

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF NEEDLES

AND THE

SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION

FOR

THE GENERAL (CLASSIFIED) EMPLOYEES UNIT

JULY 1, 2006 through JUNE 30, 2010

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MEMORANDUM OF UNDERSTANDING
between
CITY OF NEEDLES
and the
THE GENERAL (CLASSIFIED) EMPLOYEES UNIT
SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION

This Memorandum of Understanding (hereinafter "Memorandum") constitutes a mutual agreement between the designated representatives of the City of Needles (hereinafter referred to as the "City") and representatives of the San Bernardino Public Employees Association, the recognized employees organization (hereinafter referred to as the "Association") representing the general (Classified) employees of the City of Needles. To the extent that implementation of issues incorporated herein requires action by the Mayor and City Council, this Memorandum will serve as a request and recommendation to such body that it be so implemented.

Representatives from Management and the Association have met and conferred and freely exchange information, opinions and proposals and their agreement is contained in this Memorandum.

Their deliberations have considered prevailing wages, recruitment, turnover, internal relationships and general economic conditions. This agreement represents a composite of these factors.

It is the purpose of this Memorandum for the parties hereto to confirm and maintain the spirit of cooperation, which has existed between the City of Needles and general (Classified) employees of the City. The City and the Association will strive to promote a harmonious relationship between the parties to the Memorandum that will result in benefits to the City and to provide continuous and uninterrupted service to the people of Needles.

ARTICLE 1

Term

This Agreement shall become effective **July 1, 2006** and shall remain in full force and effect until **June 30, 2010**, and year to year thereafter unless either party submits a written request to the other party to renegotiate this Agreement. Such request must be received by the other party between **December 1** and **December 31** prior to the scheduled date of expiration.

Should negotiations continue beyond **June 30, 2010** negotiated adjustments shall be implemented at a mutually agreed upon date.

ARTICLE 2

Unit of Representation

The general (Classified) employee representation unit shall consist of all classified employees. The City Manger shall make the determination of the unclassified status after review by the Association.

ARTICLE 3

Salary Adjustments

Pursuant to this Agreement, employees covered by this M.O.U. shall receive salary increases, effective as follows:

Jul 1, 2006	0%	Jul 1, 2007	2%	Jul 1, 2008	1%	Jul 1, 2009	2%
Jan 1, 2007	0%	Jan 1, 2008	3%	Jan 1, 2009	2%	Jan 1, 2010	2%

ARTICLE 4

Merit / Step Advancements

- A. Within the base salary range, all step advances will be made at the beginning of a pay period. Approval for advancement shall be based upon satisfactory work performance and completion of required length of service in the classification.
- B. Advancement to the "B" (or next) step shall be contingent upon the completion of thirteen (13) pay periods of satisfactory work performance on the "A" (or hire) step. Advancement to the "C" (or next) step shall be contingent upon completion of twenty-six (26) pay periods of satisfactory work performance on the "B" (or first) step. Advancement to the "D" (or fourth) step shall be contingent upon completion of twenty-six (26) pay periods of satisfactory work performance on the "C" (or second) step. Advancement to the "E" (or fifth) step shall be contingent upon the completion of twenty-six (26) pay periods of satisfactory work performance on the "D" (or fourth) step. Advancement to the "F" (or final step) shall be contingent upon the completion of twenty-six (26) pay periods of satisfactory work performance on the "E" (or fifth) step.
- C. As defined in the Agreement, thirteen (13) pay periods shall be equal to one thousand forty (1,040) regularly scheduled hours worked; and, twenty-six (26) pay periods shall be equal to two thousand eight (2,080) regularly scheduled hours worked.

- D. The Work Performance Evaluation for regular status employee shall be completed by the employee's immediate supervisor within a period of sixty (60) work days prior to the employee's step advance benefit date for an employee not receiving the top step of their salary range. To receive the step advancement, the employee must be evaluated overall on the Work Performance Evaluation as "Meets Job Standards" or "Exceeds Job Standards".
- E. The employee's supervisor shall periodically advise employees orally and/or in writing of any inadequate and/or exemplary performance.
- F. Employees shall be notified in writing no less than thirty (30) calendar days prior to the receipt of their Work Performance Evaluation.
- G. Regular status employees evaluated overall as "Not Meeting Job Standards" shall not receive the step advance, except as provided herein.
 - 1. If an employee receives an overall "Unsatisfactory" or "Below Job Standards" evaluation, the employee's step advance may not be granted on the date due.
 - 2. If no Work Performance Evaluation is filed pursuant to (B) of this Article, the employee shall receive their step advance effective on the date due.
 - 3. In the event that step advancement is denied, the employee shall be reevaluated at six (6) month intervals. Denied step advancement can be granted following any sequence of a six (6) month review of the employee's performance.
 - 4. Any dispute arising out of the content of a Work Performance Evaluation with an overall rating of "Below Job Standards" or "Unsatisfactory" may be processed in accordance with the grievance procedure.
 - 5. It is agreed that the performance of any employee without regular status must be rated as "Meets Job Standards" or better prior to granting any merit step advancement.
- H. The provisions of this Article shall be implemented pursuant to procedures established and mutually agreed to by the parties to this M.O.U.

ARTICLE 5

Retirement

- A. The City agrees to contract with the Public Employees Retirement System (PERS) for members of this unit. The benefits are the **2% at 55 Modified Formula**, and Section 20835.1 (Limit Prior Service to Members Employed on Contract Date). Prior service credit will be granted for all years of service with the City of Needles.
- B. The City contributes seven percent (7%) per month towards each employee's contribution to PERS. For all purposes, this seven percent (7%) contribution made by the City on behalf of the employee shall be considered the employee's contribution.

ARTICLE 6

Standard Work Definitions

- A. The standard workweek shall consist of forty (40) hours in a seven (7) consecutive day period for all departments.
- B. The standard workday represents the tour of duty for which an employee is regularly scheduled for work during a twenty-four (24) hour period commencing from the start of the employee's assigned shift.
- C. Time worked beyond the standard workweek or the standard workday shall constitute overtime worked for pay purposes.
- D. The City will recognize Flexible Work schedules when feasible. Department operations will be covered to meet the public needs during normal business hours.

ARTICLE 7

Overtime Provisions

- A. It is the responsibility of department managers to arrange for the accomplishment of the workload under their jurisdiction within the normal tour of duty of employees. The City policy is to discourage overtime except when necessitated by abnormal or unanticipated workload situations. The City has the right to require overtime to be worked.
- B. Payment for overtime shall be made on the first regular payday following the pay period in which the overtime was worked.

- C. Overtime is to be defined as actual hours or increments of not less than fifteen (15) minutes worked in excess of eight (8) hours within the standard workday, or in excess of forty (40) hours within the standard workweek, or time actually worked on a holiday.
- D. Overtime shall be compensated at time and one-half cash payments of a regular employee's base hourly rate for hours worked as described in "C" above. Overtime shall be reported in fifteen (15) minutes increments and shall be non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes.
- E. Employees may request to accrue compensatory time in lieu of cash payment for such overtime. Employees are to advise their supervisor of the method of overtime payment (pay or compensatory time) before overtime is worked. In accordance with FLSA rules and regulations, compensatory time is accrued at a rate of time and one-half.
- F. A maximum of one hundred sixty (160) hours compensatory time may be accrued. The employee and the department manager shall schedule all compensating time off. Approval for such time off shall be made according to the needs of the department, but with due regards to the employee's request. There will be No Cash Payment to Employees for accrued Compensatory Time.
- G. Upon termination, the City shall pay the employee for any unused compensatory time at the employee's current rate of pay.
- H. Overtime worked in excess of the maximum accrued of one hundred sixty (160) hours shall be paid in accordance with "B" above.
- I. All paid leave time shall be considered as time worked for the purposes of computing overtime.
- J. Advance Notice of Change in Scheduled Hours of Work:
 - 1. Where prescheduled changes in an employee's regularly scheduled hours of work are necessary, the City will provide the employee with two (2) weeks advance notice. Where less than two (2) weeks advance notice is given, the employee shall suffer no loss of overtime pay, if applicable. Schedule changes of less than five (5) workdays and with less than two (2) weeks notice shall be considered as scheduled overtime and paid pursuant to sub-Section "C" and "D".
 - 2. For purposes of this Article, prescheduled changes in an employee's regularly scheduled work hours of work shall be defined as changes of not less than five (5) consecutive work days.

3. Employees who voluntarily trade hours of work with co-workers to accommodate leave, i.e. vacation, automatically waive the two (2) weeks notice.

K. Emergency Call Out of Day Shift Employees:

In the interest of employee safety, employees who are required to work overtime within the eight hour period preceding their scheduled starting time, shall be entitled to time off with straight time pay equal to time worked during this time frame.

- L. Delayed start times shall only apply to the day of the emergency callout and will not affect normal rates of pay nor any premium pay provisions. If the emergency continues into the employee's normal workday, overtime compensation will continue until such time as the emergency condition is resolved.

ARTICLE 8

On-Call

- A. Employees who are released from active duty but are required by their departments to leave notice where they can be reached and be available to return to active duty when required by the department shall be assigned to on-call duty. While assigned to on-call duty, an employee shall be free to use the time for his or her own purposes.
- B. On-call duty requires that the employees so assigned shall (1) leave a telephone number where they can be reached or wear a communicating device, and (2) be able to respond to duty within an hour. The department manger may establish time periods to respond of more than one hour. Employees not assigned to on-call and approval of compensation shall be made by the department manager based upon the needs of the department. On-call duty shall be compensated at the rate of sixteen (16) hours for one (1) workweek (6 a.m. Tuesday to 5:59 a.m. the following Tuesday) of on-call duty. In addition to the above, employees will receive an additional four (4) hours of compensation if one of the holidays specified at Article 11, Section C of this Memorandum falls within the week the employee is on-call. Compensation shall be at the employee's regular rate of pay, except in exceptional circumstances, no employee will be required to be on-call for more than one (1) week in any three (3) week period.
 1. Weekend is defined as Close of Business Friday through Open of Business Monday.
 2. Holiday is defined as Close of Business prior to Holiday through Open of Business following the Holiday.

ARTICLE 9

Call Back

- A. **Call Back:** When a regular employee returns to work because of a department request, made after the employee has completed a normal work shift and left the workstation, the employee will be guaranteed a minimum of two (2) hours pay at the regular rate or at the time and one-half (1.5) rate. If the call back occurs after completing the standard workday, the employee shall be paid for all time worked after call back at the appropriate regular or overtime rate depending on prior standard day/week hours. Should the employee be required to work beyond the twenty-four (24) hour period, the rate shall not revert from overtime to regular rate just because it is a new day.
- C. Revised schedules shall not impact the standard day/week in terms of standby or call back premium rate qualifications. Any actual work performed on weekend resulting from call back of revised schedules shall be paid at the time and one-half (1.5) rate.

ARTICLE 10

Shift Differential

- A. The City recognizes three (3) periods of a twenty-four (24) hour work day as separate shifts:
- 5:00 a.m. to 5:00 p.m. is considered the day shift;
 - 5:00 p.m. to 12:00 a.m. is considered the swing shift; and
 - 12:00 midnight to 5:00 a.m. is considered the midnight shift.
- B. Employees assigned to regularly scheduled tours of duty that work hours other than the day shift will be compensated by a shift differential amount for those hours worked in the swing or midnight shifts. Shift differential shall be paid for actual hours worked in other than day shift and shall be compensated as follows:
1. Fifty cents (\$0.50) per hour in addition to the employee's base hourly rate for the swing shift hours worked between 5:00 a.m. and midnight; and seventy-five cents (\$0.75) per hour in addition to the employee's base hourly rate for the midnight to 5:00 a.m. shift hours.

ARTICLE 11

Paid Leave Time

The following types of leave shall be authorized and paid by the City.

A. Vacation:

1. Vacation time cannot be accumulated in excess of two (2) year's accrual, and any excess vacation time shall be forfeited unless the city manager gives express written permission for such accumulation and that same shall only be granted in unusual circumstances which require an employee to forego vacation for the convenience and benefit of the City. However, no employee shall lose earned vacation time because of work urgency.
2. Vacation will accrue but may not be used during employee's first thirteen (13) pay periods of employment. Vacation leave days shall be prorated in the anniversary year that would cause an increase in vacation leave days.
3. Upon termination of employment, employees shall receive a lump sum payment for all accrued vacation leave time at the employee's current salary rate.
4. Accrual of vacation shall be on a pay period basis as follows:

<u>Years of Employment</u>	<u>Hours Per Year</u>	<u>Accrual Per Pay Period</u>
0 through 4	80 hours (10 days)	3.077
5 through 9	120 hours (15 days)	4.616
10 or more	160 hours (20 days)	6.154

5. Employees who presently have more than 10 but less than 20 years of service are eligible to accrue up to 160 hours (20) days of vacation per year. Further, during years 20 through 24, they shall accrue an additional .3077 hours per pay period for each year of service over twenty (one additional vacation day per year of service). However, the maximum annual accrual of vacation for such employees shall be a total of 200 hours or 25 days of vacation per year.
6. The accrual rate of employees who are presently accruing more than twenty (20) days per year will not change. Employees with 20 or more years of service shall continue to accrue an additional .3077 hours per pay period for each year of service over twenty (one additional vacation day per year of service).
7. Employees having regular status with the City may request an advance of up to five (5) days of un-accrued vacation time off.

8. Vacations shall be bid annually, in January, within each department, in order of seniority with the City. The City shall make every reasonable effort to accommodate requests for vacation time outside of the bidding process, keeping in mind the well being of the employee and the business needs of the City.
9. In the event employees are physically unable to report for a vacation bid, or cannot be contacted, they are permitted to submit to their supervisor, in writing, a list of five or more choices for vacation listed in order of preference. Employees who refuse to submit vacation choices to their supervisor will be assigned, by the department manager, to any vacations that may be remaining.
10. Vacation shall cease to accrue during any period of unpaid leave that exceeds two (2) or more pay periods.
11. Buy out of vacation hours at 40 hours once a fiscal year as long as 40 hours of vacation is taken in the prior fiscal year, July 1 through June 30.

B. Sick Leave:

1. Sick leave shall not be considered as a privilege, which the employee may use at his or her discretion, but shall be allowed only in case of necessity and actual sickness or disability.
2. Sick leave may be used in the case of Family Medical Leave per California Family Rights Act. The definition of Family Medical Leave is Parent, Child, Spouse and Domestic Partner (per California Family Code 297 (a) (b 1-5)).
3. Sick leave with pay shall be accrued at the rate of 3.693 hours per pay period while in a paid status.
4. There shall be unlimited accrual of sick leave.
5. **Proof:** A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness when requested by the City Manager and/or department manager.
6. **Improper Use:** Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indisposition, instances of misrepresentation, or violation of the rules defined herein will result in the denial of sick leave with pay and shall be construed as ground for disciplinary action including termination.
7. **Notification:** Employees or other responsible person shall call and advise of absences due to illness by speaking with any available employee or, where available, via voice mail.

- a. Such calls must be received at least ten (10) minutes prior to the employee's scheduled start time.
 - b. The employee shall contact the department/work site or leave a message on the City answering machine **(760) 326-6538** not later than ten (10) minutes prior to his / her scheduled start time.
 - c. The City hereby agrees to purchase an electronic answering device that automatically provides the time and date of all calls received and to dedicate one (1) phone line to that answering machine for the purpose of receiving messages from City employees who are calling in sick.
8. Sick leave shall cease to accrue during any period of unpaid leave that exceeds two or more pay periods.

C. Holiday:

1. Employees covered by this Agreement shall be entitled to the following recognized holidays:

<u>New Year's Day</u>	January 1
<u>Martin Luther King's Birthday</u>	Third Monday in January
<u>Washington's Birthday</u>	Third Monday in February
<u>Memorial Day</u>	Last Monday in May
<u>Independence Day</u>	July 4
<u>Labor Day</u>	First Monday in September
<u>Columbus Day</u>	Second Monday in October
<u>Veteran's Day</u>	November 11
<u>Thanksgiving Day</u>	Fourth Thursday in November
<u>Day after Thanksgiving Day</u>	Fourth Friday in November
<u>Christmas Eve</u>	December 24
<u>Christmas Day</u>	December 25
<u>New Year's Eve</u>	December 31
<u>President or Governor Declaration</u>	Anytime it is called

2. In the event any recognized holiday shall fall on Saturday, the proceeding Friday shall be observed as a full day holiday. In the event any recognized holiday shall fall on Sunday, the Monday immediately following shall be observed as a full day holiday.
3. The employee shall be on an authorized pay status on the day prior to any recognized holiday and the day following the same to eligible for benefits on a paid holiday.

4. In the event any employee is required to work all or any part of an recognized holiday, the City shall compensate said employee for the time worked at one and one-half (1 ½) the employee's base hourly rate for hours actually worked. Such pay shall be in addition to eight (8) hours holiday pay.
5. If an employee is called in to work on a vacation day or floating holiday, the employee will have the option of receiving premium pay in addition to pay for the vacation or floating holiday. In the alternative, the employee may choose to receive one and one-half (1 ½) the employee's base hourly rate for hours actually worked and save the vacation or floating holiday for later use.

D. Jury Duty – Witness Duty:

1. Employee covered by this Agreement shall receive full salary while serving as a juror and shall not be required to remit compensation received as a juror to the City.
2. Employees covered by this Agreement who are subpoenaed for appearance in a court or other duly constituted body empowered to issue subpoenas shall receive full salary. The employee shall not be required to remit compensation received for witness fees for time off. This provision shall not apply unless the employee's appearance in court is directly related to City business.
3. In the event that an employee is released from jury duty and the employee is reasonably able to arrive at work with two (2) or more hours remaining on his/her regularly scheduled shift, the employee shall report to work. Likewise, employees who are subpoenaed to appear in court and who could perform four (4) or more hours of work and still have sufficient time to cleanup and/or dress appropriately for their court appearance shall report for work at their regularly scheduled time.

E. Bereavement Leave:

1. The City agrees to grant up to **five (5)** days paid bereavement leave in the event of a death in the Employee's immediate family, Domestic Partner or any relative living with an employee. Immediate family is defined as spouse, child, grandchild, mother, father, grandparents, brother, sister, mother-in-law, father-in-law, or anyone who raised the employee as a child. Domestic Partner is defined in California Family Code Section 297 sub section (a) & (b 1-5). Such leave shall not be charged against the employee's leave balances. The total bereavement leave days shall not exceed five days per occurrence.

2. For the purpose of bereavement leave, weekends and/or holidays shall not be counted toward the five (5) consecutive days, nor shall they be considered a break in the five (5) consecutive days. Except as provided at Section E (3) below, such leave shall not be charged against the employee's leave balances.
 3. Sick leave, vacation, holiday, or compensatory time, if due, may be used for additional time off when needed. If the employee has no accrued time available, the additional time off shall be considered leave of absence without pay.
- F. All of the above paid leave time shall be counted as time worked for the purpose of computing hours worked for overtime pay.

ARTICLE 12

Sick Leave Conversion

- A. The estate / **pre-designate beneficiary** of a deceased employee shall be compensated for an amount equal to one hundred percent (100%) of unused sick leave.
- B. Employee's current hours of accrued sick leave shall be "grandfathered" and paid 100% to employee upon separation from city service. These "grandfathered" hours shall become the "base hours". Further accrued sick leave hours shall be paid at 50% up to a maximum of 1,040 hours upon separation from city service".

ARTICLE 13

Life and Long Term Disability

- A. The City shall provide \$50,000 life insurance coverage for all employees covered by this Agreement. Additionally, dependents of employees of this unit shall be covered by \$10,000 policy for spouses and \$5,000 for children in accord with the applicable group insurance contract.
- B. The City shall provide to all employees covered by this Agreement Long Term Disability Insurance which will insure the income of the employees at a rate of 66% of their current gross income. This will be paid for entirely by the City and the plan will meet all ERISA and insurance standards. Benefits will coordinate with state disability insurance and the benefits will be in place until the employee reaches age 65. A waiting period will be in place as stated in the plan documents.

ARTICLE 14

Medical, Dental & Vision Care Insurance

- A. Each employee in the unit of representation shall be entitled to the following insurance programs: Medical, Dental, Optical Examination and Corrective Lenses. The Employee shall pay a contribution of **\$50 per month**. Employee & Dependent care shall be provided to the employees for a contribution of **\$70 per month**.
- B. City and Association agree to change employee medical insurance coverage from Blue Cross Premier PPO \$20 Co-pay to Health Net Plan 25A with supplemental policies by TransAmerica / Transconnect and American Specialty Health Chiropractic with the benefit structure as attached on **Exhibit A**. Dental & Vision Insurance coverage shall continue to be provided by Canada Life & VSP with the benefit structure as attached on **Exhibits B & C**.
- C. There will **not** be an increase in the member contribution. However, if there is a proposed increase by Health Net of more than 10% in year three (3) 2009 and / or four (4) 2010 of this agreement City and Association agree to meet and confer on the issue of employee medical insurance.
- D. The City will implement provisions of the IRS Code Section 125 allowing the employees to tax defer health insurance premiums deducted from their paychecks. The City will also study if it will be feasible to expand the Section 125 plan to a more complete Cafeteria plan.
- E. If, during the terms of this Agreement, the programs or claims service of the provider becomes a source of complaint, beyond reasonable explanation, by employees of the unit, the City shall be notified by the Association. The City agrees to meet within 30 days of such notice, for the purpose of resolving these issues and problems including actions up to and including selection of new plans and providers.
- F. The City shall enroll in the State Disability Insurance (SDI) Program and pay all costs.
- G. The City agrees to pay for retirees' medical insurance coverage for employees retiring after 20 or more years of service and after having reached age 58 or older, said coverage to continue until the employee becomes eligible for Medicare. The retiree may choose to purchase coverage for his/her dependent (2) at the retiree's sole expense. Should the retiree die prior to the exhaustion of his/her remaining sick leave benefits, said amount will be put in a pool from which future retirees could draw to subsidize their health benefits.
- H. For classified employees hired after July 1, 2007 and retire at age 58 or later with twenty (20) or more years of service, City agrees to contribute up to a maximum of \$300 per month for medical insurance coverage. Said contribution to continue until employee reaches Medicare eligibility.

ARTICLE 15

Layoff

- A. The City may initiate force reductions whenever one or more positions are eliminated due to declining work requirements; discontinued services or activities; or lack of available funds.
- B. In the event that layoffs are necessary, the Association shall have the right to meet and confer on the impact of the layoff, to include the implementation of the "bumping" process.
- C. Layoff, however, shall not be used as a substitute for separation, release, discharge or other termination causes.
- D. The City shall retain those employees in each affected classification who have the longest period of service with the City in the classification within the bargaining unit.
- E. Under no circumstances shall the City retain temporary employees in employee classifications in which force reductions are in progress.
- F. The City will continue payment of medical insurance premiums up to the maximum of six (6) months or until a laid off employee obtains other employment, whichever comes first.
- G. Notification: Employee to be laid off shall be given notice at least thirty (30) calendar days prior to the layoff.
- H. An employee affected by layoff shall have the right to "displace" another employee. The "displaced" employee need not be in the same department, but must have less seniority and be in a lower position in the same class or in a "lower" class from which the affected employee once had "regular" status.
- I. For the purpose of this section, seniority includes all periods of full time service in, or "above" the classification level where the layoff is to occur within the general bargaining unit.
- J. An employee "retreating" to a lower or similar position shall be placed at the salary step resulting in the least loss of pay.
- K. In no case shall the employee receive a salary increase in the "retreat" position.
- L. In each classification affected, employees shall be laid off, according to employment status, in the following order: Temporary, Transitory, Provisional, and Regular.

- M. From time to time, two or more regular employees may have equal status in the class from which a layoff is to be made. Layoff of such employees shall be determined by lot.
- N. The names of persons laid off or demoted in accordance with these provisions shall be entered upon a re-employment list. Lists from different department, or from different times, for the same class of position shall be combined into a single list. The City Manager shall use such lists when a vacancy arises in the same or lower class or position.
- O. Upon completion of the probationary period, the seniority of an employee accepting an unclassified position shall be frozen and maintained for future eligibility and reentry into the classified service. The seniority of unclassified personnel without prior classification service who enter the classified service shall commence upon their date of entry into the classified service.

ARTICLE 16

Meal Periods

- A. Each employee shall be granted an uninterrupted meal period away from his/her workstation. Such meal period shall be scheduled by the employee's immediate supervisor.
- B. Employees required to travel outside of the corporate limits of the City to conduct business on behalf of the City shall be entitled to reimbursement or reasonable expenses incurred for meals during said travel, with receipts. Reimbursement for meal expenses, however, shall be applicable only in those instances in which an employee has traveled more than thirty (30) miles outside the City is and not expected to return within thirty (30) minutes after the employee's regularly scheduled meal period.
- C. Should an employee be required to work unscheduled overtime hours which extends more than two (2) hours beyond and employee's normal meal period, the City will reimburse the employee for reasonable expenses incurred for meals taken on-the-job, with receipts.

ARTICLE 17

Higher Classification Pay

- A. In the event an employee is assigned to perform duties of a job classification higher than the classification to which the employee is normally assigned for a cumulative total in excess of eight (8) hours in a fourteen (14) calendar day payroll period, such employee shall be paid at the "A" step of the higher classification for all hours worked in such classification.

- B. Should an employee's current salary exceed the "A" step of the higher classification, he or she shall be paid at that step which represents a five percent (5%) increase over his/her current base salary.
- C. It is agreed, however, that no employee shall perform work in a higher job classification unless specifically directed to do so by the supervisor of the department of which the employee is normally assigned or by the formally designated representative of such supervisor.

ARTICLE 18

Incentives

- A. Training: An educational incentive is established in which books, school supplies, and tuition will be reimbursed by the City on approved courses. Reimbursement will be granted upon proof of satisfactory completion of the course. Estimated costs are to be submitted to the City Manager prior to authorization to taking the course and all courses shall be job related. An employee's work schedule shall not change when enrolled in a departmentally approved course of study unless no other alternative exists.
- B. Bonus Program: The City and Association shall cooperate in the development of a Performance Improvement Incentive Bonus Program.
- C. Employee Handbook: The City and Association shall cooperate in the development of an Employee Handbook.
- D. Employee Recognition Program: The City and Association shall cooperate in the development of a years of service awards recognition program.

ARTICLE 19

Extra or Temporary Help

- A. An extra help or temporary appointment shall mean the filling of a position intended to be on less than a year round basis. Such appointments shall include but not be limited to cover seasonal peak workloads; emergency extra workloads of limited and seldom recurring duration; necessary vacation and sick leave situations; and other involving authorized leave of absences.
- B. Ordinarily an extra help or temporary appointment will not be authorized for a period of time exceeding 1,040 hours, however, in unusual circumstances; the City Manager may authorize an extra help or temporary appointment not to exceed 2,080 hours.

- C. Extra help or temporary employees shall be limited to not more than the "A" step of the salary range and shall not be entitled to benefits from any provision accruing to regular employees under this Agreement.

ARTICLE 20

Rest Period

- A. Employees shall be entitled to rest periods. Rest period shall consist of one fifteen (15) minute work break in the first half of the work day and one fifteen (15) minute work break in the second half of the work day for each eight (8) hour standard work day.
- B. Each rest period will be increased by five (5) minutes for each two-hour increment or any fraction thereof in the standard workday or over eight (8) hours.
- C. Employees required to work overtime beyond their regular tour of duty shall be granted a ten (10) minute work break for each tow (2) hours.
- D. Rest periods shall be scheduled in accordance with the requirements of the department, shall not interrupt the work schedule, and may be combined into one rest period a day if mutually agreed to between employees and management.
- E. Rest periods shall be considered as time worked for payroll purposed.

ARTICLE 21

Physical Fitness

- A. The parties agree that physical and mental fitness of city employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement, the City, with reasonable cause, may require medical and psychological assessments of employees, provided the City pays the cost of and provides time off without loss of pay for such assessments. Appropriately qualified health care professionals shall do all such assessments.
- B. Medical and psychological reports shall be released to and retained by the City personnel director. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of City business.

- C. The parties agree that the waiver of Green fees for employees, retirees and ½ for spouses be **SUSPENDED**; however, the City and Association agree to meet and confer on the issue of waiving green fees on or before **May 1, 2008**.
- D. The parties agree that the admission to the aquatic center will be waived for employees. Employees' families shall be entitled to admission at one-half (1/2) the price.

ARTICLE 22

Valid Drivers License

- A. All City employees that operate a City vehicle during the course of their duties must obtain and have a valid driver's license appropriate to the type of City equipment / vehicle being operated.

ARTICLE 23

Helmets and Boots

- A. The City will provide Safety boots, as needed to all employees when required by applicable OSHA and/or Cal-OSHA regulations to wear them. Lineman safety boots will be provided every 2 years or as needed.
- B. The City will provide a helmet/hard hat to each employee required wearing a helmet/hard hat while operating City equipment (i.e. ATV's).

ARTICLE 24

Safety in the Work Place

- A. The City and Association agree to work together to develop safety, environmental, and hazardous material handling manuals in compliance with regulatory agencies. Further, the City and Association will cooperate in encouraging compliance with said manuals, once agreed to. (The Association, in cooperation with the City, will appoint one employee representative to mutually agree to committees to develop said manuals).

ARTICLE 25

Emergency Medical Leave

The City and Association agree to the following particulars respecting an Emergency Medical Leave policy:

- A. The employee must have regular status with the City or one (1) year of continuous service in a regular position with the City.
- B. The employee must meet all of the following criteria before he/she becomes eligible for Emergency Medical Leave donation:
 - 1. Be on an approved medical leave of absence;
 - 2. Submit a doctor's off-work order verifying the medical requirements to be off work;
 - 3. Have exhausted all available leave balances.
- C. An employee is not eligible for Medical Emergency Leave if he/she is receiving state disability benefits, long term disability, or workers' compensation benefits. An employee eligible for short term disability and state disability insurance must first **through coordination** utilize and exhaust said benefits.
- D. Vacation, holiday, or administrative leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours, not to exceed to total of fifty percent (50%) of an employee's annual vacation, holiday, administrative leave or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by the City. The employee (donee) receiving the Emergency Medical Leave will be taxed accordingly.
- E. The donation is to be for the employee's Emergency Medical Leave only. The donation to one employee is limited to a total of 1,040 hours per fiscal year.
- F. The definition of Emergency Medical leave is an approved leave of absence due to a verifiable, long term illness or injury, either physical or mental impairment. Job and/or personal stress (not the result of a diagnosed mental disorder) is pacifically excluded for receipt by the employee on Emergency Medical Leave. A statement from the employee's treating physician, subject to review by the City's medical officer or medical designee, is required.
- G. The employee on an approved medical leave of absence who is receiving Emergency Medical Leave can continue to earn health benefit monies provided that they are paid

for at least forty-one (41) hours per pay period, the requirements of the Federal and State Family Leave Acts, as applicable to the individual employee. An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, sick leave, or retirement credit.

- H. Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's base salary, exclusive in both instances of overtime, differentials and the like, as the singular purpose of this program is to provide financial assistance.
- I. Any donated time unused by the employee for the Emergency Medical Leave shall remain in the donee's accruals to be utilized as follows:
 - 1. Employees who resign or die while on Emergency Medical Leave shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Emergency Medical Leave at time of resignation or death in accordance with payroll procedures established by the City.
 - 2. An employee on an Emergency Medical Leave who has received the approval of his/her physician and the City's health officer to return to full time work shall have all unused Emergency Medical Leave converted to an equal amount of sick leave which will be available to the employee according to the applicable Sick Leave Article of this Agreement.
 - 3. An employee on Emergency Medical Leave who has received the approval of his/her physician and the City's health officer to return to work on a part-time basis (less than the employee's normally scheduled hours of work per pay period) may record a combined total of work time and Emergency Medical Leave not to exceed each pay period the less of eighty (80) hours or the employee's normally scheduled hours of work.
- J. The donation shall be administered on a specific basis where so designated with the instances charged to the Emergency Medical Leave donation for the actual administrative costs.
- K. Solicitation of donors shall be regulated by the City, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.
- L. All donors and donees shall sign release forms designed, retained and affected by the City.
- M. The parties agree to meet and confer regarding issues arising from the implementation of this program.

ARTICLE 26

Exchange of Information

- A. The City will send a copy of the City Council agenda and minutes to the SBPEA and the SBPEA will send a copy of its monthly magazine to the City Manager.

ARTICLE 27

Membership in San Bernardino Public Employees Association (SBPEA)

- A. The Association shall have the sole and exclusive right to have membership dues deducted for employees covered by this Agreement by the City, upon appropriate written authorization from such employees. Remittance shall be made by the City to the Association within fifteen (15) working days of the deduction of such sums.
- B. The City 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 service fee to the Association for non-members, as appropriate.
- C. The Association shall advise the City, in writing, of the dues amount to be deducted for each member. Any change in dues will be submitted to the City, in writing, thirty (30) days prior to the effective date of such change.
- D. The City shall deduct from any permanent employee who is not a member of the Association, as a condition of employment, monthly service charge equal to the monthly Association dues as a contribution towards the administration of the Agreement. The right of non-association of employees, based on bona fide religious tenets or teachings or a church or religious body of which such employee is a member, is safeguarded. Such employees shall pay an amount of money equivalent to regular Association dues to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c) of the Internal Revenue Code chosen by the employee, such as the American Cancer Society, American Humane Society, and Goodwill Industries.
- E. Proof of such payments shall be made on a monthly basis to the city as a condition of continued exemption from the requirements of financial support of the Association.
- F. Membership dues shall be deducted for employees covered by this Agreement who are members of the Association at the time of the execution of this Agreement, or who thereafter become members, subject to the above.
- G. The City shall, as soon as possible, notify the Association General Manger if any member of the bargaining unit revokes a dues / fee authorization.

- H. Hold Harmless Clause: In consideration of the above noted services, the Associates agrees to release, indemnify and discharge the City from any liability or expenses whatsoever as a result of any action taken pursuant to the provisions of this Article.

ARTICLE 28

Release Time for Designated Association Representatives

- A. The City agrees to provide release time of up to nine (9) days per year for not more than four (4) designated Association Representatives to attend SBPEA meetings. SBPEA will assume all per diem expenses for said designated representatives.

ARTICLE 29

Maintenance of Benefits Policies and Procedures

- A. Unless specifically changed or modified by this Memorandum of Understanding, current and prevailing benefits existing from prior agreements or understandings between the City of Needles and SBPEA shall be maintained at the present levels.

ARTICLE 30

Severability and Legality of Clauses

- A. 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 article, section or portions thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to meet and confer at the earliest possible moment concerning only those matters directly affected by the decision.

ARTICLE 31

Assignability

- A. During the period of this Agreement, it shall be binding upon and insure to, the benefit of the successors and assigns of the respective parties hereto.

ARTICLE 32

Unit Modification

- A. It is understood that this memorandum of Understanding shall constitute a bar to any petition or request for decertification of the Association as the formally recognized employee organization in the General Employees Unit of representation at any time prior to the expiration date of this Memorandum of Understanding.
- B. In addition, no petitions for unit modification of the General Employees Unit will be accepted by the City without the express Agreement of the Association.
- C. The provisions of this article shall not be applicable where precluded by law. The Association, its successors and assigns, shall indemnify, defend and hold harmless, the City including its agents and employees, for any expenses, losses, or damages incurred by the City, including its agents and employees, on account of the provision of this Article.
- D. Notwithstanding the above, both the City & Association agree to consider during fiscal year 2007 – 2010 the transfer of positions between the classified & unclassified bargaining units.
- E. City will post all new and vacant positions in-house first for a period of one (1) week prior to any outside advertisement. All current regular full-time employees, who are qualified, will be granted an interview.

ARTICLE 33

Grievance Procedure

A. Policy

The City of Needles has established a grievance procedure. Grievances are defined as a controversy between the employer and the Association or employee(s) governed by the Agreement. Such controversy must pertain to any matter pertaining to terms and conditions of employment, interpretation or violation of the provisions of this Agreement or interpretation of any Policies and Procedures of the City of Needles, excluding disciplinary actions.

Employees of the City who pursue grievances according to the provisions of the City's Grievance Policy and Procedure shall be free of harassment by fellow employees, supervisor's and administration and shall in no way affect their present or future employment status.

B. Right to File Grievances

Any regular employee has the right to file a grievance. The grievance procedure shall not be applicable to the appeal of disciplinary action.

C. Process for Filing Grievances

Grievances shall be processed in accordance with the procedure set forth below:

1. The grievance shall be presented in writing to the employee's immediate supervisor within ten (10) working days of the occurrence. The supervisor shall reply in writing within (10) working days thereafter.
2. If the reply in Step 1 is not satisfactory, within ten (10) working days after such reply, the grievance shall be presented, in writing, to the employee's department manager. The department manager shall reply, in writing, to the grievance within ten (10) working days thereafter.
3. If the employee is not satisfied with the reply in Step 2, within ten (10) working days thereafter, the written grievance may be presented to the City Manager. The City Manager shall, upon request, meet promptly with the employee or his or her designated representative during regular business hours to discuss the grievance, and shall reply, in writing, to the employee or representative within ten (10) working days after the filing of the written grievance with the city manager. The parties agree to cooperate fully in investigating the facts surrounding the grievance, and also agree to produce all evidence necessary to substantiate their respective positions regarding any such grievances. Such exchange of information shall be between the city manager and the employee or representative.
4. If the grievance is not resolved in Step 3 within fifteen (15) working days after receipt of the Step 3 reply, the employee or representative may submit the written grievance to arbitration for an advisory decision. An impartial arbitrator shall be elected by alternately striking from a list provided by the California State Mediation and Conciliation Service. Within ten (10) working days after issuance of the arbitrator's decision, each party shall notify the other, in writing, of its acceptance of the arbitrator's decision each party shall notify the other, in writing, of its acceptance or rejection of the advisory ruling. A rejection by either party of the arbitrator's decision shall cause the grievance to be submitted to the City Council for determination. The matter shall be considered by the Council, with or without hearing, in the sole discretion of the Council, at any time convenient to the Council, within forty-five (45) days after issuance of the arbitrator's decision. The decision of the City Council shall be final and binding on both parties.

- D. Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to; provided, however, that any such time limits may be extended by mutual agreement of the parties. If the City's authorized representative fails to answer a grievance within the time specified in any step of the grievance procedure, the employee or representative shall have the right to appeal the grievance immediately to the next step of the grievance procedure. If an employee or representative fails to file a grievance within the specified in any step in the grievance procedure, the grievance shall be deemed withdrawn, with prejudice, and any further steps under the procedure shall be considered voluntarily waived. It is further agreed that no employee shall be intimidated, coerced or retrained as a result of proving evidence in any such grievance procedure, or for initiating or pursuing any such grievance.

ARTICLE 34

Disciplinary Procedures

Disciplinary Action / Appeal / Right to Representation / Skelly Rule

A. Written Notice of Intention.

An employee shall be informed in writing by the City Manager of the intent to take any adverse action, including but not limited to take any adverse action, including but not limited to dismissal, rejection during probation, termination, or transfer between classes of an employee for medical reasons. The written notice shall include the following:

1. The reason for the intended adverse action.
2. A copy of the appropriate charges if any and materials upon which the intended action is based.
3. A statement that the employee has a right to respond either orally or in writing within ten calendar days from the date the employee is given the notice.

Following the employee's response or fifteen calendar days, whichever comes first, the employee shall be informed in writing by the City Manager as to his/her final decision.

B. Written Notice of Dismissal.

The City Manager shall give an advance written notice of dismissal which shall include the following:

1. The effective date of termination.
 2. The reason for dismissal.
 3. The employee's right to appeal the dismissal.
- C. Employees who, pursuant to the Needles City Charter and Chapter 15 of the Needles City Code, should be properly considered "classified employees" shall be accorded the appeal to the Personnel Commission procedures as set forth in Chapter 15 for classified employees.

D. Right to Representation.

The U.S. Supreme Court decision in NLRB v. Weingarten, Inc. established an employee's right to have a union representative, or representative of their choice, present at a meeting that may, in his/her belief, result in disciplinary action. Although there is no current policy explaining this right, employees covered by this Agreement are entitled to and may exercise this right when the employee feels appropriate.

- E. The parties further agree that, to the extent that the above-described policies involve negotiable issues and provided that any of the above-described policies have not previously been reviewed, discussed, negotiated or otherwise ratified by the Association, the parties agree to meet and confer and/or negotiate such policies in good faith and to implement them and add them to this Memorandum at the parties' earliest possible convenience.

ARTICLE 35

Approval by City Council

- A. This Memorandum of Understanding is subject to approval by the City Council. The parties hereto agree, both jointly and separately, to urge the Council to approve and enforce this Agreement.
- B. Following approval of this Memorandum of Understanding by the Council, its terms and conditions shall be implemented by appropriate ordinance, resolution or other appropriate lawful action.

EXHIBIT A
Medical Benefit Structure

CARRIER		Health Net Plan 25A		TransAmerica / TransConnect	
		<i>Members Pays:</i>		<i>Plan Reimburses:</i>	
		<i>In-Network</i>	<i>Out-of Network</i>	<i>In-Network</i>	<i>Out-of Network</i>
DEDUCTIBLE					
Individual		\$500		Reimburses up to \$500 / individual and \$ 1,500 / family *	
Family		\$1,500			
HOSPITAL SERVICES					
Inpatient including maternity		\$250 + 20% co-pay	\$250 + 40% co-pay	Reimburses up to \$4,000 / individual and \$12,000 / family *	
Inpatient Surgery & Anesthesia					
PHYSICIAN SERVICES					
Office Visits		\$30 co-pay	40% co-pay	Reimburses \$15 per visit per individual (up to 8 visits per year)	
Outpatient Surgery		\$250 + 20% co-pay	\$250 + 40% co-pay	Reimburses up to \$2,000 / individual and \$6,000 / family *	
X-Ray / Lab Procedures		20% co-pay	40% co-pay		
MATERNITY					
Prenatal and Postnatal Care		20% co-pay	40% co-pay		
PRESCRIPTION DRUGS					
Generic Formulary		\$10 co-pay	Not Covered		
Brand Formulary		\$25 co-pay			
Non-Formulary		\$35 co-pay			
Mail Order	Generic	\$20 co-pay (90 day Supply)			
	Brand	\$50 co-pay (90 day Supply)			
	Non-Formulary	\$70 co-pay (90 day Supply)			
MAXIMUM COPAYMENT LIMIT					
Individual		\$4,000 / Individual	\$6,000 / Individual	Reimburses up to \$4,000 / individual and \$12,000 / family *	
Family					
EMERGENCY SERVICES					
Inpatient	1 st 48 Hours	See Hospital Benefits Above			
	2 nd 48 Hours				
Emergency Room		\$100 + 20% co-pay		Reimburses up to \$4,000 / individual and \$12,000 / family *	
Ambulance		\$50 + 20% co-pay	\$50 + 40% co-pay	Reimburses up to \$350 / individual	

EXHIBIT A
Continued – Page 2
Medical Benefit Structure

CARRIER	Health Net Plan 25A		TransAmerica / TransConnect	
	<i>Members Pays:</i>		<i>Plan Reimburses:</i>	
	<i>In-Network</i>	<i>Out-of Network</i>	<i>In-Network</i>	<i>Out-of Network</i>
PREVENTATIVE CARE				
Routine Adult / Child Checkups	20% co-pay for covered service; Routine Physical Exams Not Covered	Not Covered		
Well Baby & Child Care Checkup	\$30 co-pay (through age 16)	Not Covered		
Well Woman Exams	20% co-pay	Not Covered		
LIFETIME MAXIMUM				
	\$5,000,000			
MENTAL HEALTH				
Outpatient	\$30 / 20% co-pay (severe/non-severe)	40% co-pay		
Inpatient	\$250 + 20% co-pay	\$250 + 40% co-pay		
Outpatient Detoxification	\$250 + 20% co-pay	\$250 + 40% co-pay		
Inpatient Detoxification	(3 day inpatient max / individual)	(3 day inpatient max / individual)		
CHIROPRACTIC CARE by American Specialty Health Chiropractic				
	\$20 co-pay (Maximum 20 visits / year) **	50% co-pay (up to \$30, maximum 20 visits / year) **		
DURABLE MEDICAL EQUIPMENT				
	20% co-pay (combined limit of \$1,000)	40% co-pay (combined limit of \$1,000)		
PHYSICAL THERAPY				
	20% co-pay (12 visits/year combined in-network/out-of network)	40% co-pay (12 visits/year combined in-network/out-of network)		

* Trans Connect pays for Out-of-Pocket expenses as a result of being an inpatient and for expenses incurred due to surgeries, emergency room treatment (Accidents Only), and ambulance transportation. Please refer to Trans-Connect product brochure for detailed information.

** Chiropractic Coverage offered through American Specialty Health (ASH); therefore, In-network Providers are ASH providers

EXHIBIT B
Dental Benefit Structure
(Calendar year plan 01/01 – 12/31)

DEDUCTIBLE			
Individual	\$ 50		
Family	\$ 150		
PLAN MAXIMUMS			
Annual	\$ 1,000	For Types 1,2 and 3 services, combined	
Lifetime	\$ 1,000	For Type 4 , Orthodontia – Child Only	
Services		Co-insurance	Ded. Waived
Type 1	Preventive Services		
Routine Exams and Cleanings	2 per calendar year <i>(do not have to be 6 months apart)</i>	100%	Yes
X-rays	Bitewings – 4 films per calendar year, including those taken as part of a full mouth series.		
	Panoramic or full-mouth series – 1 every 5 years		
Fluoride Treatments	Through age 15 (1 per year)		
Type 2	Basic Services		
Sealants	Through age 15 – 1 per tooth every 3 years; nondecayed / unrestored 1 st and 2 nd permanent molars only.	80%	No
Endodontics	Fillings, Extractions, oral surgery and emergency treatment, root canal therapy		
Periodontics	Periodontal Maintenance procedures – up to 4 per calendar year, minus any routine cleanings.		
	Periodontal Surgery - 1 per site every 3 years		
	X-rays and periodontal charting required.		
	Scaling / Root Planning 1 per site every 24 months		
	Debridement – 1 per site every 24 months		
General Anesthesia / IV Sedation may be covered for complex oral surgery. (Pre-determination recommended) Medical Plan's Explanation of Benefits may be needed for oral surgery procedures.			
Type 3	Major Services		
Crowns, Bridges & Dentures	Considered on preparation date or impression date	50%	No
	Replacement limits (replacements covered only if appliance is unserviceable)		
	Crowns, Bridges, Inlays and Onlays – 1 time in 8 years.		
	Full or Partial Dentures – 1 time in 5 years.		
Type 4	Orthodontia		
	Child Only	50%	Yes

EXHIBIT C
Vision Benefit Structure

VSP provider Doctor required

Services	Coverage	Co-payment	Frequency
Eye Exam			
Routine Exams	Eye exam includes the necessary test to evaluate and monitor visual wellness.	\$ 10	Every 12 Months From Last date of Service
Prescription Glasses			
Lenses	Single vision, lined bifocal and lined trifocal lenses are covered in full	\$ 25	Every 12 Months From Last date of Service
Frames	You will receive a \$120 allowance toward any frame of your choice plus 20% off any amount over the allowance.	\$ 25	Every 24 Months From Last date of Service
<p>Additional Information: You'll receive a 20% discount on additional pairs of prescription and non-prescription glasses, including sunglasses, from any VSP doctor within 12 months of your last eye exam.</p>			
Contact Lenses			
Exam	You also receive a 15% discount off the contact lens exam before the allowance is applied.	None	Every 12 Months From Last date of Service
Materials	You will receive a combined allowance of \$120 for the contact lens exam (fitting & evaluation) and the contact lenses.		
<p>Additional Information: The contact lens exam is a separate exam for ensuring proper fit of your contacts and evaluating your vision with the contacts.</p>			

ARTICLE 36

Completion of Negotiations

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as otherwise provided herein, the City and Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Contract Executed

This 16th day of August, 2007.

CITY OF NEEDLES

SAN BERNARDINO PUBLIC
EMPLOYEES ASSOCIATION

Richard D. Rowe, City Manager

*Bonnie Escobar-Clarke,
SBPEA Labor Relations Representative*

Tammy Ellmore

Ron Myers

Jerry Porter

Justin Scott