

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BIG BEAR LAKE

AND

**SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION
GENERAL EMPLOYEES UNIT**

JULY 1, 2012

TO

JUNE 30, 2015

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MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BIG BEAR LAKE
AND THE
SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION
GENERAL EMPLOYEES UNIT
EFFECTIVE JULY 1, 2012 TO JUNE 30, 2015

1. ARTICLE NO. 1. PREAMBLE

- 1.1 This Agreement entered into by the City of Big Bear Lake, hereinafter referred to as the Employer, and the San Bernardino Public Employees Association, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations through an equitable and constructive procedure for the resolution of differences and for the establishment of benefits, rates of pay, hours of work, and working conditions except those covered under the management clause.
- 1.2 This Memorandum of Understanding (MOU) has been prepared to meet the requirements of the Government Code Section 3500, et seq.

2. ARTICLE NO. 2 RECOGNITION

- 2.1 The Employer recognizes the San Bernardino Public Employees Association as the exclusive, recognized bargaining agent for the employees in the General Employees Unit for the purpose of establishing salaries, wages, hours, and working conditions of employment pursuant to the provision of applicable state law. Members of the General Unit include those classifications listed in Exhibit "A" attached, as well as employees in such classes as may be added to this Unit hereafter by the Employer.

3. ARTICLE NO. 3 IMPLEMENTATION

- 3.1 It is mutually agreed by the Association and the Employer that the terms and conditions of this Agreement shall take effect July 1, 2012, except as otherwise provided for in this Agreement.

4. ARTICLE NO. 4 AGENCY SHOP

- 4.1 The Employer approves the establishment of an agency shop pursuant to Section 3502.5 of the Government Code for all regular full-time non-probationary employees represented by this recognized Unit. Employees who choose not to become members of the Association, shall be required to pay to the Association as a condition of employment a representation service fee that represents each such employee's proportionate share of the Association's cost of meeting and conferring and administering the MOU.

- 4.2 The Association shall have the sole and exclusive right to have membership dues deducted for employees covered by this Agreement by the Employer, upon appropriate written authorization from such employees. Remittance shall be made by the Employer to the Association within fifteen (15) working days of the deduction of such sums.
- 4.3 The Employer shall deduct, upon receipt of a duly executed form properly signed by a member of the bargaining unit, either dues to the Association for members, or a service fee to the Association for members, or a charitable contribution for non-members pursuant to Section 4.6 below, as appropriate.
- 4.4 The Association shall advise the Employer, in writing, of the dues amount to be deducted for each member. Any change in dues will be submitted by the Association to the Employer, in writing, thirty (30) days prior to the effective date of such change.
- 4.5 Employees in the bargaining unit who are not members of the Association on the effective date of this Agreement, and employees who hereinafter come into the bargaining unit shall apply for membership, or choose, per religious beliefs to be a non-member within thirty (30) days of the execution of this agreement or within thirty (30) days of the employee's hire date, whichever is later.
- 4.6 The rights of non-association of employees, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member are safeguarded. The Employer shall deduct for any permanent employee who is not a member of the Association, as a condition of employment, a monthly service charge equal to the monthly Association dues as a contribution towards the administration of the Agreement. The Employer shall deduct an amount of money equivalent to regular Association dues or service fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code chosen by the employee from the following three (3) funds: American Cancer Society, American Humane Society and Goodwill Industries.
- 4.7 The Employer shall, as soon as possible, notify the Association General Manager if any member of the bargaining unit revokes a dues/fees authorization.
- 4.8 In consideration of the above noted services, the Association agrees to hold harmless, release, indemnify and discharge the Employer from any liability or expenses whatsoever as a result of any action taken pursuant to the provisions of this Article.

5. ARTICLE NO. 5 MANAGEMENT RIGHTS

- 5.1 It is understood and agreed that the Employer retains all of its powers and authority to manage municipal services and the work force performing those services, except as expressly limited herein.
- 5.2 It is agreed that during the term hereof, the Employer shall not be required to meet and confer on matters that are solely a function of management, however, this does not preclude meeting and conferring on the impacts, including the right to:

- 5.2.1 Determine and modify the organization of the City government and its constituent work units.
 - 5.2.2 Determine the nature, standards, levels and mode of delivery of services to be offered to the public.
 - 5.2.3 Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
 - 5.2.4 Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
 - 5.2.5 Direct employees, including scheduling and assigning work, work hours, and overtime.
 - 5.2.6 Assign employees to work teams, task forces, other project teams, committees, and work groups.
 - 5.2.7 Establish employee performance standards and require compliance therewith.
 - 5.2.8 Discharge, suspend, demote, reduce in pay, reprimand, with-hold salary increases and benefits, or otherwise discipline employees, subject to the requirements of applicable law.
 - 5.2.9 Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
 - 5.2.10 Take all necessary actions to protect the public and carry out its mission in emergencies.
- 5.3 Decisions under this Article shall not be subject to the grievance procedure herein.

6. ARTICLE NO. 6 EMPLOYEE RIGHTS

The following are employee rights:

- 6.1 The right of employees 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.
- 6.2 The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the Employer.
- 6.3 The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in this article.
- 6.4 The provisions of Government Code Section 3502.5 are incorporated herein by reference.

7. ARTICLE NO. 7 ASSOCIATION RIGHTS

7.1 Payroll Deductions

7.1.1 It is agreed that SBPEA membership dues and other premiums shall be deducted by the Employer from the pay warrant of each employee covered herein who files with the Employer a written authorization requesting that such deductions be made.

7.1.2 Remittance of the aggregate amount of all membership dues and other premiums deducted from the pay warrants of employees covered hereby shall be made to SBPEA within fifteen (15) days after the end of the month in which said membership dues and other premiums were deducted.

7.2 Liability: The Employer shall not be liable to SBPEA, employees, or any party by reason of the requirements of this Section for the remittance of any sum other than that constituting actual deductions made from employees' wages earned. SBPEA shall hold the Employer harmless for any and all claims, demands, suits, orders, judgments, or other forms of liability that may arise out of or by reason of action taken by the Employer under this Section.

7.3 Meetings of Authorized Representatives: It is hereby agreed that the duly authorized representative(s) of the Employer shall meet with the duly authorized representative(s) of the SBPEA and treat all grievances that may arise during the life of this Agreement. A maximum of two (2) Association members will be granted time off without loss of pay to attend grievance meetings and meet and confer sessions with prior notification and approval of the respective Division Manager.

7.4 Use of City Resources: SBPEA will be granted permission to use City facilities for the purpose of meeting with employees to conduct its internal business during non-work hours.

7.4.1 The Association will be permitted limited use of the City's e-mail system to communicate with its members regarding meeting dates and times. The Association will designate no more than two individuals who are allowed access to the City's e-mail for such purpose. The Association clearly understands and acknowledges that any use of the City's e-mail system is governed by the standards and guidelines outlined in the City's Information Technology Policy, Electronic Tools and Services Use Policy. Specifically, the policy places users on notice that any information created, transmitted, received and stored via the City's Information Technology is not confidential or private and in some instances may be subject to the California Public Records Act.

7.5 Use of Bulletin Boards: The Association may use portions of bulletin boards located on the Employer's property under the following conditions:

7.5.1 All postings for bulletin boards must contain the date of posting and the Association's identification. Costs associated with preparing and posting of Association material will not be borne by the City.

7.5.2 The actual posting of all material will be done by the designated Association Representative(s). Unless other arrangements are made, materials posted will be removed thirty (30) days after the publication date or upon expiration date, whichever is applicable.

7.5.3 The Employer reserves the right to determine where bulletin boards shall be placed and will provide space to be allocated to Association materials, provided bulletin boards will be readily accessible to the employee.

7.5.4 If the Association does not abide by these rules, the Employer will notify the Association of such rule violation and the Association will cease any bulletin board use that conflicts with the provisions of this article. Additionally, the Association may use portions of bulletin boards to post the following materials only:

- a) Scheduled SBPEA meetings, agendas, and minutes.
- b) Information on SBPEA elections and the results.
- c) Information regarding SBPEA social, recreational, and related news bulletins falling within the scope of representation.
- d) Reports of official business of SBPEA, including reports of committees and the Board of Directors.

7.5.5 Posted notices shall not be obscene, defamatory, or of a partisan political nature, nor shall they pertain to public issues which do not involve the Employer or its relations with the employees. All notices to be posted must be dated and signed by an authorized representative of the Association.

7.5.6 In cases where the Association represents more than one (1) authorized employee representation unit at a work location, the space described above shall become the bulletin board space for all employees represented by the Association at the work location.

7.6 The Association has the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern either orally or in writing, and to enter collective negotiations with the objective of reaching an agreement applicable to all employees within the bargaining unit.

8. ARTICLE NO. 8 STANDBY

8.1 Standby is an employment status of an employee leaving notice where he/she can be reached and be available to return to active duty within a specified period of time when required by the Division Manager.

8.2 Employees on standby: (1) must be reachable by telephone or other designated communication device, (2) must be able to report to active duty within a specified period of time (maximum of 30 minutes), and (3) must refrain from activities which might impair their ability to perform assigned duties.

8.3 Employees assigned to standby duty shall be paid at a rate of time and one-half (1.5) the regular rate of pay for two (2) hours per day during the employee workweek and three (3) hours per day for employee weekends, holidays and scheduled day off (SDO), if applicable. Employees called back to work shall receive pay at time and one-half (1.5) for actual hours worked, rounded up in fifteen (15) minute increments. For example, an employee who is called back to work while assigned to standby, and who actually works thirty-five (35) minutes, shall be paid for forty-five (45) minutes at time and one-half.

9. ARTICLE NO. 9 CALL BACK

9.1 Call back is an employment status of the Employer requesting the employee to return to active duty after the employee has been released. Employees on call back status are entitled to call back compensation.

9.2 Employees on call back status shall be paid for two (2) hours at time and one half (1.5) the base hourly rate of pay. Said compensation shall be in-lieu of any travel time, and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of Article 11, Overtime.

9.3 Special tours of duty scheduled in advance or employees who are called back within two (2) hours of the beginning of a scheduled tour of duty (i.e., scheduled events or activities) are not considered call back hours for the purpose of this Article. The Employer shall provide at least 12 hours advance notice to an employee of a special tour of duty.

10. ARTICLE NO. 10 WORKING OUT OF CLASSIFICATION PAY

10.1 Employees who perform duties of a higher classification for more than fifteen (15) consecutive working days shall be paid "out-of-class" pay of five percent (5%) above the current salary of said employee or, Step #1 of the higher classification, whichever is greater. In the event the higher classification is not in the bargaining unit, then the out-of class pay shall not exceed 5%.

10.2 The employee receiving out of classification pay must perform essentially all of the functions of the higher classification in order to receive compensation.

11. ARTICLE NO. 11 OVERTIME

11.1 Policy: It is the policy of the Employer to discourage overtime except when necessitated by abnormal or unanticipated workload situations. The Employer has the right to require overtime to be worked as necessary. All overtime must have the

approval of the employee's supervisor prior to actual performance of the work. Failure to obtain such approval in advance will be justification for disapproval of any overtime compensation.

11.2 Definition: Overtime shall be defined as all hours actually worked in excess of forty (40) hours per week. For purposes of defining overtime, paid leave time shall be considered as time actually worked. Overtime shall not affect leave accruals. Overtime of eight (8) minutes or more but less than fifteen (15) minutes shall be paid as fifteen (15) minutes. Overtime of seven (7) minutes or less shall not be paid.

11.3 Overtime Compensation: Any employee requested by the Employer to work overtime shall be compensated at premium rates, per Fair Labor Standards Act (FLSA).

11.3.1 Compensatory Time: Any employee who is requested to work overtime may request compensatory time in lieu of overtime pay, calculated at the overtime rate. Compensatory time must be approved by the employee's supervisor. The compensatory time will be tracked by payroll and can be utilized with prior approval from the supervisor. Once an employee's accrued compensatory time bank reaches 160 hours, the employee will be paid for all subsequent overtime worked. If the employee terminates employment the compensatory time bank will be paid off at the current rate of pay. If the employee is promoted to another position in the City, the employee will have the option of:

- a) Having the compensatory time bank paid off at the rate of pay prior to promotion; or
- b) Maintaining the compensatory time bank for future payout or use of time off. Upon the date of promotion, the hours banked as of that date shall be converted to a dollar value and calculated to the equivalent hours under the higher promotional rate of pay. For example, 10 hours of leave in the compensatory time bank at the pre-promotion rate of pay of \$20 per hour would equate to \$200, which calculates to 8 hours of leave at a rate of pay of \$25 per hour.

11.3.2 An employee may use such compensatory time within a reasonable period after making such request if the use of compensatory time does not unduly disrupt the operations of the department.

11.4 Compensatory Time Sell Back

11.4.1 Employees may sell back up to 120 hours of compensatory time twice per year (June and November). Requests for June compensatory time sell backs shall be submitted to the Finance Department no later than two weeks prior to the first payday in June and will be paid on the first payday of June. Requests for November compensatory time sell backs shall be submitted to the Finance Department no later than two weeks prior to the first payday in

November and will be paid on the first payday of November.

11.4.2 Once a request for compensatory time sell back has been submitted, it is irrevocable. After a request is submitted, the accrual limit at that time will be recalculated by deducting the requested sell back hours from the banked hours.

11.5 Variable Work Schedule: The Employer shall have the right to direct an employee to take such time off as is necessary to ensure that an employee's actual time worked does not exceed forty (40) hours within a work week. However, the Employer may not direct an employee to take more than ten (10) hours scheduled time off during the pay period. This provision shall conform to the FLSA.

12. ARTICLE NO. 12 ALTERNATIVE WORK SCHEDULE

12.1 Each Division Manager may consider and implement alternative work schedules based upon the needs of the division, subject to the approval of the City Manager. Employees shall be provided at least five (5) working days advance notice of a schedule change for non-emergency schedule changes.

12.2 The 9/80 work schedule shall continue to be at discretion of the Employer.

13. ARTICLE NO. 13 REST PERIODS

13.1 Employees shall be entitled to rest periods consisting of one fifteen (15) minute work break in the first half of the tour and one fifteen (15) minute work break in the second half of the tour of duty for each eight (8) hours tour of duty. A twenty (20) minute work break shall be granted for each half of a ten (10) hour tour of duty. Employees required to work beyond their regular tour of duty shall be granted reasonable work breaks as work allows.

14. ARTICLE NO. 14 WORK DISRUPTION

14.1 The parties agree that no work disruptions shall be caused or sanctioned by SBPEA during the term of this Agreement. Work disruptions include, but are not limited to the following: sit-down, stay-in, speedup, or slowdown in any operation of the Employer or any curtailment of work, disruption, or interference with the operations of the Employer. The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs. The parties acknowledge that participation of any employee in a concerted work action against the Employer is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by the Employer during the term of this Agreement, unless such work disruptions occur.

15. ARTICLE NO. 15 GRIEVANCE PROCEDURE

15.1 Definition: A grievance is any dispute that involves the interpretation or application of any provision of the employee's memorandum of understanding excluding,

however, those provisions of the memorandum of understanding that specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

15.2 Disciplinary grievances involving suspensions of five (5) days or less may not be processed beyond Step 3 of this procedure. Written reprimands are not grievable.

15.3 Procedure: Grievances will be processed in the following manner:

15.3.1 Step. 1 Immediate Supervisor. A grievance may be filed in writing by an employee on his or her own behalf, or jointly by a group of employees or by the Association, to his or her immediate supervisor.

a) Within seven (7) working days of the event giving rise to a grievance, the employee who believes he or she has a grievance may discuss the complaint with his or her immediate supervisor, and in the presence of an Association representative if the employee so requests. Grievances not presented within the time period shall be considered resolved.

b) The immediate supervisor will meet with the employee, or group of employees, to discuss the grievance and attempt to resolve the matter. If the issue cannot be resolved at this level, or if the employee elects to submit the grievance directly to the Association, the matter will be taken up in the following manner.

15.3.2 Step 2. Department Head. If the grievance is not resolved in Step 1, within seven (7) working days of the final meeting with the immediate supervisor discussed in Step 1, the employee or his/her representative may present the grievance in writing to the Department Head. The written grievance will state the particulars of the grievance and, if possible, the nature of the determination desired. The Department Head will investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. The Department Head will respond to the grievance in writing within seven (7) working days of receipt of the written grievance.

15.3.3 Step 3. Appointing Authority. If the grievance is not resolved in Step 2, the employee or his/her representative may, within seven (7) working days of receipt of the response from the Department Head, present the grievance in writing to the Appointing Authority. The Appointing Authority, or a representative designated by the Appointing Authority who shall not be the Department Head, shall investigate the merits of the complaint, meet with the complainant(s) and, if the complainant is not the Association, meet with the officials of the Association and attempt to resolve the grievance. The Appointing Authority will respond to the grievance in writing within seven (7) working days of receipt of the written grievance.

15.3.4 Step 4. City Council. If the parties are unable to reach a mutually satisfactory resolution on any grievance, or where a grievance involves a final disciplinary decision of the Appointing Authority under Rule 10 and a written request to appeal that decision is timely made, said grievance will be submitted to the City Council with written notice to the other party within seven (7) working days of the response of the Appointing Authority in Step 3 above. The City Council shall hear the matter within thirty (30) days. The City Council shall render a decision, which shall be final and binding, within seven (7) working days of the conclusion of the hearing.

15.4 Extension of Time Limits: The above specified time limits may be extended by mutual agreement between the parties. Failure of the employee or the Association to act within the specified time limits, unless extended, shall cause the grievance to be dismissed. Failure by the City to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

15.5 Compensation Complaints: All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Appointing Authority. In such cases no adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed. Only complaints that allege that employees are not being compensated in accordance with the provisions of the memorandum of understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process, and, if not detailed in the memorandum of understanding which results from such meeting and conferring process, shall be deemed withdrawn until the next meet and confer process is next opened for such discussions.

15.6 Suspension and Discharge Grievances: If the parties, in pursuance of the procedure outlined above resolve a grievance that involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

16. ARTICLE NO. 16 BENEFITS

16.1 Health, Dental and Vision Care Program and Employer Contribution

16.1.1 The Employer shall provide 100% Health Maintenance Organization (HMO) coverage for the employee and their eligible dependents. The Employer will provide an HMO plan that offers coverage with doctors practicing in the Big Bear Valley, unless such a plan is unavailable. The Employer will pay the cost of the monthly premium of the HMO plan (that offers coverage by doctors within the Big Bear Valley) towards higher cost health insurance options (e.g. PPO, POS, or other HMO plans) offered by the Employer.

16.1.2 The Employer will provide dental and vision insurance for the employee and their eligible dependents.

16.1.3 During the term of this contract, the Employer will attempt to maintain health

insurance benefits and co-payments comparable with current health insurance benefits and co-payments. If comparable insurance benefits are not available/practical, the Employer will notify the Association and will agree to meet and confer upon the request of the Association.

16.1.4 Employees who take no health and dental coverage through the Employer shall be eligible for the Alternative Insurance Benefit Program. Eligible employees who are able to secure health and dental insurance coverage through their spouse or other source may waive coverage. The employee shall sign a waiver form provided by the Human Resources Department. The Employer will pay such employee(s) two hundred dollars (\$200.00), less applicable required deductions, for each month thereafter the employee continues to receive health and dental insurance through their spouse or other source.

16.1.5 All new employees will be required to participate in the Employer paid health, dental and vision insurance program, unless they are able to show proof of health and dental coverage from a spouse or other source.

16.1.6 Employees receiving a payment in this section are not eligible for cash back under Section 16.1.8.

16.1.7 Each employee taking health and/or dental insurance shall make a pre-tax employee benefit contribution of ten dollars (\$10.00) per month.

16.1.8 Employees hired prior to July 1, 2005, who receive cash back from their cafeteria plan while taking health and/or dental insurance, will continue to receive cash back monthly based on the following:

- a) Employees receiving cash back from their cafeteria benefits in the amount of two hundred dollars (\$200.00) to five hundred fifty-nine dollars (\$559.00) per month will be frozen at that amount. In no case shall an employee receive a cash back amount higher than currently being received. As premiums increase, the amount of cash back received from cafeteria benefits will be reduced to meet the increase in premiums.
- b) Employees receiving less than two hundred dollars (\$200.00) per month from their cafeteria benefits will no longer receive cash back and become full participants in the Employer's paid health and dental insurance program.
- c) Once an employee no longer receives cash back from their cafeteria benefits, the employee will become a full participant in the Employer's paid health and dental insurance program and no longer eligible to receive cash back from the former cafeteria benefit program.

16.1.9 Those employees who take no health insurance and no dental insurance,

and receive the full five hundred sixty dollars (\$560.00) per month in cash from their cafeteria benefits, will continue to do so until such time as those employees enter the Employer paid health and dental insurance program. At that time the employee will no longer receive their five hundred sixty dollars (\$560.00) per month, will become full participants in the Employer paid health and dental insurance program, and will be required to make a pre-tax employee benefit contribution of ten dollars (\$10.00) per month.

16.2 Life Insurance: These benefits shall only apply to employees who have been appointed to a regular full-time position within the Unit. The Employer will provide \$50,000 term life insurance coverage for the employee only. Additional life insurance is available to employees and their dependents at the employee's expense.

16.3 Flu Shots: Employer will contribute ten dollars (\$10.00) toward receipt of on-site flu shots.

16.4 Tuition Reimbursement

16.4.1 Employees required by the Employer to participate in any training program or job-related development shall do so on Employer time and at Employer expense.

16.4.2 The Employer will provide tuition reimbursement and reimbursement of other direct expenses for full-time, regular employees of the City who have passed original probation. Reimbursement shall include required text books, laboratory fees, and parking fees (but shall not include travel time, mileage, transportation, meals, paper supplies and other miscellaneous costs) for job related education or career development upon receipt of proof of successful completion of an approved course. Prior to initiation of the course work, the employee shall receive Division Manager approval that such course work is directly related to a departmental or City service related field of endeavor. Employee shall follow City procedures and guidelines for the tuition reimbursement program. The course must be satisfactorily completed with a minimum grade "C" or equivalent. Participation in the course(s) shall be solely on the employee's time.

16.4.3 Reimbursement shall be made at the rate of one hundred percent (100%), to a maximum reimbursement of two thousand, two hundred and fifty dollars (\$2,250) per fiscal year.

16.4.4 Applications for reimbursement shall be accepted no later than one (1) month after the course grades have been distributed.

16.5 Certification (State): All test fees and renewal fees for State certification required by the Employer shall be paid by the Employer.

16.6 Uniforms and Safety Equipment: The Employer shall provide safety goggles and/or shields as needed. The Employer will pay for safety glass upgrades of prescription lenses with approval of Human Resources up to one hundred dollars (\$100) in a fiscal year, subject to the following conditions: (1) The employee must present an appropriate receipt (2) Reimbursement is for lenses only and not for eye examination, treatment or visits to an optometrist or optician (3) The Employer will provide reimbursement only for lenses if the prescription has changed or if the lenses have been damaged and the damage is not due to employee negligence. The Employer will contribute up to one hundred and seventy-five dollars (\$175) on a reimbursement basis per fiscal year for Public Works, Building and Safety, Code Compliance field employees and Performing Arts Center (PAC) employees who are assigned to non-office classifications for winter outer clothing to be spent between September 1 and October 30 of each calendar year, with the employee providing the Employer with acceptable and detailed receipts. In addition, the Employer will purchase for, and replace as needed, orange safety jackets for all field employees, which is not part of the designated \$175 amount listed above.

All field employees who work in Public Works, Building and Safety, and Code Compliance who are required to wear safety-toed boots shall receive up to \$100 reimbursement per fiscal year for purchase of one pair of boots. The unit member will receive this amount subsequent to the submittal of receipts and /or other verification of purchase of safety-toed boots. Receipts must be submitted between September 1 and October 30 of each calendar year.

16.7 Retirement: All full-time regular employees participate in the San Bernardino County Employees Retirement Association. During year one of the MOU, the Employer shall assume a portion of the employee's contribution up to six and three-quarters percent (6.75%).

During year two of the MOU, the Employer shall assume a portion of the employee's contribution up to five and one-half percent (5.5%).

During year three of the MOU, the Employer shall assume a portion of the employee's contribution up to four and one-half percent (4.5%).

16.8 Supplemental Retirement: The Employer shall continue the PARS Retirement Enhancement Plan (REP) of 2.7% @ 55. Shared costs will continue to be assumed and require employee participation (contribution). The Employer agrees to provide for a contribution equivalent to \$70,000 annualized.

16.9 Prevailing Benefits

16.9.1 Continuing in Effect

It is understood and agreed that there exists, in written or unwritten form, certain personnel rules, policies, practices, and benefits which shall continue

in effect except for those provisions modified by mutual agreement of both parties or imposed in accordance with applicable laws.

16.9.2 Reasonable Notice

In cases of proposed changes by other than mutual agreement, the SBPEA shall be given reasonable notice and consulted with prior to these changes.

17. ARTICLE NO. 17 ADVANCEMENT, PROMOTION, AND MERIT RATINGS

17.1 Step Advancement

Vacancies occurring in classified positions may be filled by recruitment at the #1 step of the established salary range. Salary Range Schedule, and advancement to the #2 step shall be automatic upon completion of the six (6) calendar months of satisfactory service and a satisfactory or better performance evaluation, #2 to #3 and #3 to #4 and #4 to #5 after one (1) year from date of last change in rate of pay, with a satisfactory or better performance evaluation.

17.2 Promotion

When a permanent employee is promoted to a position carrying a higher salary range and the employee's current salary schedule is within the new salary range, the rate of compensation on the date of promotion shall be one step higher than the rate the employee would have received had he/she remained in his/her former position, provided the employee has had at least six (6) months of continuous service in the former position, or positions, at the same or higher salary rates.

17.3 Personnel Files

The Employer agrees to include in the new personnel Policies and Procedures a mechanism to assure that employees who receive a Below Standard evaluation also receive a review within 6 months which would note in the personnel file any applicable improvements that employee has made. At that time consideration would be given to advancement to the next step in the salary range if the employee has achieved a rating of Standard or above. The rules would also include language that allows an employee who receives a negative notation in his/her personnel file to request a review within 6 months that would note, in the file, any applicable improvements.

17.4 Seniority

The seniority of an employee within the bargaining unit shall be established as of the date on which he/she began continuous full-time regular employment with the Employer.

18. ARTICLE NO. 18 SALARIES

18.1 Salary Adjustments

Effective July 1, 2012, all employees represented by the Association (unless "Y" rated) will be granted a three percent (3%) salary increase.

Effective July 1, 2013, all employees represented by the Association (unless "Y" rated) will be granted a cost of living salary increase based on the increase in the Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Riverside, Orange County Area, California, for the period April 2012 to April 2013. The minimum salary increase that will be granted is two percent (2%) and the maximum salary increase that will be granted is three percent (3%).

Effective July 1, 2014, all employees represented by the Association (unless "Y" rated) will be granted a cost of living salary increase based on the increase in the Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles-Riverside, Orange County Area, California, for the period April 2013 to April 2014. The minimum salary increase that will be granted is two percent (2%) and the maximum salary increase that will be granted is three percent (3%).

18.2 Longevity Pay

Employees who have worked as a regular employee for the Employer for 10,400 base hours (five or more continuous years) will receive a lump sum payment each year equaling 1% of their current base salary and those employees who have worked for the Employer for 20,800 base hours (ten or more continuous years) will receive an additional 1% (total of 2%) in a lump sum payment each year. Those employees who have the required 10,400 or 20,800 hours of continuous employment as of July 1, 1999 shall receive their annual payment during the first pay period of each fiscal year. Employees who have worked for the Employer for 31,200 base hours (fifteen or more continuous years) will no longer receive a lump sum payment each year equaling two percent (2%). Instead the employee will receive an additional two and one-half percent (2.5%) increase to the employee's hourly wage. Employees who have worked for the Employer for 41,600 base hours (twenty or more continuous years) will receive additional two and one-half percent (2.5%) increase to the employee's hourly wage above the two and one-half percent (2.5%) increase received at the 31,200 hours (fifteen or more continuous years) mark. Those employees who attain their longevity period minimum after July 1, 1999 shall receive their payment the first pay period after they have reached the required hours of continuous service and on that anniversary date each year thereafter. Time worked in Limited Service positions such as temporary, seasonal and non-permanent part-time positions and student internships, does not count towards the base hours required for longevity.

18.3 Night Shift Differential for Snow Removal Season

Employees assigned to snow removal operations, who are temporarily assigned to work the night shift, between the hours of 10:00 p.m. and 7:00 a.m., for snow removal season, shall be paid an additional \$1.00 per hour over their regular pay rate for all non regularly scheduled and overtime hours worked. This differential shall only apply to actual hours worked. Shift differential pay shall not apply to any paid leave hours nor to any hours scheduled within the qualified periods for the convenience of the employee.

18.4 Bilingual Pay

It is recognized that bilingual capability benefits the City and its residents to varying degrees, depending upon the classification held by the bilingual employee and may enhance a unit member's ability to contribute to his or her position. As such, unit members who are able to demonstrate bilingual capacity in Spanish and English shall receive thirty dollars (\$30.00) per month, subject to a cap of no more than two (2) authorized bargaining unit bi-lingual employees per department. In order to qualify for bilingual pay, the employee must pass a City approved language competency test. A written request for testing must be submitted to Human Resources. If it is determined that the employee is fluent in Spanish and English, the employee will be paid the bilingual differential effective the month in which the employee successfully completes the testing.

The designated employees may be tested annually for certification and recertification.

19. ARTICLE NO. 19 GARNISHMENT ACTIONS

19.1 Garnishments of employee wages shall be subject to a \$1.00 administration fee per garnishment payment whether a support garnishment or a consumer debt garnishment. Such charge shall be deducted from the employee's paycheck in addition to the garnishment.

20. ARTICLE NO. 20 HOLIDAYS

20.1 Regular full-time employees in established positions shall be entitled to take all the below designated holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday.

20.2 The holidays to be observed by the City are as follows:

- | | |
|-------------------------------|-------------------------------|
| (1) January 1 | (New Years Day) |
| (2) Third Monday in January | (Martin Luther King, Jr. Day) |
| (3) Third Monday in February | (President's Day) |
| (4) Last Monday in May | (Memorial Day) |

(5) July 4	(Independence Day)
(6) First Monday in September	(Labor Day)
(7) November 11	(Veterans Day)
(8) Fourth Thursday in November	(Thanksgiving Day)
(9) Fourth Friday in November	(Day after Thanksgiving)
(10) December 24	(Christmas Eve)
(11) December 25	(Christmas Day)
(12) December 31	(New Year's Eve)

- 20.3 Employees must actually work a full shift the last scheduled work day before and the first scheduled work day after a City holiday to receive holiday pay, unless the employee is on approved paid leave. Any request for sick leave in conjunction with a City holiday must be supported by a doctor's certificate, if requested by the employee's supervisor.
- 20.4 If any of the listed holidays falls on a Saturday, the Friday preceding shall be celebrated as a holiday; if the holiday falls on a Sunday, the following Monday shall be celebrated as the holiday.
- 20.5 When a City holiday falls within a vacation period, the holiday time shall not be charged against an employee's accrued vacation.
- 20.6 Whenever a City holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours compensatory time.
- 20.7 When an employee is assigned to an alternative work schedule (i.e. 9/80 or 4/10 work schedule), he/she shall be entitled to take all the above designated holidays at full pay, not to exceed eight (8) hours for any one (1) day. If an employee, assigned to an alternative work schedule, and their regular work day is longer than eight (8) hours, that employee may, with management approval and if work is available, make up the additional hour(s) (one (1) additional hour for a 9/80 work schedule and two (2) additional hours for a 4/10 work schedule) for that holiday during the work week that included said holiday.

21. ARTICLE NO. 21 LEAVES

21.1 VACATION LEAVE

- 21.1 Every probationary and regular employee shall accrue, on a prorated basis, vacation leave for completed pay periods. Such vacation leave shall be available for use on the first day following the employee's completion of thirteen (13) pay periods of continuous service, from the employee's first day of regular, full-time service with the Employer.

Length of Service	Vacation Accrual Rate	Max. Accrual Balance
During the first 5 years of service, employees shall accrue 80 hours of vacation	3.08 hours per pay period	160 hours
After 5 full years of service, employees shall accrue 120 hours of vacation	4.62 hours per pay period	240 hours
After 10 full years of service, employees shall accrue 160 hours of vacation	6.15 hours per pay period	320 hours

21.1.2 Vacation Accrual

No employee shall be allowed to have an accumulation of more than two (2) years vacation accrual to his/her credit at any one time.

21.1.3 Vacation Scheduling

The time at which employees shall be granted vacations shall be at the discretion of the Department Head.

21.2 SICK LEAVE

21.2.1 Accrual

Employees shall accrue sick leave credit at the rate of eleven (11) eight (8) hour days per year. Unused sick leave may be accrued without limit.

21.2.2 Usage

Employees are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

- a) The employee's illness, injury, pregnancy, childbirth, or related medical condition incapacitates the employee from performance of duties.
- b) The employee's exposure to contagious disease that would jeopardize the health of others. When sick leave is granted under this circumstance, an explanatory medical certificate from a physician is required.
- c) A pre-scheduled or emergency medical or dental appointment which has been approved by the employee's direct supervisor.
- d) The care of the employee's ill or injured immediate family member (as defined below) to a maximum of five and a half (5.5) days per calendar year or as required by applicable law.

21.2.3 For the purpose of this Section, immediate family is defined as spouse, parent, sibling, children and such other persons whose relationship to the

employee is essentially similar to the aforesaid relationship.

21.2.4 Procedures for Requesting and Approving Sick Leave

- a) When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request authorization for sick leave at such time, in the manner hereinafter specified. In all other instances the employee shall notify his/her supervisor as promptly as possible by telephone or other means.
- b) Before an employee may be paid for the use of accrued sick leave he/she shall complete and submit to his/her Department Head a signed statement, on a prescribed form, stating the dates and hours of absence, the reason (i.e. ill, family sick leave, medical or dental appointment), and such other information as is necessary for the request to be evaluated. When sick leave is used to care for a family member, the family member must be identified on the leave request form. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the Director of Administrative Services or his/her designee.
- c) The Department Head may require a physician's statement from an employee who applies for sick leave, or make whatever investigation into the circumstances that appear warranted before taking action on the request.

21.2.5 Sick Leave Buy-Out

Employees may cash out sick leave twice per Fiscal year (June and November) up to a limit of sixty (60) hours per Fiscal year. Requests for June sick leave buy-outs shall be submitted to the Finance Department on a request form by May 10 and will be paid on the first payday of June. Requests for November sick leave buy-outs shall be submitted to the Finance Department on a request form by October 10 and will be paid on the first payday of November. Employees shall maintain a minimum sick leave balance of eighty (80) hours after cash out.

21.3 BEREAVEMENT LEAVE

Employees shall be granted a leave of absence with full pay in the event of death of an immediate family member (as defined above under Usage). The leave shall be for three (3) days that the employee is scheduled to work after the death of an immediate family member (including spouse, parent, child, brother, sister grandparent, grandchild, mother-in-law, father-in-law, grandparent-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any relation living with the employee) and shall be charged to the employee's sick leave balance unless there is an insufficient balance in which case the leave shall be charged to the employee's

vacation, compensatory time or personal holiday balance at the discretion of the employee. Upon request of the employee, and if circumstances warrant, the City Manager or his/her designee may grant an additional three days, also charged to sick leave, vacation, compensatory time or personal holiday balances as above.

21.4 FAMILY AND MEDICAL LEAVE

The Employer agrees to comply with applicable provisions of the Federal Family and Medical Leave Act and the California Family Rights Act, and in accordance therewith, has adopted the Family Leave Policy as set forth in the Personnel Rules and Regulations.

21.5 PERSONAL DAYS

The Employer will grant each represented employee a total of two (2) eight (8) hour personal days per year to be booked the pay period including July 1st each year. Employee must be employed on July 1 of the year to receive the personal days and must be on paid status.

21.6 JURY DUTY

The Association agrees to a two week limit on salaries paid to employees while serving on Jury Duty with an exception clause should a trial last unexpectedly longer than two weeks as addressed in the Human Resources Policies and Procedures Manual.

22. ARTICLE NO. 22 WORKERS COMPENSATION

22.1 Workers Compensation benefits will be provided as required by applicable State law. An employee may use accrued sick leave, compensatory time or other current leave banks to supplement the workers compensation hours/pay in order to reach a full 80 hours of pay per pay period.

23. ARTICLE NO. 23 ASSIGNABILITY

23.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, transfer, or assignment of either party hereto affected, or modified, altered, or changed in any respect whatsoever by any change of management of either party or by any change, geographical or otherwise, in the location or place of business of either party.

24. ARTICLE NO. 24 SAVINGS CLAUSE

- 24.1 Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision.
- 24.2 Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

25. ARTICLE NO. 25 TERM

- 25.1 This Agreement, except where stated otherwise, shall be effective as of the 1st day of July, 2012 and shall remain in full force and effect through the 30th day of June 2015 . It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this agreement.
- 25.2 In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

In witness whereof, the parties hereto have set their hands this date, August 27, 2012.

FOR THE CITY OF BIG BEAR LAKE

K. Smith 8/28/12
Kathleen Smith Date
Chief Operations Officer

Suzanne Kozma 8-22-12
Suzanne Kozma Date
Director of Human Resources

Jeffrey Mathieu 8/19/12
Jeffrey Mathieu Date
City Manager

FOR THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION

Anthony Walters 8-22-'12
Anthony Walters Date
Labor Relations Representative
San Bernardino Public Employees Association

Jackie Heule 8/22/12
Jackie Heule Date
Employee Representative

Randy Champion 8-22-12
Randy Champion Date
Employee Representative

Exhibit A

**SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION
REPRESENTED CLASSIFICATIONS**

Accounting Technician
(Exclusive of Payroll)

Administrative Clerk

Administrative Assistant
(Exclusive of City Clerk and City Manager's Office)

Assistant Planner

Building Inspector I/II

Code Compliance Officer I/II

Facilities/ Parks Maintenance Crew Leader

Facilities/Park Maintenance Worker

Mechanic I/II

Office Assistant I/II

Senior Code Compliance Officer

Senior Crew Leader

Senior Plans Examiner

Senior Office Assistant

Senior Theatre Broadcast Technician

Street Maintenance Crew Leader

Street Maintenance Worker I/II

Theater Broadcast Technician I/ II

Wastewater Collection System Operator I/II

Wastewater Systems Crew Leader