CONTRACT NO.
CO 14-228

MEMORANDUM OF UNDERSTANDING

CITY OF RANCHO CUCAMONGA
AND
SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION
2014-2017

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RANCHO CUCAMONGA, CALIFORNIA
AND THE
SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION (SBPEA)

SECTION 1: RECOGNITION

The City of Rancho Cucamonga recognizes the San Bernardino Public Employees Association (SBPEA) as the recognized employee organization for City employees in the Maintenance Bargaining Unit, comprised of the following classifications:

Maintenance Worker
Lead Maintenance Worker
Mechanic
Equipment Operator
Signal and Lighting Coordinator
Inventory Specialist
Senior Maintenance Worker
Maintenance Coordinator
Lead Mechanic
Electrician
Signal and Lighting Technician

SECTION 2: COST OF LIVING ADJUSTMENT

There shall be no cost of living adjustment (0%) for the term of this agreement.

SECTION 3: SALARY STRUCTURE

As of the effective date of this MOU, all employees will be assigned to salary ranges which are no less than 20% (40 salary code steps) below the control point and no more than 5% (10 salary code steps) above the control point. Actual salary within the range is determined by performance, achievement of goals and objectives, or for recent appointments, growth within the position.

A. Effective the first full pay period in July 2015, the upper end of the salary structure will be increased from 5% (10 salary code steps) above the control point to 7.5% (15 salary code steps) above the control point for the existing salary ranges. This is a 2.5% increase in the available merit based salary ranges.

   Any individual who has been at the top step of their range for 365 days or more prior to July 1, 2015, shall be eligible for up to a 2.5% step increase effective the first full pay period in July 2015, if their last annual evaluation was meets standards or higher. All other individuals who have been at the top step of their range for fewer than 365 days prior to July 1, 2015, shall be eligible for a 2.5% increase to their current step effective with the first full pay period after their anniversary date, if their annual evaluation after July 1, 2015 is "meets standards" or higher.

B. Effective the first full pay period in July 2016, the upper end of the salary structure will be increased from 7.5% (15 salary code steps) above the control point to 10% (20 salary code steps) above the control point for the existing salary ranges. This is a 2.5% increase in the available merit based salary ranges.

Any individual who has been at the top step of their range for 365 days or more prior to July 1, 2016, shall be eligible for up to a 2.5% step increase effective the first full pay period in July 2016, if their last annual evaluation was meets standards or higher. All other individuals who have been at the top step of their range for fewer than 365 days prior to July 1, 2016, shall be eligible for a 2.5% increase to their current step effective with the first full pay period after their anniversary date, if their annual evaluation after July 1, 2016 is "meets standards" or higher.

SECTION 4: SALARY SURVEY

The City shall conduct a salary survey of labor market cities approximately six months before the start of new labor negotiations for the next MOU.

SECTION 5: LIFE INSURANCE

The City provides $30,000.00 base coverage of life insurance for all employees. Employees who want to purchase additional life insurance coverage with personal funds may do so at the City's group rate.

SECTION 6: HEALTH INSURANCE

A. EMPLOYEES HIRED BEFORE JULY 1, 1994

The City shall provide employee and family health insurance for all existing full-time continuous salaried employees within the bargaining group, subject to the limitation that no such monthly funding by the City shall exceed the following:

$995.60

B. EMPLOYEES HIRED AFTER JULY 1, 1994

The City shall provide employee and family health insurance for all full-time continuous employees within the bargaining group who have been hired on or after July 1, 1994, subject to the limitation that no such monthly funding by the City shall exceed the following:

$700

Effective the first full pay period after approval of the MOU by the City Council, this

amount will increase by $50 to a total of $750 per month.

Effective with the first full pay period in July of 2015, this amount will increase by $50 to a total of $800 per month.

Effective with the first full pay period in July of 2016, this amount will increase by $50 to a total of $850 per month.

C. CASH IN-LIEU PAYMENT

Represented employees who had waived coverage under a City-paid medical insurance plan, and were receiving a cash in-lieu payment in the amount of $200 per month for single coverage or $300 per month for family coverage as of September 30, 2012, may continue to receive this cash in-lieu payment as long as they remain eligible. To be eligible, an employee must provide proof of other medical insurance coverage and must have provided a signed waiver.

No other represented employees shall be eligible for this benefit. Employees not receiving cash in-lieu as of September 30, 2012, may still waive coverage by providing the proof of insurance and signed waiver as noted above, but will not receive a cash in-lieu payment.

SECTION 7: RETIREE MEDICAL

Subject to the conditions stated below, effective upon a service or disability retirement from City service at or beyond age 55 with 10 consecutive years of City service at the time of retirement, retirees shall be eligible to 100% personally fund, without any City contribution, participation in a group health insurance program(s) which is making group health insurance available to the City's retirees.

It is agreed and acknowledged by the parties to this MOU that no representation is or can be made by the City, that such group retiree health insurance is available, or if available, will remain available for any specific future period of time.

If no such group health insurance is reasonably available, or if the private carrier(s) terminates such coverage as to the retiree group or any individual group member, the City shall have no obligation/duty to self-fund or otherwise provide insurance or replacement insurance.

All premiums for the retiree and/or eligible dependents shall be borne by the retiree. The City shall advance and submit the necessary premiums to the carrier(s), subject to the retiree reimbursing the City no later than 30 calendar days after City payment of the premium. Failure to timely reimburse the City shall result in no further premium payments being made by the City, resulting in termination of insurance coverage.

The City's duty to advance said premiums shall terminate at age 65 of the retiree, regardless of whether or not the retiree is eligible for Medicare.

City shall advise the group carrier of the insured's status as a retiree. Coverage eligibility shall then be solely determined by the group insurance carrier(s). It is likely that premium rates for retirees and/or dependents shall be greater than rates for employees. Regardless, retirees shall pay 100% of said rates.

If at any time, it is determined by any group health insurance carrier that the City is prohibited from seeking premium reimbursement from a retiree, City affiliation and retiree enrollment in said group insurance plan shall immediately terminate upon rendering of the insurance carrier's decision. In such case, no retiree shall seek reimbursement from the City for any prior premiums paid by the retiree to the City as and for premium reimbursement.

SECTION 8: DENTAL INSURANCE

The City shall provide a dental insurance plan for all full-time continuous salaried employees within the bargaining unit. The City agrees to average the cost of dental insurance for all full time continuous salaried employees within the bargaining unit.

SECTION 9: OPTICAL INSURANCE

The City shall provide an optical insurance plan for all full-time continuous salaried employees within the bargaining unit. The City agrees to average the cost of optical insurance for all full time continuous salaried employees within the bargaining unit.

SECTION 10: PREMIUM ONLY PLAN UNDER SECTION 125

A. The City has implemented a Section 125 (premium only plan) that allows pre-tax payroll deductions for employee's contributions for health benefits.

B. The City agrees to provide technical assistance (such as automatic payroll deduction, etc.) in the event employees within the bargaining unit decide to expand this benefit from a "premium only plan" to a "flexible spending account" provided that those participating pay all costs incurred in expanding and maintaining this program.

SECTION 11: RETIREE HEALTH SAVINGS ACCOUNT

The City agrees that it shall provide information and allow to be established and implemented, at no cost to the City, a voluntary form of Retiree Health Savings Account. Actual establishment of the Health Savings Account requires the approval of the bargaining unit.

SECTION 12: BEREAVEMENT LEAVE

When a death occurs in the family of a full time employee, the employee shall be granted

up to five (5) bereavement leave days with pay. A death certificate or other acceptable evidence may be required by the City Manager or designee before leave is allowed. Family members are defined as follows: employee's spouse or domestic partner, employee's parents, employee's grandparents, employee's children, employee's siblings, or employee's grandchildren, employee's spouse or domestic partner's parents, employee's spouse or domestic partner's grandparents, brother-in-law, sister-in-law, employee's spouse or domestic partner's children, employee's spouses grandchildren, or a blood relative residing with employee. The City Manager or designee shall approve such bereavement leave. (References to domestic partner refer to registered domestic partners, as defined by California Family Code Section 297).

SECTION 13: PERSONAL LEAVE

Employees within the bargaining unit can use up to 40 hours of accrued sick leave, vacation, administrative leave or holiday time as personal leave. These 40 hours can be used incrementally (i.e., 1 hour, 1/2 hour) throughout the fiscal year. Use of this time is for situations requiring the employee's attention and addressing work-life balance issues. Personal Leave needs to be cleared with their supervisor when using this time. Personal leave can be taken after six months service.

SECTION 14: VACATION

All full-time employees within the bargaining unit shall, with continuous service, accrue working hours of vacation monthly according to the following schedule. Vacation can be taken after six months service.

Length of Service In Years	Hours Accrued Per Pay Period	Annual Hours Accrued
1	3.077	80
2	3.461	90
3	3.846	100
4	4.230	110
5	4.615	120
6-8	5.000	130
9	5.384	140
10	5.769	150
11-13	6.153	160
14	6.538	170
15+	6.923	180

SECTION 15: VACATION BUYBACK

Annually, at the employee's written request, the City will "buy back," the total cash value of up to 120 hours of previously earned vacation leave. This buy back shall occur twice annually, in April and November. Employees must maintain a minimum of 40 hours of accrued vacation subsequent to any payment of vacation buy back time. Employees who

wish to sell back vacation must request payment of not less than 20 hours and not more than 120 hours in a calendar year.

SECTION 16: SICK LEAVE

Sick leave can be taken after six months service. All full-time employees within the bargaining unit shall, with continuous service, accrue 120 hours of sick leave annually.

SECTION 17: SICK LEAVE BUYBACK

Employees within the bargaining unit who terminate their city employment after 5 years of continuous service and have at least 50% of five years' sick leave accrued on the books upon termination can sell 120 hours back to the City.

SECTION 18: HOLIDAYS

The City Offices shall observe the following fourteen (14) holidays. All full time continuous salaried employees within the bargaining unit shall be compensated at their regular rate for these days.

(1)	July 4	Independence Day
(2)	First Monday of September	Labor Day
(3)	November 11	Veteran's Day
(4)	Fourth Thursday of November	Thanksgiving Day
(5)	Day following Thanksgiving (Floater)	
(6)	December 24	Day preceding Christmas (Floater)
(7)	December 25	Christmas Day
(8)	January 1	New Years Day
(9)	Third Monday of January	Martin Luther King's Birthday
(10)	Third Monday of February	President's Day
(11)	Last Monday of May	Memorial Day

(12) Three discretionary days may be taken by an employee at his/her convenience after six months service subject to approval of the department head. Days may not be carried over from one fiscal year to the next.

Whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Whenever a holiday falls on a Friday or Saturday, the preceding Thursday shall be observed as the holiday. When a holiday combination occurs (Thanksgiving, Christmas, etc) where two consecutive days are holidays and it would result in the City Hall being open to serve the public only 2 days during the week, only one of the holidays will be observed and the other holiday will become a floating holiday. For example, for Thanksgiving, Thursday will be observed as the regular holiday; however Friday will become a floating holiday to be used at a later date. For Christmas, Wednesday will be observed as the regular holiday; however Tuesday (the day preceding Christmas) will

become a floating holiday to be used at a later date. In the instance of Thanksgiving, Christmas, or New Years, employees will have until June 30 to use those floating holidays accrued between Thanksgiving and New Years. Also, those days will not accrue as floating holidays until the actual holiday has occurred. Each year the City will designate which days will be observed and which are floating holidays.

Employees within the bargaining unit who are eligible to bank a holiday have until June 30 (end of fiscal year) to use the banked holiday earned from July 1 through April 30. Any holiday banked in May and June, employees have until September 30 to use the banked holiday.

SECTION 19: HOLIDAY TIME

The City agrees that employees within the bargaining unit who are assigned to work on a holiday, whether or not their regular shift assignment requires they work that day, are eligible for pay at time and one-half for working that day. This time and one-half may be taken as compensation or put in a compensatory time off bank (in effect, compensating at double time and one-half). That rate of compensation is tallied as follows: the ten (10) hours compensation for the holiday, plus compensation at time and one-half for the hours actually worked. This payment at time and one-half abrogates the employee's right to that holiday.

SECTION 20: PREMIUM HOLIDAY COMPENSATION

Bargaining unit employees required as part of the regular work assignment to work on Christmas Day, New Years Day, Independence Day or Thanksgiving Day, are allowed to observe the holiday on another day. Additionally, these employees who work on the aforementioned designated holidays may select to receive compensation on that holiday at time and one-half for the ten hour shift or take a second holiday as time off at a later date.

SECTION 21: NATAL AND ADOPTION LEAVE

A. WITH PAY

Employees within the bargaining unit are granted up to 2 days natal and adoption leave with pay for the birth or adoption of a child, however, use of the two paid days does not extend any time charged under FMLA or CFRA. Any paid time required beyond this initial 2 days must be charged to sick leave, vacation, compensatory or floating holiday time.

B. WITHOUT PAY

The City shall provide employees within the bargaining unit up to four months natal and adoption leave for the birth or adoption of a child; such leave shall be pursuant to the provisions of the California Pregnancy Disability Act ("PDA"; California Government Code Section 12945), if applicable. The City's PDA policy is incorporated herein by reference. Employees on this leave of absence without pay beyond the four-month period will be responsible for the payment of medical,

dental and optical premiums to keep the coverage in force during the leave of absence.

SECTION 22: WORKERS COMPENSATION LEAVE

Any employee within the bargaining unit covered herein who is receiving disability payments under the "Workers Compensation Act of California" for on-the-job injuries sustained while engaged in the performance of duties of any such City position, shall receive from the City during the first three months of such disability absence, payments in an amount equal to the difference between the disability payments received under Workers Compensation Act and the employee's full salary. Such payments by the City should be made without any deduction from accrued sick leave benefits. The City's obligation for such payments shall commence on the first (1st) day of such disability absence. In the event the employee's disability absence should exceed three months, an employee shall be allowed to supplement the Workers Compensation benefit received under State law with available accrued sick leave, accrued vacation leave, accrued compensatory time. The total number of leave hours, along with the Workers Compensation benefit, shall not exceed the employee's base pay for each day of the leave. For this purpose, accrued leave hours can only be used in one-hour increments.

SECTION 23: MILITARY LEAVE

Employees within the bargaining unit required to serve military leave will be compensated pursuant to the Military and Veterans Code. To qualify for compensation the military orders must be submitted to the supervisor prior to their tour of duty and must be attached to the timecard for that pay period.

SECTION 24: MILITARY SERVICE BUY BACK

Employees within the bargaining unit have the option for military service buy back at the employee's expense.

SECTION 25: OVERTIME – MAINTENANCE BARGAINING UNIT

The City agrees that employees within the bargaining unit who are, due to health and safety reasons, sent home to rest and to be available to work additional hours as a result of a storm or impending emergency situation and are not subsequently recalled to work, will be compensated for the hours not worked in that shift, due to them having been sent home, to bring the total hours to 10 worked in that shift.

Employees within the bargaining unit who are subsequently recalled to work the storm or emergency situation will work no more than 12 consecutive hours, due to health and safety reasons. Any hours worked in excess of 10 in that 12 hour shift will be paid at time and one-half, regardless of the total number of compensated hours for that work week.

Employees within the bargaining unit, who have already worked forty (40) hours in a work week, may request time off in order to avoid payment of overtime. It is at the discretion of the supervisor to approve that request.

SECTION 26: ON CALL PAY

Employees within the bargaining unit required to be on call shall be compensated at the rate of $275.00 per week.

SECTION 27: SAFETY FOOTWEAR

The City will provide up to $355.00 annually toward the purchase and/or replacement of safety footwear as needed, at a city designated vendor for employees required to wear safety footwear in the performance of their job duties. The $355.00 shall also be available to purchase footwear related accessories including laces, socks, orthotics, or sole inserts. There shall be no change in the current voucher method of funding these footwear items/accessories.

SECTION 28: RETIREMENT BENEFIT

Unit members who do not meet the definition of "new member" under the California Public Employees' Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as "classic members") are enrolled in either the CalPERS retirement plan commonly referred to as the 2.5% at age 55 retirement plan ("Tier 1" and "Tier 2"), or in the 2% at age 55 retirement plan ("Tier 3") and shall be provided the benefits as described below:

A. Tier 1 - Employees Hired Before September 1, 2010
   § 21354.4 2.5% at 55 Full Formula
   § 21574 4th Level 1959 Survivor
   § 20042 1 Yr Final Compensation

   Until the first full pay period in July 2015, City pays the normal eight percent (8%) CalPERS member contribution per Resolution 11-063.

   Effective July 1, 2013, employees shall pay one percentage point (1%) of the normal CalPERS employer contribution, in addition to the portion of the member contributions described below.

   Effective with the first full pay period in July 2015, employees will also pay two percent (2%) of their PERSable compensation towards their CalPERS member contribution, and City pays six percent (6%) of the normal CalPERS Member contribution.

   Effective the first full pay period in July 2016, employees will pay an additional two percent (2%) of their PERSable compensation towards their CalPERS member contribution for a total of four percent (4%), and City pays four percent (4%) of the normal CalPERS Member contribution.

B. Tier 2- Employees Hired Between September 1, 2010 and July 3, 2011
   § 21354.4 2.5% at 55 Full Formula
   § 21574 4th Level 1959 Survivor
   § 20042 1 Yr Final Compensation

Until the first full pay period in July 2015, City pays seven percent (7%) of the normal CalPERS member contribution; employee pays one percentage point (1%) of the CalPERS member contribution per Resolution 11-063.

Effective the first full pay period in July 2015, employees will pay an additional two percent (2%) of their PERSable compensation towards their CalPERS member contribution for a total of three percent (3%), and City pays five percent (5%) of the normal CalPERS Member contribution.

Effective the first full pay period in July 2016, employees will pay an additional two percent (2%) of their PERSable compensation towards their CalPERS member contribution for a total of five percent (5%), and City pays three percent (3%) of the normal CalPERS Member contribution.

C. Tier 3 - Employees Hired between July 4, 2011 and December 31, 2012, and Employees Deemed "Classic" members hired on or after January 1, 2013:

§ 21354 2% @ 55 Full Formula
§ 21574 4th Level 1959 Survivor
§ 20037 3 Yr Final Compensation

City pays six percent (6%) of the normal CalPERS member contribution; employee pays one percentage point (1%) of the CalPERS member contribution per Resolution 11-063.

Effective the first full pay period in July 2015, employees will pay an additional two percent (2%) of their PERSable compensation towards their CalPERS member contribution. (City pays four percent (4%) of the normal CalPERS Member contribution and employee pays three percent (3%) of the normal CalPERS member contribution).

Effective the first full pay period in July 2016, employees will pay an additional two percent (2%) of their PERSable compensation towards their CalPERS member contribution. (City pays two percent (2%) of the normal CalPERS Member contribution and employee pays five percent (5%) of the normal CalPERS member contribution).

D. It is understood that all contributions paid by the employee as described in Parts A through C above shall be calculated based upon the full base salary of the employee, plus any additional PERSable compensation, and any Employer Paid Member Contributions (EPMC).

E. The City pays EPMC for the various "Tiers" as outlined above and reports the value of EPMC payments as special compensation. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1)(F) as Value of Employer-Paid Member Contributions. The parties also agree that the City has no additional obligation or costs should CalPERS, the State or the IRS determine otherwise.

The City shall adopt necessary resolutions related to the changes in EPMC effective the first full pay period in July of 2015 and the first full pay period in in July of 2016.

The City adopted a resolution providing that all employee CalPERS contributions shall be deducted on a pre-tax basis to the extent permitted by law or IRS regulation.

F. There shall be no sunset date to any provision in Section 28.

G. The California Public Employees' Pension Reform Act of 2013 (PEPRA) - As it may from time to time exist, the PEPRA shall in its entirety be given full force and effect. Any provision in the 2014-2017 MOU which contradicts any provision of the PEPRA shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be deemed to impair any provision of the 2014-2017 MOU. PEPRA includes, but is not limited to, the provisions described below:

Unit members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

Unit members who are "new members" and miscellaneous employees on and after January 1, 2013, shall be enrolled in the 2% @ 62 retirement formula (Govt. Code § 7522.20).

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.), and their retirement benefits shall be calculated based on "pensionable compensation" (Section 7522.10) rather than "compensation earnable" (Section 20636).

H. In addition, the City has adopted the PARS Retirement Enhancement Plan generally described as .5% (one-half percent) at 55 or at 60, depending upon the employee's hire date, for all miscellaneous employees hired on or prior to December 31, 2012. To be eligible, employees must be at least age 56, have ten (10) years of full-time continuous service and retire from the City. This benefit will be paid to qualified retirees in addition to any CalPERS benefits to which they are entitled.

SECTION 29: TUITION REIMBURSEMENT FOR APPROVED COLLEGE AND UNIVERSITY COURSES

Reimbursements by the City of the following enumerated college and/or university course expenses shall not exceed two thousand three hundred dollars ($2,300.00) during any fiscal year.

Eligibility for said reimbursement in an amount not to exceed $2,300.00 in any one fiscal year shall be contingent upon a determination by the employee's department head or his designee that all of the following conditions precedent exists:

A. Expenses shall be incurred as regards coursework undertaken at a college or university that is licensed/accredited by the State of California.

B. The applicant for reimbursement shall represent to the Personnel Department documentation prepared by the accredited/licensed college or university which evidences the applicant's receipt of a grade of "C" or "pass" in a pass/fail class. As regards each class for which reimbursement is sought (where an employee is simultaneously enrolled in multiple approved classes and does not receive a "C" or "pass" in any one or more of such classes, the amount of expenses subject to City's reimbursement shall be reduced and/or as appropriate, pro-rated to reflect no reimbursement being made for expenses related to classes where the minimal grade was not received).

C. Eligibility for reimbursement for said expenses shall be confined to either: 1) those courses that in and of themselves consist of curriculum which is predominately related to the development of skills reasonably anticipated by the City to enhance the applicant's job performance (by means of a non-inclusive example only, art classes would not qualify for reimbursement); or 2) where the employee has declared a major that is job-related as set forth in this section C, to those classes which must be completed as a condition precedent to successful completion of the course of study in the selected major.

D. Eligibility for reimbursement upon completion of coursework shall be predicated upon the employee's department head or his designee, making a written determination prior to the affected employee's enrollment in the course(s) for which reimbursement is later sought, that the coursework is offered by an accredited college or university and that the above-described job nexus does exist. The determination of the Department Head or his designee in such regard shall be final.

E. The costs which shall be subject to reimbursement are limited to the following: 1) tuition, 2.) books, 3) supplies, 4) parking, and 5) laboratory. In addition to all other conditions precedent to reimbursement set forth in this section, prior to reimbursement being approved, written receipts shall be provided to the Personnel Department and shall evidence each expenditure for which reimbursement is sought.

SECTION 30: 4/10 WORK WEEK

The City of Rancho Cucamonga, City Hall, operates on a 4/10 work week, from 7am to 6pm, Monday through Thursday. Bargaining Unit employees generally work from 6 am

to 4:30 pm with a half-hour lunch. Actual days and times of work vary based on the hours of operation at various facilities employees are assigned to.

SECTION 31: CARPOOL PROGRAM

The City has implemented a well-defined, equitable, carpool program that eliminated the previously provided time-off incentive with a financial incentive. The carpool program is open to all full time regular employees. Participation is voluntary and employees interested in participating shall file a Rideshare Application Agreement and comply with the requirements of the program. The financial incentive for the program is $2.00 per day for every day that the employee carpools.

SECTION 32: BI-LINGUAL PAY

Employees within the bargaining unit who qualify for bi-lingual pay will be provided at $50.00 per month.

SECTION 33: USE OF BULLETIN BOARDS

The City will furnish a portion of existing bulletin board space, located in bargaining unit break areas where such bulletin boards currently exist for SBPEA notices. Such space will be no less than 18" x 24". If insufficient bulletin board space exists in a bargaining unit work or break area, the SBPEA may, after receiving approval in writing from the City, put up a bulletin board not to exceed 18" x 24" depending on available space. Bulletin boards shall only be used for the following notices:

- Scheduled SBPEA meetings, agenda and minutes.
- Information on SBPEA elections and the results.
- Information regarding SBPEA social, recreational and related news bulletins.
- Reports of official business of SBPEA, including negotiations, reports of committees or the Board of Directors.

City equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by City employees during their regular work time. Notices that are posted, distributed or placed in an employee's City mailbox shall not be obscene, defamatory or of a political nature. All notices to be posted must be dated and signed by an authorized representative of SBPEA.

SECTION 34: ACCESS TO WORK LOCATIONS

The parties recognize and agree that in order to maintain good employee relations; it is necessary for Labor Relations Representatives and designated Shop Stewards of SBPEA to confer with bargaining unit employees during working hours. Therefore, SBPEA Labor Relations Representatives or Shop Stewards will be granted access to work locations during regular working hours to investigate and process grievances or appeals. SBPEA Labor Relations Representatives or Shop Stewards shall be granted access upon obtaining advance authorization from the designated management representative prior to

entering a work location and after advising the City at least one business day in advance of the requested access, of the general nature of the business. The 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 designated management representative shall not unreasonably withhold timely access to work locations. The City shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the designated management representative shall establish a mutually agreeable time for access to the employee. SBPEA Labor Relations Representatives or Shop Stewards 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 City shall not unreasonably interfere with SBPEA's access right to work locations and any reasonable denial of access shall not be subject to the grievance procedure.

SECTION 35: DUES DEDUCTION

SBPEA membership dues and insurance premiums for plans sponsored by SBPEA, provided such plans are not intended to replace City provided health plans, shall be deducted by the City from the pay warrant of each employee covered hereby who files with the City a written authorization, on a form approved by the City, 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 SBPEA on a regular basis consistent with the City's regular pay-periods. SBPEA dues shall be deducted in an amount per bi-weekly pay period authorized by the SBPEA Board of Directors. The City shall not be liable to SBPEA, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than those constituting actual deductions made from employee wages earned. SBPEA shall hold the City 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 City under this Article.

SECTION 36: USE OF CITY RESOURCES

SBPEA may be granted permission to use any City facilities accessible to the general public for meeting purposes, during the regular hours such space is accessible to the public, provided space for such meetings can be made available without interfering with City needs and is otherwise not reserved by any other groups or individuals. SBPEA may also be permitted to use the City Council Chambers, during regular business hours, for SBPEA meetings, provided the City Council Chambers is not otherwise reserved. Permission to use City facilities must be obtained by SBPEA from the appropriate management representative. SBPEA shall be held fully responsible for any damages to, and the security of, any City facilities that are used by SBPEA.

SECTION 37: ACTING PAY/OUT OF CLASS PAY

The City agrees to formally implement as part of its Personnel Rules and Regulations, a formal policy regarding Acting Pay/Out of Class Pay that substantially complies with existing and past practice in this regard, except that Acting Pay/Out of Class Pay will take effect for SBPEA bargaining unit employees who assume responsibilities of a higher level classification after 16 or more working days at the higher level classification.

SECTION 38: FURLOUGH EQUIVALENT PAYMENT

SBPEA covered employees who contributed to the City's ongoing viability by participating in the Fiscal Year 2010-2011, 2011-2012 and/or 2012-2013 furloughs would receive a one-time payment estimated to be equivalent to the amount of salary that they personally contributed through the furlough so that the City could continue to provide services to the community and avoid additional layoffs. Qualifying current employees will receive this one-time payment in a separate check no later than one week after the paycheck they receive for the first full pay period after adoption of this MOU. The amount that qualifying employees would receive is set forth in the document provided to SBPEA on September 8, 2014.

The City does not intend to report the furlough equivalent pay to PERS as compensation.

SECTION 39: HOLIDAY FACILITY CLOSURE

City facilities will observe a holiday closure beginning Wednesday, December 24, 2014, through Thursday, January 1, 2015. In future years during the term of this MOU there will be Holiday Facility Closures, and certain City facilities may close in conjunction with the Christmas and New Year's holidays. Closure dates for City facilities shall be determined by the City in order to balance the impact on public services. The City will strive to provide a schedule of Holiday Facility Closures at least six months or more in advance of the closure.

During a holiday closure, affected represented employees may take paid leave from holiday, compensatory time, vacation accruals, or use unpaid leave. When holiday closures are implemented by the City, Section 18's provision regarding consecutive holidays shall not apply.

SECTION 40: ADOPTION OF MOU

This memorandum, between representatives of the City and the San Bernardino Public Employees Association, was adopted on September 17, 2014.

SECTION 41: EFFECTIVE DATE

The provisions of this memorandum of understanding are effective July 1, 2014 and shall continue for a three-year period, ending June 30, 2017

.

SBPEA	City
Dated_____	Dated_____

Michael Moore
Labor Relations Representative

Brett Lance, Lead Maintenance Worker

Kris Martinez, Lead Maintenance Worker

Willie Glenn, Lead Maintenance Worker

Jerry Sandoval, Maintenance Worker

Rudy Linares, Sr. Maintenance Worker

John Gillison, City Manager

Lori Sassoon, Deputy City Manager
Administrative Services

Robert Neiuber, Human Resources
Director

Jenifer Phillips, Human Resources Manager