.

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Section 2. Grievance on Impacts.

The exclusive decision-making authority of the City Council or City Manager on matters involving City rights and authority shall not be in any way, directly or indirectly, be subject to the grievance procedure set forth in this Memorandum of Understanding. The employee may only grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

ARTICLE XI CONTRACTING OUT

The City and AFSCME share a common interest in maintaining the stability and the security of the City's workforce. As such, the City shall initiate a meet-and- confer process with AFSCME no less than ninety (90) days prior to any decision to contract for the work of any employee represented by AFSCME. The City will discuss with AFSCME the economic issues related to such contracting during the meet-and-confer process. The City and AFSCME agree to meet and confer as required by law.

ARTICLE XII EMERGENCY FACILITY CLOSURES

In the event of an emergency facility closure, the City will attempt to reassign scheduled employees to other facilities that are not affected by the emergency closure, wherever practical. Additionally, scheduled employees who report to work but are sent home without working will be paid two (2) hours of straight time as “show-up” pay. Each Department that has employees that have lost scheduled work hours due to an emergency facility closure will attempt to schedule the employees for make-up time.

ARTICLE XIII OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

Section 1. Meet and Confer in Good Faith.

The City shall not be required to meet and confer in good faith on any subject preempted by federal or state law. The City shall meet and confer in good faith with AFSCME on all matters related to salaries, benefit and other terms and conditions of employment in accordance with the Meyers-Milias-Brown Act. The City will provide written notification regarding changes in wages, hours and other terms and conditions of employment.

Section 2. City’s Personnel Rules and Regulations.

The City’s Personnel Rules and Regulations shall govern during the term of this Memorandum of Understanding, unless otherwise indicated herein.

Section 3. City’s Administrative Policies & Procedures.

The City’s Administrative Policies & Procedures shall govern during the term of this Memorandum of Understanding, unless otherwise indicated herein.

Section 4. Department Standard Operating Procedures.

The City’s Department Operating Procedures standard shall govern during the term of this Memorandum of Understanding, unless otherwise indicated herein. The City anticipates making revisions to the Department Standard Operating Procedures during the term of this MOU. The City shall meet and confer with the Union as required by law when making those changes.

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ARTICLE XIV MISCELLANEOUS

Section 1. Maintenance of Existing Conditions.

Nothing herein shall create a property interest in employment to any Part-Time Non-Benefitted employee and does not alter the Part-Time Non-Benefitted Status of the at-will employees. In the event of a conflict between this Memorandum of Understanding and an existing policy and/or practice, this Memorandum of Understanding shall govern.

Section 2. Modification and Waiver.

The City reserves the right to add to, delete from, amend or modify the City Municipal Code, and the City's Personnel Rules and Regulations during the term of the Memorandum of Understanding, subject to the requirements of the Meyers-Milias-Brown Act. The MOU may only be amended by written agreement between the parties which then must be approved by Council resolution.

Section 3. Savings Clause/Severability.

In the event that a court finds any provision(s) of this Memorandum of Understanding to be invalid or unenforceable, the parties intend that the remaining provisions remain in effect. The parties further agree to meet and confer for purposes of negotiating an alternative to any provision declared invalid or unenforceable.

Section 4. Full Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. All provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this MOU, shall remain in full force and effect and are specifically not superseded or otherwise affected by this MOU.

Section 5. Joint Drafting

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

ARTICLE XV DISCIPLINE

Employees covered by this Agreement hired on or before January 1, 2026 and who have worked at least 1500 cumulative hours from their initial hire date, or who are hired after January 1, 2026 and who have worked at least 2000 cumulative hours from their initial hire date, and who are subject to a disciplinary termination shall be provided the following:

(1) A notice of the proposed termination action to be taken and the expected effective date;
(2) A written statement of the specific grounds upon which the disciplinary termination is based;
(3) A copy of the materials upon which the proposed disciplinary termination is based; and
(4) A written statement informing the employee that they may submit a written response to the disciplinary termination or request to meet with their Department Head (or designee) to challenge

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the basis or level of the proposed disciplinary action within five (5) business days of the notice of the proposed disciplinary action.

After consideration of the employee's grounds for challenge, the Department Head, or designee, may modify, reject or adopt the proposed disciplinary termination action. If the decision of the Department Head is not satisfactory to the employee, the employee may appeal the decision to the City Manager. The City Manager's decision shall be final and binding.

The disciplinary procedure set forth in this section shall not apply to separation decisions based on the employee's express or demonstrated lack of interest in continued employment, including, but not limited to, failure to respond to the City's communications regarding scheduling, work assignments, or continued employment, or due to employee's lack of available work hours.

ARTICLE XVI ADMINISTRATIVE LEAVE

The City shall have the right to place an employee on unpaid administrative leave for conduct the City deems egregious or serious, including but not limited to, acts of dishonesty, harassment, or threats to another employee or employees' health and safety. The City shall investigate such conduct with due diligence.

IT IS SO AGREED:

For the City:

DocuSigned by:
BB370E2125D8498...
8/5/2026
Ryan McLean
City Manager

Signed by:
CDF4C2D6E10C431...
8/12/2026
Irma Rodriguez Moisa
Atkinson, Andelson, Loya, Ruud & Romo

DocuSigned by:
8CCC60B3148E45F...
8/12/2026
Amy Haug
Human Resources & Risk Management Director

Signed by:
5113600285654F3...
8/12/2026
Ryan Wright
Parks and Recreation Director

For the Union:

Signed by:
88889B168F0F401...
8/12/2026
Cory Cordova
AFSCME DC 36

Signed by:
A71C3D5289454E1...
Mei Enderson
Recreation Specialist

Signed by:
F631E9B8156D4AA...
8/13/2026
Deborah Buttner
Recreation Leader

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Schedule A

CITY OF DIAMOND BAR
COMPENSATION PLAN BY POSITION
FY 2026 - 2027
PART-TIME/HOURLY NON-EXEMPT/NON-BENEFITED POSITIONS
APPENDIX A

CLASSIFICATION	A	B	C	Y-Rate
Recreation Leader Facility Attendant	$18.08	$18.45	$19.26	$21.98
Senior Recreation Leader	$19.26	$20.06	$20.86	
Recreation Specialist	$21.13	$21.93	$22.73	

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Schedule A

CITY OF DIAMOND BAR
COMPENSATION PLAN BY POSITION
FY 2027 - 2028
PART-TIME/HOURLY NON-EXEMPT/NON-BENEFITED POSITIONS
APPENDIX B

CLASSIFICATION	A	B	C	Y-Rate
Recreation Leader Facility Attendant	$18.44	$18.82	$19.64	$22.41
Senior Recreation Leader	$19.64	$20.46	$21.28	
Recreation Specialist	$21.55	$22.37	$23.19	

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Schedule A

CITY OF DIAMOND BAR
COMPENSATION PLAN BY POSITION
FY 2028 - 2029
PART-TIME/HOURLY NON-EXEMPT/NON-BENEFITED POSITIONS
APPENDIX C

CLASSIFICATION	A	B	C	Y-Rate
Recreation Leader Facility Attendant	$18.81	$19.20	$20.03	$22.86
Senior Recreation Leader	$20.03	$20.87	$21.70	
Recreation Specialist	$21.98	$22.82	$23.65	

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Schedule A

CITY OF DIAMOND BAR
COMPENSATION PLAN BY POSITION
FY 2029 - 2030
PART-TIME/HOURLY NON-EXEMPT/NON-BENEFITED POSITIONS
APPENDIX D

CLASSIFICATION	A	B	C	Y-Rate
Recreation Leader Facility Attendant	$19.18	$19.58	$20.43	$23.32
Senior Recreation Leader	$20.43	$21.29	$22.14	
Recreation Specialist	$22.42	$23.27	$24.12	

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Schedule A

CITY OF DIAMOND BAR
COMPENSATION PLAN BY POSITION
FY 2030 - 2031
PART-TIME/HOURLY NON-EXEMPT/NON-BENEFITED POSITIONS
APPENDIX E

CLASSIFICATION	A	B	C	Y-Rate
Recreation Leader Facility Attendant	$19.57	$19.97	$20.84	$23.79
Senior Recreation Leader	$20.84	$21.71	$22.58	
Recreation Specialist	$22.87	$23.74	$24.61	