



MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF FONTANA

AND

SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION,

CITY HALL BARGAINING UNIT

FOR THE PERIOD OF

JULY 1, 2014 THROUGH JUNE 30, 2017

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF FONTANA
AND
SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION,
CITY HALL BARGAINING UNIT**

This Memorandum of Understanding ("Agreement") is entered into by the City of Fontana (hereinafter referred to as the "City") and the San Bernardino Public Employees Association (hereinafter referred to as the "Association"). The terms and conditions of this Agreement shall be applicable to all employees set forth in Appendix A commencing on July 1, 2014 and ending June 30, 2017.

**ARTICLE I
RECOGNITION**

For purposes of meeting and conferring on wages, hours and working conditions and general representation of its members, formal recognition is hereby granted to the Association.

**ARTICLE II
CITY PERSONNEL RULES**

It is understood and agreed that there exists within the City, in written or unwritten form, certain personnel rules, policies, practices and benefits, generally contained in the "City of Fontana Personnel Rules and Regulations," and "Employer-Employee Rules and Regulations" as amended by City resolutions and Memorandum of Understanding. Those rules, policies, and benefits, which are subject to the meet and confer process, will continue in effect, except for those provisions modified by this Agreement, unless and until modified by mutual agreement of the parties and enacted by the City Council, if necessary, in accordance with state laws, orders, regulations, official instructions or policies. In the case of change, other than by agreement, the Association shall be consulted with as soon as possible on the change.

The City shall distribute copies and updates of the Personnel Rules and Regulations as follows:

City Hall Representative - 2 copies
SBPEA Staff Representative - 1 copy

Those Staff representatives in receipt of such copies and updates shall be responsible for their continued maintenance and updates.

**ARTICLE III
NO DISCRIMINATION**

Neither the City nor the Association shall unlawfully discriminate in any way against any City employee or applicant for its employment.

**ARTICLE IV
ASSOCIATION MEMBERSHIP**

Section 1. Dues Deduction

The Association shall have the sole and exclusive right to have membership dues deducted for employees covered by this Agreement by the City, upon appropriate written authorization from such employee. Remittance shall be made by the City to the Association within fifteen (15) working days of the deduction of such sums.

Except as set forth below, employees as a condition of employment shall, within thirty (30) days, either join the Association, or pay to the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Association for the duration of the Agreement.

Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting public employee organizations shall not be required to join or financially support the Association as a condition of employment. Such employee shall pay an amount of money equivalent to regular Association dues to a non-religious, non-labor charitable fund, chosen by the employee, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Proof of such payment shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association.

The City shall deduct, upon receipt of a duly executed form, properly signed by a member of the bargaining unit, either dues to the Association or service fees for nonmembers, as appropriate. The Association shall advise the City, in writing, of the dues amount to be deducted for each member. Any change in dues will be submitted to the City, in writing, thirty (30) days prior to the effective date of such change. The City shall, as soon as possible, notify the Association General Manager if any member of the bargaining unit revokes a dues/fees authorization.

Employees will be allowed to have insurance premiums deducted from their pay check to cover insurances offered by the San Bernardino Public Employees Association. Said Payment will be in a lump sum payable to the Association and the Association will be responsible for payment to the carriers and administration of the programs.

Section 2. Hold Harmless Clause

In consideration of the above noted services, the Association agrees to release, indemnify and discharge the City from any liability or expenses, including, but not limited to, attorney's fees and reasonable costs, whatsoever as a result of any action taken pursuant to the provisions of this Article.

Section 3. Employee's Right To Revoke Agency Shop

Nothing herein shall be construed to modify employees' rights to revoke the Agency Shop provision of this MOU pursuant to the procedures set forth in Government Code Section 3502.5(b).

**ARTICLE V
WAGES**

Effective August 9, 2014 (payroll 18), each employee/classification in the City Hall group shall receive a 2% base salary increase.

Effective the first full pay period covering July 1, 2015, each employee/classification in the City Hall group shall receive a 2% base salary increase.

Effective the first full pay period covering July 1, 2016, each employee/classification in the City Hall group shall receive a 2% base salary increase.

**ARTICLE VI
WORKING HOURS AND WORK SCHEDULES**

Employees in the City Hall bargaining unit work a "forty (40) hour work week", 9/80 work schedule with City Hall open for business five (5) days a week. The City agrees to meet and confer with employees in the City Hall bargaining unit should it propose to change or modify the 9/80 work schedule. City Hall employees assigned to the Yard will follow the Yard's work schedule which is currently a 4/10.

The City Manager or designee(s) may change the work hours and/or days within the 9/80 work schedule for City Hall bargaining unit employees, without any obligation to meet and confer, so long as the employee is provided notice fourteen (14) calendar days prior to the effective date of the change. "Changes in work schedules" are intended to be of a permanent nature or for an extended period of time.

**ARTICLE VII
PERSONAL LEAVE ACCRUAL, LEAVE ACCRUAL LIMITS,
LEAVE CASH OUT AND NEGATIVE LEAVE USAGE**

Section 1. Personal Leave Accrual

The personal leave accrual rate shall be as follows:

<u>Years of Service</u>	<u>Hours Assigned</u>	<u>Pay Period Accumulation</u>
0 but less than 2 years	168 hours	6.46
2 years but less than 4 yrs	176 hours	6.77
4 years but less than 6 yrs	184 hours	7.08
6 years but less than 8 yrs	192 hours	7.39
8 years but less than 10 yrs	216 hours	8.31
10 years but less than 12 yrs	224 hours	8.62
12 years but less than 14 yrs	232 hours	8.92
14 years but less than 16 yrs	248 hours	9.54
16 years but less than 18 yrs	256 hours	9.85
18 years but less than 20 yrs	264 hours	10.15
20 years but less than 21 yrs	272 hours	10.46
21 years but less than 22 yrs	276 hours	10.61
22 years but less than 23 yrs	280 hours	10.76
23 years but less than 24 yrs	284 hours	10.91
24 years but less than 25 yrs	288 hours	11.06
25 years but less than 26 yrs	292 hours	11.21
26 years but less than 27 yrs	296 hours	11.36
27 years but less than 28 yrs	300 hours	11.51
28 years but less than 29 yrs	304 hours	11.66
29 years but less than 30 yrs	308 hours	11.81
30 years +	312 hours	11.96

Section 2. Leave Accrual Limits

The number of personal leave hours which can be carried over from year to year will be limited to a maximum of two and one half (2.5) years personal leave accrual. Employees will cease to accrue personal leave time until they have reduced their personal leave below their ceiling. The City Manager, at his discretion, reserves the right to payout an employee's accrued personal leave time which is in excess of the two year ceiling and/or the 80 hour maximum, when such payment has been determined to be in the best interest of the City.

Section 3. Leave Cash Out

The maximum amount of leave time (personal leave, compensatory time or a combination of both) which can be cashed out under the City's "leave plans" is eighty (80) hours.

For the 2014 Leave Cash Out only all members will be allowed to cash out a maximum of 120 hours. A second cash out will be required for 2014 and will be conducted and paid by August 31st. In order to cash out up to the 120 hours, the employee must have a minimum balance of 80 hours of personal leave remaining after the cash out.

The City Manager will annually determine if the City Council's goal of a 15% general fund fiscal reserve and a 10% infrastructure reserve, as identified in the City Budget, has been achieved. If the above goals have been determined to have been met, the maximum amount of leave time (personal leave, compensatory time or a combination of both), will be increased to one hundred and twenty (120) hours, provided additional general funds are available. (Effective July 2011)

Section 4. Negative Leave Usage

Employees may only use time already accrued. The City Manager may, upon written request, approve exceptions to this provision under extraordinary circumstances where the employee provides a written deduction authorization allowing the City to withhold any monies owed from this negative leave usage from the employee's final paycheck.

ARTICLE VIII BILINGUAL DIFFERENTIAL

Effective July 8, 2006 The City shall pay seventy-five dollars (\$75.00) per pay period for those employees who are assigned by the Department Head to assist with providing translation to and from a foreign language and other related services. Eligible employees will be required to pass a test which shall be administered by a qualified agency or individual.

ARTICLE IX CERTIFICATE PAY

Certificate Bonus Pay shall be eliminated for City Hall employees, except that those employees currently receiving such pay shall continue to receive it so long as the certificate continues to be relevant to the employee's job duties and responsibilities. The decision of the Department Head on relevancy is final and is not subject to the grievance procedures.

ARTICLE X HEALTH INSURANCE

Section 1 Health Insurance

Effective January 1, 2007, for employees paying out-of-pocket, the City will contribute to the City's Cafeteria Plan an amount equal to the cost of the Anthem Blue Cross HMO family rate with \$15.00 co-pay and the high dental family rate. The City's contribution shall not exceed the actual expenditures for the aforementioned coverage. The amount

that employees may receive under the City's Cafeteria cash back option shall be limited to \$558.35 per month.

Section 2. Health Insurance Benefits While on Leave

Employees who are eligible for disability insurance pay will receive health benefits for 60 days. Thereafter, the employee must pay for health benefits.

**ARTICLE XI
OVERTIME AND COMPENSATORY TIME**

Section 1. Overtime

Overtime shall be calculated at the rate of time and one-half for all time **actually** worked in excess of forty (40) hours in a workweek. There shall be no "pyramiding" of overtime (e.g., if an employee receives a minimum two hours call back pay at the overtime rate, and those hours worked also result in their working in excess of forty (40) hours in a work week, double overtime will not be paid.) For purposes of overtime calculations the workweek will end at the mid point of the employee's scheduled shift on Friday of each week. Absence due to floating holidays, compensatory time off and unscheduled personal leave shall not be regarded as time worked in calculating eligibility for overtime with the following two exceptions: (1) leave time and/or floating holiday time required to be used for regularly scheduled work days during the City's Winter Holiday Closure and (2) official and observed legal holidays (e.g., non floating holiday time) during the calendar year and Pre-approved/Pre-scheduled personal leave time and Jury Duty will be considered actual time worked. **No overtime will be recognized except with the prior approval of the Department Head or designee.**

Section 2. Compensatory Time

An employee may not have accrued to their account at the end of any fiscal year more than eighty compensatory time off hours. The cash value of any hours in excess of eighty credited to the employee's compensatory time account on June 30 of each year, shall be paid at the salary rate in effect on June 30 and will be paid out in conjunction with the City's Leave Payout program.

**ARTICLE XII
HOLIDAYS**

Section 1. Holidays Observed

The following days shall be observed by the City as paid holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day

Labor Day
Veteran's Day (eff: 2014)
Thanksgiving
Day after Thanksgiving

Independence Day

Christmas Eve
Christmas Day

In addition to these Holidays employees shall receive (3) Floating Holidays.

The holidays shall have the same hour equivalent as the employee's regular work schedule for that day (8, 9, or 10 hours) in order that the affected employees no longer have to supplement observed holidays off with paid personal leave. However, the value of the day after Thanksgiving shall be 8 hours, unless an employee would normally work more than eight hours on that Friday (July 2013).

Floating Holidays. The employee's holiday leave account shall receive 20 hours (for employees on 4/10 work schedule) or 18 hours (for employees on 9/80 work schedule) or 16 hours (for employees on 5/8 work schedule) on January 1 and will receive 10 hours or 9 hours or 8 hours credit (depending on work schedule) on November 1.

Effective July 1, 2000, floating holidays must be used within the fiscal year earned, and may not be carried over from year to year. Floating holiday time not used by June 30 of each year will be forfeited by the employee.

Easter Sunday. The Community Services Department will make every effort to schedule its regular full time employees off in observance of Easter. (July 2013)

Section 2. Holiday Occurring on a Weekend

Holidays that fall on an employee's Friday off, will be observed on the prior Thursday, as will holidays occurring on Saturdays. Holidays occurring on Sunday will be observed on the following Monday. Holidays that otherwise fall on an employee's normal day off will be converted to a Floater. Unless specifically approved by the Department Head in writing, employees will be off on the holiday as stated.

Section 3. Compensation for Working Holidays

Employees who, because of their job duties, must work on a non-floating holiday will be paid for the actual hours worked, and at the employee's discretion, shall also receive an equivalent amount of compensatory time off or straight time payment in lieu of any holiday compensation set forth in Sections 1 or 2 above.

Section 4. Eligibility for Holiday Pay

In order to be eligible for a paid holiday, employees must be in a paid status both the day before and the day after the holiday. For example, if a holiday fell on a Monday, and the employee was on a 4/10 work schedule with Fridays off, the employee would be required to be in a paid status on the Thursday before the holiday and the Tuesday following the holiday.

Section 5. Winter Holiday Closure

The City and the Association mutually agree to the closure of the City for business during the winter holiday period as follows:

2014: December 24, 2014 through January 1, 2015

2015: December 24, 2015 through January 1, 2016

2016: December 24, 2016 through January 1, 2017

In conjunction with City paid holiday time (Christmas Eve and Christmas Day), employees will be required to utilize their leave time (i.e., personal leave, compensatory time, floating holidays) to equal the remainder of their regular work schedule. Employees who have exhausted their leave time will be placed in a Leave Without Pay status for the closure period. However, if all of an employee's leave time has been exhausted due to a catastrophic event, and leave without pay would result in an undue hardship, the City agrees to review such situations on an individual basis, and where possible, provide alternatives which may help mitigate their situation. Employees requesting such consideration must submit their request in writing to the Human Resources Director prior to December 15th of each year.

ARTICLE XIII RETIREMENT BENEFITS

Section 1. Participation

The City participates in the CA Public Employees' Retirement System (CAL-PERS).

Employees hired prior to July 1, 2011 will have the 2.5 @ 55 PERS Plan for Local Miscellaneous Members and upon retirement an employee's "final compensation" will be based on the highest one-year salary.

Effective the first full pay period in July 2011 employees in this group (pre-7-1-11) will pay three (3%) percent of the Employees' portion of the CALPERS retirement system. The City shall pay the remaining employee contribution (5%); provided, however said payments shall not exceed the full employee portion of 8%. These payments are not salary increases but are the City's payment of employees' retirement contribution in accordance with Section 414(h)(2) of the Internal Revenue Code.

For the purposes of any future comparisons of the level of compensation of employees covered by this Agreement with comparable employees in other jurisdictions, these payments shall be taken into account along with measuring base salaries. These payments shall be credited to the employees' accounts with PERS.

Employees hired on or after July 1, 2011 will have the 2 @ 55 PERS Plan for Local Miscellaneous Members and upon retirement an employee's "final compensation" will be based on the final three (3) year average for determining retirement benefits. Employees in this group (post 7-1-11) will pay the full employee portion of the CALPERS retirement system.

Section 2. 1959 Survivor's Benefit

The City provides the Level 4 of the Level 1959 Survivor's Benefit for all employees enrolled in the PERS. The cost to employees for this benefit will be \$2.00 per month.

Section 3. PERS Military Buy-Back

The agreement between the City and PERS shall allow for the buy-back of time served by the employee in the Military as defined under PERS Regulation, Section 21024, Statutes of 1976.

Section 4. Health Insurance for Retired Employees

All employees hired prior to June 30, 1990, who retire from the City (i.e. begin to draw from their PERS retirement accounts) and have a minimum of ten (10) years of City service shall be eligible for retiree health benefits. The City's contributions towards retiree medical insurance shall not exceed the actual costs for the employee or employee and spouse, based on the City Kaiser Rate. Employees who retire (i.e. begin to draw from their PERS retirement account) after 20 years of City service, shall be entitled to receive City paid retiree dental insurance for the employee or the employee and spouse.

Employees who are ineligible for City paid retiree health insurance may elect upon retirement to continue medical and dental coverage at their own expense (including a reasonable administrative fee, not to exceed the statutory maximum for continuation coverage set forth under applicable law) through the City's medical and dental plans.

The City will reimburse the cost of the Part "B" Medicare coverage, for those employees who elect such coverage. This cost is automatically withdrawn from those employees' Social Security checks. Employees must supply the City with proof of payment of said coverage, and will be reimbursed on a quarterly basis. No retroactive reimbursements will be given.

**ARTICLE XIV
LONGEVITY PAY**

Effective July 1, 2006, all (City Hall/Yards) employees will be eligible to receive an annual longevity payment. Completed years of service will be calculated on a calendar year (January 1 through December 31). This payment will be included as reportable income to PERS. The payment will be issued on or before December 15th of each year and will be based on completed City of Fontana service in the following amounts:

10 years or more of continuous service	\$ 700.00
15 years or more of continuous service	\$1200.00
20 years or more of continuous service	\$1700.00
25 years or more of continuous service	\$2200.00
30 years or more of continuous service	\$2700.00

**ARTICLE XV
CALL BACK PAY**

The City will pay for a minimum of two (2) hours wages for each time an employee is called back to work after his regular shift is completed and he has left his assigned work site.

**ARTICLE XVI
REGULAR PART-TIME EMPLOYEES**

The Association will represent those regular classified twelve (12) month part-time employees ("classified" refers to those classifications formally adopted by City Council and incorporated into the City's classification plan) who share a community of interest with the existing City Hall bargaining unit (hereinafter "Regular/Classified Part-Time Employees or RCP employees"). Such employees shall also be eligible for benefits and other terms and conditions of employment as set forth in this MOU, except as provided herein. The parties expressly agree that Regular Part-Time Employees do not include: (a) seasonal or temporary employees; or (b) employees who are either supervisory, management or confidential.

Regular/Classified Part-Time (RCP) Employees shall be eligible for personal leave on a pro rata basis (assuming eighty (80) hours per pay period equals one hundred percent (100%) and shall be paid for City designated holidays only if the holidays occur on days which they are regularly scheduled to work. The value of the holiday will be based on employee's normal scheduled hours for that day. RCP Employees shall not be eligible for longevity pay, or certificate bonuses. Part-time employment shall not count towards length of service for seniority or layoff purposes. Effective July 2014 RCP employees will be included in the annual service award program. RCP employees are eligible for the Public Agency Retirement System (PARS) or upon reaching 1,000 hours in a fiscal year the California Public Employees Retirement System (CALPERS). Employees will pay applicable employee portions.

Regular Part-Time Employees shall be eligible to participate in a Cafeteria Plan designated by the City, and shall receive a contribution equal to fifty percent (50%) of the benefit provided to Regular Full-Time Employees. The benefits for this plan shall include medical insurance, dental insurance, life insurance, and long-term disability insurance. Employees who do not utilize the full dollar amount of the City's contribution in selecting benefits in the plan, shall receive the unused portion as "cash back."

To the extent that the parties have failed to list any other benefits contained in the MOU or the City's Personnel Rules and Regulations, it is their intent that such benefits and conditions would apply to RCP Employees on a pro-rata basis where such benefits are conditioned upon, or in any way related to hours worked or length of service.

**ARTICLE XVII
COMPENSATION FOR ACTING APPOINTMENTS**

Subject to the following conditions, an employee who is required, on the basis of an acting appointment, to serve in a class with a higher salary range than that of the class in which the employee is normally assigned, shall receive the entrance salary rate of the higher salary range or the rate of five percent (5%) higher than the employee normally receives, whichever is greater.

- a) Such pay will be for all hours worked in an acting appointment which are in excess of 80 hours in any floating six-month period.
- b) The employee must perform all the duties and assume all the responsibilities of the higher class.
- c) Compensation for acting appointments shall be limited to the temporary filling of a vacant, regular position due to termination, promotion, or extended sick leave of the incumbent or the temporary filling of a newly budgeted position, where the needs of the City require that the position be filled.
- d) The City Manager must approve all such appointments based upon a finding that the criteria set forth in this paragraph have been met.

**ARTICLE XVIII
STANDBY DUTY**

Section 1. Definition of Standby

An employee who is assigned to be near at hand and ready to respond immediately to an emergency is on standby. Employee's assigned to standby are required to be immediately available by telephone (home or cell).

Section 2. Required Standby for Specified Engineering Employees

Employees within specifically identified classifications shall be required to perform standby duty to receive and handle emergency work during those hours when the Engineering Department of Development Services is closed. Standby duty shall be performed in addition to the employee's regular assignment. The Department will attempt to utilize volunteers to fill standby assignments, however, if there are no qualified volunteers, the Department reserves the right to make the required standby assignments.

Section 3. Eligibility

An employee may be eligible to be placed on the standby list once the employee has received sufficient training attested to by the Director or his/her designee; and has an overall performance evaluation rating of satisfactory or better.

Persons assigned to the Traffic or the Public Works Inspection Section who hold the following classifications may be required to perform standby duty and will be eligible for standby pay:

- Associate Engineer
- Assistant Engineer
- Engineering Technician I
- Engineering Technician II
- Traffic Engineering Technician
- Traffic Signal Maintenance Technician
- Public Works Inspector

The City may designate additional positions for standby as recommended by department director(s) and approved by the Human Resources Director to meet the service needs of the City.

Section 4. Assignment to Standby

Standby assignments will be made by the Department Director or his/her designee(s) who shall establish a schedule for a specified period of time. The Director may change and/or modify the standby schedule as deemed necessary to ensure that the City's goals and objectives are achieved. All changes and/or modifications are subject to the providing affected employees with a minimum of two weeks written notice.

Section 5. Authority for Emergency Call Out

If additional personnel are required to perform an emergency assignment, the standby person is authorized to call out appropriate personnel or the signal maintenance contractor in accordance with the instructions provided by the Director or his/her designee.

Section 6. Standby Compensation

An employee assigned to standby duty will be compensated at a rate of \$175.00 per week, and will be entitled to overtime as provided for herein. (July 2013)

Section 7. Standby for Information Services Division

The Information Services Division must maintain the City's computer system, including the Police computer systems, on a 24-hour basis. This requires staff to be placed on standby in order to be able to respond and provide emergency support within two hours of receiving a call.

The Information Services Specialists shall rotate standby responsibilities on a weekly basis, as assigned. When on Standby status, the standby employee must respond to the work site within two hours, if the problem cannot be corrected via remote access. Employees assigned to standby shall be compensated \$175 per week; and employees

shall receive overtime compensation in accordance with City policies for any time worked as a result of being on standby and responding to a call.

The City may designate additional positions for standby as recommended by department director(s) and approved by the Human Resources Director to meet the service needs of the City.

ARTICLE XIX UTILIZATION OF UNDERFILL CLASSIFICATIONS

Section 1. Budgetary Underfill

Due to financial constraints, Departments may find it necessary to underfill higher allocated positions with lower, less expensive positions. If such an appointment is made for budgetary purposes, the incumbent shall remain at the lower classification, and shall not be assigned the duties of the higher allocated position.

Section 2. Trainee Underfill

In the absence of an eligibility list for the allocated position, departments may choose to utilize a lower classification position within the classification family. This type of underfill can expedite the filling of a vacancy. A Trainee Underfill must be appointed from an appropriate eligibility list (i.e., lower classification within the classification family), and appointments must be made on a competitive basis. The employee must qualify for the higher classification within a specified period of time as outlined in the Trainee Underfill Agreement or be terminated. The employee shall be required to qualify by one or more of the following:

- (1) Additional Experience;
- (2) Additional Schooling;
- (3) Possession of State Certification or license;
- (4) Probationary period progress report;
- (5) Successful completion of an appropriate examination.

Employees who are appointed as a Trainee Underfill will not be entitled to any compensation for taking on the job duties and responsibilities of the higher classification during the Trainee period.

It will be the responsibility of the employee and their supervisor to notify the Human Resources Department when the employee appears eligible for promotion to the allocated position. An application form for the higher classification must be completed by the employee, and forwarded to the Human Resources Department along with a signed memo from their Department Head indicating that they are requesting a review of the employee's current status to determine eligibility for the promotion.

The Human Resources Department will review the application and inform the Department Head of the effective date of the promotion if the employee is eligible.

**ARTICLE XX
LAYOFFS**

The City agrees to notify the Association representatives at least 14 calendar days prior to the imposition of furlough days for City Hall bargaining unit members.

**ARTICLE XXI
MERIT INCREASES**

Merit increases will be 5% increments beginning with A step and ending with E step.

**ARTICLE XXII
SHORTS OPTION**

Field personnel may wear neutral or dark solid colored walking shorts if appropriate for the job. Upon the occurrence of the first injury attributable to wearing short pants (vs. long pants) the City and the City Hall bargaining unit agree to meet and confer.

**ARTICLE XXIII
ACCESS TO WORK LOCATIONS**

The parties recognize and agree that in order to maintain good employee relations, it is sometimes necessary for Labor Relations Representatives of the SBPEA to confer with City employees during working hours.

Therefore, SBPEA Labor Relations Representatives will be granted access to work locations during regular working hours to investigate and process grievances or appeals when so necessary. SBPEA Labor Relations Representatives shall be granted access upon obtaining authorization from the appointing authority or designated management representative prior to entering a work location and after advising of the general nature of the business. However, the appointing authority or designated management representative may deny access or terminate access to work locations if in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of City operations. The appointing authority shall not unreasonably withhold timely access to work locations. The appointing authority shall insure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the appointing authority or designated management representative shall establish a mutually agreeable time for access to the employee.

SBPEA Labor Relations Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

The appointing authority or designated management representative may mutually establish with the SBPEA Labor Relations Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several

employees are affected by a specific issue. The City shall not unduly interfere with SBPEA's access to work locations.

**ARTICLE XXIV
EMPLOYER/EMPLOYEE RESOLUTION**

City representatives agree to meet with SBPEA representatives for the purpose of updating and clarifying the Employer-Employee Relations Resolution of the City of Fontana.

**ARTICLE XXV
HEALTH AND SAFETY COMMITTEE**

A joint labor/management committee shall be established with equal SBPEA and City representatives to discuss safety and health issues on a monthly or quarterly basis or as otherwise determined by the committee. The committee shall be comprised of an equal number of representatives from the Yard and City Hall units.

**ARTICLE XXVI
ONE TIME CASH PAYMENT**

The City agrees to a one-time cash payment of \$2000.00. Said payment to be paid as soon as practical after the implementation of this MOU but no later than August 31, 2014.

**ARTICLE XXVII
COMMERCIAL DRIVER'S LICENSE STIPEND**

The City and the Association have met and agreed to a compensation plan as outlined in the Driver's License Program document (Appendix B). The program will be evaluated and updated as needed (July 2013)

**ARTICLE XXVIII
WELLNESS**

The City shall allow all employees represented by the SBPEA City Hall use of the Miller and North Fontana Fitness Centers (ONLY) at no cost to the employee. Use of the centers is subject to the rules and regulations and hours of operation determined by the Community Services Department. Employees MUST show City issued ID to obtain access. (July 2013)

**ARTICLE XXIX
BOOT ALLOWANCE**

The City will provide a \$135 per year boot allowance that will be paid in October of each year for the purchase of steel toed boots meeting OSHA guidelines for PW Environmental, Code Compliance, Building Inspectors, and Public Works Inspectors that are required to wear safety footwear. Code Compliance will be in compliance with the Police Department uniform guidelines.

Additional Classifications may be added dependent on City safety needs.

**ARTICLE XXX
SALARY SURVEY**

A "Benchmark " salary survey will be conducted six (6) months prior to the next negotiations process and concluded by March 31, 2017. The SBPEA representatives will be included in the discussions of the cities and the benchmark classifications that will be utilized in the survey. The final survey documents will be reviewed and discussed with the SBPEA representatives.

**ARTICLE XXXI
SEVERABILITY**

If any article of this Agreement shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such article or section shall be deemed to be null and void and of no further effect. However, such articles and sections shall be severable from the remainder of this Agreement, and all other provisions hereof shall continue in full force and effect.

RATIFIED BY CITY COUNCIL: Tentative Agreement on August 12, 2014 Closed Session
Official Ratification on September 9, 2014 Consent Calendar

CITY OF FONTANA

**SAN BERNARDINO PUBLIC EMPLOYEES'
ASSOCIATION / CITY HALL UNIT**

APPENDIX "A"

Class Code	Job Class Title
3910	Account Clerk I
4150	Account Clerk II
5810	Accountant I
5330	Accounting Technician
5060	Administrative Aide
5720	Administrative Analyst I
5830	Administrative Analyst II
5070	Administrative Assistant
3200	Administrative Clerk I
3500	Administrative Clerk II
4520	Administrative Technician
2129	Aquatics Coordinator
5520	Arborist
6500	Assistant Engineer
5760	Assistant Park Planner
5540	Assistant Planner
6700	Associate Engineer
6400	Associate Planner
4720	Building Inspector I
5360	Building Inspector II
4725	Building Permit Aide
4730	Building Permit Technician
3310	Business License Technician
4510	Buyer
5380	Cable Production Specialist
3015	Cable TV Operations Asst.
2070	Cashier
2900	Clerical Aide
2212	Code Compliance Technician
5370	Code Compliance Inspector
2130	Community Services Coordinator
2060	Development Services Representative
4600	Engineering Technician I
5570	Engineering Technician II
2126	Environmental Control Assistant
5510	Environmental Control Specialist
4690	Environmental Control Technician
3100	Environmental Control Trainee
3017	(IT) GIS Analyst

6450	GIS Engineering Technician
6451	(IT) GIS Technician
4560	Housing Technician
2122	IT Business Analyst I
2181	IT Senior Technician
2179	IT Technician I
2183	IT Technician II
5260	Landscape Inspector
5270	Landscape Technician I
2090	Landscape Technician II
2128	Marketing Communication Specialist
2127	Planning Compliance Technician
6200	Plan Check Engineer I
6620	Plan Check Engineer II
2115	Plans Examiner I
2120	Plans Examiner II
4810	Planning Technician
2184	Production Coordinator
6760	Project Coordinator
6440	Project Specialist
2210	(IT) Public Safety Systems Specialist
5210	Public Works Inspector
4270	Secretary
2170	Software Support Technician
5480	Senior Administrative Aide
5690	Senior Building Inspector
5670	Senior Code Enforcement Inspector
5280	Senior Environmental Control Technician
2110	Senior Plans Examiner
6310	Senior Public Works Inspector
2170	(IT) Software Support Technician
2168	(IT) Telecommunications Specialist
5580	Traffic Engineering Technician
6430	Traffic Signal Maintenance Technician