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2 RESOLUTION OF THE CITY OF SAN BERNARDINO IMPLEMENTING A
3 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN BERNARDINO
4 AND EMPLOYEES IN THE POLICE SAFETY EMPLOYEES' BARGAINING UNIT OF THE
5 CITY OF SAN BERNARDINO REPRESENTED BY SAN BERNARDINO POLICE
6 OFFICERS' ASSOCIATION (SBPOA).

7 WHEREAS the designated representatives of the Mayor and Common Council met and
8 conferred in good faith with representatives of San Bernardino Police Officers' Association
9 (SBPOA) representing the unit of Police Safety employees of the City of San Bernardino, in
10 accordance with the provisions of Government Code Sections 3500-3510, to agree upon a new
11 Memorandum of Understanding (MOU);

12 WHEREAS such meetings resulted in agreement on an MOU (Exhibit A, a copy of
13 which is attached hereto and incorporated herein) effective January 1, 2006 through December
14 31, 2009.

15 BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF
16 SAN BERNARDINO AS FOLLOWS:

17 SECTION 1. Exhibit A to this Resolution is hereby adopted establishing wages, hours
18 and working conditions for employees in the Police Safety employees' bargaining unit of the
19 City of San Bernardino.

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2 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN BERNARDINO
3 AND EMPLOYEES IN THE POLICE SAFETY EMPLOYEES' BARGAINING UNIT OF THE
4 CITY OF SAN BERNARDINO REPRESENTED BY SAN BERNARDINO POLICE
5 OFFICERS' ASSOCIATION (SBPOA).

6 I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and
7 Common Council of the City of San Bernardino at a jt. regular meeting thereof, held on the
8 21st day of August, 2006 by the following to wit:

9 COUNCILMEMBERS:	AYES	NAYES	ABSTAIN	ABSENT
10 ESTRADA	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
11 BAXTER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
12 VACANT	<u> </u>	<u> </u>	<u> </u>	<u> </u>
13 DERRY	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
14 KELLEY	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
15 JOHNSON	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
16 MC CAMMACK	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

17 Rachel G. Clark
18 Rachel G. Clark, City Clerk

19 The foregoing resolution is hereby approved this 22nd day of
20 August, 2006.

21 Patrick J. Morris
22 Patrick J. Morris, Mayor
23 City of San Bernardino

24 Approved as to form:

25 JAMES F. PENMAN,
City Attorney

By: James F. Penman

**POLICE
SAFETY EMPLOYEES**

**MEMORANDUM
OF
UNDERSTANDING**

**JANUARY 1, 2006 TO
DECEMBER 31, 2009**

**CITY OF SAN BERNARDINO
OFFICE OF THE
DIRECTOR OF HUMAN RESOURCES**

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RESOLUTION OF THE CITY OF SAN BERNARDINO IMPLEMENTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN BERNARDINO AND EMPLOYEES IN THE POLICE SAFETY EMPLOYEES' BARGAINING UNIT OF THE CITY OF SAN BERNARDINO REPRESENTED BY SAN BERNARDINO POLICE OFFICERS' ASSOCIATION (SBPOA).

WHEREAS the designated representatives of the Mayor and Common Council met and conferred in good faith with representatives of San Bernardino Police Officers' Association (SBPOA) representing the unit of Police Safety employees of the City of San Bernardino, in accordance with the provisions of Government Code Sections 3500-3510, to agree upon a new Memorandum of Understanding (MOU);

WHEREAS such meetings resulted in agreement on an MOU (Exhibit A, a copy of which is attached hereto and incorporated herein) effective January 1, 2006 through December 31, 2009.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AS FOLLOWS:

SECTION 1. Exhibit A to this Resolution is hereby adopted establishing wages, hours and working conditions for employees in the Police Safety employees' bargaining unit of the City of San Bernardino.

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1 RESOLUTION OF THE CITY OF SAN BERNARDINO IMPLEMENTING A
2 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN BERNARDINO
3 AND EMPLOYEES IN THE POLICE SAFETY EMPLOYEES' BARGAINING UNIT OF THE
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7 Common Council of the City of San Bernardino at a jt. regular meeting thereof, held on the
8 21st day of August, 2006 by the following to wit:

COUNCILMEMBERS:	AYES	NAYES	ABSTAIN	ABSENT
ESTRADA	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
BAXTER	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
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MC CAMMACK	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

17 Rachel G. Clark
18 Rachel G. Clark, City Clerk

19 The foregoing resolution is hereby approved this 22nd day of
20 August, 2006.

21 Patrick J. Morris
22 Patrick J. Morris, Mayor
23 City of San Bernardino

24 Approved as to form:

25 JAMES F. PENMAN,
City Attorney

By: James F. Penman

ARTICLE I - ADMINISTRATION

Section 1 - Definition of Terms

<u>Administration:</u>	Any elected or appointed official of the City and any employee of the City whose job classification is Management or Confidential employee.
<u>Appointing Authority:</u>	The Chief of the San Bernardino Police Department. In the Chief's absence, the Assistant Chief will be the appointing authority.
<u>Appropriate Unit:</u>	Those positions recognized as belonging to the unit covered by the terms of this MOU.
<u>Association:</u>	The San Bernardino Police Officers' Association (SBPOA).
<u>Chief:</u>	The Chief of Police of the City of San Bernardino.
<u>City:</u>	The City of San Bernardino.
<u>Continuous Service:</u>	Five-sixths (5/6) of the available compensable days within the 12-month period immediately preceding the date of the employee's return to service: 217 days for employees working 8-hour shifts and 173 days for employees working 10-hour shifts.
<u>Department:</u>	The San Bernardino Police Department.
<u>Division:</u>	Any one of the major Divisions of the Department.
<u>Employee:</u>	All Safety Personnel within the classifications in this appropriate unit.
<u>Employee Organization:</u>	The San Bernardino Police Officers' Association (SBPOA).
<u>Employer:</u>	Shall include the City of San Bernardino, and the City of San Bernardino Police Department.
<u>Gender:</u>	The masculine gender also includes the feminine.
<u>Mandatory and Permissive:</u>	"Shall" is mandatory, "may" is permissive.

Years of Employment: Shall include all full-time services for the City of San Bernardino unless otherwise stated.

Memorandum of Understanding (MOU): Shall mean the contractual obligation between the City and the employees of the Unit.

Singular and Plural: The singular also includes the plural.

Tense: The present tense shall also include the past and the future.

Working Day: Eight (8) hours, unless otherwise stated.

Section 2 - Management Rights

This Resolution shall not be deemed to limit or curtail the City in any way in the exercise of the rights, powers and authority which the City has prior to entering into this MOU, except to the extent that the provisions of the MOU specifically curtail or limit such rights, powers and authority. Furthermore, the City retains all rights, powers and authority under City Charter, Ordinances, Resolutions, State and Federal law, and expressly and exclusively to: determine the mission of its constituent departments, commissions and boards; set standards of selection for employment and promotion; direct its employees; establish and enforce dress and grooming standards; maintain the efficiency of governmental operations; determine the methods, means, numbers and kinds of personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City issued wearing apparel, equipment or technology to be used, provided that no such measures which threaten the safety of employees shall be adopted; determine and change the facilities, methods, technology, means, organizational structure, size and composition of the work force and allocate and assign work by which the City operations are to be conducted, provided however, that no such measures which threaten the safety of employees shall be adopted; determine and change the number of work locations, relocations and types of operations, processes and materials to be used in carrying out all City functions, including but not limited to, the right to contract for or subcontract any work or operations of the City; assign work to and schedule employees in accordance with requirements as determined by the City; and establish and change work schedules and assignments as set forth in the MOU; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, except such as are mandated by City Charter, or otherwise discipline employees in accordance with the applicable law; establish employee performance standards, including but not limited to, quality and quantity standards; carry out its mission in emergencies; and, exercise complete control and discretion over its organization and the technology of performing its work.

Section 3 - Mutual Aid

Nothing herein shall in any way be construed to limit the use of any public safety agency or any member in the fulfilling of mutual aid agreements with other jurisdictions or agencies, nor shall this article be construed in any way to limit any jurisdictional or interagency cooperation under any circumstances where such activity is indeed necessary or desirable by the jurisdictions or the agencies involved.

Section 4 - Agency Personnel Rules

It is understood and agreed that there exists within the City the "Civil Service Rules and Regulations for the Classified Service"; Resolution No. 10584, Establishing Uniform and Orderly methods of Communications Between the City and its Employees for the Purpose of Promoting Improved Employer-Employee Relations, as amended, and Resolution No. 10585, Adopting Rules and Regulations Relating to Employer Employee Relations, as amended. These documents will continue in effect, except for those provisions modified by the Common Council in accordance with state or federal laws, orders, regulations, official instructions or policies. In the case of proposed changes by other than agreement, the City shall consult with the Association or meet and confer when required by statute. In cases of emergency, the Association and City will meet as soon as possible after the changes.

Section 5 - Employees' Rights

Employees shall have all the rights, which may be exercised in accordance with state law, federal law, the Charter and applicable ordinances, resolutions, rules and regulations.

A. The right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

B. The right to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the City.

C. The right to be free from interference, intimidation, restraint, coercion, discrimination or reprisal by other employees, employee organizations, management or supervisors as a result of their exercise of rights indicated in (A) and (B) above.

ARTICLE II - EMPLOYER-EMPLOYEE RELATIONS

Section 1 - Recognition

Formal recognition of the Association is acknowledged for purposes of meeting and conferring on wages, hours, working conditions and other terms and conditions of employment and of general representation of its members. The Association has been recognized formally as the majority representative of the appropriate unit composed of Police Officers and other sworn, non-management positions in the San Bernardino Police Department, including but not limited to, the following classifications: Police Officer; Juvenile Officer; Corporal; Detective; Senior Identification Inspector; and, Sergeant. These positions are recognized regardless of assignment, receipt of incentive pay or acting in a higher position.

Section 2 - No Strike

It is the purpose of the MOU for the parties hereto, to confirm and maintain the spirit of cooperation, which has heretofore existed between the City of San Bernardino and the employee organization. It is recognized that any work disruptions are unproductive to City operations and services provided its citizens. The Association and City hereby agree that they shall at no time nor in any way jeopardize the public health, welfare and safety of the City's business and residential communities. Thus, the Association and the City will strive to promote a harmonious relationship between the parties of this MOU that will result in benefits to the City and will provide continuous and uninterrupted employee services. It is, therefore, further agreed that the Association shall not, on behalf of itself and its members, individually or collectively, engage in any curtailment or restriction of work, including but not limited to, "blue flu" or strikes, at any time during the term of this MOU.

Section 3 - Payroll Deductions

It is agreed that the Association membership dues, insurance and premiums for plans sponsored by the Association shall be deducted by the City from the pay warrant of each employee covered hereby who files with the City a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership dues and insurance premiums deducted from the pay warrants of employees covered hereby shall be made to the Association within 30 days after the conclusion of the month in which said membership dues and insurance premiums were deducted.

The City shall not be liable to the Association, employees or any other persons by reason of the requirements of this section for the remittance of any sum other than that constituting actual deductions made from employee wages earned. The Association shall hold the City harmless from 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 section.

Section 4 - Grievance Procedure

A. **Purpose:** The City of San Bernardino and the Association realize the importance of a viable grievance procedure to aid in the resolution of disputes among employees, supervisors and management. It is recognized that to maintain high employee morale and harmonious relations, an orderly method of processing grievances is necessary.

This procedure is intended to establish a systematic means to process a grievance and to obtain fair and proper answers and decisions regarding employee complaints. The representative of employees and management at all levels will make continuing efforts to secure prompt disposition of grievances. Every effort should be made to resolve grievances in the informal process.

The initiation of a grievance in good faith by an employee shall not cast any adverse reflection on his/her standing with his/her supervisors or his/her loyalty as a City employee, nor be a reflection on the employee's supervisor or the department involved, unless it is determined that such department or supervisor has grossly abused management discretion or the employee has grossly abused the grievance process.

B. **Definition:** A grievance is an alleged violation of the terms of this MOU or of the laws, ordinances, resolutions or regulations concerning or affecting wages, hours or other conditions of employment. The remedy selected by the employee shall be the exclusive remedy pursued, either through the grievance procedure or through appeals to the Civil Service Board. However, nothing herein shall be interpreted as relinquishment of the rights set forth in City of San Bernardino Charter Sections 253, 254, and 255.

Additionally, allegations of discrimination and harassment shall be submitted to the Equal Employment Officer.

C. **Representation:** The aggrieved employee shall have the right to be represented. This representation may commence at any step in the grievance procedure. Legal counsel and/or official representatives of the recognized employee organization only can represent the employee. No person hearing a grievance need recognize more than one representative for any employee at any one time, unless he/she so desires. If the employee's legal counsel is not from the formally recognized employee organization, a representative of that formally recognized organization may attend the grievance hearing to insure that the solution reached does not violate the terms of the MOU.

D. Consolidation of Grievances: In order to avoid the necessity of processing numerous similar grievances at one time, a single grievance may be filed.

E. Time Limits Time limitations are established to settle a grievance quickly. Time limits may be modified by agreements of the parties. If at any stage of the grievance procedures the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action, which submits the grievance to the next level of review. The grievant may proceed to the next step if a reviewing official does not respond within the time limits specified. A formal grievance may be entertained in or advanced to any step if the parties jointly so agree.

F. Steps in the Grievance Procedure: The procedures outlined herein constitute the informal and formal steps necessary to resolve an employee's grievance. An attempt to settle the grievance in the informal structure at the employee-supervisor level is required. The grievance must be submitted to the informal step within ten (10) working days of the incident causing the grievance, or the grievant's knowledge of the incident occurrence.

Note: If the employee chooses to appeal disciplinary action to the Civil Service Board, he/she shall be precluded from filing a grievance.

The date and the subject of the incident should be provided with the request for the informal meeting.

1. Informal: Initially, the grieving employee shall on a personal face-to-face basis discuss his/her complaint with his/her immediate supervisor informally. Within ten (10) working days, the supervisor shall give his/her decision to the employee orally.

2. Formal:

Step 1. Written Grievance to Supervisor: If a mutually acceptable solution has not been reached in the informal process, the employee shall submit the grievance in writing to his/her immediate supervisor. This must be accomplished within ten (10) working days of being informed of the supervisor's informal decision. Within ten (10) working days of receiving the written notification of the employee's grievance, the supervisor may meet with the employee and thoroughly discuss the grievance. The employee may appear personally and may be represented by a representative of his/her choice. In any event, the supervisor shall give a written decision to the employee within ten (10) working days after receipt of the written grievance.

Step 2. Meet with Division Head: If the grievance has not been satisfactorily resolved at this level, it may be appealed within ten (10) working days to the division head, who may follow the steps outlined in Step 1 above. In any event, the division head shall give a written decision to the employee within ten (10) working days after receipt of the grievance.

Step 3. Meet with Chief: If the grievance has not been satisfactorily resolved at this level, it may be appealed within ten (10) working days to the Chief, who may follow the steps outlined in Step 2 above. In any event, the Chief shall give a written decision to the employee within ten (10) working days after receipt of the grievance. If the grievance has not been satisfactorily resolved at this level, it may be appealed within ten (10) working days to the Director of Human Resources.

Step 4. Review by the Director of Human Resources: If the grievance is still not adjusted, the aggrieved party may file a written appeal with the Director of Human Resources within ten (10) working days from the date of delivery of said answer. The Director of Human Resources or his/her designee shall meet with the employee, and if the employee desires, the designated union representative within ten (10) working days after receipt of the appeal. The designated City representative shall deliver his/her answer in writing to the employee within ten (10) working days after the meeting.

Step 5. Final Step:

a. If the grievance is still not adjusted, the aggrieved party may file a written appeal with the City Manager or his/her designated representative within ten (10) working days from the date of delivery of said answer. State in writing the complaint and the desired result.

b. The City Manager or his/her designated representative shall deliver his/her answer in writing within ten (10) working days after receipt of the appeal.

c. The decision of the City Manager or his/her designated representative is final and binding on all parties, unless reversed by a court decision.

d. All grievances shall be treated as confidential and no publicity will be given the final resolution of the grievances.

Section 5 - Employee Representatives

When requested by an employee, a Job Representative (Job Rep) may investigate any alleged grievance in the department and assist in its presentation. The representative shall be allowed reasonable time therefor during working hours without loss of time or pay, upon notification and approval of his/her immediate supervisor, with the concurrence of the division or department head. The privilege of a Job Rep to leave work during work hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Such time shall be excluded in any computation of overtime. Job Reps will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. A Job Rep will not be granted time off or

compensation for the purpose of handling grievances outside this unit. The Association shall notify the City of the names of each Job Rep each January. The City shall recognize a ratio of one (1) Job Rep for every 50 permanent employees in the unit, but not less than five (5). Job Reps shall include: One (1) from Detective Bureau; three (3) from Patrol; one (1) from MET/Traffic; and, one (1) from Narcotics.

Section 6 - Investigation Rights

When an employee is under investigation and subjected to interrogation by his/her commanding officer or any other member of the department, which could lead to punitive action, such interrogation shall be conducted under the following conditions. For the purpose of this chapter, punitive action is defined as any action which may lead to dismissal, demotion, suspension, reduction in salary, written reprimand or transfer for purposes of punishment.

The Police Department will make a good faith effort to conclude within 90 calendar days any investigation that could lead to discipline of a unit member.

If the Civil Service Board determines that Disciplinary Evidentiary Appeals should be heard by a third party neutral, the City and the Association will support that procedure.

The Police Department will exclude disciplinary action, which is not final in preparing performance evaluations. However, the Police Department retains the right to consider such disciplinary action, once finalized, in subsequent performance evaluations, ratings for promotions and so forth.

If an employee on the graveyard shift wishes to appeal a disciplinary action to the Civil Service Board, the employee's shift may be rescheduled to the day shift on the date of the Civil Service Board meeting, provided that the shift change is for the disciplined employee only and the employee requests the shift change in advance through the chain of command.

The City hereby adopts and incorporates herein by reference all provisions of the Public Safety Officers' Procedural Bill of Rights (Government Code Section 3300, et. seq.).

Lawful Exercise of Rights; Insubordination; Administrative Appeal:

A. No employee shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment because of the lawful exercise of the rights granted herein or the exercise of any rights under any existing administrative grievance.

Nothing in this section shall preclude a head of an agency from ordering an employee to cooperate with other agencies involved in criminal investigations. If an

officer fails to comply with such an order, the agency may officially charge him with insubordination.

B. No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by any public agency without providing the employee with an opportunity for administrative appeal.

Section 7 - Non-Discrimination

The provisions of this agreement shall be applied equally by the City and the Police Association to all employees covered hereby without favor or discrimination because of race, sex, age, national origin, marital status, sexual orientation, political or religious opinions or affiliations or Association membership. Further, there shall be no discrimination against qualified individuals with disabilities as defined in the Americans With Disabilities Act of 1990 (ADA), when those individuals do not pose a risk to the health or safety of themselves or others.

Section 8 - Personnel Files

No member shall have any comment adverse to his/her interest entered in his/her personnel file as described in PC 832.8, or any other files used for any personnel purposes by the employer, without the member having first read and signed the instrument containing the adverse comment indicating he/she is aware of such comment, except that such entry may be made if after reading such instrument, the member refuses to sign it. Should a member refuse to sign, that fact shall be noted on the document and signed or initialed by such officer.

A member shall have 30 days within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall be attached to and accompany the adverse comment.

In all instances other than a written warning or commendation, the consultation reports will be purged from the supervisor's file in compliance with departmental Standard Operating Procedures. Citizen/internal complaints will be purged from the Internal Affairs files in compliance with the departmental Standard Operating Procedures.

Section 9 - Political Activities

Except as otherwise provided by law or whenever on duty or in uniform, no employee shall be prohibited from engaging in or be coerced or required to engage in political activity.

Section 10 - Use of City Resources

The Association may be granted permission to use department facilities for the purpose of meeting with employees to conduct its internal affairs provided space for such meetings can be made available without interfering with City needs. Permission to use facilities must be obtained by the Association from the Chief or a designated representative. The Association shall be held fully responsible for any damages to and the security of any facility that is used by the Association.

The department will furnish adequate bulletin board space where currently available. Only areas designated by the appointing authority may be used for posting of notices. Bulletin boards may be used for the following notices:

- A. Scheduled Association meetings, agenda and minutes;
- B. Information on Association elections and results;
- C. Information regarding Association special, recreational and related bulletins;
- D. Reports of official business of the Association, including reports of committees or the Board of Directors;
- E. MOU, pay scales, job announcements, promotion lists, etc.

Such other items as may be approved by the department management upon request of the department.

Posted notices shall not be obscene or defamatory, nor shall they advocate election or defeat of candidates for public office. All notices to be posted may be dated and signed by an authorized representative of the Association and should have prior written approval of the Chief or an authorized representative. Denial of approval shall not be arbitrary or capricious or discriminatory.

Section 11- Employer-Employee Relations Committee

Consistent with Section 5, the Association will designate five (5) representatives who will meet with representatives of Police administration on a mutually agreeable basis to discuss matters pertinent to the welfare of the City and the employees. The Association may have additional representatives present when appropriate for the discussion of scheduled matters. Normally, such meeting shall be during regular working hours.

ARTICLE III - COMPENSATION

Section 1 - Salaries

During the term of this MOU, the monthly salaries of local safety members of the San Bernardino Police Department shall be fixed annually, effective August 1, in accordance with the City Charter, Article X, Section 186.

Section 2 - PERS/Retirement Plan

- A. Effective July 1, 2002, the City will implement the 3% @ 55 formula.
- B. The City will continue to participate until December 30, 2008, in a tax-qualified defined benefit plan to provide supplemental retirement benefits based on the difference between CalPERS' 3% @ 55 Plan and 3% @ 50 Plan for employees with 20 or more years of full-time service with the City of San Bernardino.
- C. Effective December 31, 2008, the City will amend the PERS contract to implement the 3% @ 50 formula.
- D. The City will continue to contract with PERS to provide the "highest 12 month" retirement formula.
- E. The City will provide Post Survivors' Retirement benefit.
- F. **PERS Salary Conversion**: The City will increase the base salary of all employees covered by this agreement by converting the nine percent (9%) Employer Paid Member Contribution (EPMC) to base salary. This base salary is "compensation earnable" as defined in Section 20636 (c) of the California Government Code and shall be reported to the Public Employees' Retirement System (hereinafter "PERS"). Employees will then assume responsibility for payment of the nine percent (9%) employee retirement contribution to PERS and all associated costs for the conversion of the EPMC to base salary. The City shall designate such payment as an Employer Pick-Up as defined under the provisions of Section 414(h)(2) of the Internal Revenue Code (26 USC §414(h)(s)). The employee contribution to PERS shall be made through automatic payroll deductions from the base salary in accordance with PERS regulations. The City has adopted a resolution with an implementation date of January 1, 2000, for paying and reporting the value of the Employer Paid Member Contribution (EPMC) under the guidelines of Government Code Section 20636(c)(4) pursuant to Section 20691. The City will report the 9% Employee Contribution as Special Compensation under the current PERS laws.

For purposes of determining overtime compensation and other salary payments, including but not limited to, payoffs of sick leave, vacation accruals, holiday

accruals and comp time balances, the aforementioned nine percent (9%) base salary increase shall not be considered.

G. The City shall provide written notification to representatives of the union prior to the end of each fiscal year, which identifies the applicable rate for the next fiscal year.

Section 3 - Overtime

A. Policy: It is the policy of the City to discourage overtime, except when necessitated by abnormal or unanticipated workload situations. The City has the right to require overtime to be worked as necessary. Consistent with this policy, the Chief will make every effort to assign overtime evenly among the employees with similar skills or assignments.

B. Definition: Overtime is defined as all compensable hours in excess of the regularly scheduled workday or 40 hours per week. All overtime shall be reported in increments of 15 minutes and is non-accumulative and non-payable when incurred in units of less than 15 minutes.

C. Compensation: An employee who works overtime authorized by the department shall be compensated at time-and-a-half. Payment for overtime shall be made on the first regular payday following the pay period in which overtime is worked, unless overtime compensation cannot be computed until some later date, in which case, overtime will be paid on the next regular payday after such computation can be made. The employee may decide that he/she be paid for the overtime or accumulate such overtime at time-and-a-half. Overtime compensation for details or assignments outside the normal budgetary process or that are funded through grant funds shall be compensated in cash. Payment for unused accumulated overtime shall be made upon termination, retirement or paid to the survivor upon death of the employee. Such determination must be made at the time the employee submits the overtime slip. Accumulated overtime shall not exceed 480 hours. If an employee reaches 480 hours, he/she must accept pay for any overtime exceeding that maximum. The maximum accumulated overtime shall be increased to 480 hours. All compensatory time hours will be paid off or used before an officer is promoted to a management position. Requests for use of accumulated overtime made fourteen (14) days in advance of the time requested, will be granted unless a public safety issue or serious deployment issue arises.

D. Daylight Savings Time: Employees required to work during daylight savings time when their shift is extended by one (1) hour (clocks are turned back one (1) hour) will not be compensated for that hour.

Employees required to work when their shift is reduced by one (1) hour (clocks are turned forward one (1) hour) will not be deducted one (1) hour of compensation time.

If employees are required to work beyond their standard end of shift, employees will be compensated at their normal overtime rate.

Section 4 - Assignment to Higher Position

An employee of the department temporarily acting in a position in a higher rank during periods of absence of the incumbent or during a vacancy in the position for more than ten (10) consecutive days shall receive the same salary for the higher rank to which he/she would be entitled, were he/she promoted to that rank during the period in which the employee is acting in the higher rank. The Chief shall certify monthly as to the assignment and the period of time worked in the higher rank to validate entitlement to the higher salary.

This article does not apply to a situation in which there is no vacant higher-level position for which funds have been appropriated. Substantive addition of duties of a higher-level classification to an employee's budgeted position should be considered for a classification study.

Section 5 - On-Call/Call-Back/Standby

A. **On-Call/Call-Back:** An employee placed in an "on-call" status by Police management will receive four (4) hours pay for all or any portion of a 24-hour day. On-call status shall start at the end of the employee's scheduled workday and at 0800 hours for employees on a scheduled day off.

Four (4) personnel will be placed in an on-call status for the purpose of homicide investigations. These personnel, consisting of three (3) investigators and one (1) supervisor, will be compensated with one (1) hour of overtime, equal to time-and-a-half of their current rate of pay. Periods of time for on-call will be established by the department to coincide with the needs of the investigations division.

For all unit members (other than homicide investigation personnel noted above), compensation for those called back after the end of their scheduled workday will be a one (1) hour minimum at time-and-a-half, as applicable.

Whether or not the time an employee is on-call need be counted as compensable working time depends upon the employee's freedom while on-call, as defined by the Fair Labor Standards Act (FLSA).

B. Standby: In the event an employee is placed on standby for a court subpoena, the employee will receive three (3) hours' standby pay. If the employee is called to court and does not go beyond 1200 hours in that day, it will be considered part of the three (3) hours' standby. If the employee has to appear after the noon recess, any additional time will be added to the three (3) hours' standby. In cases where the subpoena is for 1330 hours or another time, the standby will start with the time stated on the subpoena. In those cases where the subpoena is for 1330 or later, the employee's time will be computed at the amount of time between the time of the subpoena and 1700. Employees will receive a half-hour (1/2) travel time for going to court.

If an employee works graveyard shift and has an 8:00 a.m. court appearance; the employee will receive overtime pay for a minimum of one (1) hour. For all hours worked in excess of the one (1) hour, employees will receive overtime pay for actual time worked.

In the event the employee is required to pay parking fees, the employee will be reimbursed. If employees are required to stay through noon recess, they will be paid for the actual time worked.

Section 6 - Educational Incentive

All police officers shall be entitled to receive in addition to their regular salary and as may be appropriate, one of the levels of incentive payment as outlined below:

A. Two hundred dollars (\$200) additional compensation per month shall be paid each police officer who has obtained a Peace Officer Standards Training (POST) Intermediate Certificate; or,

B. Two hundred fifty dollars (\$250) additional compensation per month shall be paid each police officer who has obtained a POST Advanced Certificate; or,

C. Two hundred seventy-five dollars (\$275) additional compensation per month shall be paid to each police officer who has obtained a POST Supervisory Certificate.

Section 7 - Court Fines

The City shall pay for court fines imposed upon each member as a result of his/her conviction of a traffic violation when such employee was directed to operate any faulty vehicle or vehicular equipment, which was the proximate cause of the mechanical or other traffic violation, provided that such violation did not result from improper or negligent operation of the vehicle on the part of the member.

Section 8 - Bilingual Pay

Each full-time employee who meets the City's certification and eligibility requirements shall be compensated at the rate of \$50/month. The City shall reserve the right to determine languages for which testing will be conducted.

Section 9 – Lead Supervisor

Employees performing in this position shall do so at the discretion of the Chief of Police. The employee must currently hold the rank of P-3 to be considered for the position. Compensation shall be \$500 per month above that of the "E" Step Sergeant (P-3), as published annually by the City Human Resources Department.

The City shall make the appropriate adjustments to the employee's reportable PERS compensation and mandated contributions. Contributions shall be made according to language outlined in Article III, Compensation, Section 2, PERS/Retirement Plan, of this MOU.

Section 10 – Recruitment Incentives

The City will provide the following recruitment incentives to attract qualified candidates, enabling the department to compete in the labor market for Police Officers.

A. Signing Bonus:

A new recruit and lateral Police Officer are eligible to receive two signing bonuses based upon the schedule below. If the qualifying employee should stay less than three (3) years, the bonus amounts must be refunded to the City.

	<u>1st Signing Bonus</u>	<u>2nd Signing Bonus Upon Completion of Probation</u>
New Recruit	\$1250 upon completion Of Phase I of training	\$1250
Lateral Police Officer	\$2000 upon appointment	\$3000

B. Sick Leave and Compensatory Balances:

Following six (6) months of continuous full-time employment, new recruits and lateral employees will be provided sick leave and compensatory time balances as described below. Employees' use of sick leave for a personal emergency prior to six (6) months employment shall be at the discretion of the Chief of Police.

	<u>Sick Leave Balance after 6 months</u>	<u>Compensatory Time Balance after 6 months</u>
New Recruit	48 hours	20 hours
Lateral Police Officer	100 hours	40 hours

ARTICLE IV - FRINGE BENEFITS

Section 1 - Health/Life Insurance - Active Employees

A. The City shall contribute monies toward health premiums for the Employee Plus One dependent at the rate equivalent to the total of the Kaiser South premium and the Delta Dental High Option plan premium or its equivalent, plus an additional \$100/month.

The City shall contribute monies toward health premiums for employees with Employee Only coverage at the rate equivalent to the total of the Kaiser South premium and the Delta Dental High Option plan premium or its equivalent, plus an additional \$100/month.

Any contribution not utilized by the employee shall revert to the City.

B. Insurance benefits available for purchase by employees include: medical, dental, vision, life and accidental death and dismemberment insurance.

C. An employee must purchase insurance offered through the City in order to utilize the contributions described in Section A above.

D. Employees may use any of the amounts described in Section A to purchase any/all of the insurance benefits described in Section B.

E. Cafeteria monies may be redesigned or a change of plans may be made in accordance with the rules established by the insurance plan selected by the employee.

F. Effective January 1, 2007, the City shall provide each employee with \$25,000 term life insurance and \$25,000 Accidental Disability and Dismemberment (AD&D).

G. The City shall pay funeral expenses of up to \$10,000 for a police officer killed in the line of duty.

H. Enrollment in City insurance plans is subject to the regulations availability established by each plan's provider.

I. An employee who does not want to enroll in any health care plan offered by the City must provide evidence of group health care insurance coverage, and execute an opt-out agreement releasing the City from any responsibility or liability to provide health care insurance coverage on an annual basis.

Section 2 – Post Retirement Medical Benefits

A. Regular, full-time Police Safety Unit employees who are enrolled as a subscriber in a City of San Bernardino sponsored health plan at the time of retirement from City of San Bernardino service, shall be eligible to participate in any City of San Bernardino sponsored qualified health plan as a retiree providing he/she maintains continuous membership in good standing. Qualifying retirees will receive a monthly City contribution equal to the current PERS adopted schedule amount per retired employee to be used exclusively for the purchase of medical insurance in any City of San Bernardino sponsored health plan.

B. Any employee who retires on or after July 1, 2007 from the City of San Bernardino and who meets the requirements set forth in Article IV, Section 2 (A) for participation in a City of San Bernardino sponsored qualified health plan as a retiree, shall receive from the City of San Bernardino certain employer contributions to such qualified health plan as set forth in Article IV, Section 2(C) if, upon retirement, the employee meets all the following conditions:

1. The employee must have completed at least twenty (20) years of full-time service as a City of San Bernardino sworn Police Officer on the date of retirement, and
2. The employee must have been awarded a retirement from the Public Employees' Retirement System (PERS) as the reason for separation from City of San Bernardino service, and
3. PERS retirement benefits must commence no later than the first day of the month following the date of separation from City of San Bernardino service.

C. If all conditions set forth in Article IV, Section 2 (B) are met by the retiring employee, such employee shall receive employer contributions to a City of San Bernardino sponsored qualified health plan based upon his/her years of service with the City of San Bernardino as follows:

<u>City of San Bernardino Years of Service as a Sworn Police Officer</u>	<u>Monthly Contribution</u>
20	\$200
25	\$350
30	\$450

The above-referenced contribution amounts shall be paid directly to a City of San Bernardino sponsored qualified health plan for the benefit of the retired employee, with any and all amounts not utilized for the purchase of such health plan reverting back to the City of San Bernardino.

Section 3 - Rain Gear/ Utility Uniforms/Uniform Allowance

A. Rain Gear: The City shall continue its current method to provide appropriate duty rain gear for personnel.

B. Utility Uniforms: Each employee of the bargaining unit shall be furnished one utility uniform. Said uniform shall be maintained in assigned lockers or in the vehicle available for use at all times.

C. Uniform Allowance: Once each fiscal year, each employee in the bargaining unit shall receive an annual uniform allowance of \$600 to be paid in a lump sum amount during the first pay period of March.

Effective March 15, 2006, each employee in the bargaining unit shall receive an annual uniform allowance of \$800 to be paid in a lump sum. Employees who already received the \$600 uniform allowance on March 15, 2006, will receive the additional balance of \$200 to be paid on or before September 15, 2006.

Effective March 15, 2007, each employee in the bargaining unit shall receive an annual uniform allowance of \$875 to be paid in a lump sum.

Effective March 15, 2008, each employee in the bargaining unit shall receive an annual uniform allowance of \$950 to be paid in a lump sum.

New employees must wait until the first pay period of March to receive their annual uniform allowance.

Section 4 - Books and Tuition Allowance

The City will continue under its formalized procedures to pay tuition costs for members who complete prior-approved, job related courses of instruction, which will increase their value to the City. Grades must be consistent with the City's policy.

Courses must be taken at an accredited school. The amount of reimbursement shall be equivalent of tuition costs for up to six (6) units per quarter as charged by the California State University, San Bernardino, or up to one-and-a-half (1-1/2) times that amount, if based on a semester system. The Director of Human Resources will recommend approval or disapproval, based on the availability of budgeted funds for tuition assistance. Reimbursement for books required for the approved course or courses may be authorized by the Chief at the time reimbursement for tuition is requested. See Exhibit 1 - Department of Director Letter (DDL) No. 48, Educational Reimbursement Processing.

Section 5 - Deferred Compensation

The City shall continue to sponsor a Deferred Compensation Plan, which shall be available to employees on a voluntary basis. Unspent "cafeteria" contributions may not be diverted into a deferred compensation or like plan.

Section 6 - Safety Equipment

A. New employees who are required to have safety equipment will be furnished same on a one-time basis, including safety equipment hardware, leather and safety vests.

B. The City shall furnish regularly-assigned motorcycle officers the following items as initial issue: (1) safety helmet; (1) pair of boots; (2) pair of riding breeches, which are declared to be necessary for the safety of the officer as specified under Labor Code Section 6401 and Government Code Section 5008.1.

C. Replacements will be issued upon return of worn-out items. It shall be the duty of each employee to use normal diligence in their use and any willful damage or loss shall obligate the employee to replace the item at his/her expense. Upon reassignment or separation from the department, these items shall be returned to the City.

The City Director of Finance shall have direct control over the purchase, issue and replacement of the above-described items. The Chief shall certify in writing to the Director of Finance as to an individual's entitlement.

Section 7 - Replacing/Repairing Personal Property

The City shall continue to provide for the cost of replacing or repairing personal property of an employee, which is lost or damaged in the performance of duty as provided in Department Director Letter (DDL) No. 33, Reimbursement or Repair of Lost

or Damaged Items of Personal Property of City Employees, dated April 17, 1989, and revised August 29, 2003.

Section 8 - Service Pins

Employees of the City of San Bernardino shall be awarded service pins upon completion of each of the following period of years of continuous loyal service:

- 5 years
- 10 years
- 15 years
- 20 years
- 25 years and over

Years of service shall be deemed to include all continuous loyal employment for the City of San Bernardino.

Award of service pins for the above-designated service shall be made as soon as may be practicable after the employee has completed the required period of employment.

Service pins shall be of such design as approved by the Mayor and Common Council of the City of San Bernardino and shall show the number of years of service for which the award is made and the City seal of the City of San Bernardino.

ARTICLE V - LEAVES

Section 1 - Vacations

A. All employees within the bargaining unit covered by this MOU shall be entitled to annual paid vacations as follows:

<u>Completed Years of Continuous Service*</u>	<u>Rate of Accrual Per Pay Period</u>	<u>Equivalent Hours Per Year</u>
1 year**	3.33 hours	80 hours
5 years	5.0 hours	120 hours
15 years	6.667 hours	160 hours
20 years	8.33 hours	200 hours

*Service year begins on initial date of employment in a full-time regular status.

**No vacation granted or accrued, if service is less than one year.

B. When an employee resigns or otherwise leaves the service of the City and has not used his earned vacation since his last anniversary date, payment shall be made to the employee for the earned portion of his vacation.

Calculation of payment earned vacation or deduction for unearned vacation upon termination shall be made in accordance with the wage rate in effect on the final day of employment.

C. When an employee returns to work after a break in "continuous service," and when such break in continuous service shall have been by leave of absence with approval of the Mayor and Common Council, vacation time shall not accrue during such break in continuous service but shall accrue monthly from the date of return to service from such approved leave of absence, based upon the total length of service of the employee.

D. Whenever the terms "years or years of employment" appear herein, it shall be deemed to include all services for the City of San Bernardino.

E. If an employee leaves the City service prior to the completion of the year in which he/she used such leave, a deduction will be made from such employee's final paycheck for the unearned portion of such vacation. Employees shall not be allowed to use unearned vacation time.

F. Vacation credits may accrue and accumulate for a maximum of two (2) years' total accumulated vacation credits on a carryover basis from year to year. Vacations or portions thereof from any one year so accrued may run consecutively with vacations or portions thereof of the next succeeding year, subject to approval of the Chief.

G. Compensation for vacation other than for earned vacation at the time of termination of employment shall be limited to the amount normally earned during regularly assigned working time.

H. Once per year, members of the bargaining unit will be granted the option of selling up to one-quarter (1/4) of their vacation and holidays to the City. The Chief will approve or disapprove a member's request for sellback. An eligible employee shall notify the City by August 1 of his/her request for sellback for the prior fiscal year ending June 30. The City shall compensate eligible employees on the first payday in September.

I. In the event that an employee is compensated for less than 50 percent of the total number of work hours in the pay period, he/she shall not accrue vacation hours for that period.

J. Approved vacation, sick leave, holiday or compensatory time off shall be considered as time worked for the purpose of Article V, Section 1 (I).

Section 2- Holidays

A. Employees shall be entitled to 10 City-designated holidays, the equivalent of 100 holiday hours each year, as listed below:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day (November 11)
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Additionally, employees shall be entitled to one ten (10) hour floating holiday effective January 1 of each year. Only unit employees who have satisfactorily served in the employ of the City continuously for at least six (6) months in a full-time position shall be eligible to take floating holidays. Employees shall not be allowed to use unearned holiday time.

B. The Chief shall consider any request of any employee as to preference for taking floating holidays, provided however, the final right to allot the day to be observed is exclusively reserved to the Chief.

C. All full-time employees with the exception of those employees shown in the following paragraphs shall be allowed the above holidays at full pay when such holidays occur within the regular assigned working period, provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday. If it becomes necessary for employees to work on any of the City-designated holidays, ten (10) hours shall be placed in their holiday account.

D. Upon separation from the City, employees shall be paid for 80% of his/her current holiday account balance.

E. Holidays as listed above shall be allowed on Monday, if any such holiday falls on Sunday, and shall be allowed on the preceding Friday, if any such holiday falls on Saturday, for all employees except those covered by other provisions herein. If the Christmas and New Year holidays occur on Mondays, these holidays and the holiday eves will be observed on Mondays and Tuesdays.

F. Employees may accrue a maximum of 120 hours in their holiday bank.

Section 3 - Sick Leave

A. Sick leave means absence from duty of an officer or employee because of illness or injury, exposure to contagious disease, attendance upon a member of his immediate family who is seriously ill or requires the care or attendance of an officer or employee, or death in the immediate family of the officer or employee. Immediate family means: husband; wife; grandmother; grandfather; mother; father; sister; brother; son; daughter; mother-in-law; father-in-law; sister-in-law; brother-in-law; daughter-in-law; or son-in-law.

B. Not more than one-half (1/2) of an employee's annual sick leave accrual within any calendar year may be granted to an officer or employee for the care of or attendance upon members of his immediate family. Not more than 40 hours of sick leave may be granted to an officer or employee for each absence due to death of a member of his immediate family as defined above.

C. No absence due to illness or injury in excess of 40 hours shall be approved except after the presentation of satisfactory evidence of illness or injury; and, a certificate from a practicing physician or an authorized practicing chiropractor approved by the Mayor and Common Council may be required by the Chief and shall be subject to his approval concerning said absence. The Mayor and Common Council shall have the power to require that any person claiming the sick leave benefits of this MOU be examined at any reasonable time or intervals by the County Health Officer or other designated physician, and in the event of an adverse report, to reject such claim for sick leave in whole or in part, and to terminate sick leave compensation. In the event of the refusal of any person to submit to such examination after notification, the Mayor and Common Council may terminate sick leave compensation and reject any claim therefor. The Mayor and Common Council shall have the right to require the presentation of a certificate from a practicing physician or the County Health Officer stating that an officer or employee is physically able to perform his work and duties satisfactorily before permitting an officer or employee who has been on sick leave to return to work.

D. In order to receive compensation while absent on sick leave, the employee shall notify his immediate superior or the station commander prior to the time set for beginning his daily duties, or as may be specified by the Chief. When the absence is for more than one work day, the employee may be required to file a physician's certificate or a personal affidavit with the Director of Human Resources stating the cause of the absence.

E. Sick leave with pay shall be granted to all regular employees. Sick leave shall not be considered as a right, which an employee may use at his discretion, but shall be allowed only in case of necessity and actual personal sickness or disability, except as otherwise provided herein.

F. Whenever an employee is compensated hereunder for sick leave and has

not had a vacation at the end of the current calendar year, he shall be allowed to take his vacation in the calendar year he returns to duty.

G. Whenever the term "service of City" appears herein, it shall be deemed to include all service of the City of San Bernardino.

H. All full-time officers and employees of the City who are actively on duty, have been in the service of said City for six (6) months or more continuously, and who are compelled to be absent from their work on account of illness or injury other than that which is compensable under Article V, Section 5, Injury Leave, of this MOU, shall receive their full salary, wages or compensation for a period of one (1) day for each month of continuous service, provided that such salary, wages or compensation shall cease upon the exhaustion of all accumulated sick leave.

I. Sick leave may be accumulated without limit, except for employees hired following the adoption of the January 1, 2003 – December 31, 2005 MOU, who shall have a sick leave accumulation limit of 1,000 hours. Time off with pay for sick leave shall be considered as time worked for purposes of the accrual of sick leave only. Sick leave shall not accumulate during periods of leave of absence without pay. Employees will not be allowed to use unearned sick leave.

J. The 48 hours of sick leave granted after six (6) calendar months of continuous service as herein provided for all full-time employees shall be computed at the rate of approximately 4.0 hours per pay period. In the event that an employee works less than 50 percent of the total normal work hours in the pay period, he shall receive no sick leave benefit for such pay period and shall not be credited with the 4.0 hours of sick leave.

K. Approved vacation, sick leave, holiday or compensatory time off shall be considered as time worked for the purpose of computing sick leave benefits only.

L. In the event that an employee is compensated for less than 50 percent of the total number of work hours in the pay period, he/she shall not accrue vacation hours for that period.

Section 4 - Payment for Unused Sick Leave

A. All permanent employees or the estate of any such deceased employee who dies during employment shall be entitled to receive payment for unused sick leave, subject to the restrictions and conditions as set forth below.

B. Employees or the estate of any such deceased employee who dies during employment, after the completion of five (5) years of continuous full-time employment with the City, upon retirement, death or termination of employment, except through dismissal or resignation with prejudice, shall receive compensation of 50 percent of

accumulated, unused sick leave, provided that in no event shall such compensation exceed 480 hours of such leave. After 20 years of continuous service with the City of San Bernardino, compensation will be 50 percent (50%) of all accumulated, unused sick leave.

C. For the purpose of this section, the "retirement" shall have the meaning ascribed to it and the definition therefore as set forth in Section 20035 of the Government Code.

D. Each fiscal year an employee may elect to receive payment in lieu of accrued sick leave, provided such employee has used 32 hours or less of sick leave during the fiscal year ending June 30.

1. An eligible employee shall notify the City by August 1 of his/her desire to receive such payment. The City shall compensate eligible employees on the first payday in September.

2. An employee receiving such pay shall receive at the then current salary rate pay for one-fourth (1/4) of the number of hours of sick leave accrued, less those hours used for the fiscal year period. The employee's accrued sick leave shall be reduced by the number of sick leave hours for which pay is provided.

Section 5 – Accumulated Leave Conversion Plan

Within six (6) months of adoption of the January 1, 2003 – December 31, 2005 MOU, the City will provide an Accumulated Leave Conversion Plan which will require employees upon retirement to contribute unused sick leave, vacation, holiday, and compensatory time to an Internal Revenue Code Section 401(a) Defined Benefit Plan. All fees associated with such plan will be paid by plan participants.

Section 6 - Injury Leave

Employees will have a choice of doctor on work-related injury, in accordance with existing State Labor Code.

The parties understand that Association may submit the issue of the applicability of California Government Code Section 45010 as it pertains to City Resolution No. 6433, Section 6, for determination by way of an action for declaratory judgment to be filed in the San Bernardino County Superior Court. The City does not waive its defense that this issue has been decided in favor of the City by a binding decision of the Court of Appeal, nor does the City hereunder agree to pay any costs or expenses of the litigation.

When injury is sustained in the course and scope of employment with the City, said employee shall be compensated under the provisions of the Workers' Compensation Insurance and Safety Act of California and not under the provisions of the MOU; provided that he/she shall be reimbursed pursuant to the provisions of California Labor Code Section 4850 during the first 365 days of disability, provided further that these payments may be terminated pursuant to the provisions of California Government Code Section 21023.6.

Employees who are receiving payments under Labor Code Section 4850 shall accrue vacation, sick leave and holiday credits during such absence from duty. When employees are off duty on injury leave and have not had a vacation at the end of the current year, they shall be allowed to take this vacation in the calendar year they return to duty.

Section 7 - Leave of Absence Without Pay

A. Leave of absence without pay is a temporary non-pay status and absence from duty granted at the request of the employee. The Mayor and Common Council may grant leave of absence without pay for a period not to exceed six (6) months, upon the positive recommendation of the Chief and the City Manager. Under justifiable conditions, said leave may be extended by the Mayor and Common Council for additional periods. A leave of absence without pay will be considered favorably if it is to be expected that the employee will return to duty and that at least one of the following benefits will result: increased job ability, protection or improvement of the employee's health, retention of a desirable employee or furtherance of a program in the interest of the City. Examples or conditions for which a leave of absence without pay may be granted are:

1. For an employee who is a disabled veteran requiring medical treatment.
2. For an employee who is temporarily mentally or physically unable to perform his duties.
3. For an employee who files for or assumes elected office.
4. For maternity or paternity leave, upon the recommendation of the attending physician.
5. For military leave when the employee has less than one (1) year of service to qualify for leave with pay.

An approved leave of absence without pay for less than 60 days in any calendar year will not be considered a break in service. Leave in excess of 60 days shall result in the advancement of the employee's anniversary date and compensation

advancement date to such date as will account for the total period of uncompensated time off. Failure to return to duty at the expiration of the approved leave of absence without pay shall constitute an automatic resignation.

B. The City's contribution towards an employee's health and life insurance premiums will not be extended beyond the last day of the month in which the absence without pay begins if the leave of absence without pay becomes effective during the first 15 days of the month, nor beyond the last day of the next succeeding month if the leave of absence without pay becomes effective after the 15th day of the month, unless the employee is returned to work from leave of absence without pay status prior to the date the City's contribution would be discontinued. In the event the employee desires to maintain full health and life insurance coverage while on leave of absence without pay status, he may arrange to pay the insurance premiums for the coverage desired (both the employee and the employer portions). It is the responsibility of the employee to contact the payroll section in this regard. The payment of the amount of the premiums must be made to the payroll section prior to the date on which the City's participation will terminate. Payments must be made monthly thereafter until the employee either returns to work or his employment with the City is terminated.

C. Upon an employee's return to work, the City's contribution towards the employee's health and life insurance premiums will begin on the first day of the month following the end of the leave of absence without pay if that leave of absence without pay terminates between the 1st and 15th days of the month, or on the 1st day of the next succeeding month if the leave of absence without pay terminates after the 15th day of the month.

D. Notwithstanding any other provision of this section to the contrary, the City will continue its contribution for health and life insurance premiums of an employee on leave of absence due to any injury or illness arising out of and in the course of his or her employment with the City.

E. In circumstances in which either the Federal Family Leave Act or the State Medical and Family Leave Act apply, the City shall adhere to the requirements of the Acts.

Section 8 - Military Leave

A. An employee who shall enter the Armed Forces of the United States during war or national emergency as declared by the President or the Congress of the United States shall be entitled to leave of absence without pay during such service and for a period of 90 days thereafter. Every such employee and/or officer returning to the City within the time herein specified, and who has been honorably discharged from such service shall be reinstated without loss of status or seniority, provided they are not physically or mentally incapacitated from performing the duties of said office or position.

B. Compensation of employees on temporary military leave of absence is found in Military & Veterans Code Section 395.01, which currently provides in part as follows:

"Any public employee who is on temporary military leave of absence and who has been in the service of the public agency from which the leave is taken for a period of not less than one year immediately prior to the day on which the absence begins shall be entitled to receive his salary or compensation as such public employee for the first 30 calendar days of any such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year. For the purposes of this section in determining the one year of public agency service, all service of said public employee in the recognized military service shall be counted as public agency service."

C. All persons appointed to fill such position during war or such national emergency shall be temporary appointees only.

D. In the event of circumstances, which require reserve "call-up," the City will meet and confer with the POA over the impact of the call-up on unit members.

ARTICLE VI - WORKING CONDITIONS

Section 1 - Work Schedules

The standard workday represents the tour of duty for which an employee is regularly scheduled for work during a 24-hour period commencing from the start of the employee's assigned shift. A regularly scheduled tour of duty, which commences before midnight and ends the following day, shall be reported for payroll purposes as time worked for the day in which the tour of duty began.

Work schedules shall be as defined herein, except as otherwise provided for:

A. **5/40 Work Schedule:** The 5/40 work schedule shall consist of a 40-hour workweek consisting of five (5), eight- (8) hour workdays, exclusive of any meal periods assigned by management.

B. **9/80 Work Schedule:** The 9/80 work schedule shall consist of 80 work hours in a two (2) week period, consisting of eight (8), nine- (9) hour work days and one (1), eight (8) hour work day, exclusive of any meal periods assigned by management.

C. **4/10 Work Schedule:** The 4/10 work schedule shall consist of a 40-hour workweek consisting of four (4), ten- (10) hour workdays, exclusive of any meal periods assigned by management.

Since the four-day, ten-hours-per-day plan (4/10) has been a successful method of operation in the Patrol Division, it shall continue with exceptions of special details within that Division.

D. Work Schedule Adjustment: It is recognized that during the term of this agreement, it may be necessary for management to make changes in the work schedule to meet the needs of the service, based on the results of a management audit and/or other circumstances that may arise. Any shift schedule changes are subject to the meet and confer process. Except for emergencies or in case of special needs where management finds it necessary to make such changes, it shall notify the Association indicating the proposed change prior to its implementation. Where such change would significantly affect the working conditions of a significantly large number of employees in the unit and where the Association requests to meet with management, the parties shall expeditiously undertake to consult, as provided by Section 350 et. Seq., of the California Government Code regarding the impact the change would have on the employees of the unit.

In cases of special needs where it would be advantageous to make temporary changes to the regularly assigned shift of some personnel, the Department will make a good faith attempt to give one (1) week advance notice to the affected employee(s). The Department will not make special needs changes that result in the disruption of consecutive work days. It is recognized that it may be necessary for management to make unscheduled temporary changes to regularly assigned shifts based on emergencies or matters of public safety.

E. Lunch Hours: Only officers in Patrol will be allowed to take paid meal breaks.

Section 2 - Shift Change

Subject to authorization of the Chief, Assistant Chief, Captain, Area Commander or Station Commander, employees in the unit should be allowed to exchange time with other employees of equal rank on the following basis:

A. Time exchanged shall be with equal rank and be agreeable with both parties and shall be requested in a memo signed by both employees.

B. The time exchange requested shall be initiated with the immediate supervisor of the employee requesting the exchange.

C. Time exchanged may be by one standard workday or by a half (1/2) standard workday.

D. Time exchanged shall be repaid by one standard workday or by a half (1/2) standard workday, within a seven- (7) day period.

E. Since this is done for the convenience of the employee, in no case shall a shift exchange or repayment of a shift exchange be considered in computation of overtime.

Section 3 - Probationary Period

The probationary period for positions in this unit shall be 12 months from the date of hire.

Section 4 - Seniority

Seniority is herein defined to be an employee's length of service with no break in service within the Police Department and/or classification in which the employee is presently assigned. The department may consider seniority in vacation scheduling, shift assignments and transfers within classification.

Section 5 - Reemployment

An employee who has terminated City employment and who is subsequently rehired in the same classification in a regular position within a 90-day period may receive restoration of salary step. Seniority shall begin anew as of the rehire date. All other authorized benefits shall accrue as of the date of rehire.

Section 6 - Physical Examinations

The City shall pay medical fees for the physical examination of any police officer when such examination is required and directed by the City.

ARTICLE VII - GENERAL PROVISIONS

Section 1- Waiver Clause

The City and the Association for the life of the MOU each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU.

Section 2 - Severability

If any provision of this MOU is held by the proper legislative or judicial authority to be unlawful, unenforceable, unconstitutional or not in accordance with applicable statutes or not applicable to Charter cities, all other provisions of the MOU shall remain in full force and effect for the duration of this MOU. If there is any conflict between the provisions of this MOU and the provisions of federal, state or local government regulations, the provisions of the federal, state or local government regulations shall be controlling. Upon the issuance of a decision declaring any article, section or portion of this MOU to be unlawful, unenforceable, unconstitutional or not applicable to Charter cities, the parties agree to meet and confer immediately concerning only those articles, sections and portions.

Section 3 - Printing of Memorandum of Understanding

The City and the Association will share the cost of printing of the MOU.

Section 4 - Term of Memorandum of Understanding

This MOU will be in effect for the four (4) year period commencing January 1, 2006 and ending December 31, 2009.

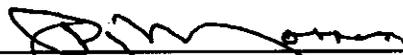
Section 5 - Notice of Intent to Reopen

The parties agree that if either party desires to propose changes in the terms or conditions of this MOU for the period following expiration of this MOU, notice shall be given to the other not later than the last working day of July 2009, that such discussions are desired. Such notice shall request a meeting to begin negotiations and establish ground rules which shall include at a minimum the date beyond which no further proposals may be submitted by either party.

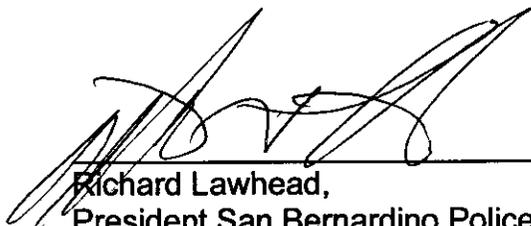
Section 6 - Prevailing Benefits

All benefits, privileges and working conditions authorized for the employees at the present time, which are not included in this MOU shall remain in full force during the term of this MOU, unless changed by mutual consent.

**POLICE SAFETY EMPLOYEES'
MEMORANDUM OF UNDERSTANDING
2006-2009**



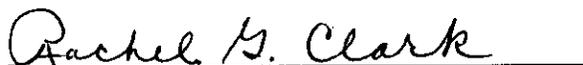
Patrick J. Morris, Mayor
City of San Bernardino



Richard Lawhead,
President San Bernardino Police
Officers' Association

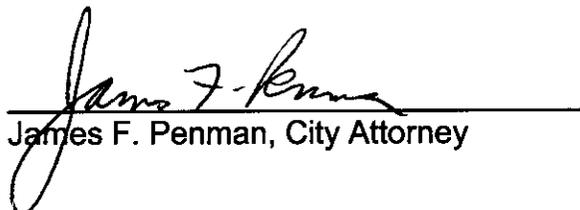


ATTEST:



Rachel Clark, City Clerk

Approved as to form:



James F. Penman, City Attorney

HR/MOU's:Police.MOU.06-09 Final

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CITY OF SAN BERNARDINIO
DEPARTMENT DIRECTOR LETTER

(Revised)
Number 48
April 12, 2004

SUBJECT: Education Reimbursement Processing

I. Purpose:

The purpose of the Department Director Letter is to describe guidelines for Educational Reimbursement processing.

II. Authority:

Memorandums of Understanding (MOU) for various bargaining units.

III. Responsibility:

The Human Resources department is responsible for administering the Educational Reimbursement Program.

III. Procedures:

The City will reimburse qualified city employees who successfully complete job-related course (s) of instruction, which will increase their value to the City.

Approval of the Department Head and the Director of Human Resources is required prior to the start date of the course if reimbursement is expected.

Payment amounts will be based on the applicable approved MOU. In general, the amount of reimbursement shall be based on the California State University, San Bernardino rates.

- A. Applicant will complete step 1 and step 2 on the Educational Reimbursement form and submit the form to their Department Head for approval.
- B. If the form is approved as job-related, the Department Head will forward the form to the Director of Human Resources.
- C. Upon approval by the Director of Human Resources, the form will be signed and returned to the employee/student. It is the responsibility of the employee to maintain the form while attending the course (s).

- D. Upon successful completion of the course (s), the employee/student will return the approved Education Reimbursement form with attached school tuition receipts, book (s) receipts, proof of grade (s), and certificate (s) of completion of the course (s) to the Human Resources Department with 90 days of completing the course (s).

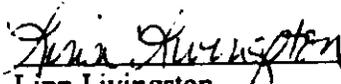
ALL APPROVED REIMBURSEMENT FORMS MUST BE RETURNED TO THE HUMAN RESOURCES DEPARTMENT EVEN IF THE EMPLOYEE/STUDENT DOES NOT COMPLETE THE COURSE.

- E. The Human Resources Staff will calculate the amount of reimbursement based on the submitted receipts and in compliance with approved MOU's.
- F. The Director of Human Resources will sign and forward the completed forms to the Finance Department for payment processing.

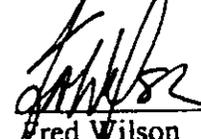
References:

Applicable MOU's

RECOMMENDED BY:


Linn Livingston
Director of Human Resources

APPROVED BY:


Fred Wilson
City Administrator

PD: Educational Reimbursement

Resolution No 2002-388

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RESOLUTION OF THE CITY OF SAN BERNARDINO APPROVING A SIDE LETTER TO RESOLUTION 99-155, RESOLUTION IMPLEMENTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN BERNARDINO AND EMPLOYEES IN THE POLICE SAFETY UNIT REPRESENTED BY THE SAN BERNARDINO POLICE OFFICERS' ASSOCIATION, AND SUPERCEDING RESOLUTION 2001-364.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO AS FOLLOWS:

SECTION 1: The Mayor and Director of Human Resources are hereby authorized and directed to execute on behalf of said City a Side Letter to Resolution No. 99-155, amending Article V, Leaves, Section 7, Military Leave, a copy of which amendments are attached hereto and incorporated herein marked Exhibit A.

SECTION 2. The side letter authorized by Resolution 2001-364 is hereby superceded.

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1 RESOLUTION OF THE CITY OF SAN BERNARDINO APPROVING A SIDE
2 LETTER TO RESOLUTION 99-155, RESOLUTION IMPLEMENTING A
3 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN
4 BERNARDINO AND EMPLOYEES IN THE POLICE SAFETY UNIT REPRESENTED
5 BY THE SAN BERNARDINO POLICE OFFICERS' ASSOCIATION, AND
6 SUPERCEDING RESOLUTION 2001-364.

7 I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Common
8 Council of the City of San Bernardino at a joint regular meeting thereof, held on the
9 16th day of December, 2002, by the following vote, to wit:

10 COUNCILMEMBERS:	11 AYES	12 NAYES	13 ABSTAIN	14 ABSENT
15 ESTRADA	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
16 LONGVILLE	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
17 MC GINNIS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
18 DERRY	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
19 SUAREZ	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
20 ANDERSON	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
21 MC CAMMACK	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

22 Rachel G. Clark
23 Rachel G. Clark, City Clerk

24 The foregoing resolution is hereby approved this 16th of
25 December, 2002.

26 Judith Valles
27 Judith Valles, Mayor
28 City of San Bernardino

29 Approved as to form and
30 Legal content:

31 JAMES F. PENMAN,
32 City Attorney

33 By: James F. Penman

**SIDE LETTER TO RESOLUTION NO. 99-155
FOR POLICE SAFETY EMPLOYEES**

The following sets forth the Side Letter to Resolution No. 99-155, for full-time, regular active Police Safety Employees. **This Side Letter adds to the language in Article V, Leaves-Section 7, Military Leave, of the Police Safety Employees' Memorandum of Understanding and supercedes the previous Side Letter adopted by Resolution 2001-364.**

Article V, Leaves-Section 7, Military Leave, Subsection E (NEW)

E. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, due to the crisis related to terrorist attacks on America, and who are eligible to receive the thirty (30) calendar day military leave compensation in accordance with Military Code § 395 et seq., shall receive the difference between their regular City salary, as established by Charter Section 186 and their total military salary, starting the 31st calendar day of military leave. The difference in salary shall continue for up to one year of active military service, which includes the thirty (30) days provided for in this section. During this one-year period, the City will continue to provide the employee the benefit plan as was provided prior to such active duty. Payment into the PERS retirement plan will be made on a prorated basis. Any employee activated prior to December 1, 2003, will be eligible to receive up to a maximum of one year the benefits described above. Employees activated after December 1, 2003, will not be eligible for any benefits beyond those mandated by law, unless the Mayor and Common Council expressly approve such compensation. **This compensation provision applies to those officers who are involuntarily called to active military duty.**

The compensation provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation leave, holiday time, compensatory time off, or leave without pay. Employees who are called in for a medical examination to determine physical fitness for military duty must use vacation leave or leave without pay. The thirty (30) day compensation provision also applies to any employee on military leave, other than temporary military leave, who is ordered into active military duty or is inducted, enlists, enters, or is otherwise called into active military duty.

A copy of military orders must accompany the "request for leave" form and copies of military earnings statement must be provided to the City on a monthly basis. Employees who are eligible for military leave compensation will be placed on a leave of absence with the right to return to their positions. The detailed procedures for processing and payment will be discussed and established between the City of San Bernardino Finance Department and the affected employee.