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S.B.P.E.A.

**MEMORANDUM OF UNDERSTANDING**

**CITY OF RANCHO CUCAMONGA  
AND  
SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION  
2010-2011**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF RANCHO CUCAMONGA, CALIFORNIA  
AND THE  
SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION (SBPEA)**

**SECTION 1: RECOGNITION**

The City of Rancho Cucamonga recognizes the San Bernardino Public Employees Association (SBPEA) as the recognized employee organization for City employees in the Maintenance Bargaining Unit, comprised of the following classifications:

Maintenance Worker	Senior Maintenance Worker
Lead Maintenance Worker	Maintenance Coordinator
Mechanic	Lead Mechanic
Equipment Operator	Electrician
Signal and Lighting Coordinator	Signal and Lighting Technician
Inventory Specialist	

**SECTION 2: COST OF LIVING ADJUSTMENT**

There shall be no cost of living adjustment (0%) for the term of this agreement.

**SECTION 3: SALARY STRUCTURE**

All employees will be assigned to salary ranges which are no less than 20% (40 salary code steps) below the control point and no more than 5% (10 salary code steps) above the control point. Actual salary within the range is determined by performance, achievement of goals and objectives, or for recent appointments, growth within the position.

**SECTION 4: SALARY SURVEY**

The City shall conduct a salary survey of labor market cities approximately six months before the start of new labor negotiations for the next MOU.

**SECTION 5: LIFE INSURANCE**

The City provides \$30,000.<sup>00</sup> base coverage of life insurance for all employees. Employees who want to purchase additional life insurance coverage with personal funds may do so at the City's group rate.

**SECTION 6: HEALTH INSURANCE**

**A. EMPLOYEES HIRED BEFORE JULY 1, 1994**

The City shall provide employee and family health insurance for all existing full-time continuous salaried employees within the bargaining group, subject to the limitation that no such monthly funding by the City shall exceed the following:

\$995.60 effective July 1, 2009

**B. EMPLOYEES HIRED AFTER JULY 1, 1994**

The City shall provide employee and family health insurance for all full-time continuous employees within the bargaining group who have been hired on or after July 1, 1994, subject to the limitation that no such monthly funding by the City shall exceed the following:

\$700 effective July 1, 2009

**SECTION 7: RETIREE MEDICAL**

Subject to the conditions stated below, effective upon a service or disability retirement from City service at or beyond age 55 with 10 consecutive years of City service at the time of retirement, retirees shall be eligible to 100% personally fund, without any City contribution, participation in a group health insurance program(s) which is making group health insurance available to the City's retirees.

It is agreed and acknowledged by the parties to this MOU that no representation is or can be made by the City, that such group retiree health insurance is available, or if available, will remain available for any specific future period of time.

If no such group health insurance is reasonably available, or if the private carrier(s) terminates such coverage as to the retiree group or any individual group member, the City shall have no obligation/duty to self-fund or otherwise provide insurance or replacement insurance.

All premiums for the retiree and/or eligible dependents shall be borne by the retiree. The City shall advance and submit the necessary premiums to the carrier(s), subject to the retiree reimbursing the City not later than 30 calendar days after City payment of the premium. Failure to timely reimburse the City shall result in no further premium payments being made by the City, resulting in termination of insurance coverage.

The City's duty to advance said premiums shall terminate at age 65 of the retiree, regardless of whether or not the retiree is eligible for Medicare.

City shall advise the group carrier of the insured's status as a retiree. Coverage eligibility

shall then be solely determined by the group insurance carrier(s).

It is likely that premium rates for retirees and/or dependents shall be greater than rates for employees. Regardless, retirees shall pay 100% of said rates.

If at any time, it is determined by any group health insurance carrier that the City is prohibited from seeking premium reimbursement from a retiree, City affiliation and retiree enrollment in said group insurance plan shall immediately terminate upon rendering of the insurance carrier's decision. In such case, no retiree shall seek reimbursement from the City for any prior premiums paid by the retiree to the City as and for premium reimbursement.

#### **SECTION 8: DENTAL INSURANCE**

The City shall provide a dental insurance plan for all full-time continuous salaried employees within the bargaining unit. The City agrees to average the cost of dental insurance for all full time continuous salaried employees within the bargaining unit through June 30, 2010.

#### **SECTION 9: OPTICAL INSURANCE**

The City shall provide an optical insurance plan for all full-time continuous salaried employees within the bargaining unit. The City agrees to average the cost of optical insurance for all full time continuous salaried employees within the bargaining unit through June 30, 2010.

#### **SECTION 10: PREMIUM ONLY PLAN UNDER SECTION 125**

- A. The City has implemented a Section 125 (Premium Only Plan) that allows pre-tax payroll deductions for employees' contributions for health benefits.
- B. The City agrees to provide technical assistance (such as automatic payroll deduction, etc.) in the event employees within the bargaining unit decide to expand this benefit from a "premium only plan" to a "flexible spending account" provided that those participating pay all costs incurred in expanding and maintaining this program.

#### **SECTION 11: RETIREE HEALTH SAVINGS ACCOUNT**

The City agrees that it shall provide information and allow to be established and implemented, at no cost to the City, a voluntary form of Retiree Health Savings Account. Actual establishment of the Health Savings Account requires the approval of the bargaining unit.

**SECTION 12: BEREAVEMENT LEAVE**

When a death occurs in the family of a full time employee, the employee shall be granted up to five (5) bereavement leave days with pay. A death certificate or other acceptable evidence may be required by the City Manager or designee before leave is allowed. Family members are defined as follows: employee's spouse or domestic partner, employee's parents, employee's grandparents, employee's children, employee's siblings, or employee's grandchildren, employee's spouse or domestic partner's parents, employee's spouse or domestic partner's grandparents, brother-in-law, sister-in-law, employee's spouse or domestic partner's children, employee's spouses grandchildren, or a blood relative residing with employee. The City Manager or designee shall approve such bereavement leave. (References to domestic partner refer to registered domestic partners, as defined by California Family Code Section 297).

**SECTION 13: PERSONAL LEAVE**

Employees within the bargaining unit can use up to 20 hours of accrued sick leave, vacation, administrative leave or holiday time as personal leave. These 20 hours can be used incrementally (i.e., 1 hour, 1/2 hour) throughout the fiscal year. Use of this time is for situations requiring the employee's attention and needs to be cleared with their supervisor when using this time. Personal leave can be taken after six months service.

**SECTION 14: VACATION**

All full-time employees within the bargaining unit shall, with continuous service, accrue working hours of vacation monthly according to the following schedule. Vacation can be taken after six months service.

<u>Length of Service In Years</u>	<u>Hours Accrued Per Pay Period</u>	<u>Annual Hours Accrued</u>
1	3.077	80
2	3.461	90
3	3.846	100
4	4.230	110
5	4.615	120
6-8	5.000	130
9	5.384	140
10	5.769	150
11-13	6.153	160
14	6.538	170
15+	6.923	180

**SECTION 15: VACATION BUYBACK**

The City will "buy back", at the employee's option, a total cash value of up to 100 hours of vacation leave per calendar year. This buy back shall occur twice annually, in April and November. Employees within the bargaining unit must maintain a minimum of 80 hours of accrued vacation subsequent to any payment of vacation buy back time. Employees who wish to buy back vacation must request payment of not less than 40 hours and not more than 100 hours in a calendar year.

**SECTION 16: SICK LEAVE**

Sick leave can be taken after six months service. All full-time employees within the bargaining unit shall, with continuous service, accrue 120 hours of sick leave annually.

**SECTION 17: SICK LEAVE BUYBACK**

Employees within the bargaining unit who terminate their city employment after 5 years of continuous service and have at least 50% of five years' sick leave accrued on the books upon termination can sell 120 hours back to the City. If all City non-safety employee groups agree to a PERS contract modification, and provided there are no one-time or additional ongoing implementation costs to the City, the City of Rancho Cucamonga will amend its PERS retirement contracts to allow employees, upon retirement and at their option, to apply up to 120 hours unused accumulated sick leave toward service credit for retirement, in accordance with the Public Employees Retirement Law. Use of the 120 hours toward service credit for retirement will abrogate the employees' ability to receive compensation for the 120 hours.

**SECTION 18: HOLIDAYS**

The City Offices shall observe the following 14 holidays. All full time continuous salaried employees within the bargaining unit shall be compensated at their regular rate for these days.

- |     |                                      |                                   |
|-----|--------------------------------------|-----------------------------------|
| (1) | July 4                               | Independence Day                  |
| (2) | First Monday of September            | Labor Day                         |
| (3) | November 11                          | Veteran's Day                     |
| (4) | Last Thursday of November            | Thanksgiving Day                  |
| (5) | Day following Thanksgiving (Floater) |                                   |
| (6) | December 24                          | Day preceding Christmas (Floater) |
| (7) | December 25                          | Christmas Day                     |
| (8) | January 1                            | New Years Day                     |

- (9) Third Monday of January                      Martin Luther King's Birthday
- (10) Third Monday of February                      President's Day
- (11) Last Monday of May                              Memorial Day
- (12) Three discretionary days may be taken by an employee at his/her convenience after six months service subject to approval of the department head. Days may not be carried over from one fiscal year to the next.

Whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Whenever a holiday falls on a Friday or Saturday, the preceding Thursday shall be observed as the holiday. When a holiday combination occurs (Thanksgiving, Christmas, etc) where two consecutive days are holidays and it would result in the City Hall being open to serve the public only 2 days during the week, only one of the holidays will be observed and the other holiday will become a floating holiday. For example, for Thanksgiving, Thursday will be observed as the regular holiday; however Friday will become a floating holiday to be used at a later date. For Christmas, Wednesday will be observed as the regular holiday; however Tuesday (the day preceding Christmas) will become a floating holiday to be used at a later date. In the instance of Thanksgiving, Christmas, or New Years, employees will have until June 30 to use those floating holidays accrued between Thanksgiving and New Years. Also, those days will not accrue as floating holidays until the actual holiday has occurred. Each year the City will designate which days will be observed and which are floating holidays.

Employees within the bargaining unit who are eligible to bank a holiday have until June 30 (end of fiscal year) to use the banked holiday earned from July 1 through April 30. Any holiday banked in May and June, employees have until September 30 to use the banked holiday.

**SECTION 19: HOLIDAY TIME**

The City agrees that employees within the bargaining unit who are assigned to work on a holiday, whether or not their regular shift assignment requires they work that day, are eligible for pay at time and one-half for working that day. This time and one-half may be taken as compensation or put in a compensatory time off bank, (in effect, compensating at double time and one-half). That rate of compensation is tallied as follows: The ten hours compensation for the holiday, plus compensation at time and one-half for the hours actually worked. This payment at time and one-half abrogates the employees' right to that holiday.

**SECTION 20: PREMIUM HOLIDAY COMPENSATION**

Bargaining unit employees required as part of the regular work assignment to work on Christmas Day, New Years Day, Independence Day or Thanksgiving Day, are allowed to observe the holiday on another day. Additionally, these employees who work on the aforementioned designated holidays may select to receive compensation on that holiday at time and one-half for the ten hour shift, or take a second holiday as time off at a later date.

**SECTION 21: NATAL AND ADOPTION LEAVE**

**A. WITH PAY**

Employees within the bargaining unit are granted up to 2 days natal and adoption leave with pay for the birth or adoption of a child, however, use of the two paid days does not extend any time charged under FMLA or CFRA. Any paid time required beyond this initial 2 days must be charged to sick leave, vacation, compensatory or floating holiday time.

**B. WITHOUT PAY**

The City shall provide employees within the bargaining unit up to four months natal and adoption leave for the birth or adoption of a child; such leave shall be pursuant to the provisions of the California Pregnancy Disability Act ("PDA"; California Government Code section 12945), if applicable. The City's PDA policy is incorporated herein by reference. Employees on this leave of absence without pay beyond the four-month period will be responsible for the payment of medical, dental and optical premiums to keep the coverage in force during the leave of absence.

**SECTION 22: WORKERS COMPENSATION LEAVE**

Any employee within the bargaining unit covered herein who is receiving disability payments under the "Workers Compensation Act of California" for on-the-job injuries sustained while engaged in the performance of duties of any such City position, shall receive from the City during the first three months of such disability absence, payments in an amount equal to the difference between the disability payments received under Workers Compensation Act and the employee's full salary. Such payments by the City should be made without any deduction from accrued sick leave benefits. The City's obligation for such payments shall commence on the first (1<sup>st</sup>) day of such disability absence. In the event the employee's disability absence should exceed three months, an employee shall be allowed to supplement the Workers Compensation benefit received under State law with available accrued sick leave, accrued vacation leave, accrued compensatory time. The total number of leave hours, along with the Workers Compensation benefit, shall not exceed the employee's base pay for each day of the leave. For this purpose, accrued leave hours can only be used in one-hour increments.

**SECTION 23: MILITARY LEAVE**

Employees within the bargaining unit required to serve military leave will be compensated pursuant to the Military and Veterans Code. To qualify for compensation the military orders must be submitted to the supervisor prior to their tour of duty and must be attached to the timecard for that pay period.

**SECTION 24: MILITARY SERVICE BUY BACK**

Employees within the bargaining unit have the option for military service buy back at the employee's expense.

**SECTION 25: OVERTIME – MAINTENANCE BARGAINING UNIT**

The City agrees that employees within the bargaining unit who are, due to health and safety reasons, sent home to rest and to be available to work additional hours as a result of a storm or impending emergency situation and are not subsequently recalled to work, will be compensated for the hours not worked in that shift, due to them having been sent home, to bring the total hours to 10 worked in that shift.

Employees within the bargaining unit who are subsequently recalled to work the storm or emergency situation will work no more than 12 consecutive hours, due to health and safety reasons. Any hours worked in excess of 10 in that 12 hour shift will be paid at time and one-half, regardless of the total numbers of compensated hours for that work week.

Employees within the bargaining unit, who have already worked forty (40) hours in a work week, may request time off in order to avoid payment of overtime. It is up to the discretion of the supervisor to approve that request.

**SECTION 26: ON CALL PAY**

Employees within the bargaining unit required to be on call shall be compensated at the rate of \$235.00 per week.

**SECTION 27: SAFETY FOOTWEAR**

The City will provide up to \$225.00 annually toward the purchase and/or replacement of safety footwear as needed, at a city designated vendor for employees required to wear safety footwear in the performance of their job duties.

**SECTION 28: RETIREMENT BENEFIT**

For those employees hired prior to July 1, 2010, the City will provide the employees' full contribution for CalPERS 2.5% @ 55 retirement formula and supplemental benefit through PARS Phase II Retirement System. Employees hired on or after July 1, 2010 shall pay 1% of the employee's share of the required CalPERS contributions. This 1% contribution shall be deducted from the employee's pay in accordance with CalPERS policy.

**SECTION 29: TUITION REIMBURSEMENT FOR APPROVED COLLEGE AND UNIVERSITY COURSES**

Effective July 1, 2006, (July 1 through and including the following June 30) reimbursements by the City of the following enumerated college and/or university course expenses shall not exceed two thousand three hundred dollars (\$2,300.00) during any fiscal year.

Eligibility for said reimbursement in an amount not to exceed \$2,300.00 in any one fiscal year shall be contingent upon a determination by the employee's department head or his designee that all of the following conditions precedent exists:

- A. Expenses shall be incurred as regards coursework undertaken at a college or university that is licensed/accredited by the State of California.
- B. The applicant for reimbursement shall represent to the Personnel Department documentation prepared by the accredited/licensed college or university which evidences the applicant's receipt of a grade of "C" or "pass" in a pass/fail class. As regards each class for which reimbursement is sought (where an employee is simultaneously enrolled in multiple approved classes and does not receive a "C" or "pass" in any one or more of such classes, the amount of expenses subject to City's reimbursement shall be reduced and/or as appropriate, pro-rated to reflect no reimbursement being made for expenses related to classes where the minimal grade was not received).
- C. Eligibility for reimbursement for said expenses shall be confined to either: 1) those courses that in and of themselves consist of curriculum which is predominately related to the development of skills reasonably anticipated by the City to enhance the applicant's job performance (by means of a non-inclusive example only, art classes would not qualify for reimbursement); or 2) where the employee has declared a major that is job-related as set forth in this section C, to those classes which must be completed as a condition precedent to successful completion of the course of study in the selected major.
- D. Eligibility for reimbursement upon completion of coursework shall be predicated upon the employee's department head or his designee, making a written determination prior to the affected employee's enrollment in the course(s) for which reimbursement is later sought, that the coursework is offered by an accredited college or university and that the above-described job nexus does exist. The determination of the Department Head or his designee in such regard shall be final.
- E. The costs which shall be subject to reimbursement are limited to the following: 1) tuition, 2.) books, 3) supplies, 4) parking, and 5) laboratory. In addition to all other conditions precedent to reimbursement set forth in this section, prior to reimbursement being approved, written receipts shall be provided to the Personnel Department and shall evidence each expenditure for which reimbursement is sought.

### **SECTION 30: 4/10 WORK WEEK**

The City of Rancho Cucamonga, City Hall, operates on a 4/10 work week, from 7 am to 6 pm, Monday through Thursday. Bargaining Unit employees generally work from 6 am to 4:30 pm with a half-hour lunch. Actual days and times of work vary based on the hours of operation at various facilities employees are assigned to.

### **SECTION 31: CARPOOL PROGRAM**

The City has implemented a well-defined, equitable, carpool program that eliminated the previously provided time-off incentive with a financial incentive. The carpool program is open to all full time regular employees. Participation is voluntary and employees interested in participating shall file a Rideshare Application Agreement and comply with the

requirements of the program. The financial incentive for the program is \$2.00 per day for every day that the employee carools. In addition to the daily financial incentive, the City provides a monthly Rideshare Drawing for all carpool program participants that includes a financial prize for the winner. If all employee groups agree to modify the Rideshare Drawing to an end-of-the-year drawing, the City hereby agrees to increase the financial incentive for SBPEA Bargaining Unity employees by an additional \$.10 per day.

### **SECTION 32: BI-LINGUAL PAY**

Employees within the bargaining unit who qualify for bi-lingual pay will be provided at \$50.<sup>00</sup> per month.

### **SECTION 33: USE OF BULLETIN BOARDS**

The City will furnish a portion of existing bulletin board space, located in bargaining unit break areas where such bulletin boards currently exist, for SBPEA notices. Such space will be no less than 18" x 24". If insufficient bulletin board space exists in a Bargaining Unit work or break area, the SBPEA may, after receiving approval in writing from the City, put up a bulletin board not to exceed 18" x 24" depending on available space. Bulletin boards shall only be used for the following notices:

- Scheduled SBPEA meetings, agenda and minutes.
- Information on SBPEA elections and the results.
- Information regarding SBPEA social, recreational, and related news bulletins.
- Reports of official business of SBPEA, including negotiations, reports of committees or the Board of Directors.

City equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by City employees during their regular work time. Notices that are posted, distributed or placed in an employee's City mailbox shall not be obscene, defamatory, or of a political nature. All notices to be posted must be dated and signed by an authorized representative of SBPEA.

### **SECTION 34: ACCESS TO WORK LOCATIONS**

The parties recognize and agree that in order to maintain good employee relations; it is necessary for Labor Relations Representatives and designated Shop Stewards of SBPEA to confer with Bargaining Unit employees during working hours. Therefore, SBPEA Labor Relations Representatives or Shop Stewards will be granted access to work locations during regular working hours to investigate and process grievances or appeals. SBPEA Labor Relations Representatives or Shop Stewards shall be granted access upon obtaining advance authorization from the designated management representative prior to entering a work location and after advising the City at least one business day in advance of the requested access, of the general nature of the business. The designated management representative may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of City operations. The designated management representative shall not unreasonably withhold timely access to work locations. The City shall ensure that there is at all times someone

designated who shall have full authority to approve access. If a request is denied, the designated management representative shall establish a mutually agreeable time for access to the employee. SBPEA Labor Relations Representatives or Shop Stewards granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal. The City shall not unreasonably interfere with SBPEA's access right to work locations and any reasonable denial of access shall not be subject to the grievance procedure.

### **SECTION 35: DUES DEDUCTION**

SBPEA membership dues and insurance premiums for plans sponsored by SBPEA, provided such plans are not intended to replace City provided health plans, shall be deducted by the City from the pay warrant of each employee covered hereby who files with the City a written authorization, on a form approved by the City, requesting that such deduction be made. Remittance of the aggregate amount of all membership dues deducted from the pay warrants of employees covered hereby shall be made to SBPEA on a regular basis consistent with the City's regular pay-periods. SBPEA dues shall be deducted in an amount per bi-weekly pay period authorized by the SBPEA Board of Directors. The City shall not be liable to SBPEA, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than those constituting actual deductions made from employee wages earned. SBPEA shall hold the City 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 City under this Article.

### **SECTION 36: USE OF CITY RESOURCES**

SBPEA may be granted permission to use any City facilities accessible to the general public for meeting purposes, during the regular hours such space is accessible to the public, provided space for such meetings can be made available without interfering with City needs and is otherwise not reserved by any other groups or individuals. SBPEA may also be permitted to use the City Council Chambers, during regular business hours, for SBPEA meetings, provided the City Council Chambers is not otherwise reserved. Permission to use City facilities must be obtained by SBPEA from the appropriate management representative. SBPEA shall be held fully responsible for any damages to, and the security of, any City facilities that are used by SBPEA.

### **SECTION 37: ACTING PAY/OUT OF CLASS PAY**

The City agrees to formally implement a part of its Personnel Rules and Regulations, a formal policy regarding Acting Pay/Out of Class Pay that substantially complies with existing and past practice in this regard, except that Acting Pay/Out of Class Pay will take effect for SBPEA Bargaining Unit employees who assume responsibilities of a higher level classification after 16 or more working days at the higher level classification.

### **SECTION 38: PARITY PROVISION**

If, during the term of this RESOLUTION the City provides base salary increases to other City/Fire District employees in amounts in excess of that provided to Maintenance Bargaining Unit employees pursuant to this RESOLUTION, then said additional base salary increases shall be implemented as to Maintenance Bargaining Unit employees in the payroll period(s) for which said base salary increases were made effective for other City/Fire District employees.

### **SECTION 39: Furloughs**

Employees will be required to take forty (40) hours of unpaid furlough during Fiscal Year 2010/11. The number of furlough days will depend on the employee's regular work schedule. Employees will have three options to complete the forty (40) hour furlough as outlined below, with the final, irrevocable decision to be made in writing by July 29, 2010. Once the City has received in writing the decision by all employees regarding their preferred method of meeting their furlough obligation, the City will, within sixty (60) calendar days, provide a written Furlough Implementation Plan to be shared with all employee groups.

Furlough Options:

- **Vacation Hours** – The employee may elect to “give back” forty (40) hours from their accrued vacation leave bank to the City.
  - A. If an employee opts to give back vacation leave hours but does not have all forty (40) hours available, the City will permit the employee to accumulate the additional hours through January 31, 2011. If the employee has not accumulated sufficient vacation hours by January 31, 2011, then the employee must take the balance of the forty (40) hours as unpaid furlough hours during the period February 2011 through June 30, 2011.
  - B. Probationary employees who complete probation prior to 5/30/11 and have elected, in advance, to have forty (40) hours deducted from their accrued vacation balance, shall have the deduction made at the conclusion of probation. If the employee does not complete probation prior to 5/30/11, a one-time exception shall be made to allow the deduction of the accrued leave by 6/30/11 if they so chose. If a probationary employee has not accrued 40 hours as of 5/30/11, then the employee must take the balance of the forty (40) hours as unpaid furlough hours by June 30, 2011. Any probationary employee who did not chose to deduct accrued leave shall take the balance of the forty (40) hours as unpaid furlough hours during the period February 2011 through June 30, 2011.
- **Unpaid Furlough Hours** – An employee may elect to take forty (40) unpaid furlough hours during the period October 1, 2010 through June 30, 2011.

**Holiday Closure** – An employee may elect to take unpaid furlough hours during the three (3) day holiday closure described in Section 40 and choose either of the preceding options to total forty (40) hours of furlough. If an employee furloughs during the holiday closure period but is subsequently called in to work, that day shall not be counted toward the employee's required forty (40) hours of furlough.

**SECTION 40: Holiday Facility Closure**

Certain City Facilities shall close for three days during the period 12/24/10 through 1/2/11. City Hall and the City Yard shall close December 27, 28 and 29. Closure dates for the Libraries, the Cultural Center and other Community Services facilities shall be determined by the City in order to balance the impact on public services with the need for cost savings. During this closure employees may take paid leave from holiday, compensatory time or vacation accruals.

**SECTION 41: ADOPTION OF MOU**

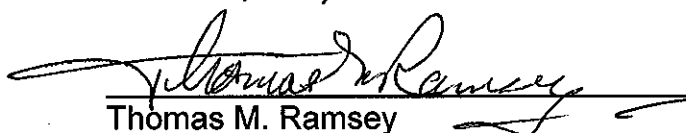
This memorandum, between representatives of the City and the San Bernardino Public Employees Association, was adopted on DATE.

**SECTION 42: EFFECTIVE DATE**

The provisions of this memorandum of understanding are effective July 1, 2010 and shall continue for a one-year period, ending June 30, 2011.

**SBPEA**

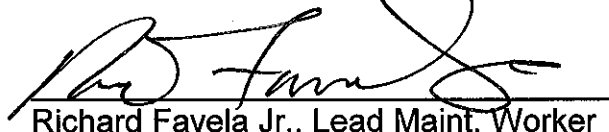
Dated 7/15/10



Thomas M. Ramsey  
Supervising Labor Relations Representative



Don Ballard, Maintenance Worker



Richard Favela Jr., Lead Maint. Worker



Jerry Sandoval, Maintenance Worker

**CITY**

Dated 7/15/10



Jack Lam, City Manager



Brett Lance, Lead Maintenance Worker



Rudy Linares, Sr. Maintenance Worker