

POLICE DISPATCH EMPLOYEES

MEMORANDUM OF UNDERSTANDING

**Made and Entered into Between
The City of San Bernardino
and
The San Bernardino Police Dispatch Association**

July 1, 2021, to June 30, 2025

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DEFINITION OF TERMS

<u>City:</u>	The City of San Bernardino
<u>Day:</u>	As it pertains to a sick leave day or a vacation day, one (1) “day” equals ten (10) hours, unless otherwise specified.
<u>Exclusion:</u>	Excluded from Police Dispatch 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>Police Dispatch:</u>	Includes titles listed in the City’s Salary Schedule, as may be amended. Additional titles in the unit may be established by the Mayor and City 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 their probation period.
<u>Association:</u>	The exclusive bargaining representative for Police Dispatch employees.

ARTICLE I
ADMINISTRATION

Section 1 – Parties to Memorandum of Understanding

The Memorandum of Understanding is made and entered into by and between the City of San Bernardino (“City”) and the Police Dispatch Employees represented by the San Bernardino Police Dispatch Association (SBPDA), pursuant to Government Code Sections 3500 et seq.

Section 2 – Recognition

The City hereby recognizes the SBPDA as the exclusive representative for the purpose of meet and confer with respect to wages, hours, terms and conditions of employment for all employees within the classifications as set forth below:

Police Dispatcher I
Police Dispatcher II

Should any valid federal or state law or formal determination of any board or court of competent jurisdiction affect any provisions, those affected provisions shall be made to conform to the law or determination and otherwise this MOU shall continue in full force and effect.

Nothing in the above shall be construed as requiring an employee to join the recognized Association nor to maintain his or her membership in the recognized Association as a condition of employment.

Section 3 – Management Rights

This 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 4 – 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 Association 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 SBPDA concurrence.

Section 5 – Agency Personnel Rules

A. Purpose. 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 the applicable City of San Bernardino Municipal Code; The City of San Bernardino Uniform Personnel Rules and Policies, 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 provisions modified by the City Council in accordance with federal or state laws, orders, regulations, official instructions or policies.

B. Department Work Rules. The City may prepare, issue and enforce rules and safety regulations necessary for the safe, orderly, and efficient department operations. 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 Association 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.

The Police department will provide a copy of updates to Departmental Work Rules as they occur.

C. MOU Personnel Rules. The City represents that in implementing Section 508 of the City of San Bernardino's new Charter that became effective on January 31, 2017, the following provisions shall be included as part of the City's uniform policies:

- a) Article I, Section 5, Contract for Services
- b) Article II, Section 4, Grievance Procedure
- c) Article II, Section 6, Skelly Rights
- d) Article II, Section 7, Non-Discrimination
- e) Article II, Section 8, Personnel Files
- f) Article II, Section 9, Bulletin Boards
- g) Article IV, Section 4, Education Tuition Assistance
- h) Article IV, Section 6, Employee Assistance Program (EAP)
- i) Article V, Section 5, Catastrophic Leave
- j) Article V, Section 6, Injury Leave
- k) Article V, Section 7, Leave of Absence without Pay
- l) Article V, Section 8, Witness Leave
- m) Article V, Section 11, Military Leave
- n) Article V, Section 12, Jury Duty
- o) Article VI, Section 2, Physical Examinations
- p) Article VI, Section 3, Probationary Period
- q) Article VI, Section 4, Seniority
- r) Article VI, Section 5, Reasonable Suspicion Drug and Alcohol Testing

The above Sections will be attached to this MOU as Appendix A and will be considered as part of this MOU. In addition, these Sections will be included as part of the City's uniform personnel policies and/or part of the City of San Bernardino's Municipal Code.

Section 6 – Safety Committee

There is established a City-wide Safety Committee in which the Police Dispatch Employees has membership. The SBPDA shall appoint two (2) members to the Safety Committee. The appointments should not include more than one member and one alternate from each City Department. The Committee will review all recordable accidents (both City equipment and personal injury of City employee) and make recommendations to the City Manager or their designee for all corrective actions in establishing better job safety.

The Committee will improve safety communications throughout the City and review each accident on or off City property. The Committee will investigate all "industrial type" accidents and "vehicular" accidents and make recommendations on how the accident could have been prevented. The Committee 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, Association 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.

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

Section 7 – Labor-Management Committee

The SBPDA will designate two (2) representatives to meet with the City on a mutually agreeable basis to discuss matters pertinent to the welfare of the City and employees. The Association may have additional representatives present when appropriate for the discussion of scheduled matters. Normally, such meeting shall be during working hours.

Section 8 – Employee Representatives

SBPDA may designate no more than two (2) representatives who will be allowed reasonable release time to contact SBPDA Business Representatives and participate in

required committee meetings. Association representatives shall not receive any additional time or compensation for the designation. Association representatives will not represent Police Dispatch employees in disciplinary action meetings, investigation interviews, and/or any meeting that may lead to disciplinary action. SBPDA shall provide the City an initial list of stewards and thereafter upon request by the City. The position of association representative shall not interfere with the daily operations of the City.

ARTICLE II **EMPLOYER-EMPLOYEE RELATIONS**

Section 1 – Recognition/Association Security

The City hereby acknowledges that the SBPDA is recognized by the City as the exclusive representative for the Police Dispatch 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 Association as exclusive representative shall not be compromised thereby. If a unit member does not wish to be represented by the Association in matters pertaining to grievances and disciplinary appeals and wishes to represent themselves, such member shall be required to provide the Association and the City with a signed statement waiving the right to Association 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 Association 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 Association 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 Association 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 Association Dues/Service Fees

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

The City shall not be liable to the Association, employees or any other persons by reason of the requirements of this section for the remittance of any sum other than those constituting actual deductions made from the employee wages earned. The Association shall hold the City harmless from any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of, or by reason of, action taken by the City under this section.

Section 4 - Budget Documents

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

Section 5 – New 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 Association to make a presentation at employee orientations.

New employee orientation means an “in person” meeting designated as such and scheduled with representatives of the City to advise and inform new employees of their employment benefits, responsibilities, City Rules, and other similar related matters.

Notice Requirements

The City will make every effort to provide written notice (by email, letter, or text) to the Association of all new employee orientations. The Association’s exclusive representative shall receive not less than 10 days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer’s operations that was not reasonably foreseeable. The new employee orientation notice provided to the Association shall include the date, time, and location of the orientation. This will allow for proper scheduling to ensure that a representative from the Association are available to meet with the employee prior to or following the orientation session. If the Association or its representative are not available on the day or time the City has scheduled its orientation, the City will allow the Association to meet with the new employee within 30 calendar days of hire.

During the new employee orientation, the City shall make every effort to provide a written statement, obtained from the Association to each new employee hired into a position/classification represented by the Association, that the employee’s position is represented by the Association. To properly identify current Association leaders, the Association will provide a roster of representative(s) to the City prior to such orientation.

The Association will be provided the opportunity for one (1) representative to meet with the new employee for up to 45 minutes of uninterrupted private time prior to or following

new employee orientation. The Association may provide written materials, including a packet of information, to the new employee(s). The Association agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with City business and activities and to comply with all City policies and procedures.

The Association's presentation will be conducted during paid City time as a regular part of the new employee orientation. At no time shall any Association member incur any overtime or additional costs to the City. The Association will provide the Human Resources Department, at least 48 working hours in advance notice, of the name of the association member who they wish to attend the orientation.

Section 6 - New Employee Information

Upon request by the Association, the Human Resources Department will furnish the Association with information on new Police Dispatch employees, excluding their home addresses. Data will include name, job title, department, work location, work, home and personal cellular telephone numbers, and personal email addresses on file.

Section 7 - Association Logos

A. Police Dispatch employees wishing to demonstrate their support for, or affiliation with, SBPDA shall be permitted to wear an Association 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.

C. Police Dispatch employees will be permitted to wear an Association 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

Effective the first full pay period following July 1, 2021, the salary ranges for all unit members shall be increased by four and thirty-five hundredths percent (4.35%) to reflect a cost of living adjustment (COLA), effective the first full pay period following July 1, 2022, the salary ranges for all unit members shall be increased by four and thirty-five hundredths percent (4.35%), effective the first full pay period following July 1, 2023, the salary ranges for all unit members shall be increased by three percent (3%), effective the first full pay period following July 1, 2024, the salary ranges for all unit members shall be increased by three percent (3%). All salary ranges for classifications represented by the SBPDA shall be amended by the City Council in accordance with these provisions.

Section 2 – Classification and Compensation Study

The City agrees to implement the classification and compensation study (“Study”) that was conducted during fiscal year 2019-2020. Effective the first full pay period following July 1, 2021, members would be moved to the minimum of their new compensation range. When an employee falls out of range, the member’s current compensation is less than the bottom step of the new compensation range, the member will be moved to the bottom step of the new compensation range. Any employee within the range of the updated compensation range will be eligible for an increase at their annual merit increase date

The City agrees to conduct a classification and salary study (“Study”) during fiscal year 2024-2025. The purpose of the Study will be to review current SBPDA employee classifications and propose revisions that provide fair and rational internal and external relationships. A joint job evaluation/compensation committee will be established to review the Study recommendations and develop a plan for implementing the study. The City and the SBPDA agree to address any salary adjustments to individual classifications during fiscal year 2024-2025 and any adjustments may be implemented in a subsequent MOU. Any salary equity adjustments to individual classifications will be considered with any across-the-board salary adjustments as to the total cost of bargaining unit salaries. Annual salary adjustments, which may include equity adjustments resulting from the Study, will be based upon availability of funds and will be evaluated in the context of the City’s long term financial plan.

Section 3 – Retirement Benefits

SBPDA members are provided retirement benefits under the California Public Employees’ Retirement System (CalPERS) as follows:

- Tier I:** Employees hired on or before October 3, 2011 shall receive a 2.7% @ 55 retirement benefit;
- Tier II:** CalPERS “Classic Members” hired on or after October 4, 2011 shall receive a 2% @ 55 retirement benefit;

Tier III: CalPERS “New Members” hired on or after January 1, 2013 shall receive a 2% @ 62 retirement benefit in accordance with the Public Employees’ Pension Reform Act of 2013 (PEPRA).

Employee Share. Effective 2/1/2013, all Tier I and Tier II employees shall pay the employee’s share of the retirement contribution, either 8% for the 2.7@ @ 55 formula or 7% for the 2%@ 55 formula. Effective 1/1/2013, Tier III employees shall pay the employee contribution required by the PEPRA, calculated at 50% of the normal cost.

Employer Share. Effective 2/1/2013, all employees shall pay 1.304% of their salary toward the employer cost of retirement in accordance with Section 20516 of the California Government Code.

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

For Tier I and II employees, the final compensation retirement calculation shall be based upon their single highest year of compensation earnable as provided under Section 20042 of the California Government Code. The compensation earnable period for Tier III PEPRA employees will be three years.

The City and SBPDA acknowledge that the PEPRA laws and regulations shall govern a determination of whether employees are hired as “new members” or “classic or legacy” members.

Section 4 – Overtime

All employees in Police Dispatch will receive overtime based on the requirements of the Fair Labor Standards Act (FLSA). Employees shall be paid overtime compensation at the FLSA rate for all hours worked over 40 hours in the designated work week. Holiday, compensatory time, concession leave, workers’ compensation, and authorized unpaid 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 their 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.

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.

Daylight Savings Time:

Employees required to work during daylight savings time when their shift is extended by one (1) hour (clocks are turned back one (1) hour) will be compensated for that hour.

Employees required to work when their shift is reduced by one (1) hour (clocks are turned forward one (1) hour) will be deducted one (1) hour of compensation time.

Section 5 – 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 due to resignation, termination, promotion, or an extended leave of absence, or other emergency circumstances.

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. No Police Dispatch employee that is on probation shall be placed in a higher acting classification. Further, no Police Dispatch employee shall be in a higher acting classification for more than one (1) year. As a condition to receiving the higher acting pay, the Department designee must complete the required Personnel Action Forms (PAFs) and the Department Head and the City Manager must approve the request.

An employee assigned to work in a higher classification on an acting basis shall receive at least five percent (5%) above their 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.

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 (Appendix A, B2).

To be eligible for higher acting pay, unit members shall: 1) perform the full range and majority of the duties in the higher-level classification that are unrelated to an employee's current classification; and, 2) perform the full range and majority of the higher classification duties for five full working days based upon the unit member's assigned work schedule.

Section 6 – Call-Back/Standby Assignment and Pay

An employee who is free to engage in their own pursuits while off duty, subject only to carrying a cellphone, is not working while on standby. If called back, the employee shall be paid for the time actually worked in accordance with Article Three, Section IV (Overtime).

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 SBPDA 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 1.5 hrs/day)	7.5 hours for 5 days
For the employee's two (2) non-work days during their work week (or pro rate at 2.0 hrs/day)	4 hours for 2 days
OR,	
For all seven (7) days during a work week	10 work hours
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	2 extra work hours per scheduled holiday - added to the above

Payment for hours described above shall be compensated at the regular rate of pay.

Police Dispatch 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 forty (40) 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. An employee called back to work shall be paid for a minimum of two (2) hours of work.

The Police Dispatch 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.

The Department will prepare a qualified list of employees for call-back/standby. Department Heads will consider the following factors in establishing and maintaining call-back and standby lists: employee seniority; special qualifications and skills.

When 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 Police Dispatch 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

Association employees 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 2:00 a.m., respectively, or where the majority of their scheduled hours fall between those hours) 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 9:00 p.m. to 7:00 a.m., respectively, or where the majority of their scheduled hours fall between those hours) 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 – Fines

The City shall pay for court fines imposed upon any permanent Employee within the Association as a result of their 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 9 – Bilingual Pay

Police Dispatch 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 seventy-five dollars (\$75) 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 four (4) Police Dispatch employees may be designated to receive bilingual pay. The City Manager or designee will retain the right to select the four (4) eligible employees. The City shall reserve the right to determine languages for which testing will be conducted.

Section 10 – Training Pay

Eligible and qualified employees as identified below will receive additional compensation for training as assigned by a Department Head. In or about July of each year this MOU is effective, a Department may establish a list of employees who, in the sole determination of the Department Head, are qualified to serve as a trainer for new and/or probationary employees. Each Department may establish requirements to serve as a trainer and may develop in-house evaluation procedures to measure qualifications. Such evaluation procedures may include, without limitation, the completion of an application, testing, and interviews. Any of the qualified trainers on the eligible list may be called upon during the year to train new employees. Training assignments will be assigned in one (1) week increments; for example, training assignments may be for one (1) week to one (1) month or more. As a condition to receiving training compensation under this Section, all training assignments must be designated as to length and scope of training on Departmental forms. All training assignments must also be approved in writing by the Department Head or their designee prior to the commencement of the training assignment.

Qualified employees assigned to training will receive compensation of \$37.50 per week.

Training assignments may be discontinued at any time and for any reason, and will be based, in part, upon the needs and budget of the Department.

The position that qualifies for a training pay program include Dispatcher II (assuming all Dispatcher I flex to Dispatch II when completing probation/training).

ARTICLE IV FRINGE BENEFITS

Section 1 – Health Benefits and Life Insurance

A. Effective the first full pay period following July 1, 2021, the City will contribute \$715.00 per month toward health premiums for Employee Only, \$1,289.00 per month for Employee Plus One Dependent, and \$1,724.00 per month for Employee Plus Two or More Dependents.

For the term of this Agreement only, health contributions shall be benchmarked at the Kaiser rate.

The amount of the City's contribution is based on the selection of the "medical" enrollment category. If an employee elects "employee only" medical coverage, then the "employee only" allowance is provided to the employee. Any contribution not utilized by the employee shall revert to the City.

B. Insurance benefits available for purchase by employees include: medical, dental, vision, and supplemental life and accidental death and dismemberment insurance. Unless otherwise specified, City contributions cannot be used for any voluntary benefits offered to unit members.

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

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

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

F. The City shall provide each employee with \$10,000 basic life insurance and \$ 25,000 Accidental Death and Dismemberment (AD&D).

G. An employee who does not want to enroll in any health care plan offered by the City must provide evidence of health care insurance coverage, and execute a "Waiver of Benefits and Release Agreement" releasing the City from any responsibility or liability to provide health care insurance coverage on an annual basis. Employees who elect to waive the City's health care insurance may receive a stipend as shall be determined by the City on an annual basis. Employees who elect to waive the City's health care insurance will receive a stipend. The parties acknowledge that the stipend for calendar year 2021 is \$3,250 and will be paid within 30 calendar days after full execution of this agreement. The stipend for calendar year 2022 is \$3,500 and will be paid in December 2022. Thereafter, for the term of this MOU, health care stipends in an amount of \$3,500 will be paid to those employees who elect to waive the City's health care insurance and will be paid in December of the Plan Year. Health Care stipends are not considered compensation for purposes of CalPERS retirement calculations and are subject to federal and state withholding taxes.

H. The Association agrees to participate in the City's Joint Labor-Management Health Benefits Committee ("Committee") to evaluate, on an annual basis, City-wide plan designs for health care. All plan designs and City contributions shall be effective on January 1st annually. During the term of this MOU, the City intends to review health care provider options especially in light of potential changes to the current Affordable Care Act ("ACA"). During the term of this MOU, City reserves the right, and the Association agrees, to reopen this MOU on providers and/or any provision in this Section.

I. All full-time, regular employees will be covered under the City's Long Term Disability (LTD) insurance plan. The City will pay 100% of the LTD insurance plan premiums for full-time, regular employees during the length of this MOU.

J. Employees must be in a paid status for fifteen (15) consecutive days, in any given month, to receive the benefits of this Article, unless the employee is on a qualifying approved leave, such as Family Medical Leave, and is eligible for benefit continuation under applicable state or federal law. Members who have been suspended or discharged pending an administrative appeal shall be eligible for continuation of benefits pending final disposition of the disciplinary matter by the City's Personnel Commission.

Section 2 – Post Employment Health Plan (PEHP)

“The City agrees to participate in the Post Employment Health Plan (PEHP) in accordance with the terms and conditions of the Plan's Participation Agreement. Participation in the PEHP will be discussed on an annual basis as part of the City's Joint Labor-Management Health Benefits Committee as provided in Article IV, Section 1(H).”

Section 3 – Uniforms

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

ARTICLE V **LEAVES**

Section 1 – Vacation

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**	3.0769 hours	80 hours
5 years	4.6153 hours	120 hours
15 years	6.1538 hours	160 hours
20 years	7.6923 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 City Manager or their designee determines that an emergency or other valid factors prevent the employee from utilizing their 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, they 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 City Manager or their designee, 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 paycheck each year.

Section 2 – Holiday Leave

A. Holiday Leave Accrual. City Designated Holidays: Employees shall be entitled to twelve (12) City-designated holidays, the equivalent of one hundred and eight (108) holiday hours each year for those employees on a 5/40 or a 9/80 regular work schedule. Those employees on a 4/10 work schedule shall be entitled to twelve (12) City-designated holidays, the equivalent of one hundred twenty (120) 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

In addition to the above, all employees, including new employees, shall be credited with eighteen (18) hours of Holiday Account time per calendar year (formerly floating Holidays). All hours of holiday leave will be credited to an employee's account on January 1st of each year this MOU is in effect.

B. Holiday Leave Carry-Over. On June 30th of each year that this MOU is in effect, Police Dispatch employees may carry over up to forty (40) hours of accrued holiday leave. Any holiday leave in excess of forty (40) hours on June 30th will be forfeited.

C. Scheduling Holiday Leave. 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, they shall receive pay at the regular rate and shall be allowed another day off at full pay as approved by the Department Head. The 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. The employee may supplement the holiday with accrued vacation, accrued holiday time, or compensatory time.

D. Other Provisions:

1. 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 will be based upon the employee's work schedule as provided in Article VI, Section 1 *Work Periods*.

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

3. 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.

4. On or about November 30th of each calendar year, the City Manager shall determine, and the Human Resources Department will distribute, the schedule of specific days that the above holidays will be observed. For example, holidays listed above may be allowed on a Monday, if any such holiday falls on Sunday, and may be allowed on the preceding Friday, if such holiday falls on a Saturday for all employees, except those covered by other provisions herein.

5. Holidays earned in any twelve (12) month period may not be accumulated beyond the total number of holidays allowed each year by this MOU.

F. Upon separation from the City, employees shall be paid for ninety percent (90%) of their 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 their 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 their 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.

B. Sick Leave Usage for Employees

1. 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. Employees suspected of abuse or excessive use of sick leave may also be required to furnish a written statement from their health care provider supporting the use of sick leave and/or the ability to return to work. If a physician's statement is requested, the Department Head or their designee must notify the employee prior to or on the first day of leave. Thereafter, the employee may be required to submit additional physician statements.

2. 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 their approval

concerning such absence. The City Manager, or their designee, may 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 City Manager, or their designee, may terminate sick leave compensation and reject any claim therefor. The City Manager 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 their work and duties satisfactorily before permitting an employee who has been on sick leave to return to work.

3. 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.

4. 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.

5. 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 the vacation time not utilized due to illness or injury during the next calendar year.

6. Regular full-time employees hired on or after July 1, 2017 and who are covered by this MOU are eligible to receive thirty (30) hours of paid sick leave after the new employees have been employed with the City for ninety (90) days. Such paid sick leave may be used for employee or family illness or for medical reasons or other reasons provided under the City's Paid Sick Leave Policy (AB 1522) adopted by the Mayor and City Council on June 18, 2015 by Resolution 2015-116. At no time may an employee accrue more than 1,040 hours of sick leave.

C. Employees shall not accumulate sick leave while compensated under the provisions of Appendix A, B9, *Catastrophic Leave*, and Appendix A, B11, *Leave of Absence without Pay*.

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, they shall accrue no sick leave for such pay period and shall not be credited with the four (4) hours sick leave.

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 an 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: At the time of separation from service, an employee having six (6) or more years of service is eligible for compensation for unused post-petition sick leave as follows: a) 288 hours or less = no cash value; b) 289-479 = cash payment of 20% of accrued post-petition sick leave; c) 480-959 = cash payment of 25% of accrued post-petition sick leave; d) 960 or more hour = cash payment of 35% of accrued post-petition sick leave.

B. Sick Leave Sell Back: On or before February 15th of each year this MOU is in effect, eligible employees will be allowed to cash out up to forty (40) hours of sick leave per year, providing the employee has at least one hundred and sixty (160) hours in their sick leave account after the sell back.

Employees must complete a sell back form, which must include the Department Head's signature. Forms must be submitted to the Finance Department on or before February 15th each year.

Payment for sick leave sell back will be paid (using the current City Council approved salary rates in the salary resolution) to employees in their March payroll check.

Section 5 - Election Leave

Time off with pay to vote in any general or direct primary elections shall be granted as provided in the State of California Elections Code, and notice that an employee desires such time off shall be given in accordance with the provisions of said Code.

Section 6 – Other Leaves

The City complies with the applicable provisions of the Federal Family and Medical Leave Act (FMLA), the Federal Pregnancy Discrimination Act (PDA), the California Family Rights Act of 1992 (CFRA), the California Pregnancy Disability Leave Law (PDL), and other medical and/or family leave benefits applicable under both Federal and California law. Applicable California and Federal statutory rights and obligations regarding leaves

of absence which now exist or that may become in effect during the term of this MOU and are not specifically addressed in this MOU are incorporated by reference. City policies and procedures for administering current and new laws and regulations impacting employee leaves and benefits are available from the City's Human Resources Department.

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 Association two (2) weeks' notice of any proposed changes in scheduled work shifts prior to implementation. If the Association 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 Association, 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 Association 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.

ARTICLE VII **GENERAL PROVISIONS**

Section 1 – Full Understanding, Waiver

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 Association, 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 – Support of Agreement

By entering into this MOU, the City and the SBPDA have arrived at a final understanding through the meet and confer process, resolving any differences which may have arisen during that process. Accordingly, it is agreed that the SBPDA and the City will support the MOU for its term and for purposes of Association ratification and Council Approval. Nothing contained in this MOU shall become binding upon the parties until such time as

the City Council, by legislative enactment and allocation of funds, agrees and adopts its terms and conditions.

Section 4 - Term of Memorandum of Understanding

The term of this MOU extends through June 30, 2025. 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. During the term of this MOU, the provisions regarding allocation, use, and payoffs for pre-petition leave time provided in side letter 2015-271 shall continue to be in effect.

Section 5 - Notice of Intent to Reopen

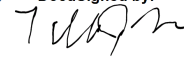
The parties agree that, if either party desires to propose changes in the terms or conditions of this MOU for the period following expiration of this MOU, such requested meeting shall be held at least one hundred twenty (120) days before the expiration of the MOU. Such notice shall request a meeting 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.

**SAN BERNARDINO POLICE DISPATCH ASSOCIATION ("SBPDA")
MEMORANDUM OF UNDERSTANDING
2021-2025**

Executed this 2nd day of February, 2022.



Robert D. Field, City Manager

DocuSigned by:


Tiffany Moran, SBPDA Labor Relations Representative

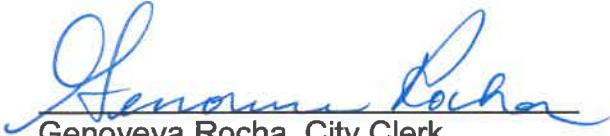


Mathew Abrego, President



David Evans, Vice President

ATTEST:



Genoveva Rocha, City Clerk

Approved as to form:

 Sonia Carvalho, City Attorney

PP.



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APPENDIX A

MOU Provisions to be Included

as Part of

The City of San Bernardino's

Uniform Policies

OVERVIEW

The City represents that in implementing Section 508 of the City of San Bernardino's new Charter that became effective on January 31, 2017, the following provisions shall be included as part of the City's uniform policies:

- a) Article I, Section 5, Contract for Services
- b) Article II, Section 4, Grievance Procedure
- c) Article II, Section 6, Skelly Rights
- d) Article II, Section 7, Non-Discrimination
- e) Article II, Section 8, Personnel Files
- f) Article II, Section 9, Bulletin Boards
- g) Article IV, Section 4, Education Tuition Assistance
- h) Article IV, Section 6, Employee Assistance Program (EAP)
- i) Article V, Section 5, Catastrophic Leave
- j) Article V, Section 6, Injury Leave
- k) Article V, Section 7, Leave of Absence without Pay
- l) Article V, Section 8, Witness Leave
- m) Article V, Section 11, Military Leave
- n) Article V, Section 12, Jury Duty
- o) Article VI, Section 2, Physical Examinations
- p) Article VI, Section 3, Probationary Period
- q) Article VI, Section 4, Seniority
- r) Article VI, Section 5, Reasonable Suspicion Drug and Alcohol Testing

The above Sections will be attached to this MOU as Appendix A and will be considered as part of this MOU. In addition, these Sections will be included as part of the City's uniform personnel policies and/or part of the City of San Bernardino's Municipal Code.

Section A1 – Contract for 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 Association prior to making a final recommendation to the City 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 City Council approval and will not be part of this agreement.

Section A2 - 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 Personnel Commission. If the employee chooses to appeal disciplinary action to the Personnel Commission, they shall be precluded from filing a grievance.

Additionally, allegations of discrimination and harassment shall be submitted to the Equal Employment Officer. The Equal Employment Officer/Director of Human Resources may recommend that the matter be brought as a formal grievance.

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 they desire, by the designated Association 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) their 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 their designated representative to the Department Head or their designee within ten (10) working days from the date of the oral response. The Department Head or their designee shall meet with the employee and/or their designated representative within the next ten (10) working

days of receipt of the written grievance and shall deliver their 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 their designee shall meet with the employee, and if the employee desires, the designated Association representative, within ten (10) working days after receipt of the appeal, shall deliver their 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 their designated representative within ten (10) working days from the date of delivery of said answer.

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

4. The decision of the City Manager or their 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 Association's original demand. Likewise, any specified adjustment not appealed by the employee or their 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 A3 - 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 Association 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 City's Personnel 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 A4 - Non-Discrimination

The City and the Association 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 Association membership or any other protected class as defined under applicable state and federal laws. Association membership also includes Association activities.

Further, there shall be no discrimination against qualified individuals with disabilities as defined by the Americans with Disabilities Act (ADA) of 1990, as amended, 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 A5 - 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 Personnel Board 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 Association 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 their authorized representative if they so wish. 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 their last address appearing on the records of the City. It is the obligation of each employee to provide the City with their 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 Police Dispatch 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 said request and notify the employee and the SBPDA of their decision in writing within seven (7) calendar days. After review by the Department Head, if the employee is not satisfied with the outcome, the employee may request that the City Manager and/or the Director of Human Resources review all requests to purge negative items from personnel files. The decision of the City Manager and/or the Director of Human Resources as to what will be purged from the personnel files shall be final and binding.

Section A6 - Bulletin Boards

The City will provide adequate space on bulletin boards in each department/division for the purpose of the Association posting notice of pertinent Association business. The Association 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 Association chooses to post, the City Manager or their designated representative and an Association representative will meet as soon as possible to resolve the problem.

Section A7 – Education Tuition Reimbursement

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 their 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 their 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 A8 – 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.

Section A9 – Catastrophic Leave

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

- A. 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.

B. The donation must be in four (4) hour increments of by employees who have completed at least one (1) year of continuous service with the City.

C. 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. Only post-petition leave may be donated or transferred. Sick leave accruals cannot be transferred among employees.

D. 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.

E. Unused donated time that has been credited to the requesting employee's account will not be returned to the donor's account, nor can donated time be cashed out

Section A10 - Injury Leave

Effective with the first day of necessary absence by an injury or illness arising out of, and in the course of, their duties the eligible employee shall be protected by workers' compensation benefits. Upon written request by the employee accumulated sick, vacation, holiday and compensatory time credit can be utilized to supplement the amount of temporary disability (2/3 of average weekly earnings) to not exceed the total sum of payment equal to their normal weekly 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.

How to file a workers' compensation claim?

When an employee believes to have sustained an injury or illness arising out of, and in the course of, their duties, the employee should immediately notify their supervisor. The supervisor is required to provide the injured employee an "Employee's Claim for Workers' Compensation Benefits (DWC-1 Form)" within 24 hours from the date of knowledge. Once the injured employee returns the completed DWC-1 Form, the supervisor will then need to complete "Report of Occupational Injury or Illness (5020 Form)" in order to document the date, time and description of incident. The supervisor should then refer to the workers' compensation injury report kit to complete the claim. 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 employee has the right to be examined and treated by a physician of their choice, as long as a pre-designating of physician form has been signed off by both the employee and pre-designated physician at the time of injury or illness, as required by the California Labor Code.

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 is unable to perform the assigned usual and customary duties, and if the disability is attributable to the “injury involved.”

Section A11 - 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 their 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 of service to qualify for leave with pay;
- F. For Association activities, upon designation by the Association.

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 and shall be prosecuted consistently therewith.

Unless otherwise required under State or Federal law, 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, they 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 their 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 their employment with the City.

In circumstances in which the Federal Family Medical Leave Act, the California Family Rights Act, California Pregnancy Disability Leave Law, American with Disabilities Act (ADA), Pregnancy Discrimination Act or Fair Employment and Housing Act apply, the City shall adhere to the requirements of the applicable laws and regulations with respect payment of health benefits and granting of leaves. Employees requesting leave under the provisions of these referenced laws should direct such requests to the Human Resources Department.

Section A12 - 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 A13 - 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 A14 - 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 their 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 their 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 all working days and/or partial 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.

Section A15 - 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 their choice. In the event an employee is authorized to be examined by a doctor of their 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 A16 - Probationary Period

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

Section A17 – 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 they possess special qualifications or whose loss of skills would adversely affect the public welfare or has superior work performance that can be documented. An employee shall be given at least thirty (30) days notice prior to layoff.

Section A18 - Reasonable Suspicion Drug and Alcohol Testing

In addition to employees already covered under the Department of Transportation (DOT) drug and alcohol testing, all Police Dispatch 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 ("Policy"), effective August 1, 2013. The Human Resources Department will review, update, and develop

forms and procedures to implement the City's Drug/Alcohol Testing Policy. For purposes of this Section, the provisions of the Policy are binding and are incorporated herein.

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 their 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 their Department Director, Assistant Director, immediate supervisor or the Human Resources Department 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 coordinated by the Human Resources Department in accordance with the provisions of the Policy.