

**GENERAL UNIT
EMPLOYEES**

**MEMORANDUM
OF
UNDERSTANDING**

Made and Entered Into Between
The City of San Bernardino
and
The International Union of Operating Engineers

January 1, 2011 to June 30, 2012

**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 GENERAL BARGAINING UNIT OF THE CITY OF SAN BERNARDINO REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS.

WHEREAS the designated representatives of the Mayor and Common Council met and conferred in good faith with representatives of The International Union of Operating Engineers (IUOE) representing the General Unit 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, 2011, through June 30, 2012.

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 General bargaining unit of the City of San Bernardino.

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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 GENERAL BARGAINING UNIT OF THE CITY OF SAN BERNARDINO REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Common Council of the City of San Bernardino at a joint regular meeting thereof, held on the 20th day of June, 2011 by the following vote, to wit:

COUNCILMEMBERS:	AYES	NAYES	ABSTAIN	ABSENT
MARQUEZ	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
VACANT	<u> </u>	<u> </u>	<u> </u>	<u> </u>
BRINKER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
SHORETT	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
KELLEY	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
JOHNSON	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
MC CAMMACK	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Rachel G. Clark
Rachel G. Clark, City Clerk

The foregoing resolution is hereby approved this 23rd of June, 2011.

Patrick Morris
Patrick Morris, Mayor
City of San Bernardino

Approved as to form:

JAMES F. PENMAN,
City Attorney

By: James F. Penman

DEFINITION OF TERMS

<u>City:</u>	The City of San Bernardino
<u>Classification:</u>	Includes titles listed in Section 10 of City Resolution No. 6413, as amended.
<u>Day:</u>	As it pertains to a sick leave day or a vacation day, one (1) "day" equals eight (8) hours, unless otherwise specified.
<u>Exclusion:</u>	Excluded from the General Unit for purposes of representation are: classification titles designated as management/confidential, middle-management or safety, positions established and created under federal contract, and temporary, part-time, provisional and probationary individuals.
<u>General Unit:</u>	Includes titles listed in Section 10 of City Resolution No. 6413, as amended. Additional titles in the General Unit may be established by the Mayor and Common Council. Also reference "Exclusions" above.
<u>Mandatory and Permissive:</u>	"Shall" is mandatory; "may" is permissive.
<u>MOU:</u>	Memorandum of Understanding
<u>Regular Full-Time Employee:</u>	An Employee who has been appointed to a Regular, Full-Time position and has completed his/her probation period.
<u>Union:</u>	The exclusive bargaining representative for the General Unit

ARTICLE I - ADMINISTRATION

SECTION 1 - Management Rights

This Memorandum of Understanding (MOU) 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 had prior to adopting this MOU, except to the extent that the provisions of this MOU specifically curtail or limit such rights, powers and authority. Furthermore, the City retains all its exclusive rights and authority under City Charter, ordinances, resolutions, state and federal laws and expressly and exclusively retains its management rights, which include but are not limited to: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of selection for employment promotions; direct its employees; establish and enforce dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons; maintain the efficiency of governmental operations; determine the methods, means and 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, means, organizational structure and size and composition of work force and allocate and assign work by which the City operations are to be conducted; 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 upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits or otherwise discipline employees in accordance with the applicable law; establish employee performance standards including, but not limited to quality and quantity standards; and, carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.

SECTION 2 - Employee Rights

A. Employees have the right to a safe and harassment free work environment as set forth in the City's policy on Non-Discrimination/Workplace Harassment. Employees of the City have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including but not limited to: wages, hours and other terms and conditions of employment. Employees of this City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by employee organizations because of the exercise of these rights. Representation rights of the Union as exclusive representative shall not be compromised.

B. The City, through its representatives, shall meet and confer in good faith only with representatives of formally recognized employee organizations regarding matters within the scope of representation, including wages, hours and other terms and conditions of employment.

C. Individual Agreement - The City of San Bernardino shall not negotiate with or enter into memorandum of understanding or grant rights or benefits not covered in this agreement to any employee unless such action is with IUOE concurrence.

SECTION 3 - Contract Services

It is not the intent of the City to cause employees to lose their jobs because of a decision to contract work. If a decision is made by the City to contract work not now contracted, and that decision will result in change in the work conditions or status of employees in the unit, the City agrees to meet and confer in good faith with the Union prior to making a final recommendation to the Mayor and Common Council.

If the City puts out a bid for contract services, the affected department will have the opportunity to bid for services. Contract awards are subject to the Mayor and Common Council approval and will not be part of this agreement.

SECTION 4 - Agency Personnel Rules

It is understood and agreed that there exists within the City in written or unwritten form certain personnel rules, policies, practices and benefits generally contained in "Civil Service Rules and Regulations for the Classified Service"; Resolution No. 6433, as amended; 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, which documents will continue in effect, except for those provisions modified by the Common Council in accordance with state laws, orders, regulations, official instructions or policies. In the cases of proposed changes to the resolutions other than by agreement, the Union shall be consulted with prior to the consideration of these changes by the Mayor and Common Council, except in cases of emergency as defined by the Mayor and Common Council, in which cases the Union will be consulted with as soon as possible after the changes.

Any departmental work rules initiated, established and promulgated by the City shall be posted on bulletin boards ten (10) days prior to their effective date, except in emergency situations. A copy of such rules shall be sent to the Union office. The reasonableness of any disciplinary action taken as a result of a violation of any departmental work rule may be determined in the grievance procedure at the employee's election. The City shall make reasonable efforts to acquaint employees with work rules. Work rules shall be uniformly applied.

Each Department of the City, with the exception of the Police and Fire, shall provide IUOE with a current copy of their Departmental Work Rules on an annual basis, no later than June 30 of each year. The Police and Fire departments will provide updates as they occur.

SECTION 5 - Safety Committee

There is established a City-wide Safety Committee in which the General Unit has membership (three (3) members). The Board will review all recordable accidents (both City equipment and personal injury of City employee) and make recommendations to the City Manager and Director of Human Resources for all corrective actions in establishing better job safety.

The Board will improve safety communications throughout the City and review each accident on or off City property. The Board will investigate all "industrial type" accidents and "vehicular" accidents and make recommendations on how the accident could have been prevented. The Board is expected to establish its own rules of conduct, to elect its own officers at the first meeting in January and keep minutes of all its meetings, findings and recommendations.

The Committee is expected to meet no less than once a month at a time agreeable to all members. Upon completion of reviews by the Committee of accidents/ incidents, the Committee will make recommendations for corrective measures to establish safer working conditions and may recommend disciplinary action.

It is of mutual benefit to the City and to the employee to be fully aware of and comply with all safety rules and regulations. The City, Union and employees agree to work towards preventing job-related injuries to employees and damage to both public and private property.

Guests and/or speakers will be allowed to attend based on advance notice to the City and mutual agreement.

In the event a representative from either side is unable to attend a meeting, the spokesperson from each side may, with two (2) working days' notice to the other side, select an alternate from a predesignated pool of employees.

The Safety Committee shall forward to the IUOE office a copy of all minutes, findings and recommendations at the conclusion of each meeting.

SECTION 6 - Labor-Management Committee

The Labor-Management Committee shall continue for the term of this MOU. Its continuing purpose is for the discussion of common problems that are not addressed in other existing procedures. The Union shall designate three (3) representatives to serve on the Committee from different departments. The City shall also designate three (3) representatives to serve on the Committee. The Committee will select a chairperson who will be responsible for receiving items, establishing agendas and informing participants of the time and place of

meetings. The Committee shall normally meet at least quarterly or may meet more often if necessary at a mutually agreed upon time and place. Recommendations shall be considered by management. The Union will provide a list of the three (3) Committee members to the Director of Human Resources each July.

Guests and/or speakers will be allowed to attend based on advance notice to the City and mutual agreement.

In the event a representative from either side is unable to attend a meeting, the spokesperson from each side may, with two (2) working days' notice to the other side, select an alternate from a pre-designated pool of employees. The "pool" will consist of up to three (3) employees, whose names will be exchanged by the City and the Union each July.

SECTION 7 - Employee Stewards

IUOE may designate stewards from any Department/Division to represent the Union. Employees designated or assigned to a committee will be allowed release time to participate. Union stewards shall not receive any additional time or compensation for the designation. IUOE shall provide the City an initial list of stewards and thereafter upon request by the City. The position of steward shall not interfere with the daily operations of the City.

ARTICLE II - EMPLOYER-EMPLOYEE RELATIONS

SECTION 1 - Recognition/Union Security

The City hereby acknowledges that the International Union of Operating Engineers (IUOE) has been and is recognized by the City as the exclusive representative for the General Unit employees for purposes of meeting and conferring on wages, hours, and other terms and conditions of employment and for all other matters related to employer-employee relations for these employees.

The granting of "exclusive" recognition shall not preclude employee self-representation in matters where individual rights, protections and concerns are involved; provided, however, the representation rights of the Union as exclusive representative shall not be compromised thereby. If a unit member does not wish to be represented by the Union in matters pertaining to grievances and disciplinary appeals and wishes to represent himself/herself, such member shall be required to provide the Union and the City with a signed statement waiving the right to Union representation in such matters.

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 existed between the City and the employees of the City. It is recognized that any work disruptions are unproductive to City operations and services provided to its

citizens. The Union and the City agree that they shall, at no time or in any way, jeopardize the public health, welfare and safety of the City's business and residential communities. Thus, the Union and the City will strive to promote a harmonious relationship between the parties to 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 Union shall not, on behalf of itself and its members, individually or collectively engage in any curtailment or restriction of work at any time during the term of this MOU.

SECTION 3 - Payroll Deduction for Union Dues/Service (Fair Share) Fees

A. The City agrees to provide Union dues deductions for Union members only as long as the Union remains the exclusive representative for the employees within the bargaining unit. Conversely, no other employee organization shall be permitted dues deduction privileges for employees within the bargaining unit. The City shall not be liable to the Union, employees or any other person by reason of the requirements of this article for the remittance of any sum other than that constituting actual deductions made from employee wages earned.

Dues shall be deducted from the pay of each employee. Dues deduction shall be a specified uniform amount for each employee and any change in the amount of dues deducted shall be by written authorization from the Union, provided however, that the Union shows proof that the general membership has voted and approved any change in the amount of dues.

All unit members who were members of the Union on January 1, 2011, and those employees who thereafter become members shall remain as members in good standing of said Union the duration of this MOU, except as provided for in this article.

B. Agency Shop

Since IUOE has certified it has an IUOE membership of at least fifty percent (50%) of the total number of full-time employees in the General Unit, IUOE is allowed to collect a "Fair Share" fee from non-IUOE members who are employees in the General Bargaining Unit. Membership in IUOE or payment of the IUOE Fair Share fee is not a condition of City employment.

Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, upon presentation of active membership in such religion, body, or sect, shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a non-religious, no-labor charitable fund exempt from taxation under Section 501 © (3) of the Internal Revenue Code.

Effective with the beginning of the first pay period following ratification of this agreement of the Mayor and Common Council and the Union, the City agrees to deduct and transmit to IUOE all deductions authorized on a form provided by IUOE to deduct and transmit to IUOE all Fair Share fees from City employees in the General Unit who do not elect to become

members of IUOE. Such authorized dues deduction and Fair Share fees shall be remitted monthly to IUOE along with an adequate itemized record of deductions. The Union shall indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City in regard to employee organization dues and fair share fees. In addition, the Union shall refund to the City any amounts paid to it in error, upon presentation of supporting evidence.

SECTION 4 - Grievance Procedure

Definition of Employee Grievance: A grievance is an alleged violation of the terms of the MOU or of the laws, ordinances, resolutions 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 disciplinary appeals to the Civil Service Board. If the employee chooses to appeal disciplinary action to the Civil Service Board, he/she shall be precluded from filing a grievance.

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

As used in this procedure, the term "immediate supervisor" means the lowest level of supervisor not within the general employee representation unit. The procedure provides a mechanism for settling the grievance informally with the "immediate supervisor," up to and including the Division Head.

If this proves unsatisfactory, the grievance may be formally presented to the Department Head or designee, the Director of Human Resources, and finally to the City Manager who will be the ultimate authority.

The aggrieved employee shall have the right to be represented, if he/she desires, by the designated Union representative.

Working Day: As used in this section, "working day" shall refer to the employee's working day or to the working day of the other party involved (supervisor, Division Head, Department Head, Director of Human Resources, City Manager and/or their designees), depending upon whose response or action is pending.

Procedural Steps for Handling Grievances:

A. Informal: An attempt shall be made to ascertain all facts and adjust all grievances on an informal basis between the employee and a supervisor in the employee's chain of command, up to and including the Division Head. Oral presentation of the grievance must be submitted to the Informal Step within ten (10) working days of the incident causing the grievance or of the grievant's knowledge of the incident's occurrence. The date and the subject of the incident should be provided with the request for the informal meeting. Within ten (10) working days of the presentation of the grievance, the supervisor shall provide an oral response

to the employee. The supervisor will document (for record purposes) his/her response to the employee in the event the grievance proceeds to the Formal level.

B. Formal:

1. If the grievance is not adjusted to the satisfaction of the employee involved, the grievance shall be submitted in writing by the employee or his/her designated representative to the Department Head or his/her designee within ten (10) working days from the date of the oral response. The Department Head or his/her designee shall meet with the employee and/or his/her designated representative within the next ten (10) working days of receipt of the written grievance and shall deliver his/her answer in writing to the employee within ten (10) working days after the meeting.

2. 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, shall deliver his/her answer in writing to the employee within ten (10) working days after the meeting.

3. 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.

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.

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

5. All grievances shall be treated as confidential, and no publicity shall be given the final resolution of the grievance.

C. Time Limits: Any grievance not answered by the City within the specified time limit listed above shall be deemed settled on the basis of the Union's original demand. Likewise, any specified adjustment not appealed by the employee or his/her designated representative within the specified time limits listed above shall be deemed settled on the basis of the last City official's answer. Time lines as above may be extended by mutual agreement only.

D. Consolidation of Grievances: In order to avoid the necessity of processing numerous similar grievances at one time, a single "class" grievance may be filed as long as the grievances are from employees within a single department. The City also has the right to consolidate responses to such grievances. If the grievant is a group of three (3) or more employees within a department, the group shall appoint one (1) or two (2) employees who signed the grievance to speak for the collective group throughout the grievance process.

SECTION 5 - Employee Lists

The City agrees to provide a list of names of General Unit Employees by City department to the Union as requested.

SECTION 6 - Skelly Rights

It is mutually agreed that the City subscribes to the concept and application of progressive discipline. Discipline shall be imposed upon an employee only for just cause.

If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

When an action for suspension or termination has been taken, subject to appeal, the employee will be apprised of the action, the reason therefore, and will be provided with a copy of the charges including material on which the action was based. Employees have the right to Union representation as provided under Government Code Section 3500 et seq. (Meyers-Milias-Brown Act).

A. The employee shall receive reasonable advance notice of the proposed disciplinary action per the Civil Service Rules.

B. The notice shall contain the reasons, charges, and statement of the events or circumstances upon which the proposed action is based.

C. The employee shall be given the materials, if any, upon which the action is based.

D. The employee shall have the right to respond either orally or in writing within five (5) working days of receipt of Skelly package to the appointing authority (Department Head/Division Head) imposing the discipline.

E. The disciplinary procedure should be used for all serious disciplinary actions, which are normally considered (1) demotions; (2) discharges; (3) reductions in pay; and, (4) suspensions.

SECTION 7 - Non-Discrimination

The City and the Union agree that there shall be no discrimination against employees within the bargaining unit because of race, color, religious creed, , national origin, ancestry, sex, age, marital status, physical disability, medical conditions, sexual orientation, pregnancy, childbirth or related medical conditions of any female employee, any other classification protected by law, or Union membership. Union membership also includes Union activities.

Further, there shall be no discrimination against qualified individuals with disabilities as defined by the Americans with Disabilities Act (ADA) of 1990, when those individuals do not

pose a risk to the health or safety of themselves or others. The ADA expressly identifies reassignment to a vacant position as one form of reasonable accommodation.

SECTION 8 - Personnel Files

A. The Human Resources Department shall keep and maintain an official personnel file for employees, which shall contain information relative to the employee. No other files, records or notations shall be official except as may be prepared or used by the City or its counsel in the course of preparation for any pending case, such as the Department of Fair Employment and Housing or Civil Service matter or grievance.

B. An employee's department may maintain a file pertaining to an employee, which shall contain job-related information only. It shall be the supervisor's responsibility to inform the employee, with a copy thereof, of any detrimental material in the file that may affect the employee's performance evaluation. An employee may grieve over the factuality of, or propriety of, any material in such file. Such files shall be confidential. Both the City and the Union agree that an employee's failure to challenge any material in such file does not justify the conclusion that the employee is in agreement with any such materials. Such files shall not contain a copy of any disciplinary action against an employee.

C. Employees and/or their authorized representatives, if authorized by the employee, shall have the right upon written request to review the contents of their official personnel files and department files. Such review may be made during working hours with no loss of pay for time spent, and the employee may be accompanied by his/her authorized representative if he/she so wishes. Reasonable requests to copy documents in the files shall be honored.

D. A copy of any disciplinary action or material related to employee performance, which is placed in the personnel file, shall be served upon the employee (the employee so noting receipt), or sent by certified mail (return receipt requested) to his/her last address appearing on the records of the City. It is the obligation of each employee to provide the City with his/her current address.

E. A full-time, permanent employee shall have thirty (30) working days in which to file a written response to an employee performance evaluation entered in his or her personnel file. Such written response shall be attached to the employee performance evaluation. The thirty (30) working days will commence with the date the employee receives the evaluation for signature.

The Human Resources Department will distribute to all City departments a memorandum explaining employee performance evaluation response procedures for General Unit employees.

F. Employees may request that any documents contained in the file of a derogatory nature will be purged from their files after a period of twenty-four (24) months and no further actions have occurred similar in nature. The department head shall review such request and will have final say on what will be purged.

SECTION 9 - Bulletin Boards

The City will provide adequate space on bulletin boards in each department/division for the purpose of the Union posting notice of pertinent Union business. The Union agrees that nothing libelous, obscene, defamatory or of a partisan political nature shall be posted. In the event that there is a dispute arising out of the pertinence of any literature the Union chooses to post, the City Manager or his/her designated representative and a Union representative will meet as soon as possible to resolve the problem.

SECTION 10 - Budget Documents

The City agrees to provide the Union at no cost one (1) copy of the annual financial report, preliminary budget, final budget and resolutions or ordinances as requested by the Union.

SECTION 11 - Employee Orientation

The City will distribute the Memorandum of Understanding, or contract term and conditions, as part of the employee orientation program conducted by the City for new employees. The City will allow the union to make a presentation at employee orientations.

SECTION 12 - New Employee Information

Upon request by the Union, the Human Resources Department will furnish the Union with information on new General Unit employees, excluding their home addresses. Data will include name, title, department, department phone number and date of hire.

SECTION 13 - Union Logos

A. General Unit employees wishing to demonstrate their support for, or affiliation with, IUOE shall be permitted to wear a Union button, badge, logo, or pin as long as the button, badge, logo, or pin does not create a safety or health issue or interfere with the efficient operations of the employer.

B. In consideration of the above, said button, badge, logo, or pin must be consistent with all of the following:

1. Removable;
2. For uniformed employees only, it must be centered and fit on the pocket flap or in the area where the pocket flap is supposed to be on the jacket, shirt, blouse, or sweater;
3. It may not carry a message that is libelous, obscene or defamatory.

Employees required to wear protective headwear may display a button, badge, logo, or

pin on the headwear provided it does not compromise the safety integrity of the headwear.

C. General Unit employees will be permitted to wear a union button or pin as long as it does not create a safety or health issue, interfere with the efficient operations of the employer, or conflict with previously adopted uniform standards in department work rules/operating procedures.

ARTICLE III - COMPENSATION

SECTION 1 - Salaries

Salaries are per Resolution No. 6413, Section Ten, as amended by the Mayor and Common Council.

Effective June 1, 2011 through June 30, 2012, all non-safety employees will participate in a reduced 36-hour work week. The reduced work week will equate to approximately a ten percent (10%) pay reduction.

The reduced work week will not alter existing MOU articles on overtime, leave accruals, and reportable PERS monthly salaries.

Upon approval of the MOU by the Mayor and Common Council, the General Unit employees will forego step/merit increases for twelve (12) consecutive months, from the date of such approval.

SECTION 2 - PERS

Effective 1/1/08, the City shall provide a Retirement Enhancement Program to equal 2.7% @ 55 in lieu of a Cost of Living Adjustment (COLA) with all employee and employer costs paid by the City.

Effective September 1, 2011, the City of San Bernardino will amend the current PERS contract to provide a two-tier retirement benefit of 2% @ 55 for all employees hired on or after September 1, 2011.

Effective June 1, 2011, all newly hired members will pay the full 7% employee contribution amount to PERS.

The City contracts with PERS for employees' retirement benefits. General Unit employees are normally eligible for "Service Retirement" once they reach age 50 and have five (5) years of PERS-credited service. There is no compulsory retirement age for employees, such as General Unit employees, who are local miscellaneous members of PERS.

Employees inquiring about exceptions or about disability retirement should contact the City Human Resources Department or a PERS Area or Field Office.

The City will pay the employer contribution for the Fourth Level 1959 Survivors' Benefit.

SECTION 3 - Overtime

All employees in the General Unit will receive overtime based on the requirements of the Fair Labor Standards Act (FLSA).

Effective June 1, 2011 through June 30, 2012, employees who work a 36-hour work week shall be paid overtime compensation at the FLSA rate for all hours worked over 36 hours in the designated work week. Vacation, sick, holiday, compensatory time, and concession leave hours shall not apply towards hours worked in the work week.

Overtime work shall not be authorized unless the employee has obtained the prior approval of his/her Department Head or designated Division Head. Emergency overtime work may be authorized by the employee's supervisor without such prior approval, if obtained at the earliest possible time after the performance of emergency work.

In instances where standby and call-back work is required and directed, it shall be regulated by, and paid in accordance with, the provisions contained in Article III, Section 6.

Compensatory Time Bank: When an employee works overtime, he or she shall earn overtime at the FLSA rate. Following prior approval of overtime as described above, the employee will either be paid for the overtime worked or the number of overtime hours worked will be placed in a compensatory time bank, based on the employee's request. The Finance Department (Payroll) will track the compensatory time accrued and used, and the compensatory time balance will appear on the employee's paycheck. Department Head approval will be required in order for employees to use time from the compensatory time bank.

Once an employee's compensatory time bank reaches eighty (80) hours, the employee will be paid for all subsequent overtime worked. By the end of June 30 each year, an employee's compensatory time bank must be reduced to forty (40) hours. Any hours in the compensatory time bank in excess of forty (40) hours as of June 30 of each year will be paid at the employee's regular rate of pay, and will be included on the first paycheck in December (December 15).

If the employee terminates employment or if the employee is promoted to a position in the City, the compensatory time bank will be paid off at the then current rate of pay.

SECTION 4 - Higher Acting Classification Pay

Upon approval by the City Manager, a Department/Division Head may assign or reassign a qualified unit employee to discharge the duties of a higher classification when a position is vacant or in the absence of the incumbent.

An employee so assigned in writing by the Department/Division Head, with the approval of the City Manager, shall receive acting duty pay starting on the sixth consecutive day of each acting duty assignment. No acting duty pay will be paid for the first five (5) days of each acting duty assignment, except for those employees who can prove that they have served a total of twenty (20) days in a higher-acting classification during the previous twenty-four (24) months, based upon their official Human Resources Department records. The entire period of assignment at the higher classification, including the initial work demonstration period, may not exceed sixty (60) working days, except by the mutual agreement of the City and the employee.

Employees in the classification of Integrated Waste Operator (Flex) and Senior Integrated Waste Operator assigned to a higher acting position will be eligible for higher-acting pay from the first day.

An employee assigned to work in a higher classification on an acting basis shall receive at least five percent (5%) above his/her current base rate of pay.

The City will not circumvent the intent of this article by using various employees to thwart the intention of this article.

SECTION 5 - Classification Appeal

Employees who believe they are performing duties of a higher level outside of their current classification, and who believe they have been unable to resolve the situation satisfactorily, shall have the right to appeal their issue via the current grievance procedure (Article II, Section 4).

SECTION 6 - Call-Back/Standby Assignment & Pay

An employee who is free to engage in his/her own pursuits while off duty, subject only to carrying a pager or to the understanding that the employee leave word at his/her home or with the Department Head or designee where the employee can be reached, is not working while on standby. If called back, the employee shall be paid for the time actually worked in accordance with Article III, Section 3.

If a Department Head places an employee on standby, defined as the employee being in a state of readiness and immediate availability to come to work outside of their normal work hours, the Union and the City hereby agree that the following is compensation in full for the hours of work of the employee when in such standby status:

<u>Standby Status</u>	<u>Hours Compensated</u>
For the employee's five (5) work days during their work week (or prorate at 1.0)	5 work hours
For the employee's two (2) non-work days	5 work hours

during their work week (or pro rate at 2.5)

OR,

For all seven (7) days during a work week	10 work hours
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AND,

For any holiday, as described in this MOU, during which the employee stands by for all or any portion of the 24 hour day	1 extra work hour per holiday - added to the above
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Payment for hours described above shall be compensated per FLSA regulations.

General Unit Call-Back Pay: An employee cannot be in standby status and call-back status at the same time.

Employees not formally assigned to standby status may still be called back to work. If reached by their supervisor and called back to work, the employee will be paid for actual hours of work at the FLSA overtime rate of time-and-one-half (1-1/2) unless the employee has worked less than thirty-six (36) hours in the work week due to use of paid or unpaid sick time, vacation, holiday, and compensatory time. In such cases, employee will be paid straight time. Department Heads may, however, pay at the overtime rate of time-and-one half (1/2) regardless of leave time taken in unusual circumstances at their discretion. An employee called back to work shall be paid for a minimum of one-and-a-half (1-1/2) hours of work. This paragraph is only applicable for the period of June 1, 2011 through June 30, 2012 and will revert back to forty (40) hours effective July 1, 2012 without further agreement.

The General Unit employees covered by this MOU are not so severely restricted in their activities while in standby status as to be "working while 'on call'" as that term is used in the Fair Labor Standards Act 29 CFR 785.17.

Departments and Divisions, which utilize call-back/standby, will prepare a qualified list of employees. Department/Division Heads will consider the following factors in establishing and maintaining call-back and standby lists: employee seniority; special qualifications; skills; and/or, voluntary work assignments.

For Departments and Divisions assigning call-back and standby on a rotation basis, only the employee who appears first on the list may reject an assignment to call-back or standby. Rejecting an assignment will automatically place the first employee at the bottom of the list. The employee listed next must take the assignment.

Departments and Divisions may use procedures that vary from the above, if the procedures are: (1) consistent with Department/Division work rules; or, (2) implemented result of an emergency situation.

Employee Court Subpoena Time: All City employees appearing in court on their day off for a work-related court subpoena will receive compensation for the actual time spent in court, with a three (3) hour minimum. Additionally, employees will receive one-half (1/2) hour travel time for going to court. Employees will be reimbursed for all parking fees associated with the court appearance.

In the event an employee is placed on standby on their day off for a work-related court subpoena, the employee will receive three (3) hours standby pay for each day on a standby status.

For morning standby subpoenas where employees are called to court and do not go beyond 12:00 p.m. on that day, total compensation will consist of the three (3) hours standby along with one-half (1/2) hour of travel time. If employees have to appear in court after the noon recess, the actual additional time along with one-half (1/2) hour of travel time will be added to the three (3) hours standby. In cases where the subpoena is for 1:30 p.m. or another time, the standby will start with the time stated on the subpoena.

All court-related compensation will be paid as time worked and at the appropriate straight time, or where applicable, at the FLSA overtime rate. Such compensation is in addition to compensation for any prior time actually worked pursuant to such subpoena.

It is hereby agreed by and between the parties hereto that the General Unit employees covered by this provision are not so severely restricted in their activities while on standby status as to be "working while 'on call'," as that term is used in the Fair Labor Standards Act 29 CFR 785.17.

SECTION 7 - Shift Differential

Unit employees assigned to the Communications Division, Identification Bureau, Patrol and Police Records within the Police Department, and the garage within the Public Works Department, shall receive the following pay differential in addition to their pay for actual shift work designated as either the swing or graveyard shift.

A. An employee assigned to the swing shift (normal start and ending time of 4:00 p.m. to 12 midnight, respectively) shall receive \$65 per month extra for all hours actually worked during such assignment; or,

B. An employee assigned to the graveyard shift (normal start and end time of 12 midnight to 8:00 a.m., respectively) shall receive \$100 per month extra for all hours actually worked during such assignment.

C. Any employee who is permanently assigned to the swing or graveyard shift will receive the additional monthly pay. The additional pay will only begin and end on the 1st and the 16th of the month. Whenever permanent swing or graveyard shift employees work overtime on another shift, their hourly pay will include the additional monthly pay.

D. Any non-swing/graveyard shift employees who work overtime in a swing or graveyard shift will only be paid at the regular rate of pay (no additional differential pay).

E. The Departments, by memo, will inform Payroll which employees are permanently assigned to swing and graveyard shifts and should receive the additional monthly pay. Permanent is defined as working thirty (30) days or more.

SECTION 8 - Personal Tool Replacement Allowance

The City shall provide a tool replacement allowance for damaged, lost or stolen personal tools in an amount not to exceed \$350 per year, per employee. Only those employees in the following position classifications shall be entitled to such allowance:

<u>Department/Division</u>	<u>Classification(s)</u>
1. Fleet Division	Mechanics & Lead Worker
2. Engineering	Traffic Signal Electricians
3. Public Works	Maintenance Personnel (includes Plumbers) & Electricians I & II
4. Fire Department-Maintenance Shop	Mechanics

The City will provide insurance coverage for Fleet and Fire Equipment Mechanic employee tools, whether the entire toolbox or any tools are stolen from City property.

Claims against the above tool replacement allowance shall be honored provided when: (1) the personal tools had been required by the City; (2) the tool had been marked and inventoried by the employee; (3) a report of such inventory had been filed with the Department Head; and, (4) said tools had been properly maintained. Tools stolen or damaged through no fault of the employee will be replaced by the employee and reimbursement thereof will be made by the City, after submission of an appropriate City form accompanied by an approved invoice or receipt. All reimbursements of stolen or damaged tools will be completed on the first available processing date with the Finance Department.

During the term of this MOU, all newly-employed mechanic personnel in the Fire Department and Fleet Division, who may be required by their Department Head to purchase personal metric tools in order to effectively accomplish work assignments, shall be eligible to receive a one-time tool purchase allowance not to exceed \$100 to assist in making such purchase.

SECTION 9 - Fines

The City shall pay for court fines imposed upon any permanent Employee within the unit of representation as a result of his/her conviction of a violation as a result of being directed to operate any faulty vehicle or equipment, where such fault is the proximate cause of the violation.

SECTION 10 - Bilingual Pay

General Unit employees, as designated by the City Manager and who meet the certification and eligibility requirements as developed by the City, shall be compensated at the rate of fifty dollars (\$50) per month. The duties of the employee receiving bilingual pay may be reviewed annually to determine that bilingual duties assigned to an employee are being performed on a regular and frequent basis. The designated employees may be tested annually for certification and recertification.

Not more than forty (40) General Unit employees may be designated to receive bilingual pay. The City Manager or designee will retain the right to select the forty (40) eligible employees and to determine the departments where use of employee bilingual skills would be best served. The City shall reserve the right to determine languages for which testing will be conducted.

SECTION 11 - Special Certification Pay

Employees in the following classifications:

- Code Compliance Officers; Equipment Mechanics; Animal Control Officers; City Clerk Business License Checkers

Shall receive, in addition to their regular compensation, \$50 a month payment (\$25 paid each pay period) for obtaining and maintaining the following certifications:

- ICBO or AACE Certificate
- ASE designation of Master Certified Mechanic
- Fire Mechanic Level II
- NACA (3) Certificates
- Certified Revenue Officer

It shall be the responsibility of the department and the employee to provide payroll with a copy of their certifications and or renewal.

Certificate pay is limited to \$50 per month per eligible employee.

ARTICLE IV - FRINGE BENEFITS

SECTION 1 - Health/Life Insurance

A. Effective January 1, 2008, the City will contribute:

- \$459.00 per month towards the purchase of health care premiums for "Employee with No Dependents."

- \$609.00 per month towards the purchase of health care premiums for "Employee Plus One or More Dependents."

Insurance benefits available for purchase by employees include medical, dental, vision, life, and accidental death and dismemberment, as made available through the City. Any contributions not utilized by an employee shall revert to the City.

- B. An employee must purchase medical insurance offered through the City in order to utilize the contribution described in subsection A.
- C. The City shall contribute the PERS adopted schedule amount (currently \$108.00 per month) per retired employee to be used exclusively for the purchase of medical insurance benefits.
- D. City contributions not utilized by an employee revert to the City.
- E. Cafeteria monies may be redesignated or a change of plans may be made in accordance with the rules established by the insurance plan selected by the employee. Plan additions and drops are permitted in accordance with the rules established by the plans selected by the employee.
- F. An employee may not add another City employee as a dependent or be added to another City employee's City health plan as a dependent, in order to receive "double coverage."
- G. The City shall provide each employee with \$25,000 Accidental Death and Dismemberment (AD&D) plan insurance coverage at no cost to the employee. The City shall provide each employee with \$10,000 Life Insurance coverage at no cost to the employee.
- H. Each member of the bargaining unit is eligible to participate in a City-sponsored program of annual cholesterol checks and dietary counseling.
- I. All employees shall participate in the City-sponsored Long-Term-Disability (LTD) insurance plan. The City will pay one hundred percent (100%) of the LTD insurance plan premium for employees during the length of this contract.

SECTION 2 - Uniforms, Rain Gear & Safety Equipment

- A. The City shall provide uniforms for the following position classifications:
 - 1. Animal Control Division:
 - Animal Control Officer
 - Registered Veterinary Technician
 - Animal Shelter Attendant
 - Senior Animal License Checker

2. Cemetery:

Park Maintenance Worker II
Park Maintenance Worker III

3. Engineering Division:

Traffic Signal Electrician
Maintenance Worker I and II and
Lead Maintenance Workers assigned to Signing & Striping
Electrician I and II assigned to Street Lighting

4. Public Works:

Custodian
Electrician II
Electrical & HVAC Mechanic
Maintenance Plumber II
Storekeeper

5. Parks, Recreation & Community Services:

Maintenance Plumber II
Parks Maintenance Lead Worker
Parks Maintenance Workers I, II & III
Park Projects Coordinator
Landscape Inspector II

6. Police & Fire General Employees:

All permanent personnel in the bargaining unit as designated by the appropriate Chief.

7. Public Works Department/Fleet Division:

All full-time, general unit employees assigned to work on vehicle and equipment will receive uniforms.

8. Public Works Department/Integrated Waste Division:

All full-time, general unit employees assigned to collect solid waste will receive uniforms.

9. Public Works Department/Street Division:

B. The City shall make appropriate rain gear available for Integrated Waste Operators, Cemetery personnel, Facilities Management Maintenance personnel, Animal Control personnel, Parking Control Checkers, Traffic Signal Electricians of the Engineering Division, field Community Service Representatives in the Police Department and those personnel in the Street Division and Parks, Recreation & Community Services Department who may be required

to work in inclement weather. At least ten (10) sets of rain gear shall be maintained and made available on loan as needed to employees in the Fleet and Engineering Divisions.

C. The City shall provide uniforms to any employee required to wear a uniform.

D. The City shall purchase uniform shorts for use as part of the uniform. Each department will establish guidelines for wearing shorts and employees will not be allowed to wear shorts when performing activities that may create a safety hazard.

E. Effective July 1, 2011, the City will annually reimburse members of the General Unit funded by the Enterprise Fund, fifty dollars (\$50) towards the purchase of work footwear consistent with City policy. Employees shall wear such footwear at all times while on duty.

SECTION 3 - Education Tuition Assistance

A. Purpose: The education tuition assistance program has been established to encourage the employees of the City to take college courses and special training courses, which will better enable them to perform their present duties and prepare them for increased responsibilities and to provide financial assistance to eligible employees for education and training.

B. Procedures:

1. To be eligible for tuition reimbursement employees must complete an "Education Reimbursement Form" prior to the start date of the course and submit it to his/her Department Head for advanced approval.
2. When approved and signed by the Department Head, the form will be forwarded to Human Resources for review and verification of availability of budgeted funds. If approved, the forms will be returned to the employee to maintain until the completion of the course.
3. The employee will submit his/her copy of the pre-approved application for reimbursement within sixty (60) calendar days of the completion of the course. A copy of the final grade and the appropriate receipts for tuition and textbooks must be attached for reimbursement. If objective ratings are not rendered for a specific course, then a certificate of successful completion must be submitted. Applications not submitted to the Human Resources Department within the established time frame following the completion of the course become void.
4. Once all paperwork has been forwarded to Human Resources for reimbursement and HR has determined that it is in compliance with the outlined conditions it will be forwarded to Finance for payment.

5. Reimbursement is not authorized for courses for which the employee is receiving financial assistance from other sources such as the GI Bill, scholarships, and similar sources.

C. Eligibility:

To be eligible for tuition reimbursement an employee must:

1. Be considered a full time, regular employee who has completed probation.
2. Enroll in courses that are directly related to the employee's job or directly related to a promotional position.
3. Enroll in courses that are required to qualify for a degree that is related to the employee's job.
4. Enroll in courses given by accredited colleges, universities, or adult education courses under the sponsorship of the Board of Education.
5. No mail-order courses will be approved.

Workshops, seminars, conferences, and similar activities not identifiable as a formal course of instruction within the recognized educational institution do not fall within the purview of this program.

D. Reimbursement:

1. Reimbursement costs will consist of tuition, registration fees, or textbooks for each course. Additional expenses such as meals or parking fees are not reimbursable.
2. Costs for required texts are eligible for fifty percent (50%) reimbursement. The employee may retain the books.
3. Maximum tuition and book reimbursement is \$125 per semester. Summer session shall be considered a separate semester for purposes of this provision.

SECTION 4 - Parking Facilities

The City agrees to meet and confer with the Union in the event there are any future costs imposed upon employees for parking.

Employees who attend mandatory training shall be reimbursed for parking fee charges incurred at such training. Any fees above and beyond the standard parking fees will not be reimbursed.

SECTION 5 - Employee Assistance Program (EAP)

The City's Employee Assistance and Counseling Program (EAP) is designed to help employees and their immediate families find direction in solving personal or emotional problems. All counseling services are completely confidential. The Human Resources Department maintains a supply of brochures explaining the program more fully.

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.

At the time of voluntary and involuntary termination of employment, an employee shall be entitled to receive compensation for the number of vacation hours, which have been accrued but not used. In the event said employee has been permitted to take vacation, which exceeds number of hours actually accrued, a deduction shall be made from the employee's final compensation for the number of hours in excess of the accrual.

B. The amount of accrual shall not exceed the specified number of hours granted per year.

C. Employees shall not be permitted to work in their City position in lieu of taking vacation in order to receive additional compensation.

D. Vacation credits may be accrued and accumulated up to a maximum of two (2) years total accumulated vacation credits upon approval of the Department Head, as per the employee's rate of accrual. Vacations or portions thereof from a prior year may be taken consecutively with vacations or portions thereof of a succeeding year, subject to the approval of the Department Head. Except as approved by the Department Head, no vacation or portion thereof from a prior year shall run consecutively with the vacation of a succeeding year; and, a period of three (3) or more months should normally elapse between the expiration of one year's vacation and the commencement of the next year's vacation.

Requests to utilize accrued vacation shall be submitted in writing on City approved forms to the Department Head. Department Heads shall respond to vacation requests submitted on City approved forms within five (5) work days. Department Heads shall not unreasonably delay responses to employee vacation requests. Nothing in this article shall be construed to prevent a response to the employee's request before the expiration of five (5) work days.

The vacation period to which any employee shall be entitled shall be assigned by the Department Head in the calendar year when due, except when the Department Head with the approval of the Mayor determines that an emergency or other valid factors prevent the employee from utilizing his/her vacation during the calendar year when due. Should this occur, the employee's vacation should be rescheduled at the very earliest mutually acceptable date.

In the event an employee is compensated for less than fifty percent (50%) of the payroll period, he/she shall not be credited with any vacation accrual for that pay period.

E. Upon termination, payment for earned vacation or deduction for unearned vacation shall be made on the basis of the hourly rate of pay being received by the employee on the date of termination.

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

G. The employee shall not lose any vacation time off due to action by the City.

H. Vacation credits may be taken off in increments according to Department Work Rules with prior Department Head approval.

I. 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 the approval of the Mayor and Common Council, vacation time shall not accrue during such break in continuous service, but shall accrue from the date of return to service from such approved leave of absence, based upon the total length of service of the employee.

J. Employees may sell back up to forty (40) hours of vacation time per year providing that the following conditions have been met:

1. Employees must have a minimum of one hundred twenty (120) hours in their vacation balance before sell back occurs.

2. Employees must have taken a one-consecutive (1) week vacation during the past year prior to the sell back of hours.

3. Employees must complete a sell back form, which must include a Department Head signature.

4. Forms must be submitted to the Finance Department on or before April 15th of each year.
5. Payment for vacation sell back hours will be paid (using current Council approved salary rates in the salary resolution) on the employee's May 15th paycheck each year.

SECTION 2 - Holidays

A. City Designated Holidays: Employees shall be entitled to twelve (12) City-designated holidays, the equivalent of ninety-six (96) holiday hours each year. The following days will be holidays for the purpose of this MOU:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Traditional Veteran's Day (November 11)
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

Plus eighteen (18) hours of Holiday Account time, per year (see subsection B).

Effective January 1, 2006, all full-time employees within the bargaining unit with the exception of those employees mentioned in the following paragraphs shall be entitled to twelve (12) City-designated holidays, the equivalent of one hundred eight (108) holiday hours each year.

All full-time employees within the bargaining unit, 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 regularly assigned working periods, 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 an employee to work on any of the above-mentioned holidays, except as provided herein, he/she shall receive pay at the regular rate and shall be allowed another day off at full pay as approved by the Department Head.

B. Effective January 1, 2006, unit employees will receive eighteen (18) hours in their Holiday Account (formerly known as Floating Holidays). Employees may maintain a balance of more than eighteen (18) hours in their holiday account during the fiscal year.

Effective June 1, 2011, unit employees may carry over forty (40) hours of accrued holiday leave each June 30th. Any Holiday bank hours over forty (40) at June 30th will be forfeited.

Effective January 1, 2006, if a holiday falls on a ten (10) hour workday, the employee will be paid nine (9) hours holiday pay. The employee may supplement the holiday with accrued vacation, holiday account time, compensatory time, or no pay.

Each Department Head shall consider employees' requests for scheduling the eighteen (18) holiday account hours per calendar year, provided however, the final right to allot the hours to be observed is reserved exclusively to the Department Head. The Department Head will not unreasonably withhold permission to take time off.

Effective January 1, 2006, on City-designated holidays, new employees with less than six (6) months of continuous service with the City will receive nine (9) hours of holiday pay and will be able to "draw down" one (1) hour from their holiday account, depending upon whether they are working a 4/10 schedule. They may also elect to take one (1) hour of no pay.

If new employees elect to "draw down" from the holiday account, the hours used will be deducted from the eighteen (18) holiday account hours they receive upon the completion of six (6) months of continuous service.

C. Other Provisions: Employees who, due to scheduling, must work on a recognized City holiday will be compensated on the basis of the number of hours worked on said holiday, excluding lunch/dinner break. The hours accruing to the employee's holiday account for that day shall not exceed nine (9) hours.

If a holiday occurs on a normal day off for an employee, the employee shall receive no additional pay.

The decision as to whether in-lieu of time off or pay is to be received shall be based on the availability of funds and needs of the department, as determined by the Department Head. If in-lieu of time off is directed by the Department Head, it may be added to the regular annual vacation period, but must be taken within one (1) year of the date in-lieu time was earned. Employees of the Public Works, Integrated Waste Division, except clerical employees and certain designated employees of the City Fleet Division needed to support the, Integrated Waste Division operations, shall enjoy all the holidays listed above as they occur, except for Veteran's Day, November 11; the Friday after Thanksgiving Day and, the holidays observed the day before Christmas and the day before New Year's Day. Said employees shall receive an additional day's pay for each such holiday on which they are required to work. If such holidays occur on a normal day off for said employees, they shall receive no additional pay.

Holidays listed above shall be allowed on a Monday, if any such holiday falls on Sunday, and shall be allowed on the preceding Friday, if such holiday falls on a 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.

D. Effective January 1, 2006, upon separation from the City, employees shall be paid for ninety percent (90%) of his/her current holiday account.

SECTION 3 - Sick Leave

A. Definition: Sick leave means the absence from duty of an employee because of illness or injury, exposure to contagious disease or attendance upon a member of his/her immediate family who is seriously ill and requires the care of or attendance of any employee. Immediate family means: husband; wife; grandmother; grandfather; mother; father; sister; brother; son; daughter; uncle; aunt; mother-in-law; father-in-law; stepparents; stepchildren; grandchildren; and, step-grandchildren.

Sick Leave Usage for Family Members: Not more than eighty (80) hours of sick leave within any calendar year may be granted to an employee for the care of or attendance upon members of his/her immediate family, as defined above.

Not more than forty (40) hours of sick leave within any calendar year may be approved for an employee for each absence for purposes of attending the funeral of a member of the employees' immediate family. The City may require an employee to submit evidence of eligibility to use sick leave for purposes of attending the funeral of a member of the employee's immediate family.

Sick Leave Usage for Employees: Upon the department's request, an employee must provide a physician's statement to justify a sick leave of forty (40) consecutive hours or longer. If the Department Head finds with just cause that sick leave is being abused, the employee may be required to submit a doctor's statement.

No absence due to illness or injury in excess of forty (40) hours shall be approved, except after the presentation of satisfactory evidence of illness or injury. A certificate from a practicing physician or an authorized practicing chiropractor may be required by the Department or Division Head, and shall be subject to his/her approval concerning such 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 a 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 or Common Council shall have the right to require the presentation of a certificate from a practicing physician or a designated physician stating that an employee is physically or psychologically able to perform his/her work and duties satisfactorily before permitting an employee who has been on sick leave to return to work.

In order to receive compensation while absent on sick leave, employees shall notify their immediate supervisor or designee prior to or within thirty (30) minutes of the time set for beginning their daily duties, or as may be specified in Department/Division work rules.

Sick leave with pay shall be granted to all regular employees and to all temporary full-time employees whose positions are funded under federal law who are regularly employed in permanent or federally-funded positions, if such benefit is required by said federal law. Sick leave shall not be considered as a right which employees may use at their discretion, but shall be allowed only in case of necessity and actual personal sickness or disability, except as otherwise provided herein.

Whenever an employee is compensated hereunder for sick leave or injury and has not had a vacation at the end of the current calendar year, the employee must take vacation not utilized due to illness or injury during the next calendar year.

B. All full-time, regular employees who have completed the first six (6) calendar months of continuous service with the City shall be granted a sick leave accumulation of forty-eight (48) hours. After six (6) months or more of continuous service, employees who are compelled to be absent from work on account of illness or injury other than that which is compensable under Article V, Section 5, shall be compensated for sick leave, provided that such compensation shall cease upon the exhaustion of all accumulated sick leave. Employees shall not accumulate sick leave while compensated under the provisions of Article V, Section 5.

Time off with pay for sick leave shall be considered as time worked for purposes of the accrual of sick leave only. Sick leave usage shall not be decreased by the fact that any legal holiday occurs during the time off on account of illness. The words "legal holiday" shall have the meaning ascribed to them in Article V, Section 2. Sick leave shall not accumulate during periods of leave of absence without pay.

In the event an employee works less than fifty percent (50%) of the total normal work hours in the pay period, he/she shall accrue no sick leave for such pay period and shall not be credited with the four (4) hours sick leave. Sick leave may be accumulated without limit.

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

Whenever the employee uses all allowable sick leave, further absences may be charged against accrued vacation upon approval of the Department Head. If all allowable sick leave has been used and use of accrued vacation is disapproved, the employee will take loss of pay for the time not covered by allowable sick leave.

SECTION 4 - Payment of Sick Leave

A. Payment for Unused Sick Leave: Unused sick leave is payable at any resignation without prejudice (including death and retirement) up to a maximum of fifty percent (50%) of unused Sick Leave up to the 600-hour cap. Payment will be at current Council approved salary rates in the resolution.

For employees with over twenty (20) years of service, one hundred percent (100%) of all unused sick leave up to the 600-hour cap will be paid at resignation without prejudice.

B. Sick Leave Sell Back: Effective January 1, 2001, employees with perfect attendance in the previous calendar year will be allowed to cash out up to five (5) days (40 hours) of sick leave per year, providing the employee has at least 160 hours in their leave account after the sell back to be eligible. Employees must complete a sell back form, which must include the Department Head's signature to the Finance Department on or before February 15th each year. Payment for sick leave sell back hours will be compensated on the employee's March 31st payroll check.

SECTION 5 - Catastrophic Leave

Upon request of an employee who is experiencing catastrophic illness, and upon approval of the City Manager and/or Department Head, leave credits (vacation or floating holidays) may be transferred from one or more employees to the affected employee under the following conditions:

- A. Sick leave accruals cannot be transferred among employees.
- B. The employee with a catastrophic illness or injury has exhausted all other leave accruals and has completed at least one (1) year of continuous service with the City.
- C. The donation must be in four- (4) hour increments of vacation, compensatory time or floating holidays by employees who have completed at least one (1) year of continuous service with the City.
- D. Employees may not donate leave they would otherwise forfeit. For example, employees who are separating from City employment may donate leave only up to the amount of the payment they would receive upon separation.
- E. Donations shall be on a form developed by the Human Resources Department Head, signed by the donating employee, approved by the Department Head and verified by the Finance Department. Procedures shall be as approved by the City Manager.
- F. An appeal will be considered on a separate basis, if denied.
- G. Unused donated time that has been credited to the requesting employee's account will not be returned to the donor's account.

SECTION 6 - Injury Leave

Effective with the first day of necessary absence for industrial accident or illness leave, eligible employees will be approved to receive Workers' Compensation benefits. Each employee

shall be authorized upon his/her written request to utilize the balance of his/her accumulated sick leave, vacation, holiday account and compensatory time credit to augment the amount of temporary disability he/she receives, to the extent the total sum received will result in payment equal to his/her normal compensation. The utilization of sick leave for this purpose shall end with the termination of the temporary disability or when the accumulated sick leave credits have been exhausted, whichever occurs first.

When employees sustain what they believe to be an industrial injury or illness, they shall request an "Employee Claim for Workers' Compensation Benefits" form from the supervisor. The supervisor is required to give the employees this form within one (1) working day of the City being notified of the injury. The supervisor will log date and time employees were given form on Supervisor's Report of Injury. Employee must return Employees' Claim form to supervisor to begin the process of filing an industrial injury. In the event the employee is unable to prepare the form due to hospitalization, serious illness or injury, the supervisor or a member of the department/division staff shall prepare the required report.

The City shall have the right to require the employee to be examined by a physician designated by the City to assist in determining the length of time during which the employee will be unable to perform the assigned duties, and if the disability is attributable to the injury involved.

Should there be a dispute between the physician selected by the City and the physician selected by the employee, a third physician shall be mutually agreed upon between the employee and the City to examine the employee to assist in making necessary medical determinations.

If an employee is receiving disability payments, he/she shall be entitled to use only as much sick leave or vacation as, when added to the disability payments, will provide for a full day's pay.

SECTION 7 - Leave of Absence Without Pay

Leave of absence without pay is a temporary, non-pay status and absence from duty granted at the request of the employee. Leave of absence without pay may be granted by the City Manager for a period not to exceed six (6) months, upon the positive recommendation of the Department Head. Under justifiable conditions, said leave may be extended by the City Manager for additional periods. Leave of absence without pay will be considered favorably, if it is 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 of interest to the City. Examples of or conditions for which a leave of absence without pay may be granted are:

- A. For an employee who is a disabled veteran requiring medical treatment;
- B. For an employee who is temporarily mentally or physically unable to perform his/her duties;

- C. For an employee who files for or assumes elected office;
- D. For maternity or paternity leave beyond that required by Federal and State Law, upon the recommendation of a physician;
- E. For military leave when the employee has less than one (1) year service to qualify for leave with pay;
- F. For Union activities, upon designation by the Union.

An approved leave of absence without pay for sixty (60) days or less in any calendar year will not be considered a break in service. Leave in excess of sixty (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 abandonment of the position pursuant to Rule 507 of the Rules of the Civil Service Board and shall be prosecuted consistently therewith.

The City's contribution towards an employee's health and life insurance premium will not be extended beyond the last day of the month in which a leave of absence without pay begins, if the leave of absence without pay becomes effective during the first fifteen (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 fifteenth day of the month, unless the employee returns to work from leave of absence without pay status prior to the date the City's contribution would be accumulated. In the event the employee desires to maintain full health and life insurance coverage while on leave of absence without pay status, he/she may arrange to pay the insurance premiums for the coverage desired (both the employee and employer portions). It is the responsibility of the employee to contact the City's payroll section in this regard. The payment of the amount of the premiums must be made to the City's 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/her employment with the City is terminated.

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 terminated between the first and the fifteenth day of the month, or on the first day of the next succeeding month, if the leave of absence without pay terminates after the fifteenth day of the month.

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/her employment with the City.

In circumstances in which either the Federal Family and Medical Leave Act, the California Family Rights Act, California Pregnancy Disability Leave Law, American with Disabilities Act, Pregnancy Discrimination Act or Fair Employment and Housing Act apply, the City shall adhere to the requirements of the applicable Acts.

SECTION 8 - Witness Leave

Employees shall only be entitled to a paid leave of absence when subpoenaed to testify as a witness in civil litigation involving the City, such subpoena being properly issued by a court, agency or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. Employees shall only be entitled to paid witness leave if they provide a copy of the subpoena to the City within twenty-four (24) hours of receipt.

SECTION 9 - Blood Donations

Unit members who donate blood in the interest of the City without receiving compensation for such donation may have the required time off with pay with prior approval of the immediate supervisor for each such donation. This benefit shall not be changed to any accumulated leave; provided however, if the employee is unable to work after such donation, time may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the appointing authority to receive this benefit.

SECTION 10 - Election Leave

Employees may request time off to vote in accordance with Resolution No. 89-38, as may be amended. This is attached as an exhibit to the MOU.

SECTION 11 - Military Leave

Unit members on leave for military duty shall be compensated pursuant to California Military and Veterans Code Sections 395, et seq. and the Federal Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. §§ 4301 et seq. The specific compensation and reemployment rights of individual employees shall be determined based upon the applicable requirements of the aforesaid State and Federal law, copies of which may be obtained through the Department of Human Resources. All military service shall be counted as City service when calculating whether the employee has twelve (12) months of service with the City.

Replacements for unit members on military leave will be hired with regular (rather than temporary) position status. However, they will be subject to layoff when unit employees on leave return.

SECTION 12 - Jury Duty

Every general permanent employee of the City of San Bernardino and every employee whose position is funded under federal law or is employed in a federally funded position, if such benefit is required by said federal law, are covered by this section.

Employees shall provide prior notice to their supervisors regarding jury service. In cases where the completion on any day of such jury service does not exceed a period of four (4) hours duration of the employee's assigned work shift, it shall be the responsibility of the employee to return to work within a reasonable time after his/her release or discharge from such jury service on that day. However, where such employee is required to continue in jury service for a period in excess of four (4) hours duration on any such regularly scheduled working day, said employee shall not be required to work on that same day of his/her release or discharge from jury duty. If the start of the employee's shift is two (2) hours or more prior to the commencement of jury duty, the employee shall be required to report to work. This is subject to adjustment based on the location of jury service.

Under such circumstances of compensable jury service, every general permanent employee or every federally funded general employee as aforesaid, shall be paid their regular pay, less jury duty fees while serving on jury duty, provided a copy of all jury fees paid to the individual employee, less automobile expenses allowed, are submitted to the City Finance Department.

Employees shall notify their superiors of any call for jury service promptly upon receipt of notice thereof, and of any absence from duties due to such jury service in order that a replacement or substitute may perform their duties. When an employee fails to promptly report the receipt of a call to jury service when so required, or fails to promptly notify their superiors regarding the absence for jury service, said employee shall be considered as absent without leave and no salary compensation shall be paid.

In the event, during the course of any jury service, an employee is ordered by a judge or other officially recognized judicial body into a state of sequester, the employee shall be paid the regular wage during such time of sequester without supplement from any accrued bank of time.

Any employee who is summoned to Grand Jury Service shall be entitled to all benefits, restrictions and requirements of this section.

The City will pay for up to fifteen (15) working days in a calendar year of a covered employee who is required to serve jury duty.

Whenever a covered employee is duly summoned as a witness, except where the employee is a litigant or defendant in a criminal case or any action brought about as a result of his or her own misconduct, he or she shall receive regular compensation for any regularly scheduled working hours spent in actual performance of such service.

ARTICLE VI - WORKING CONDITIONS

SECTION 1 - Work Periods

A. City Work Schedules: City work schedules shall be as herein defined, except as otherwise provided for:

1. 5/40 Work Schedule: The 5/40 work schedule shall consist of a forty- (40) hour work week consisting of five (5), eight (8) hour work days, exclusive of any meal periods assigned by management.

2. 9/80 Work Schedule: The 9/80 work schedule shall consist of eighty (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.

3. 4/10 Work Schedule: The 4/10 work schedule shall consist of a forty- (40) hour work week consisting of four (4), ten (10) hour work days, exclusive of any meal periods assigned by management.

Work schedules shall be posted on all department bulletin boards showing the employees' shift, work days and where known, hours.

B. Work Schedule Adjustments: It is understood and agreed that Department Heads shall establish such work schedules as may be necessary for the efficient and economical provision of services for the public, and to make such adjustment in work shifts as are from time to time required. The City shall give the employees and the Union two (2) weeks' notice of any proposed changes in scheduled work shifts prior to implementation. If the Union wishes to consult with management regarding the proposed changes, it shall notify the City within seven (7) calendar days from receipt of notice. Upon notification by the Union, both parties shall meet within ten (10) calendar days in an earnest effort to reach a mutually satisfactory resolution of any problems arising as a result of the proposed changes. Work schedule changes resulting from an emergency situation or circumstances, which disrupt normal City operations as determined by the Department Head, are not bound by the two- (2) week notice requirement.

If a light-duty assignment for an employee will result in a shift change, e.g., from day shift to graveyard shift, the City shall give the employee and the Union two (2) weeks' notice of any proposed shift changes prior to implementation. The procedures described in the first paragraph of Section B above shall apply.

1. This section does not include minor adjustments in the starting and ending times of employee shifts

2. During the two-week notification period, the employee continues on current status/schedule.

SECTION 2 - Physical Examinations

The City shall pay medical fees for the physical examination of any unit member within the unit of representation when such examination is required and directed by the City after employment. The City may arrange with a physician or medical group for such examination, or if the situation warrants, the City may authorize an employee to be examined by a doctor of his/her choice. In the event an employee is authorized to be examined by a doctor of his/her choice, reimbursement shall be made by the City for the cost thereof, provided, however, that the amount of reimbursement shall not exceed the cost the City would have paid its contract physician or medical group.

SECTION 3 - Probationary Period

All new or newly promoted employees must serve a one (1) year probationary period.

SECTION 4 - Seniority

Department Heads will consider seniority in authorizing vacations, scheduling shift assignments and transfers. Seniority shall prevail when all other factors are not significantly different. "All other factors" is defined as special qualifications, skills, work performance, as well as attendance and safety. An employee shall not attain seniority until the completion of a probationary period, upon which time the seniority date shall be from the last date of hire within the department, division or section. In the event of layoffs, due to lack of work or funds that the department deems it necessary to reduce the working force, the last employee hired within the classification so reduced shall be the first laid off unless he/she possesses special qualifications or whose loss of skills would adversely affect the public welfare or has superior work performance that can be documented.

Emergency, temporary and provisional employees shall be laid off in that order prior to the layoff of permanent employees in the same class. In a department where there is more than one class having equal rates of compensation, any probationary or regular employee subject to layoff under this rule shall, in lieu thereof, be allowed a transfer to a position in one of the other classes of equal compensation for which he/she possesses the minimum requirement of knowledge, skill and experience provided that the employee subject to layoff has longer service in his/her class. Any regular employee subject to layoff under this rule shall, in lieu thereof, be allowed a demotion to the next lower class of his/her department in which the employee subject to layoff possesses the minimum requirements of knowledge, skill and experience and shall become the senior employee of that class for the purposes of this rule. Any employee laid off or demoted to a lower class or transferred to an equal class under this section shall have the right for two (2) years to be reemployed, transferred or promoted to their former class or any lower class upon the first vacancy occurring in any such class in the department provided he or she possesses the minimum requirements of knowledge, skill and experience for such vacancy and such rights shall take precedence over the regular employee or promotion lists. An employee so reinstated from the reemployment preferred register shall regain tenure-seniority for prior service. Notice

of reduction in force shall be presented to the Union and the affected employees. Such notice shall be in writing by the Human Resources Department. An employee shall be given at least thirty (30) days' notice prior to layoff.

SECTION 5 - Reasonable Suspicion Drug and Alcohol Testing

In addition to employees already covered under the Department of Transportation (DOT) drug and alcohol testing, all General Unit employees will participate in reasonable suspicion drug and alcohol testing, following the reasonable suspicion Drug/Alcohol Testing Procedure described in the City of San Bernardino's Policy on Drug and Alcohol Testing of Employees with Commercial Driver's Licenses. (Exhibit 4)

If a supervisor has a reasonable suspicion that an employee has been abusing drugs or alcohol, that supervisor will take one of the steps listed below prior to referring an employee for a test, and will document his/her observations on a reasonable suspicion checklist:

A. Seek the concurrence of another supervisor if a second supervisor is in the immediate vicinity; or,

B. Notify his/her Department Director, Assistant Director or immediate supervisor if a second supervisor is not in the vicinity.

The conduct of the employee must be witnessed by a supervisor who has received training consisting of at least two (2) hours on identification of actions, appearance or conduct which are indicative of the use of drugs or alcohol. A supervisor must directly observe and document the behavior. Reasonable suspicion may not be based on hearsay.

Training will be provided by DOT certified trainers. Training will be provided to all current Middle Management Unit supervisors following ratification of this MOU. The training will be videotaped for the purpose of training newly appointed supervisors and serve as refresher training for all supervisors, as needed. Follow-up training classes will be provided to newly appointed supervisors in a group session when that number reaches five (5) or more.

In addition to training supervisors, the City will offer an overview to full-time regular employees in the detection of drug and alcohol use.

ARTICLE VII - GENERAL PROVISIONS

SECTION 1- Waiver Clause

The parties acknowledge that during the meet and confer process which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law, City Charter, ordinance, resolution, personnel and departmental rules and regulations, from the scope of negotiable issues and that the understandings arrived at by the parties after the exercise of that right and opportunity are set

forth herein. Therefore, the City and the Union, for the life of this MOU, each voluntarily and unqualifiedly waives the right to meet and confer and 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 or with respect to any subject or matter not specifically referred to or covered in this MOU, even though such subject or 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 MOU.

SECTION 2 - Severability

It is understood and agreed that this MOU is subject to all current and future applicable federal and state laws and regulations and the current provisions of the charter, ordinances, resolutions and of the rules and regulations of the City. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of those federal, state or city enactments, or it is otherwise held to be invalid or unenforceable by any court or competent jurisdiction, such part or provision shall be superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby. The parties hereto agree to refrain from initiating any action that would invalidate any part of the MOU.

SECTION 3 - Printing of Memorandum of Understanding

The City shall pay one-half (1/2) of the cost of printing the MOU. The City shall distribute the MOU to the bargaining unit and new employees. The City will provide an initialed/signed distribution list of employees to the Union after distribution of the MOU.

SECTION 4 - Term of Memorandum of Understanding

The term of this MOU extends through June 30, 2012. If negotiations regarding an MOU are in progress at the time the current MOU expires or if the parties are at impasse, the current MOU shall remain in effect until a successor MOU is adopted by the Mayor and Common Council.

The City agrees to a reopener in January 2012 to discuss health care costs and health plans only.

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, such requested meeting shall be held at least one hundred twenty (120) days before the expiration of the MOU. 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.

GENERAL UNIT EMPLOYEES'
MEMORANDUM OF UNDERSTANDING
2011-2012

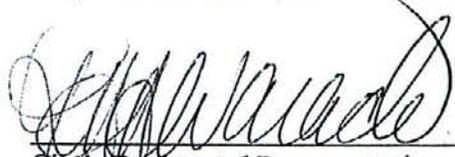
Executed this 20th day of June 2011.



Mayor
City of San Bernardino



International Union of
Operating Engineers (IUOE)



City's Designated Representative





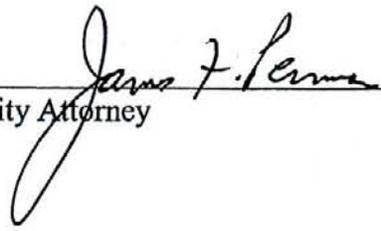


ATTEST:



City Clerk

Approved as to form:



City Attorney

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2011-218

1 **RESOLUTION OF THE CITY OF SAN BERNARDINO AMENDING**
 2 **RESOLUTION NO. 6413, SECTIONS TEN, ELEVEN, TWELVE, AND FOURTEEN,**
 3 **ENTITLED IN PART "A RESOLUTION...ESTABLISHING A BASIC**
 4 **COMPENSATION PLAN...", BY UPDATING INFORMATION CODIFYING PRIOR**
 5 **COUNCIL ACTIONS (GENERAL, MIDDLE-MANAGEMENT, AND CONFIDENTIAL**
 6 **& MANAGEMENT).**

<u>RANGE</u>	<u>LOW STEP</u>	<u>HIGH STEP</u>	<u>CLASSIFICATION TITLE</u>
(1360) (Continued)	2673	3250	Parking Enforcement Officer SB Direct Call Taker SB Direct Call Taker (Bilingual) Senior Warehouse/Delivery Driver Tire Maintenance Mechanic
(1370)	2810	3416	Departmental Accounting Technician Fleet Parts Storekeeper Police Fleet Maintenance Expediter Reprographics & Mail Technician SBETA Workforce Analyst I Senior Customer Service Representative/ Dispatcher
(1380)	2954	3591	Administrative Assistant Crime Analysis Support Assistant Equipment Service Worker Integrated Waste Customer Service Representative Library Technician II Maintenance Worker II Park Maintenance Worker II Senior Parking Enforcement Officer Tree Trimmer Assistant
(1390)	3105	3774	Animal Control Officer Community Service Officer II Environmental Project Specialist Human Resources Technician Library Network Assistant Program Manager, RSVP Property & Evidence Technician I (Flex) Senior Integrated Waste Operator Senior SB Direct Call Taker Street Sign Worker Survey Technician I (Flex) Tree Trimmer I

2011-218

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 6 **& MANAGEMENT).**

<u>RANGE</u>	<u>LOW STEP</u>	<u>HIGH STEP</u>	<u>CLASSIFICATION TITLE</u>
(1400)	3264	3967	Accounts Payable Technician Cemetery Services Specialist Code Compliance Officer I Equipment Mechanic I (Flex) Facilities Maintenance Mechanic Fire Dispatcher I (Flex) Fire Equipment Mechanic I (Flex) Lead IW Customer Service Representative Lead Street Sign Worker Park Maintenance Worker III Police Dispatcher I (Flex) Program Manager, SCP SBETA Workforce Analyst II Senior Administrative Assistant Sewer Maintenance Worker Tree Trimmer II Workers' Compensation Technician
(1410)	3431	4170	Assistant Buyer Development Services Technician Electrician I (Flex) Executive Assistant Fire Prevention Technician Fleet Parts Technician Forensics Specialist I (Flex) Landscape Inspector I (Flex) Motor Sweeper Operator Police P & T Technician
(1420)	3606	4383	Equipment Mechanic II Fire Dispatcher II Fleet Fabrication Welder HAZMAT Technician Heavy Equipment Operator Lead Maintenance Worker Lead Motor Sweeper Operator Librarian I (Flex)

2011-218

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 6 **& MANAGEMENT).**

<u>RANGE</u>	<u>LOW STEP</u>	<u>HIGH STEP</u>	<u>CLASSIFICATION TITLE</u>
(1420) (Continued)	3606	4383	Library Admin Technician/Webmaster Library Computer Lab Coordinator Police Dispatcher II Police Training Coordinator Property & Evidence Tech. II Senior Library Technician Survey Technician II
(1430)	3791	4607	Asset Forfeiture Analyst Construction Inspector I (Flex) Electrician II Engineering Assistant I (Flex) Fire Equipment Mechanic II IW Field Inspector Landscape Inspector II Lead Park Construction & Maintenance Worker Planning Aide Plumber Pump Mechanic Rangemaster Recreation Therapist Traffic Signal Technician I (Flex)
(1440)	3984	4843	Accountant I Assessment District/Real Property Specialist Building Inspector I (Flex) Fire Public Education Officer Forensics Specialist II HVAC Mechanic Lead Park Maintenance Worker Librarian II Literacy Program Coordinator Senior Survey Technician Weed Abatement Coordinator

1 **RESOLUTION OF THE CITY OF SAN BERNARDINO AMENDING**
 2 **RESOLUTION NO. 6413, SECTIONS TEN, ELEVEN, TWELVE, AND FOURTEEN,**
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 4 **COMPENSATION PLAN...", BY UPDATING INFORMATION CODIFYING PRIOR**
COUNCIL ACTIONS (GENERAL, MIDDLE-MANAGEMENT, AND CONFIDENTIAL
& MANAGEMENT).

	<u>RANGE</u>	<u>LOW STEP</u>	<u>HIGH STEP</u>	<u>CLASSIFICATION TITLE</u>
5				
6	(1450)	4188	5091	Code Compliance Officer II Crime Analyst Engineering Assistant II Fire Prevention Officer Lead Equipment Mechanic Lead Sewer Maintenance Worker Traffic Signal Technician II
7				
8				
9				
10	(1460)	4402	5351	Assistant Planner (Flex) Building Inspector II Construction Inspector II Plans Examiner I (Flex)
11				
12				
13	(1470)	4627	5625	Traffic Signal Technician III
14	(1480)	4864	5912	Engineering Assistant III
15	(1490)	5113	6215	Building Inspector III Construction Inspector III Fire Plans Examiner/Systems Inspector Mobile Home Park Inspector Plans Examiner II
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RESOLUTION OF THE CITY OF SAN BERNARDINO AMENDING RESOLUTION NO. 6413, SECTIONS TEN, ELEVEN, TWELVE, AND FOURTEEN, ENTITLED IN PART "A RESOLUTION...ESTABLISHING A BASIC COMPENSATION PLAN...", BY UPDATING INFORMATION CODIFYING PRIOR COUNCIL ACTIONS (GENERAL, MIDDLE-MANAGEMENT, AND CONFIDENTIAL & MANAGEMENT).

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the Mayor and the Common Council of the City of San Bernardino at a joint regular meeting thereof, held on 18th day of July, 2011, by the following vote, to wit:

COUNCILMEMBERS:	AYES	NAYES	ABSTAIN	ABSENT
MARQUEZ	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
VACANT	<u> </u>	<u> </u>	<u> </u>	<u> </u>
BRINKER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
SHORETT	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
KELLEY	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
JOHNSON	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
MCCAMMACK	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Rachel G. Clark
Rachel G. Clark, City Clerk

The foregoing resolution is hereby approved this 21st day of July, 2011.

Patrick J. Morris
Patrick J. Morris, Mayor
City of San Bernardino

Approved as to form:

JAMES F. PENMAN,
City Attorney

By: *James F. Penman*

HR/Agenda Items: Reso.6413.All Salaries.2011

RESOLUTION NO. 89-38

1
2 RESOLUTION OF THE CITY OF SAN BERNARDINO
3 ESTABLISHING THE PRIVILEGES OF VOTERS AS SET FORTH IN THE
4 CONDUCT OF ELECTIONS CODE.

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

7 SECTION 1. Employees' time off to vote

8 If a voter does not have sufficient time outside of
9 working hours to vote at a City, statewide or national
10 election, the voter may, without loss of pay, take off
11 enough working time which when added to the voting time
12 available outside of working hours will enable the voter
13 to vote.

14 No more than two hours of the time taken off for
15 voting shall be without loss of pay. The time off for
16 voting shall be only at the beginning or end of the
17 regular working shift, whichever allows the most free
18 time for voting and the least time off from the regular
19 working shift, unless otherwise mutually agreed.

20 If the employee on the third working day prior to
21 the day of election, knows or has reason to believe that
22 time off will be necessary to be able to vote on election
23 day, the employee shall give the supervisor at least two
24 working days written notice that time off for voting is
25 desired.

26 SECTION 2. Employers' notice; posting

27 Not less than 10 days before every city, statewide
28 or national election, the City shall keep posted
conspicuously at the place of work, if practicable, or

1 elsewhere where it can be seen as the employees come or
2 go to their places of work, a notice setting forth the
3 provisions of Section 1 above.

4 I HEREBY CERTIFY that the foregoing resolution was
5 duly adopted by the Mayor and Common Council of the City
6 of San Bernardino at a regular meeting thereof, held
7 on the 20th day of February, 1989 by the following
8 vote, to wit:

9
10 **AYES:** Council Members Estrada, Reilly, Flores, Maudsley, Minor, Miller

11 **NAYS:** None

12 **ABSENT:** Council Member Pope-Ludlam

13

14

15

Anna Clark
City Clerk

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17

The foregoing resolution is hereby approved
this _____ day of February, 1989.

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19

Evelyn Wilcox
EVELYN WILCOX, Mayor
City of San Bernardino

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Approved as to form
and legal content:

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James F. Perona
City Attorney

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REASONABLE SUSPICION

The City shall require an employee to be tested, upon reasonable suspicion, for the use of drugs or alcohol.

An employee shall submit to testing, upon reasonable suspicion, for the use of drugs or alcohol when requested to do so by their supervisor.

The conduct must be witnessed by at least one supervisor. The witness or witnesses must have received training in the identification of actions, appearance or conduct of an employee which are indicative of the use of drugs or alcohol.

The documentation of the employee's conduct shall be prepared and signed by the witness(es), and the department or division head notified, utilizing the Observed Behavior – Reasonable Suspicion Record Form, (see attached), within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.

"Reasonable Cause/Suspicion" means that the employer/supervisor believes that the actions, appearance, speech, body odors or conduct of an on-duty employee are indicative of the use of drugs, alcohol or other controlled substances. The witness(es) must directly observe the behavior. Hearsay or second-hand information is not sufficient cause to require an employee to submit to a drug test. The determination that a reasonable suspicion exists to require an employee to undergo an alcohol test must be based on specific, objective, contemporaneous, articulable facts concerning the behavior, appearance, speech or body odors of the employee. It must be based upon observations of the supervisor making the determination, and may not be based upon hearsay. The supervisor(s) witnessing the impairment must document the specific observations upon which the reasonable suspicion is based.

Alcohol testing may be performed only if the observations upon which reasonable suspicion are based are made during, just preceding or just after the period of the work day that the employee is required to be in compliance. An employee may be directed to undergo a reasonable suspicion alcohol test just before, during or just after performing safety-sensitive functions.

If an alcohol test is not administered within two (2) hours following a reasonable suspicion determination, the supervisor shall document the reasons for the delay. If an alcohol test is not administered within eight (8) hours, the test shall not be administered, and the supervisor shall document the reasons.

1. The number of drug tests conducted annually shall equal or exceed 50% of the average number of employees for which testing is required. Random alcohol tests shall equal or exceed 25% of employees.
2. The City shall use random selection process to select and request an employee to be tested for the use of alcohol or controlled substances.
3. An employee shall submit to alcohol or controlled substance testing when selected by a random selection process used by the City.

To assure that the process is in fact random, all covered employees, whether or not they have been chosen for testing in the past, will remain in the pool of employees for each subsequent period. This procedure assures that- the probability of any individual being selected each period is always the same, whether or not the individual was selected in a previous period.

Selecting Employees for Drug Testing:

Covered employees shall be assigned numbers. Under a computerized system, a random number generating program is loaded into a computer along with the names or identification numbers for the covered employees. This list of names will be checked regularly by a third party who is not a City employee for additions or deletions. The computer then generates a list of employees to be tested during the current testing period.

The selection process is repeated until the required number of employees are selected. Once the list of test subjects is generated, employees should not be informed that they have been selected until they must report for testing. **Advance notice of testing shall not be given.** As in all types of tests, accurate records of the details of testing must be kept and confidentiality maintained at all times.

(Attachment A)

OBSERVED BEHAVIOR- REASONABLE SUSPICION RECORD

This form applies only to employees with Commercial Drivers' Licenses who are covered under DOT regulations.

Employee: Name: _____ . Identification Number. _____

Observation:

Date: _____ Time: (from _____ am/pm: to _____ am/pm)

Location:

(Street) (City) (State) (Zip)

CAUSE FOR SUSPICION:

1. Presence of Drugs and/or Drug Paraphernalia (specify): _____

2. Appearance: _____ Normal _____ Flushed _____ Puncture Marks
_____ Disheveled _____ Bloodshot Eyes _____ Inappropriate
_____ Dilated/Constricted Pupils _____ Profuse Sweating
_____ Dry-Mouth Symptoms _____ Runny Nose/Sores
_____ Tremors _____ Inappropriate wearing of sunglasses

Other: _____

3. Behavior/ _____ Normal _____ Incoherent _____ Slurred _____ Silent
Speech: _____ Confused _____ Slowed _____ Whispering

Other: _____

4. Awareness: _____ Normal _____ Confused _____ Mood Swings _____ Euphoria
_____ Lethargic _____ Lack of Coordination _____ Paranoid _____ Disorientated

Other: _____

5. Motor Skills/

Balance: _____ Normal _____ Swaying _____ Falling _____ Staggering

Other: _____

6. Walking &

Turning: _____ Normal _____ Swaying _____ Arms Raised for Balance
_____ Stumbling _____ Falling _____ Reaching for Support

Other: _____

7. Other Observed Actions or Behavior (specify): _____

QUESTIONS:

1. Do you have any medical problems for which you are currently being treated? _____
 If yes, what are you being treated for? _____
 What is your doctor's name, address, and telephone number? _____

2. Are you taking any medication? If yes, what medication and for what reason?

3. Do you have any medical problems for which you are not currently being treated? _____ If yes, describe _____

4. Are you using any type of drug? _____ If yes, what? _____
 When? _____ Where? _____ With whom? _____

5. Have you had alcohol, alcoholic beverages, other substances with alcohol in it? _____ If yes, what? _____ When? _____
 Where? _____ With whom? _____

Witnessed by:

		am/pm
(Signature)	(Title)	(Date)
		am/pm
(Signature)	(Title)	(Date)

This document must be prepared and signed by the witness(es) within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.

Work Performance:

Date: _____ Time: _____ Location: _____

Cause for Suspicion:

- | | |
|--|--|
| <p>_____ Unusual or Distinct Pattern of Absenteeism and/or Tardiness</p> <p>_____ Frequent complaints of illness Negatively affecting work performance</p> <p>_____ Increased high/low periods of productivity</p> <p>_____ Frequent lapses in concentration and/or judgement</p> <p>_____ Repeated difficulty in recalling instructions</p> | <p>_____ Frequent accidents, mistakes</p> <p>_____ Frequently misses deadlines or takes more time to complete job than necessary</p> <p>_____ Takes needless risk</p> <p>_____ Disregard for safety of others</p> <p>_____ Frequent complaints from co-workers</p> <p>_____ Frequently borrowing money from co-workers</p> <p>_____ Constantly complaining</p> <p>_____ Bringing domestic or personal problems to work</p> |
|--|--|

Other: _____

Incident(s)

Observed: _____

Date: _____ Time: _____ am/pm Location: _____

Comments: _____

Name: _____ Signature: _____ Date: _____

(Please Print)

Supervisor's

Comments: _____

Name: _____ Signature: _____ Date: _____

(Please Print)

Employee's

Response: _____

Name: _____ Signature: _____ Date: _____

(Please Print)

