

**SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION
FOR THE
CLAREMONT ADMINISTRATIVE AND TECHNICAL SUPPORT
BARGAINING UNIT**

Memorandum of Understanding

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**CITY OF CLAREMONT
AND
SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION
FOR THE
CLAREMONT ADMINISTRATIVE AND TECHNICAL SUPPORT
BARGAINING UNIT**

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLAREMONT (HEREINAFTER REFERRED TO AS "CITY") AND THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION (HEREINAFTER REFERRED TO AS "SBPEA" OR "ASSOCIATION").

ARTICLE 1 - PREAMBLE

It is the intent and purpose of this Memorandum of Understanding (MOU) to set forth the understanding of the parties regarding matters relating to wages, hours, and terms and conditions of employment in effect as of July 1, 2006, between employees represented by the San Bernardino Public Employees Association and the City of Claremont.

ARTICLE 2 - RECOGNITION

The following classifications, grouped as Exempt and Non-Exempt for purposes of the Fair Labor Standards Act, are included in the Administrative and Technical Support Bargaining Unit and are represented by the San Bernardino Public Employees Association (SBPEA):

EXEMPT EMPLOYEES - Human Services Superintendent, Maintenance Superintendent, Solid Waste/Motorfleet Superintendent, Network Systems Administrator, Accounting Supervisor, Information Systems Administrator, Community Information Coordinator, Senior Management Analyst, Building Plans Examiner, Fleet Maintenance Supervisor, Maintenance Supervisor, Solid Waste Supervisor, Human Services Supervisor, Support Services Supervisor, Information Technology Technician, Accountant, Management Analyst, Executive Assistant to the City Manager, Deputy City Clerk, Administrative Specialist, Senior Administrative Assistant, and Administrative Assistant.

NON-EXEMPT EMPLOYEES - Senior Building Inspector, Senior Public Works Inspector, Equipment Mechanic Crewleader, Public Works Inspector, Building Inspector, Administrative Aide, Cemetery Sales & Services Coordinator, Planning Aide (fulltime), Building and Facilities Crewleader, Maintenance Crewleader, Solid Waste Crewleader, Tree Trimmer Crewleader, Infrastructure Crewleader, Program Coordinator (fulltime), Engineering Aide (fulltime), Senior Accounting Assistant, Building Permit Technician, Accounting Assistant, Program Specialist, Senior Records Clerk, Office Assistant (fulltime), Accounting Aide, Records Clerk, Site Coordinator, and Senior Center Receptionist.

The Association will also represent classifications that may be created and added to the bargaining unit in the future.

ARTICLE 3 - EMPLOYEE RIGHTS

Employees of the City shall have the right 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, including but not limited to wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of the employee's organizations and shall have the right to represent themselves individually in their employment relations with the City to the extent provided by law. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City, by another employee or by any employee organization because of his/her exercise of these rights.

ARTICLE 4 - ASSOCIATION RIGHTS

The City agrees to recognize up to five (5) employees from the classes noted in Article I for the purpose of assisting individuals covered by this Agreement in using the grievance procedure. On July 1 of each year, the Association shall notify the Personnel Manager who the selected employees are. Designated employees may use up to two (2) hours each month for Association business, with the exception of time involved in investigation of safety related problems, the meet and confer process, or when representing an employee in a formal grievance. Whenever possible, Association related business shall be conducted before or after work hours or during lunch or break periods.

ARTICLE 5 - CONDUCT OF ASSOCIATION BUSINESS

The City agrees to grant the official representative of the Association access to the City's premises: a) for the purpose of meeting and conferring, b) consulting and conferring with designated representatives of the City, and c) to observe the work conditions or operations related to a specific grievance.

The City agrees that the five employees recognized to assist individuals covered by this Agreement in using the grievance procedure, shall be permitted to consult and confer with City representatives during work hours without loss of pay on matters pertaining to a specific grievance.

Whenever a representative is engaged in Association business, which requires that he/she be away from his/her assignment or workstation, the representative shall provide at least 24 hours notification to his/her supervisor of the anticipated time of absence and expected time of return. At all times, Association representatives shall conduct business in accordance with the SBPEA MOU. Except as agreed to above, no employee shall engage in any union activity in any manner which shall interfere with City operations.

ARTICLE 6 - MANAGEMENT RIGHTS

Subject to the terms of this Agreement, the Association recognizes the retention by the City of the usual management rights including, but not limited to, the management of the work and the direction of the work force, the right to hire, discipline, suspend or discharge for just cause or to transfer, the right to relieve employees because of lack of work or for other legitimate reasons, and the right to determine the extent to which the facilities shall be operated, including the determination of shift schedules and the right to change methods or processes or to use new equipment.

ARTICLE 7 - NON-DISCRIMINATION

The City and the Association agree not to discriminate and to provide equal employment opportunities without regard to age, sex, sexual orientation, race, color, national origin, political or religious affiliation, or union membership. This equal opportunity and non-discrimination policy applies to all employees in connection with their employment, including but not limited to, promotion, transfer, demotion, layoff, and termination.

ARTICLE 8 - DUES DEDUCTION

For each employee in the recognized unit who, has furnished the City with an individual written authorization, revocable pursuant to the City of Claremont's Resolution 71-106, the City will remit dues and voluntary insurance premium deductions to the Association bi-monthly and the Association shall repay any amount paid in error.

The Association agrees to indemnify the City and defend at its expense against any liability, claim, demand, judgment or loss from any lawsuit filed by an employee or group of employees in connection with this dues provision.

ARTICLE 9 - SALARIES

Effective July 1, 2006, a 2.5% Cost of Living Adjustment (COLA) and a 3% salary range adjustment will be implemented. Effective July 1, 2007, the implementation of a 2% COLA and 2% salary range adjustment.

Salary ranges in effect as of July 1, 2006 shall remain in effect until COLAs and range adjustments are implemented as specified by the current MOU.

Salary ranges may be adjusted from time to time based on market survey data. Such surveys shall be conducted in accordance with City policy and ranges established at a minimum of 3% above the average of the survey agencies, if finances allow. Consistent with current policies and practices, the survey process and findings shall be discussed with and reviewed with SBPEA representatives."

The Pay for Performance (PFP) program shall continue as outlined in existing policy.

ARTICLE 10 - PAY FOR PERFORMANCE

Based on performance, employees may be eligible to receive up to a 5% one-time lump sum bonus. The employee may elect to take any earned bonus in cash or to have it deposited into his/her Retirement Health Savings Account.

ARTICLE 11 - BI-LINGUAL PAY

Employees who successfully complete a proficiency exam shall receive \$50 per month bilingual pay for Spanish or other languages as may be designated by the City.

ARTICLE 12 - RETIREMENT

A. Effective July 1, 2004, the City provided the 2.5%@55 contract option. The cost to the City shall not exceed \$180,000, plus an annual CPI increase. Employees will pay any cost in excess of the \$180,000 and CPI at the end of the contract period. In addition to the employer's share, the City will also contribute 8% of the employee's salary into the retirement system. These contributions shall, at the time of termination belong to the employee. Claremont participates in the "PERS Conversion" Program (Government Code Section 20023(C) (4) and 20615), allowing employees to convert the 8% City paid employee contribution to compensation during the final year of employment, thereby increasing one's single highest year compensation when the final pension is calculated. For details of these formulas, see the PERS information brochure, available in personnel.

The City's contract with PERS also includes:

SICK LEAVE CREDIT BENEFIT: Upon retirement, any unused sick leave the employee has may be converted to PERS service credit based on a PERS established formula. (Government Code Section 20862.8)

ONE-YEAR FINAL COMPENSATION PROVISION: When calculating retirement benefits, the period for determining the average monthly pay rate is the 12 highest paid consecutive months. (Government Code Section 20024.2)

SURVIVOR BENEFITS OPTION, THIRD LEVEL: This benefit provides a monthly allowance to survivors of members who die prior to retirement.

B. The City shall continue to provide benefits through its contract with ICMA as follows:

RETIREMENT HEALTH SAVINGS ACCOUNT: Upon retirement, the employee may convert accrued sick leave up to \$25,000 for deposit in a retirement health savings account. This is an optional program and the employee may continue to convert sick leave to PERS service credit at retirement. Alternatively, the employee may also convert some of their accrued leave to a retirement health savings account and some to PERS service credit.

401 (a) PLAN: As a City employee, employees have the opportunity to participate in this tax deferred retirement savings tool. They may defer compensation up to \$42,000 annually or 100% of income, whichever is less. Informational brochures on the plan are available in the personnel office.

DEFERRED COMPENSATION PLAN: As a City of Claremont employee, employees have the opportunity to participate in a supplemental retirement savings plan offered through the International City Management Association (ICMA) Retirement Corporation.

Participation in this program:

- shelters a portion of the employee's salary from income taxes;
- invests in high-performing funds yielding tax-deferred earnings;
- provides a superior tool for retirement planning and savings.

Employees may defer a maximum of 50% of their gross income or the maximum legally permitted, per year, whichever is less

ARTICLE 13 - HEALTH, DENTAL, VISION, LIFE AND RELATED BENEFITS

1. The City shall continue to offer health insurance to employees. The City's contribution shall continue to be \$914 monthly. If any medical premiums increase more than 10% during the 2007 calendar year, the City and SBPEA agree to reopen and discuss said increase with the SBPEA.

2. The following other benefits, in effect as of July 1, 2006, shall continue:

Life Insurance – City paid life insurance policy of \$75,000 for the employee, and \$10,000 for each eligible dependent.

Flexible Benefit Plan (Section 125) – A flexible spending plan allowing the employee to pay for certain expenses (child care, un-reimbursed medical expenses, and insurance premiums) with pre-tax dollars. This is a voluntary program. A six-month period is required before an employee is eligible for this benefit. The Personnel Office has a brochure with benefit details.

3. Retirees may elect to continue participation in group medical programs offered by the City. Retiree group medical coverage shall be at the retiree's cost minus the City's current retiree-only \$32.20 monthly contribution. Premium costs and level of coverage shall remain the same as for active employees, when applicable. Retirees eligible for Medicare have different premiums and coverage than non-Medicare eligible retirees, and active employees.

ARTICLE 14 - HOLIDAYS

Employees will receive 80 holiday hours per year for the following days:

New Year's Day (January 1)
Martin Luther King's Birthday (The third Monday in January)
Presidents' Birthday (The third Monday in February)
Memorial Day (The last Monday in May)
Independence Day (July 4th)
Labor Day (The first Monday in September)
Veteran's Day
Thanksgiving Day
The Friday after Thanksgiving Day
Christmas Day (December 25th)

ARTICLE 15 - FLOATING HOLIDAYS

Employees shall receive three floating holidays (24 hours). Sixteen hours floating holiday shall be credited on any given January 1 and the other eight hours on any given July 1. Said floating holidays must be used during the calendar year and may be used in conjunction with vacation. Use of the floating holiday requires two (2) work days advance notice.

ARTICLE 16 - LEAVE

A. Vacation

Employees are entitled to a paid vacation of 96 hours following one year of employment. Accrued vacation may be taken after six months of employment. From the second year of employment until completion of the thirteenth year, employees are entitled to 120 hours of paid vacation.

Beginning with the fourteenth year, and every year thereafter, employees are entitled to 160 hours of vacation.

Existing Longevity-leave bonus policies will continue in effect and apply to bargaining unit members.

B. Family Medical Leave

The family and medical leave policy complies with the California Government Code, Sections 12945, 12945.2, and 19702.3, and the federal and Medical Leave Act of 1993. California law shall prevail unless preempted by federal law.

Copies of the state and federal acts are available in the Personnel Division. Following is a summary of pertinent sections:

1. The Family and Medical Leave Act allows for an eligible employee to take twelve (12) weeks of unpaid leave in a twelve (12) month period for the birth, adoption, or foster care of a child; the serious health condition of the employee's child, parent or spouse or domestic partner; or the employee's own serious health condition.
2. During the twelve (12) week period, paid leave may be charged to accrued benefit time such as vacation, administrative leave and floating holidays, at the employee's request, during the family and medical leave period as long as the total time off does not exceed twelve (12) weeks in a twelve (12) month period. In addition, accrued sick leave may be used at the employee's request, in accordance with the sick leave policy. If the employee has extinguished their benefit leave and accrued leave balance, but has a balance in their FMLA, they are still eligible to take the time, but must do so at no pay and with no accrual of leave time (sick or vacation).
3. Health insurance benefits shall continue for the duration of the family and medical leave under the same conditions as if the employee had continued employment. If the employee fails to return to work after the period of leave to which the employee is entitled has expired, the City is entitled to recover the premiums on behalf of the employee for maintaining coverage.
4. To be eligible for family and medical leave, the employee must have worked for the City of Claremont for at least twelve (12) months and for at least 1,250 hours during the year preceding the start of leave.
5. For the purposes of tracking annual leave, the City will use a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.
6. The City Manager may, if he/she deems necessary, require the employee to file a Physician's Certificate or Personal Affidavit stating the cause of absence.
7. When a husband and wife are both employed by the City of Claremont, they are limited to a total of twelve (12) weeks collectively for family leave during the twelve (12) month period

C. Family Sick Leave

In compliance with Labor Code section 233, an employee may use up to 1/2 of his/her annual sick leave accrual to attend to an immediate family member (child; spouse; child of a domestic partner; domestic partner; and parent or child foster, adopted, step, or legal guardianship relationships) who is sick and requires the immediate attention of the employee

D. Pregnancy Disability Leave

Separate from the Family Medical Leave Act (FMLA), when an employee is pregnant, they are eligible for six (6) weeks of unpaid leave for a normal childbirth and up to sixteen (16) weeks when there is certification by a physician that she is disabled by pregnancy or related medical condition due to pregnancy.

1. During Pregnancy Disability Leave, leave may be charged to accrued benefit time such as vacation, administrative leave and floating holidays, at the employee's request. In addition, accrued sick leave may be used at the employee's request, in accordance with the sick leave policy. If the employee has extinguished their benefit leave and accrued leave balance, but have a balance in the Pregnancy Disability Leave, they are still eligible to take the time, but must do so at no pay and with no accrual of leave time (sick or vacation).
2. Health insurance benefits shall continue for the duration of the Pregnancy Disability Leave under the same conditions as if the employee had continued employment. If the employee fails to return to work after the period of leave to which the employee is entitled has expired, the City is entitled to recover the premiums paid on behalf of the employee for maintaining coverage.
3. The City Manager may require the employee to file a physician's certification or personal affidavit if the leave is to be for more than a six (6) week period.

E. Family School Partnership Leave

In compliance with the Family School Partnership Act, an employee who is the parent, guardian, or grandparent having custody of a child in kindergarten or grades one through twelve, including a licensed child care facility, can take off up to forty (40) hours a year, but may not exceed more than eight (8) hours in one calendar month, to participate in the child's school activities. School activities include field trips, open houses, extracurricular activities, and school meetings for a suspended child. The employee must give at least 5 working day notice to the department head prior to participating in the school activity. The department head may require the employee to provide documentation of the school activity. The employee may use accumulated leave time such as vacation, comp time, administrative leave, or floating holidays. The employee may also use unpaid leave.

F. Bereavement Leave

Effective July 1, 2006, eligible employees shall receive three (3) days in-state bereavement leave per occurrence.

Effective July 1, 2007, eligible employees shall receive an additional benefit of five (5) days out-of-state bereavement leave per occurrence.

Both three and five-day bereavement leave will not be drawn from the sick leave bank. Prior to the employee's use of any bereavement leave, the department head may request documentation from the employee for the need of such leave.

An employee is eligible for bereavement leave upon the death of a relative. "Relative" is defined as a spouse, domestic partner, parents, children, stepchildren, brothers, sisters, grandparents, grandchildren, half-brothers, half-sisters, or other individuals under special circumstances approved by the City Manager.

G. Sick Leave

Accrual:

Employees will accrue eight hours of sick leave per month. Employees may bring with them up to 200 hours of accrued sick leave from their previous agency, if their previous employer did not otherwise compensate them, and provide documentation to the effect.

Administration:

The Association and the City agree that sick leave is a privilege granted by the City and shall be allowed only in the case of necessity or actual disability. Further, the Association and City agree that abuse of this privilege is not only detrimental to the City but to the Association and its members.

Therefore, the employee must make every good faith effort to notify his/her immediate supervisor prior to the start of the employee's work day. Department head may request, for cause, a certification issued by a licensed physician or other satisfactory proof of illness before sick leave is granted. Department head may also choose a licensed physician to conduct a physical examination at City expense.

Further, the City reserves the right to require a medical certificate from an employee in any given instance where the employee has been absent for three (3) or more consecutive days.

Should the City have a concern with an employee's record of past absences, the City reserves the right to require a medical certificate from the employee on an ongoing basis provided that the City notifies the employee, in writing, that he/she must provide a medical certificate for all future absences. The duration of this requirement shall be one year from the date of notification and may be renewed from year-to-year by the City by notifying the employee in writing of such renewal prior to the expiration of the previous year.

No employee shall misuse, feign, and/or misrepresent any illness or injury or deceive the City as to his/her real condition for the purpose of remaining away from scheduled work assignments. Should this misuse, feign or misrepresentation of illness or injury be proven, disciplinary action may be taken, up to an including termination.

Any abuse of sick leave as evidenced by patterned absences, evidence of fraud or more than 40 hours annual use of sick leave not justified by apparent good cause may be mentioned on performance evaluations.

Employees accrue eight hours of sick leave per month. Employees may bring with them up to 200 hours of accrued sick leave from their previous employer, if their previous employer did not otherwise compensate them, and provide documentation to that effect.

Buy-Back:

Employees who have accumulated at least 240 hours of sick leave may elect to cash out three days of sick leave accrual at the end of each calendar year.

Leave of Absence

Failure on the part of an absent employee to immediately return to duty at the conclusion of his/her use of vacation, compensatory time, floating holiday, jury duty, sick leave, or other paid or unpaid time off shall result in the City initiating the due process procedure.

ARTICLE 17 - JURY LEAVE

If required to serve on a jury, unit employees shall be compensated at their regular rate of pay and benefits during the first 10 days of jury service. Payment after that will be on a case by case basis, as approved by the City Manager. When serving on Jury Duty, employees will be placed on a five day, eight hour per day schedule.

Employees going through the jury selection process will not be compensated for this time, unless that time falls within their regular work hours or work day. Employees selected for a jury will be compensated based on the above section.

Unit employees assigned to shift work may have their schedule modified to ensure that they receive sufficient time off to attend to Jury Duty based on the demands placed on the employee to fulfill their Jury Duty responsibilities.

Only in circumstances when the employee's work schedule cannot be adjusted to accommodate Jury Duty, will time spent on jury duty by non-exempt employees be counted as hours worked when calculating overtime compensation.

Upon official court notification of Jury Duty service, employees shall provide at least 24 hours notice to their supervisor of pending Jury Duty assignment.

ARTICLE 18 - ALTERNATIVE WORK SCHEDULE

Depending on the area of assignment, the employees' alternate work week schedule may be a 3-12, 4-10, 9-80 or 5-8 or telecommuting.

In compliance with the Alternative Work Week Administrative Policy, the department head shall have the authority to approve or disapprove employee requests to work an alternative work schedule, on an individual, work unit, division and/or department basis. The department head shall also have the authority to schedule/determine which employees shall have which days off and to amend, modify or revoke that schedule as appropriate or necessary. All other provisions in the Alternative Work Week Administrative Policy shall also remain in effect and apply to SBPEA employees.

ARTICLE 19 - LONG-TERM DISABILITY

The City will provide a long-term disability plan. This benefit is in case the employee sustains a non-work-related illness or injury that results in their inability to work for a long period of time. In this event, the employee will receive 66.66% of their base pay of their salary after 60 days, and continued payment until they are medically able to return to work, or reach the age of 65, whichever comes first (Maximum of \$8,000 per month).

ARTICLE 20 - TUITION REIMBURSEMENT

Employees may take advantage of a tuition reimbursement program. The amount of reimbursement will be up to \$1,500 per fiscal year. Reimbursable items include registration, tuition, textbooks, and parking for any course of study that enhances the employee's value to the City as determined by the City Manager.

ARTICLE 21 - HEALTH/FITNESS BENEFIT

The City will reimburse up to \$250 per year toward the cost of a fitness/exercise or health related program. To qualify for this benefit, the employee must engage in an exercise program on a regular basis and/or be involved in a program to improve health (i.e. weight reduction, smoking cessation, etc). Qualifying fitness and exercise activities include but are not limited to: nautilus, aerobics, tennis, racquetball, swimming, golfing, and bicycling. Equipment required for participation in these activities will be considered on a case-by-case basis.

ARTICLE 22 - EXEMPT EMPLOYEES DEFERRED COMPENSATION/RETENTION INCENTIVE PROGRAM

This program was established to provide tenure and savings incentives for Exempt employees in the Administrative & Technical Support Bargaining Unit. Beginning with the employees' third consecutive year of service, the City will match up to one percent of their base pay, payable into their deferred compensation account. This percentage increases to two percent at the beginning of their fifth year, to three percent at the beginning of their sixth year, up to four percent at the beginning of their eighth year, and up to five percent of their base pay at the beginning of their tenth year and thereafter, payable into the employee's deferred compensation account. The employee's match may come from any excess health benefit.

ARTICLE 23 - EXEMPT EMPLOYEES ADMINISTRATIVE LEAVE:

Administrative Leave of 56 hours per calendar year is granted in recognition of the frequent requirement to work evenings, weekends and holidays in excess of 40 hours per week. Any of the 56 leave hours not taken will be lost at the end of each calendar year.

ARTICLE 24 - RECORDS CLERKS/SENIOR RECORDS CLERKS – SPECIALTY PAY

Records Clerks in the Claremont Police Department shall receive the following specialty pays:

1. **Training Pay:** Records Clerks assigned to training duties shall be compensated an additional 5% during time they are actually conducting training of new employees. Senior Records Clerks are not eligible for 5% training pay.
2. **Call Back Pay:** Employees called to work on their day off shall be compensated for a minimum of 3 hours. Compensation shall commence at the time an employee reached the place where he/she is directed to report and shall continue until the work is complete.
3. **On-Call Pay:** Employees on-call will receive 2 hours pay while on-call for court. Such 2 hours pay shall not be considered as time worked for purposes of eligibility for overtime. If the employee, however, is called to appear in court, the employee shall instead receive compensation in accordance with the call-back provision of section (2) above. Former employees who are called to court on any Claremont subpoena shall be compensated by the City for their appearance. Said compensation shall be at the rate of pay, at the time of the appearance, which the employee would have been earning had he/she still been employed by the City. Current City employees called to court on any subpoena related to a previous employer shall not be compensated by the City of Claremont
4. Employees may request to accrue compensatory time in lieu of overtime payments. The request to earn compensatory time must be submitted on the overtime authorization form to the supervisor or department head prior to working the overtime.

Employees may accrue compensatory time at one and one-half times the actual hours worked over 80 hours in the 14-day work period. All paid or unpaid leaves, with the exception of holidays, vacation, compensatory leave, and workers' compensation shall not be considered as hours worked for the purpose of computing accrual of compensatory time, but shall be considered as time worked for purposes of accruing compensatory time at straight time. The department head or designee shall determine whether to approve compensatory time or payment for overtime based on the needs of the department and the City and on the employee's accumulated compensatory hours.

Total accumulated compensatory time shall not exceed 80 hours. Employees who have accumulated 80 hours of compensatory time shall have overtime paid in cash until their accumulated compensatory hours fall below the 80-hour limit. Employees may buy back up to 40 hours of compensatory time per year. Said buy back shall be made during the first pay period in December of each year.

Use of accrued compensatory time shall be granted at the discretion of the department head or designee on the needs of the department and the City. Employees shall request use of compensatory time off fourteen (14) days in advance. In the case of emergency or unforeseen circumstances, the fourteen day notification requirement may be waived.

Unused compensatory time shall be paid off at termination.

5. City-provided uniform and a maintenance allowance of \$15.00 a month (\$7.50 per pay period for 26 pay periods.)
6. Fitness benefit \$300.00 per calendar year.
7. Matron Duty Pay of \$100.00 per month effective July 1, 2007.

ARTICLE 25 - MAINTENANCE OF EXISTING BENEFITS

A. To ensure that bargaining unit employees previously included in the City Employee Association maintain their existing benefits, the following outlines all benefits currently being received.

1. Uniform Maintenance – Employees in the below designated classifications shall continue to receive City provided uniforms and uniform maintenance in the amount of \$11.50 per pay period (\$25 a month).

Equipment Mechanic Crewleader, Building and Facilities Crewleader, Maintenance Crewleader, Solid Waste Crewleader, Tree Trimmer Crewleader, and Fleet Maintenance Supervisor.

2. Work Book Allowance - The City agrees to continue to contribute up to \$180 per employee per year towards the purchase of a pair of work boots, appropriate to each employee's assignment and responsibility (i.e., steel toed boot vs. basic boot), as determined by the Director of Community Services. Said contribution will be in the form of a voucher to be used at one of three vendors selected by the Association. If the cost of a pair of work boots is less than the total amount of the boot voucher, the employee may use any remaining amount towards the purchase of boot dressing, shoe laces, socks and related items.

Employees may instead elect to request two vouchers per year in the amount of \$90 each. Employees may then purchase two less expensive pairs of boots each year. If an employee chooses the option of a \$90 voucher, a minimum of 5 months must pass before that employee is eligible for the second \$90 voucher.

If the boot purchase is less than the voucher amount, the employee may use the remaining amount as stated above.

It will be the employee's responsibility to keep the boots clean and in good repair. It is further the employee's responsibility to wear his/her work boots at all times in the performance of his/her duties. Vendor selection and voucher system arrangements will be the responsibility of the Community Services Department. The voucher(s) will be issued on or before August 1 of each year. Employees who elect to purchase boots within sixty (60) days of their effective date of termination shall have the cost of the boots deducted from their final paycheck.

The workbook allowance shall continue to apply to employees in the below designated classifications:

Equipment Mechanic Crewleader, Building and Facilities Crewleader, Maintenance Crewleader, Solid Waste Crewleader, Infrastructure Crewleader, and Tree Trimmer Crewleader.

3. On-Call Assignments - On-call employees shall receive \$40.00 per day and \$50.00 on weekends, holidays and scheduled off-days for the term of the on-call assignment and overtime in accordance with Article IV-M of the Personnel Rules and Regulations. For call-outs on holidays, the employee shall be compensated a minimum of three hours plus actual hours worked.

On-call assignments will be given only to those employees who volunteer for such duty.

On-call employee is responsible for taking reasonable steps to ensure beeper is in working condition (i.e. making sure batteries are charged on the beeper.) The City shall be responsible for service and maintenance when employee notified City of any malfunction.

On-call employee is responsible for beeper if lost or damaged due to employee's negligence.

On-call employee is expected to arrive at scene within (forty-five) 45 minutes of receiving the page.

On-call employee must refrain from any activities which may impair judgment or ability to perform duties.

Employee assigned to on-call status may trade assignment and, except in emergency or unusual circumstances is required to notify the supervisor of the trade. In usual situations, trades will be confirmed in writing to the supervisor and will include the signature of the assigned employee and the one with whom he/she is trading.

On-call employee who responds to the scene and determines the need for assistance may request another employee to respond.

Any employee who is not designated as the "on-call" employee who is called out shall be compensated in accordance with Article IV-M of the Personnel Rules and Regulations.

On-call assignment pay shall continue to apply to employees in the below designated classifications:

Equipment Mechanic Crewleader, Building and Facilities Crewleader, Maintenance Crewleader, and Tree Trimmer Crewleader.

ARTICLE 26 - STRIKES, SLOWDOWNS, STOPPAGES, OR OTHER WORK INTERRUPTIONS PROHIBITED

Continuous and uninterrupted service by the City and its employees to the citizens, and orderly relations between the City and its employees being essential considerations of this Agreement, the Association agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work-stoppages, sit-downs, or slow-down strikes, or a concerted refusal to render services or to work, including overtime or any other curtailment or restriction of work at any time during the term of this Agreement. In the event of a violation of this article by the Association and/or the employees, the City may, in addition to other remedies, discipline such employees up to and including discharge. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.

ARTICLE 27 - ZIPPER CLAUSE

City and SBPEA agree that, for the term of this Agreement, each party waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this Agreement, except as to the meeting and conferring over the renewal, or continuation of this Agreement or as otherwise provided herein. It is further agreed that nothing in this Agreement shall in any way diminish the rights of the employees, the City, or SBPEA as established by the Meyers-Milias Brown Act of the State of California and all amendments thereto, except as herein provided.

In the event that a practice that currently exists but is not mentioned in the Administrative and Technical Support MOU come into question, both the City and the Association agree to meet and discuss.

ARTICLE 28 – TERM

This Memorandum of Understanding shall be implemented effective beginning with the pay period in which July 1, 2006 falls and shall apply to current employees as of the signing date of this MOU and shall remain in effect through the pay period in which July 1, 2008 falls.

FOR THE SAN BERNARDINO
PUBLIC EMPLOYEES
ASSOCIATION:

FOR THE CITY OF
CLAREMONT:

Thomas M. Ramsey
Supervisor of Field Services

Tony Ramos
Assistant City Manager

Date: _____

Date: _____

Alice Watkins, Chairperson
Administrative & Technical Support Unit

Aileen Flores, Co-Chairperson
Administrative & Technician Support Unit

Alma Maldonado, 1st Vice Chairperson
Administrative & Technical Support Unit

Melissa Vollaro, 2nd Vice Chairperson
Administrative & Technical Support Unit

Kathy Walls, 3rd Vice Chairperson
Administrative & Technical Support Unit