

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BIG BEAR LAKE

AND

**SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION
GENERAL EMPLOYEES UNIT**

JULY 1, 2005

TO

JUNE 30, 2008

TABLE OF CONTENTS

ARTICLE NO. 1.	PREAMBLE	4
ARTICLE NO. 2	RECOGNITION.....	4
ARTICLE NO. 3	IMPLEMENTATION.....	4
ARTICLE NO. 4	AGENCY SHOP.....	4
ARTICLE NO. 5	MANAGEMENT RIGHTS	5
ARTICLE NO. 6	EMPLOYEE RIGHTS.....	6
ARTICLE NO. 7	EMPLOYEE ORGANIZATION	7
ARTICLE NO. 8	TUITION REIMBURSEMENT.....	7
ARTICLE NO. 9	STANDBY	8
ARTICLE NO. 10	CALL BACK	8
ARTICLE NO. 11	WORKING OUT OF CLASSIFICATION PAY	8
ARTICLE NO. 12	OVERTIME.....	8
ARTICLE NO. 13	UNIFORMS AND SAFETY EQUIPMENT.....	9
ARTICLE NO. 14	REST PERIODS.....	9
ARTICLE NO. 15	USE OF BULLETIN BOARDS.....	10
ARTICLE NO. 16	WORK DISRUPTION.....	10
ARTICLE NO. 17	GRIEVANCE PROCEDURE	11
ARTICLE NO. 18	HEALTH AND DENTAL CARE PROGRAM.....	12
ARTICLE NO. 19	CERTIFICATION (STATE).....	14
ARTICLE NO. 20	PREVAILING BENEFITS.....	14
ARTICLE NO. 21	ADVANCEMENT, PROMOTION, AND MERIT RATINGS.....	14
ARTICLE NO. 22	RETIREMENT.....	15
ARTICLE NO. 23	SAVINGS CLAUSE	15
ARTICLE NO. 24	ASSIGNABILITY	15
ARTICLE NO. 25	SALARIES.....	16

ARTICLE NO. 26	GARNISHMENT ACTIONS	17
ARTICLE NO. 27	FAMILY AND MEDICAL LEAVE	17
ARTICLE NO. 28	ALTERNATE WORK SCHEDULE	17
ARTICLE NO. 29	HOLIDAYS.....	17
ARTICLE NO. 30	VACATIONS.....	18
ARTICLE NO. 31	SICK LEAVE	19
ARTICLE NO. 32	TERM.....	21

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BIG BEAR LAKE
AND THE
SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION
GENERAL EMPLOYEES UNIT
EFFECTIVE JULY 1, 2005 TO JUNE 30, 2008

ARTICLE NO. 1. PREAMBLE

This Agreement entered into by the City of Big Bear Lake, hereinafter referred to as the Employer, and the San Bernardino Public Employees Association, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations through an equitable and constructive procedure for the resolution of differences and for the establishment of benefits, rates of pay, hours of work, and working conditions except those covered under the management clause.

This Memorandum of Understanding (MOU) has been prepared to meet the requirements of the Government Code Section 3500, et seq.

ARTICLE NO. 2 RECOGNITION

The Employer recognizes the San Bernardino Public Employees Association as the exclusive, recognized bargaining agent for the employees in the General Employees Unit for the purpose of establishing salaries, wages, hours, and working conditions of employment pursuant to the provision of applicable state law. Members of the General Unit include those classifications listed in Exhibit "A" attached, as well as employees in such classes as may be added to this Unit hereafter by the Employer.

ARTICLE NO. 3 IMPLEMENTATION

It is mutually agreed by the Association and the Employer that the terms and conditions of this Agreement shall take effect July 1, 2005, except as otherwise provided for in this Agreement.

ARTICLE NO. 4 AGENCY SHOP

1. The Employer approves the establishment of an agency shop pursuant to Section 3502.5 of the Government Code for all regular full-time non-probationary employees represented by this recognized Unit. Employees who choose not to become members of the Association, shall be required to pay to the Association as a condition of employment a representation service fee that represents each such employee's proportionate share of the Association's cost of meeting and conferring and administering the MOU.

2. The Association shall have the sole and exclusive right to have membership dues deducted for employees covered by this Agreement by the Employer, upon appropriate written authorization from such employees. Remittance shall be made by the Employer to the Association within fifteen (15) working days of the deduction of such sums.
3. The Employer shall deduct, upon receipt of a duly executed form properly signed by a member of the bargaining unit, either dues to the Association for members, or a service fee to the Association for members, or a charitable contribution for non-members pursuant to paragraph 6 below, as appropriate.
4. The Association shall advise the Employer, in writing, of the dues amount to be deducted for each member. Any change in dues will be submitted by the Association to the Employer, in writing, thirty (30) days prior to the effective date of such change.
5. Employees in the bargaining unit who are not members of the Association on the effective date of this Agreement, and employees who hereinafter come into the bargaining unit shall apply for membership, or choose, per religious beliefs to be a non-member upon the successful completion of their employment probation.
6. The rights of non-association of employees, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member are safeguarded. The Employer shall deduct for any permanent employee who is not a member of the Association, as a condition of employment, a monthly service charge equal to the monthly Association dues as a contribution towards the administration of the Agreement. The Employer shall deduct an amount of money equivalent to regular Association dues or service fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code chosen by the employee from the following three (3) funds: American Cancer Society, American Humane Society and Goodwill Industries.
7. The Employer shall, as soon as possible, notify the Association General Manager if any member of the bargaining unit revokes a dues/fees authorization.
8. In consideration of the above noted services, the Association agrees to hold harmless, release, indemnify and discharge the Employer from any liability or expenses whatsoever as a result of any action taken pursuant to the provisions of this Article.

ARTICLE NO. 5 MANAGEMENT RIGHTS

It is understood and agreed that the Employer retains all of its powers and authority to manage municipal services and the work force performing those services, except as expressly limited herein.

It is agreed that during the term hereof, the Employer shall not be required to meet and confer on matters that are solely a function of management, however, this does not preclude meeting and conferring on the impacts, including the right to:

1. Determine and modify the organization of the City government and its constituent work units.
2. Determine the nature, standards, levels and mode of delivery of services to be offered to the public.
3. Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
4. Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
5. Direct employees, including scheduling and assigning work, work hours, and overtime.
6. Assign employees to work teams, task forces, other project teams, committees, and work groups.
7. Establish employee performance standards and require compliance therewith.
8. Discharge, suspend, demote, reduce in pay, reprimand, with-hold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law.
9. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
10. Take all necessary actions to protect the public and carry out its mission in emergencies.

Decisions under this Article shall not be subject to the grievance procedure herein.

ARTICLE NO. 6 EMPLOYEE RIGHTS

The following are employee rights:

1. The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
2. The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the Employer.
3. The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in this article.
4. The provisions of Government Code Section 3502.5 are incorporated herein by reference.

ARTICLE NO. 7 EMPLOYEE ORGANIZATION

Section A. Payroll Deductions

It is agreed that SBPEA membership dues and other premiums shall be deducted by the Employer from the pay warrant of each employee covered herein who files with the Employer a written authorization requesting that such deductions be made. Remittance of the aggregate amount of all membership dues and other premiums deducted from the pay warrants of employees covered hereby shall be made to SBPEA within fifteen (15) days after the end of the month in which said membership dues and other premiums were deducted.

Section B. Liability

The Employer shall not be liable to SBPEA, employees, or any party by reason of the requirements of this Section for the remittance of any sum other than that constituting actual deductions made from employees' wages earned. SBPEA shall hold the Employer harmless for any and all claims, demands, suits, orders, judgments, or other forms of liability that may arise out of or by reason of action taken by the Employer under this Section.

Section C. Meetings of Authorized Representatives

It is hereby agreed that the duly authorized representative(s) of the Employer shall meet with the duly authorized representative(s) of the SBPEA and treat all grievances that may arise during the life of this Agreement. A maximum of two (2) Association members will be granted time off without loss of pay to attend grievance meetings and meet and confer sessions with prior notification and approval of the respective Division Manager.

Section D. Use of City Resources

SBPEA will be granted permission to use City facilities for the purpose of meeting with employees to conduct its internal affairs during non-work hours.

ARTICLE NO. 8 TUITION REIMBURSEMENT

Employees required by the Employer to participate in any training program or job-related development shall do so on Employer time and at Employer expense.

The Employer will provide tuition reimbursement and reimbursement of other direct expenses for job related education or career development upon receipt of proof of successful completion of an approved course. Reimbursement shall be made at the rate of eighty percent (80%), to a maximum reimbursement of seven hundred fifty (\$750) per year. Prior to initiation of the course work, the employee shall receive Division Manager approval that such course work is directly related to a departmental or City service related field of endeavor. Employee shall follow City procedures and guidelines for the tuition reimbursement program.

ARTICLE NO. 9 STANDBY

Standby is an employment status of an employee leaving notice where he/she can be reached and be available to return to active duty within a specified period of time when required by the division manager.

Employees on standby: (1) must be reachable by telephone or other designated communication device, (2) must be able to report to active duty within a specified period of time, and (3) must refrain from activities which might impair their ability to perform assigned duties.

Employees assigned to standby duty shall be paid at a rate of time and one-half (1.5) the regular rate of pay for two (2) hours per day during the employee workweek and three (3) hours per day for employee weekends and holidays. Employees called back to work shall receive pay at time and one-half (1.5) for actual hours worked, rounded up in fifteen (15) minute increments. For example, an employee who is called back to work while assigned to standby, and who actually works thirty-five (35) minutes, shall be paid for forty-five (45) minutes at time and one-half.

ARTICLE NO. 10 CALL BACK

Call back is an employment status of the Employer requesting the employee to return to active duty after the employee has been released. Employees on call back status are entitled to call back compensation.

Special tours of duty scheduled in advance or employees who are called back within two (2) hours of the beginning of a scheduled tour of duty are not considered call back hours for the purpose of this Article.

Employees on call back status shall be paid for two (2) hours at time and one half (1.5) the base hourly rate of pay. Said compensation shall be in-lieu of any travel time, and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of Article 12, Overtime.

ARTICLE NO. 11 WORKING OUT OF CLASSIFICATION PAY

Employees who perform duties of a higher classification for more than fifteen (15) consecutive working days shall be paid "out-of-class" pay of five percent (5%) above the current salary of said employee or, Step #1 of the higher classification, whichever is greater. In the event the higher classification is not in the bargaining unit, then the out-of class pay shall not exceed 5%. The City is establishing a policy and procedure for determining out-of-class pay.

ARTICLE NO. 12 OVERTIME

1. Policy - It is the policy of the Employer to discourage overtime except when necessitated by abnormal or unanticipated workload situations. The Employer has the right to require overtime to be worked as necessary.
2. Definition - Overtime shall be defined as all hours actually worked in excess of forty (40) hours per week. For purposes of defining overtime, paid leave time shall be considered as time actually worked. Overtime shall not affect leave accruals. Overtime of eight (8) minutes or more but less than fifteen (15) minutes shall be paid as fifteen (15) minutes. Overtime of seven (7) minutes or less shall not be paid.
3. Overtime Compensation - Any employee requested by the Employer to work overtime shall be compensated at premium rates, per Fair Labor Standards Act (FLSA).
 - a. Compensatory Time - Any employee who is requested to work overtime may request compensatory time in lieu of overtime, calculated at the overtime rate. Compensatory time must be approved by the employee's supervisor. The compensatory time will be tracked by payroll and can be utilized with prior approval from the supervisor. Once an employee's accrued compensatory time bank reaches 120 hours, the employee will be paid for all subsequent overtime worked. If the employee terminates employment, or if the employee is promoted to another position in the City, the compensatory time bank will be paid off at the then current rate of pay.
4. Variable Work Schedule - The Employer shall have the right to direct an employee to take such time off as is necessary to ensure that an employee's actual time worked does not exceed forty (40) hours within a work week. However, the Employer may not direct an employee to take more than ten (10) hours scheduled time off during the pay period. This provision shall conform to the FLSA.

ARTICLE NO. 13 UNIFORMS AND SAFETY EQUIPMENT

The Employer shall provide safety goggles and/or shields as needed. The employer will pay for safety glass upgrades of prescription glasses with approval of the Human Resources Director. Glasses will be replaced by the Employer if the loss or damage is not due to employee negligence. The Employer will contribute one hundred and seventy-five dollars (\$175) per year for Public Works employees and one hundred (\$100) for Building and Safety and Code Compliance employees for boots and clothing to be spent between September 1 and October 30 of each calendar year, with the employee providing the Employer with receipts. In addition, the City will purchase for, and replace as needed, orange safety jackets for all field employees, which is not part of the designated \$100 or \$175 amount listed above.

ARTICLE NO. 14 REST PERIODS

Employees shall be entitled to rest periods consisting of one fifteen (15) minute work break in the first half of the tour and one fifteen (15) minute work break in the second half of the tour of duty for each eight (8) hours tour of duty. A twenty (20) minute work break shall be granted for each half of a ten (10) hour tour of duty. Employees required to work beyond their regular tour of duty shall be granted reasonable work breaks as work allows.

ARTICLE NO. 15 USE OF BULLETIN BOARDS

The Association may use portions of bulletin boards located on the Employer's property under the following conditions:

1. The actual posting of all material will be done by the designated Association Representative(s). Unless other arrangements are made, materials posted will be removed thirty (30) days after the publication date or upon expiration date, whichever is applicable.
2. The Employer reserves the right to determine where bulletin boards shall be placed and will provide space to be allocated to Association materials, provided bulletin boards will be readily accessible to the employee.
3. If the Association does not abide by these rules, it may forfeit the right to have materials posted on bulletin boards. Additionally, the Association may use portions of bulletin boards to post the following materials only:
 - a. Scheduled SBPEA meetings, agendas, and minutes.
 - b. Information on SBPEA elections and the results.
 - c. Information regarding SBPEA social, recreational, and related news bulletins falling within the scope of representation.
 - d. Reports of official business of SBPEA, including reports of committees and the Board of Directors.

Posted notices shall not be obscene, defamatory, or of a partisan political nature, nor shall they pertain to public issues which do not involve the Employer or its relations with the employees. All notices to be posted must be dated and signed by an authorized representative of the Association.

In cases where the Association represents more than one (1) authorized employee representation unit at a work location, the space described above shall become the bulletin board space for all employees represented by the Association at the work location.

ARTICLE NO. 16 WORK DISRUPTION

The parties agree that no work disruptions shall be caused or sanctioned by SBPEA during the term of this Agreement. Work disruptions include, but are not limited to the following: sit-down, stay-in, speedup, or slowdown in any operation of the Employer or any curtailment of work, disruption, or interference with the operations of the Employer. The

parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs. The parties acknowledge that participation of any employee in a concerted work action against the Employer is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by the Employer during the term of this Agreement, unless such work disruptions occur.

ARTICLE NO. 17 GRIEVANCE PROCEDURE

Definition: A grievance is any dispute that involves the interpretation or application of any provision of the employee's memorandum of understanding excluding, however, those provisions of the memorandum of understanding that specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Disciplinary grievances involving suspensions of five (5) days or less may not be processed beyond Step 3 of this procedure. Written reprimands are not grievable.

Procedure: Grievances will be processed in the following manner:

Step 1. Immediate Supervisor. A grievance may be filed in writing by an employee on his or her own behalf, or jointly by a group of employees or by the Association, to his or her immediate supervisor.

Within seven (7) working days of the event giving rise to a grievance, the employee who believes he or she has a grievance may discuss the complaint with his or her immediate supervisor, and in the presence of an Association representative if the employee so requests. Grievances not presented within the time period shall be considered resolved.

The immediate supervisor will meet with the employee, or group of employees, to discuss the grievance and attempt to resolve the matter. If the issue cannot be resolved at this level, or if the employee elects to submit the grievance directly to the Association, the matter will be taken up in the following manner.

Step 2. Department Head. If the grievance is not resolved in Step 1, within seven (7) working days of the final meeting with the immediate supervisor discussed in Step 1, the employee or his/her representative may present the grievance in writing to the Department Head. The written grievance will state the particulars of the grievance and, if possible, the nature of the determination desired. The Department Head will investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. The Department Head will respond to the grievance in writing within seven (7) working days of receipt of the written grievance.

Step 3. Appointing Authority. If the grievance is not resolved in Step 2, the employee or his/her representative may, within seven (7) working days of

receipt of the response from the Department Head, present the grievance in writing to the Appointing Authority. The Appointing Authority, or a representative designated by the Appointing Authority who shall not be the Department Head, shall investigate the merits of the complaint, meet with the complainant(s) and, if the complainant is not the Association, meet with the officials of the Association and attempt to resolve the grievance. The Appointing Authority will respond to the grievance in writing within seven (7) working days of receipt of the written grievance.

Step 4. Governing Body. If the parties are unable to reach a mutually satisfactory resolution on any grievance, or where a grievance involves a final disciplinary decision of the Appointing Authority under Rule 10 and a written request to appeal that decision is timely made, said grievance will be submitted to the Governing Body with written notice to the other party within seven (7) working days of the response of the Appointing Authority in Step 3 above. The Governing Body shall hear the matter within thirty (30) days. The Governing Body shall render a decision, which shall be final and binding, within seven (7) working days of the conclusion of the hearing.

Extension of Time Limits: The above specified time limits may be extended by mutual agreement between the parties. Failure of the employee or the Association to act within the specified time limits, unless extended, shall cause the grievance to be dismissed. Failure by the City to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

Compensation Complaints: All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Appointing Authority. In such cases no adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed. Only complaints that allege that employees are not being compensated in accordance with the provisions of the memorandum of understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process, and, if not detailed in the memorandum of understanding which results from such meeting and conferring process, shall be deemed withdrawn until the next meet and confer process is next opened for such discussions.

Suspension and Discharge Grievances: If the parties, in pursuance of the procedure outlined above resolve a grievance that involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

ARTICLE NO. 18 HEALTH AND DENTAL CARE PROGRAM

Section A. Employer's Contribution

1. The City shall provide 100% Health Maintenance Organization (HMO) coverage for the employee and their eligible dependents. The City will provide an HMO plan that offers coverage with doctors practicing in the Big Bear Valley, unless such a plan is unavailable. The City will pay the cost of the monthly premium of the HMO plan (that offers coverage by doctors within

the Big Bear Valley) towards higher cost health insurance options (e.g. PPO, POS, or other HMO plans) offered by the City.

The City will provide dental insurance for the employee and their eligible dependents.

During the term of this contract, the City will endeavor to maintain health insurance benefits and co-payments comparable with current health insurance benefits and co-payments. If comparable insurance benefits are not available/practical, the City will meet and confer with the Association.

Employees who take no health and dental coverage through the City shall be eligible for the Alternative Insurance Benefit Program. Eligible employees who are able to secure health and dental insurance coverage through their spouse or other source may waive coverage. The employee shall sign a waiver form provided by the Human Resources Department. The City will pay such employee(s) two hundred dollars (\$200.00), less applicable required deductions, for each month thereafter the employee continues to receive health and dental insurance through their spouse or other source.

All new employees starting after July 1, 2005 will be required to participate in the City paid health and dental insurance program, unless they are able to show proof of health and dental coverage from a spouse or other source.

Employees receiving a payment in this section are not eligible for cash back under Section A, Subsection 3.

2. Each employee taking health and/or dental insurance shall make a pre-tax employee benefit contribution of ten dollars (\$10.00) per month.
3. Employees hired prior to July 1, 2005, who receive cash back from their cafeteria plan while taking health and/or dental insurance, will continue to receive cash back monthly based on the following:
 - a) Employees receiving cash back from their cafeteria benefits in the amount of two hundred dollars (\$200.00) to five hundred fifty-nine dollars (\$559.00) per month will be frozen at that amount. In no case shall an employee receive a cash back amount higher than currently being received. As premiums increase, the amount of cash back received from cafeteria benefits will be reduced to meet the increase in premiums.
 - b) Employees receiving less than two hundred dollars (\$200.00) per month from their cafeteria benefits will no longer receive cash back and become full participants in the City's paid health and dental insurance program.
 - c) Once an employee no longer receives cash back from their cafeteria benefits, the employee will become a full participant in the City's paid

health and dental insurance program and no longer eligible to receive cash back from the former cafeteria benefit program.

4. Those employees who take no health insurance and no dental insurance, and receive the full five hundred sixty dollars (\$560.00) per month in cash from their cafeteria benefits, will continue to do so until such time as those employees enter the City paid health and dental insurance program. At that time the employee will no longer receive their five hundred sixty dollars (\$560.00) per month, will become full participants in the City paid health and dental insurance program, and will be required to make a pre-tax employee benefit contribution of ten dollars (\$10.00) per month.

Section B. Life Insurance

These benefits shall only apply to employees who have been appointed to a regular full-time position within the Unit. Additional Life insurance and vision insurance is available to employees and their dependents at the employee=s expense. Employer will contribute ten dollars (\$10.00) toward receipt of on-site flu shots.

ARTICLE NO. 19 CERTIFICATION (STATE)

All test fees and renewal fees for State certification required by the Employer shall be paid by the Employer.

ARTICLE NO. 20 PREVAILING BENEFITS

Section A. Continuing in Effect

It is understood and agreed that there exists, in written or unwritten form, certain personnel rules, policies, practices, and benefits which shall continue in effect except for those provisions modified by mutual agreement of both parties or imposed in accordance with applicable laws.

Section B. Jury Duty

The Association agrees to a two week limit on salaries paid to employees while serving on Jury Duty with an exception clause should a trial last unexpectedly longer than two weeks as addressed in the Human Resources Policies and Procedures Manual.

Section C. Reasonable Notice

In cases of proposed changes by other than mutual agreement, the SBPEA shall be given reasonable notice and consulted with prior to these changes.

ARTICLE NO. 21 ADVANCEMENT, PROMOTION, AND MERIT RATINGS

Section A. Step Advancement

Vacancies occurring in classified positions may be filled by recruitment at the #1 step of the established salary range. Salary Range Schedule, and advancement to the #2 step shall be automatic upon completion of the six (6) calendar months of satisfactory service, #2 to #3 and #3 to #4 and #4 to #5 after one (1) year from date of last change in rate of pay.

Section B. Promotion

When a permanent employee is promoted to a position carrying a higher salary range and the employee's current salary schedule is within the new salary range, the rate of compensation at the next pay period shall be one step higher than the rate the employee would have received had he/she remained in his/her former position, provided the employee has had at least six (6) months of continuous service in the former position, or positions, at the same or higher salary rates. In all of the cases, the promoted employee shall receive the entrance rate of the new classification range.

Section C. Personnel Files

The City agrees to include in the new personnel Policies and Procedures a mechanism to assure that employees who receive a Below Standard evaluation also receive a review within 6 months which would note in the personnel file any applicable improvements that employee has made. The rules would also include language that allows an employee who receives a negative notation in his/her personnel file to request a review within 6 months that would note, in the file, any applicable improvements.

ARTICLE NO. 22 RETIREMENT

All regular employees participate in the San Bernardino County Employees Retirement Association. The Employer shall assume a portion of the employee's contribution up to eight percent (8%).

ARTICLE NO. 23 SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision.

Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE NO. 24 ASSIGNABILITY

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, transfer, or assignment of either party hereto affected, or modified, altered, or changed in any respect whatsoever by any change of management of either party or by any change, geographical or otherwise, in the location or place of business of either party.

ARTICLE NO. 25 SALARIES

The City shall increase the represented employee salary ranges by the following:

- Four percent (4.0%) effective July 1, 2005
- Four percent (4.0%) effective July 1, 2006
- Four percent (4.0%) effective July 1, 2007

Each increase will take effective in the payroll cycle that includes July 1.

In additional to the above salary adjustments, the following positions will receive the following one time salary adjustment on July 1, 2005:

<u>Classification</u>	<u>Percentage Salary Adjustment</u>
Groundskeeper/Custodian	0.88%
Maintenance Worker I	0.92%
Maintenance Worker II	0.60%

Section A. Longevity Pay

Employees who have worked for the City for 10,400 base hours (five or more continuous years) will receive a lump sump payment each year equaling 1% of their current base salary and those employees who have worked for the City for 20,800 base hours (ten or more continuous years) will receive an additional 1% (total of 2%) in a lump sum payment each year. Those employees who have the required 10,400 or 20,800 hours of continuous employment as of July 1, 1999 shall receive their annual payment during the first pay period of each fiscal year. Employees who have worked for the City for 31,200 base hours (fifteen or more continuous years) will no longer receive a lump sump payment each year equaling two percent (2%). Instead the employee will receive an additional two and one-half percent (2.5%) increase to the employee's hourly wage. Employees who have worked for the City for 41,600 base hours (twenty or more continuous years) will receive additional two and one-half percent (2.5%) increase to the employee's hourly wage above the two and one-half percent (2.5%) increase received at the 31,200 hours (fifteen or more continuous years) mark. Those employees who attain their longevity period minimum after July 1, 1999 shall receive their payment the first pay period after they have reached the required hours of continuous service and on that anniversary date each year thereafter.

Section B. Code Compliance Differential Pay

In recognition of the additional code compliance duties being assigned to the

Maintenance Worker II classification, an additional five percent (5.0%) salary increment shall be paid to employees in the Maintenance Worker II classification. This pay will remain in effect until such time as code compliance duties are reassigned.

Section C. Personal Day

The City will grant each represented employee one personal day per year to be booked upon adoption of this Memorandum of Understanding and the pay period including July 1st each year thereafter.

Section D. Comp Time Buy-Out

Employees may buy-out up to 120 hours of compensation time twice per year (June and November). Requests for June compensation time buy-outs shall be submitted to the Finance Department on a leave request form by May 10 and will be paid on the first payroll of June. Requests for November compensation time buy-outs shall be submitted to the Finance Department on a leave request form by October 10 and will be paid on the first payroll of November.

Once a requisition for Comp Time buyout has been submitted, it is irrevocable. As of the submission dates above (May 10th, October 10th) the requested buyout amount will not count against the 120 hour accrual limit.

ARTICLE NO. 26 GARNISHMENT ACTIONS

Garnishments of employee wages shall be subject to a \$1.00 administration fee per garnishment payment whether a support garnishment or a consumer debt garnishment. Such charge shall be deducted from the employee's paycheck in addition to the garnishment.

ARTICLE NO. 27 FAMILY AND MEDICAL LEAVE

The Employer agrees to comply with applicable provisions of the Federal Family and Medical Leave Act and the California Family Rights Act, and in accordance therewith, has adopted the Family Leave Policy as set forth in the Personnel Rules and Regulations.

ARTICLE NO. 28 ALTERNATE WORK SCHEDULE

Each Division Manager may consider and implement alternate work schedules based upon the needs of the division, subject to the approval of the City Manager.

ARTICLE NO. 29 HOLIDAYS

Regular full-time employees in established positions shall be entitled to take all the below designated holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding

and following the holiday.

The holidays to be observed by the City are as follows:

- | | | |
|------|-----------------------------|-------------------------------|
| (1) | January 1 | (New Years Day) |
| (2) | Third Monday in January | (Martin Luther King, Jr. Day) |
| (3) | Third Monday in February | (President's Day) |
| (4) | Last Monday in May | (Memorial Day) |
| (5) | July 4 | (Independence Day) |
| (6) | First Monday in September | (Labor Day) |
| (7) | November 11 | (Veterans Day) |
| (8) | Fourth Thursday in November | (Thanksgiving Day) |
| (9) | Fourth Friday in November | (Day after Thanksgiving) |
| (10) | December 24 | (Christmas Eve) |
| (11) | December 25 | (Christmas Day) |
| (12) | December 31 | (New Year's Eve) |

Employees must actually work a full shift the last scheduled work day before and the first scheduled work day after a City holiday to receive holiday pay, unless the employee is on approved paid leave. Any request for sick leave in conjunction with a City holiday must be supported by a doctor's certificate, if requested by the employee's supervisor.

Regular full-time employees will also be entitled to one (1) personal holiday. Such personal holiday shall be arranged at least two (2) weeks in advance of the day desired and scheduled by mutual agreement with the employee's supervisor.

If any of the listed holidays falls on a Saturday, the Friday preceding shall be celebrated as a holiday; if the holiday falls on a Sunday, the following Monday shall be celebrated as the holiday.

When a City holiday falls within a vacation period, the holiday time shall not be charged against an employee's accrued vacation.

Whenever a City holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours compensatory time.

When an employee is assigned to an alternate work schedule (i.e. 9/80 or 4/10 work schedule), he/she shall be entitled to take all the above designated holidays at full pay, not to exceed eight (8) hours for any one (1) day. If an employee, assigned to an alternate work schedule, and their regular work day is longer than eight (8) hours, that employee may, with management approval and if work is available, make up the additional hour(s) (one (1) additional hour for a 9/80 work schedule and two (2) additional hours for a 4/10 work schedule) for that holiday during the work week that included said holiday.

ARTICLE NO. 30 VACATIONS

Vacation Leave

Employees in regular positions shall accrue, on a prorated basis, vacation leave for completed pay periods. Such vacation leave shall be available for use on the first day following the employee's completion of thirteen (13) pay periods of continuous service, from the employee's first day of regular, full-time service with the City.

<u>Length of Service</u>	<u>Annual Vacation Accrual Rate</u>	<u>Maximum Accrual Balance</u>
After 6 months and through 6 years	80 hrs (3.08 hrs per pay period)	160 hours
Over 6 years and through 12 years	120 hrs (4.62 hrs per pay period)	240 hours
Over 12 years	160 hrs (6.15 hrs per pay period)	320 hours

Vacation Accrual

No employee shall be allowed to have an accumulation of more than two (2) years vacation accrual to his/her credit at any one time.

Vacation Scheduling

The time at which employees shall be granted vacations shall be at the discretion of the Department Head.

ARTICLE NO. 31 SICK LEAVE

Accrual

Employees shall accrue sick leave credit at the rate of eleven (11) days per year. Unused sick leave may be accrued without limit.

Usage

Employees are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

- (1) The employee's illness, injury, exposure to contagious disease, or pregnancy, childbirth, or related medical conditions which incapacitates the employee from performance of duties.
- (2) The employee's receipt of required medical or dental care or consultation.
- (3) The care of the employee's ill or injured immediate family member (as defined below) to a maximum of five (5) days per calendar year or as required by applicable law.

For the purpose of this Section, immediate family is defined as husband, wife, father, mother, sister, brother, son, daughter and such other persons whose relationship to the employee is essentially similar to the aforesaid relationship.

Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request authorization for sick leave at such time, in the manner hereinafter specified. In all other instances the employee shall notify his/her supervisor as promptly as possible by telephone or other means.

Before an employee may be paid for the use of accrued sick leave he/she shall complete and submit to his/her Department Head a signed statement, on a prescribed form, stating the dates and hours of absence, the exact reason, and such other information as is necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the Finance Director.

The Department Head may require a physician's statement from an employee who applies for sick leave, or make whatever investigation into the circumstances that appear warranted before taking action on the request.

Sick Leave Buy-Out

Employees may cash out sick leave twice per year (June and December) up to a limit of forty (40) hours per year. Requests for June sick leave buy-outs shall be submitted to the Finance Department on a leave request form by May 10 and will be paid on the first payroll of June. Requests for November sick leave buy-outs shall be submitted to the Finance Department on a leave request form by October 10 and will be paid on the first payroll of November.

Bereavement Leave

Employees shall be granted a leave of absence with full pay in the event of death of an immediate family member (as defined above under Usage). The leave shall be for three (3) days that the employee is scheduled to work after the death of an immediate family member (including mother-in-law, father-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any relation living with the employee) shall be charged to the employee's sick leave balance. Upon request of the employee, and if circumstances warrant, the City Manager may grant an additional three days, also charged to sick leave.

Exhibit A

**SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION
REPRESENTED CLASSIFICATIONS**

Account Clerk

Accounting Technician
(Exclusive of Payroll)

Administrative Clerk

Administrative Secretary
(Exclusive of Human Resources)

Assistant Planner

Building Inspector I

Building Inspector II

Code Compliance Officer I

Code Compliance Officer II

Counter Technician

Groundskeeper/Custodian

Maintenance Worker I

Maintenance Worker II

Mechanic/Mechanic Assistant