

# MEMORANDUM OF UNDERSTANDING



BETWEEN

THE CITY OF SAN BERNARDINO

AND

MIDDLE MANAGEMENT EMPLOYEES  
OF TEAMSTERS LOCAL No. 1932

2020 – 2025



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## DEFINITION OF TERMS

<u>City:</u>	The City of San Bernardino
<u>Classification:</u>	Includes titles listed in the City's Salary Schedule that may be modified during the term of this MOU through the City's budgetary process and/or through reorganization or reclassifications.
<u>Exclusions:</u>	Excluded from the Middle-Management Unit for purposes of representation are classification titles designated as management/confidential, general or safety positions established and created under federal contract and temporary, part-time provisional and probationary individuals.
<u>Middle Management Unit:</u>	<p>Includes titles listed in the City's Salary Schedule</p> <p>Additional titles in the Middle-Management Unit may be established by the Mayor and City Council. Also, reference "Exclusions" above.</p>
<u>Mandatory and Permissive:</u>	"Shall" is mandatory; "may" is permissive.
<u>MOU:</u>	Memorandum of Understanding
<u>Regular Full-Time Employee:</u>	An Employee who has been appointed to a Regular, Full-Time position and has completed their probation period.
<u>Union:</u>	The exclusive bargaining representative for the Middle-Management Unit.

# **Memorandum of Understanding For The City of San Bernardino Middle-Management Unit Members of Teamsters Local 1932**

## **ARTICLE I. ADMINISTRATION**

### **PREAMBLE. Parties to the Memorandum of Understanding (MOU)**

This Memorandum of Understanding (MOU) is made and entered into by and between the City of San Bernardino ("City") and the MIDDLE MANAGEMENT EMPLOYEES represented by the Teamsters Local 1932 ("Union"), and those employees occupying the classifications listed in the salary schedule.

### **Section 1. Management Rights**

This MOU shall not be deemed to limit or curtail the City in any way in the exercise of the rights, powers and authority which the City has prior to entering into this understanding, except to the extent that the provisions of this MOU specifically curtail or limit such rights, powers and authority. Furthermore, the City retains all its exclusive rights and authority under City Charter, ordinances, resolutions, state and federal law and expressly and exclusively retains its management rights, which include but are not limited to: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of selection for employment and promotions; directs its employees; establish and enforce dress and grooming standards; determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons; maintain the efficiency of governmental operations; determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology, means, organizational structure and size and composition of work force and allocate and assign work by which the City operations are to be conducted; determine the change and the number of work locations, relocations and types of operations; processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice, establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with the applicable law; establish employee performance standards including, but not limited to, quality and quantity and standards, and to carry out its mission in emergencies, and to exercise complete control and discretion over its organization and the technology of performing its work.

### **Section 2. Agency Personnel Rules**

It is understood and agreed that there exists within the City in written or unwritten form, certain personnel rules, policies, practices and benefits generally contained in the applicable City of San Bernardino Municipal Code; The City of San Bernardino Uniform Personnel Rules and Policies, as

amended; Resolution No. 10584, Establishing Uniform and Orderly Methods of Communications Between the City and its Employees for the Purpose of Promoting Improved Employer-Employee Relations, as amended, and, Resolution No. 10585, Adopting Rules and Regulations Relating to Employer-Employee Relations, as amended, which documents will continue in effect, except for provisions modified by the City Council in accordance with federal or state laws, orders, regulations, official instructions or policies.

During the term of this MOU, the City may adopt, change or modify work rules or those rules impacting wages, hours, and other terms and conditions of employment (“work rules”). Whenever the City changes work rules or issues new work rules, it will notify the Union ten (10) working days prior to their effective date, except in emergency situations. A copy of the rules or policy will be sent to the Union at the beginning of the ten (10) day period, in order that the Union may meet and confer regarding such rules with the City before they become effective if the Union so requests.

The City represents that in implementing Section 508 of the City of San Bernardino’s new Charter that became effective on January 31, 2017, the following provisions of the previous MOU between the City and the Union, dated July 1, 2006 to June 30, 2009, shall be included as part of the City’s uniform policies:

- a) Article I, Section 4, *Contract Services*
- b) Article II, Section 4, *Grievance Procedure*
- c) Article II, Section 5, *Non-Discrimination*
- d) Article II, Section 8, *Bulletin Boards*
- e) Article II, Section 9, *Access to Personnel Records*
- f) Article IV, Section 3, *Tuition Reimbursement*
- g) Article V, Section 5, *Injury Leave*
- h) Article V, Section 7, *Witness Leave*
- i) Article V, Section 9, *Catastrophic Leave*
- j) Article V, Section 12, *Jury Duty*
- k) Article VI, Section 2, *Physical Examinations*
- l) Article VI, Section 3, *Drug and Alcohol Testing*
- m) Article VI, Section 4, *Seniority*
- n) Article VI, Section 5, *Probationary Period*

The City acknowledges that the above mentioned Sections affect working conditions and, accordingly, these sections will be attached to this Agreement as Appendix B and will be considered as part of this MOU and as such are subject to the grievance provisions in this MOU. In addition, these Sections will also be included as part of the City’s uniform personnel policies and/or part of the City of San Bernardino’s Municipal Code.

### **Section 3. Labor-Management Committee**

The Labor-Management Committee shall be established for the purpose of discussing common problems that are not addressed in other existing procedures. The Union and the City shall each designate up to three (3) representatives to serve on the Committee from different departments. The Committee will select a chairperson who will be responsible for receiving items, establishing

agendas, and informing participants of the time and place of meetings. The Committee shall normally meet at least quarterly or may meet more often if necessary at a mutually agreed upon time and place. Either the City or the Union may request a meeting with the Labor-Management Committee to review issues. Upon request, the other party agrees to meet in an attempt to clarify and resolve the issues. The Union will provide a list of the Committee members to the Director of Human Resources each January and July. Guests and/or speakers will be allowed to attend based on advance notice to the City and mutual agreement.

## **ARTICLE II. EMPLOYER-EMPLOYEE RELATIONS**

### **Section 1. Recognition**

The City hereby acknowledges that the Teamsters Local 1932 has been and is recognized by the City as the exclusive representative for the Middle Management Unit employees for purposes of meeting and conferring on wages, hours, and other terms and conditions of employment and for all other matters related to employer-employee relations for these purposes.

The granting of “exclusive” recognition shall not preclude employee self-representation in matters where individual rights, protections and concerns are involved; provided however, the representation rights of the Union as exclusive representative shall not be compromised thereby.

### **Section 2. No Strike**

It is the purpose of this MOU for the parties hereto, to confirm and maintain the spirit of cooperation, which has existed between the City of San Bernardino and the employees of the City. It is recognized that any work disruptions are unproductive to City operations and services provided to its citizens. The Union and the City agree that they shall at no time in any way jeopardize the public health, welfare and safety of the City’s business and residential communities. Thus, the Union and the City will strive to promote a harmonious relationship between the parties to this MOU that will result in benefits to the City and will provide continuous and uninterrupted employee services. It is, therefore, further agreed that the Union shall not, on behalf of itself and its members, individually or collectively, engage in any curtailment or restriction of work. Should any curtailment or restriction of work take place, paid leave benefits (sick leave, vacation, etc.) will not be available during such periods of time.

### **Section 3. Payroll Deduction**

The Union shall have the sole and exclusive right to have membership dues, insurance and premiums for plans sponsored by the Union to be deducted by the City from each employee’s payroll check upon appropriate written authorization from such employee. Teamsters certifies it shall maintain authorizations for all Teamsters members.

The City shall not be liable to the Union, employees, or any other persons by reason of the requirements of this Article for the remittance of any sum other than that constituting actual deductions made from the employee’s earned wages. The Union 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. In addition, the Union shall refund to the City any amounts paid to it in error, upon presentation of supporting evidence also including the reasonable costs and attorneys’ fees incurred by the City in defending against any such claims, demands, orders, judgements, or other forms of liability.



Dues deductions shall be in an amount according to the Bylaws of Teamsters Local 1932 for each member. Any change in the amount of dues deducted shall be by written authorization from the Union with thirty (30) days' notice to the City Finance Department of any change in the amount of dues to be deducted.

All unit members who were members of the Union on July 1, 1999, and those employees who thereafter become members shall remain as Union members in good standing for the duration of this MOU, except as provided herein.

The City shall provide via email to the Union a monthly list of all employees in the bargaining units with the employees', classification title, work location (including location address, if available), current home address, personal email address (if available), personal cell phone (if available) and home phone number.

#### **Section 4. Democrat Republican Independent Voter Education (D.R.I.V.E.)**

The City agrees to deduct from the paycheck of all employees covered by this agreement, voluntary contributions to D.R.I.V.E. Teamsters Local 1932 shall notify the City of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any work week other than a week in which the employee earned a wage. The City shall transmit D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expense incurred in administering the weekly payroll deduction plan.

#### **Section 5. Employee Rights**

- A. Employees of the City have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment. Employees of this City shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by employee organizations because of the exercise of these rights.
- B. The City, through its representatives, shall meet and confer in good faith with representatives of formally recognized employee organizations regarding matters within the scope of representation, including wages, hours and other terms and conditions of employment.

#### **Section 6. Classification**

Classification review is a management tool to ensure the accurate reflection of tasks and duties in each City position for the purpose of recruitment, compensation, and organizational structuring. The City shall notify the Union in writing on all classifications and changes to classifications to this unit within ten (10) working days after such changes have been approved by the Mayor and City Council. New and revised classification specifications shall be sent to the Union within the same time frame. Employees who believe they are performing duties of a higher level outside of their current classification, and who believe they have been unable to resolve the situation satisfactorily, shall have the right to appeal their issue via the current grievance procedure.

**Section 7. New Employee Orientation and Unit Information**

“New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means and mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

The City shall provide the Union mandatory access to its new employee orientations. The exclusive representative shall receive not less than ten (10) calendar days’ notice in advance of an orientation, except that shorter notice may be provided in a specific instance where there is an urgent need critical to the City’s operations that was not reasonably foreseeable.

At all new employee orientations, Union representatives shall be allowed up to thirty (30) minutes exclusive time with bargaining unit employees to explain the coverage of this Agreement, obligations, and benefits of Union membership, and to provide all other pertinent information to the employees regarding the Union. Such time may be scheduled in a meeting room or other space provided by the City.

In the event the City does not conduct an in-person new employee orientation, the Union shall have thirty (30) minutes to meet with new bargaining unit employees at their worksite, within fifteen (15) days of their start date, to share information. The Union Representative shall be afforded release time for the meetings described herein.

The City shall provide Teamsters Local 1932 and the assigned Business Agent with a list of all current employees in the bargaining unit, identifying any new employee hired since the last report and the position they have been assigned to. This report shall be provided every one hundred twenty (120) days and shall include the employees’ classification title, work location including location address (if available), current home address, personal email address (if available), personal cell phone (if available) and home phone number.

## **ARTICLE III. COMPENSATION**

**Section 1. Wages**

Effective the first full pay period following October 1, 2021, the salary ranges for all unit members shall be increased by four and one tenth percent (4.10%) to reflect a cost of living adjustment (COLA).

Effective the first full pay period following July 1, 2022, the salary ranges for all unit members shall be increased by three and twenty-eight hundredths percent (3.28%).

Effective the first full pay period following July 1, 2023, the salary ranges for all unit members shall be increased by three percent (3%).

Effective the first full pay period following July 1, 2024, the salary ranges for all unit members shall be increased by three percent (3%).

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

**Section 2. Acting Pay**

A Middle-Management employee who is assigned acting (complete) responsibility in the absence of their superior by the Department Head and approved by the City Manager shall be paid for same as follows:

The rate of pay shall be a step on the range of the higher position, which allows the “acting” employee at least a five percent (5%) increase. The employee shall be paid from the first day of such assignment. To be eligible for acting pay, unit members shall: 1) perform the full range and majority of the duties in a higher-level classification that is unfilled or vacant due to resignation, termination, promotion, an extended leave of absence, or other emergency circumstances; 2) not perform any of the duties of their own job classification while working in the higher level classification; 3) perform the full range and majority of the higher classification duties for a full working day based upon the unit member’s work schedule; and, 4) perform the higher classification duties for a minimum of ten (10) cumulative work days.

As a further condition of receiving the higher-level acting pay, the Department designee must complete required Personnel Action Forms (PAFs) and the Department Head and City Manager must approve the request.

**Section 3. Shift Differential Mid-Management MOU 10**

All employees assigned to shift work, within the bargaining unit assigned to the communications division, shall receive the following pay differential, in addition to their regular base rate of pay for actual “shift work” designated as either the “swing” or “graveyard” shift.

- A. An employee assigned to the swing shift (normal start and ending time of 4:00 p.m. to 12 midnight, respectively) shall receive eighty-five dollars (\$85.00) per month extra for all hours actually worked during such assignment; or,
- B. An employee assigned to the graveyard shift (normal start and ending time of 12 midnight to 8:00 a.m., respectively) shall receive one hundred twenty dollars (\$120.00) per month extra for all hours actually worked during such assignment.
- C. Any employee who is permanently assigned to the swing or graveyard shift will receive the additional monthly pay. The additional pay will only begin and end on the 1st and the 16th of the month. Whenever permanent swing or graveyard shift employees work overtime on another shift, their hourly pay will include the additional monthly pay.
- D. Any non-swing/graveyard shift employees who work overtime in a swing or graveyard shift will only be paid at the regular rate of pay (no additional differential pay).
- E. The Departments, by memo, will inform Payroll which employees are permanently assigned to swing and graveyard shifts and should receive the additional monthly pay. Permanent is defined as being assigned for 30 calendar days or more.

**Section 4. Wage Differential**

All Mid-Managers shall receive payment at the step in the salary range which is not less than five percent (5%) above his or her highest paid subordinate.

**Section 5. PERS**

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

- Tier I:** Employees hired on or before October 3, 2011 shall receive a 2.7% @ 55 retirement benefit;
- Tier II:** CalPERS “Classic Members” hired on or after October 4, 2011 shall receive a 2% @ 55 retirement benefit;
- Tier III:** CalPERS “New Members” hired on or after January 1, 2013 shall receive a 2% @ 62 retirement benefit in accordance with the Public Employees’ Pension Reform Act of 2013 (PEPRA).

**Employee Share.** Effective February 1, 2013, all Tier I and Tier II employees shall pay the employee’s share of the retirement contribution, either eight percent (8%) for the two and seven-tenths percent at fifty-five (2.7% @ 55) formula or seven percent (7%) for the two percent at fifty-five (2% @ 55) formula. Effective January 1, 2013, Tier III employees shall pay the employee contribution required by the PEPRA, calculated at fifty percent (50%) of the normal cost.

**Employer Share.** Effective February 1, 2013, all employees shall contribute nine and three hundred and four thousandths percent (9.304%) (either one and three hundred and four thousandths percent (1.304%) or two and three hundred and four thousandths percent (2.304%) depending on whether the employee rate is eighty percent (8%) or seven percent (7%)) of their salary toward the employer cost of retirement in accordance with Section 20516 of the California Government Code.

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

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

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

## **Section 6. Overtime**

The following three paragraphs (Administrative Leave, Emergency Operations Center, and Fluctuating Schedules) apply to all unit employees with the exception of classifications covered under the federal Fair Labor Standards Act (FLSA):

### **A. Administrative Leave:**

1. Unit employees will receive forty (40) hours of administrative leave on July 1 of each year this MOU is in effect. Unused Administrative Leave may not be carried forward from year to year and shall not be paid for at any time except as provided in “A.2” below, employees receiving Administrative Leave shall not earn any additional time off or other compensation for overtime work, except as described below.
2. Additional administrative leave may be granted up to a maximum of twenty (20) hours by a request in writing, including justification, recommended by the employee’s department head, and approved by the City Manager (or the Elected Official in non-manager directed departments) each fiscal year. At the discretion of the City Manager, upon request by the employee’s department head, prior to the close of the fiscal year, a maximum of twenty (20) hours may be carried over to the following fiscal years. Administrative Leave has no cash value and shall not be paid out at any time.

- B. **Emergency Operations Center (EOC).** The City will pay straight time overtime to unit members assigned to work beyond their regular shifts, when the City's Emergency Operations Center (EOC) is open, when such assignments result from a federal or state-declared disaster declaration and when the overtime worked is expected to be reimbursed to the City by federal, state and/or other funding sources.
- C. **Fluctuating Schedule.** In the event that Unit members must work beyond their regular shift or must work on a regularly scheduled day off to provide support for prescheduled special events, the Department Head or designee has the discretion to implement a fluctuating schedule, whereby the employees will work on the prescheduled special event, in exchange for equivalent time off during the same pay period. Each Department head shall consider any request of an employee as to preference for taking the equivalent time off.
- D. **FLSA.** Article III, Section 6 A, shall not apply to the following positions that are eligible to receive overtime under the Fair Labor Standards Act (FLSA): Dispatcher Supervisor; Traffic Signals & Lighting Supervisor; Police Records Supervisors; Athletic Field Maintenance Specialist; Parks Maintenance Supervisor; Associate Engineer/Traffic; Construction Manager; Maintenance Supervisor/Streets Operation & Maintenance; Maintenance Supervisor/Right of Way Crew; Forensics Supervisor.
- E. Only hours actually worked shall be counted for purposes of calculating eligibility for overtime compensation, as appropriate. Approved witness leave and jury duty, as set forth in the MOU will be counted as actual hours worked.
- F. Classifications covered by the FLSA shall have the option to participate in a compensatory time bank.
- G. **Compensatory Time Bank.** When an employee works overtime, he or she shall earn overtime at the FLSA rate. Following prior approval of overtime as described above, the employee will either be paid for the overtime worked, or the number of overtime hours worked will be placed in a compensatory time bank based on the employee's request. The Finance Department (Payroll) will track the compensatory time accrued and used and the compensatory time balance will appear on the employee's paycheck. Department Head approval will be required in order for employees to use time from the compensatory time bank.
- H. Once an employee's compensatory time bank reaches eighty (80) hours, the employee will be paid for all subsequent overtime worked. By the end of each calendar year, an employee's compensatory time bank must be reduced to forty (40) hours. Any hours in the compensatory time bank in excess of forty (40) hours as of January 1 of each year will be paid at the employee's regular rate of pay and will be included on the second paycheck in March.
- I. If the employee terminates employment or if the employee is promoted to another position in the City, the compensatory time bank will be paid off at the then current rate of pay.

#### **Section 7. Employee Court Subpoena Time**

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

- B. In the event an employee is placed on standby on their day off for a work-related court subpoena, the employee will receive three (3) hours standby pay for each day on a standby status.
- C. For morning standby subpoenas where employees are called to court and do not go beyond 12:00 p.m. on that day, total compensation will consist of the three (3) hours standby along with one-half (1/2) hour of travel time. If employees have to appear in court after the noon recess, the actual additional time along with one-half (1/2) hour of travel time will be added to the three (3) hours standby. In cases where the subpoena is for 1:30 p.m. or another time, the standby will start with the time stated on the subpoena.
- D. All court-related compensation will be paid as time worked and at the appropriate straight time, or where applicable, at the FLSA overtime rate. Such compensation is in addition to compensation for any prior time actually worked pursuant to such subpoena.

#### **Section 8. Fines**

The City shall pay for court fines imposed upon each regular Middle-Management employee within the unit of representation as a result of his/her conviction of a traffic violation when such employee was directed to operate any faulty vehicle or vehicular equipment, which was the proximate cause of a mechanical or other traffic violation provided that such violation did not result from improper or negligent operation of the vehicle on the part of the employee.

#### **Section 9. Special Certification Pay**

Employees in the following classifications:

- A. Senior Code Enforcement Officers; Equipment Maintenance Supervisors; Forensic Specialist III; Parks Maintenance Supervisor; and Library Network Administrator shall receive, in addition to their regular compensation, fifty dollars (\$50.00) a month payment (twenty-five dollars (\$25.00) paid each pay period) for obtaining and maintaining any of the following certifications:

- ICBO or AACE Certificate
- ASE designation of Master Certified Mechanic
- Certified Pesticide Applicators Permit/License
- Certified Playground Safety Inspector
- IAI – Certified Latent Print Examiner
- IAI – Certified Crime Scene Investigator
- Professional Land Surveyor's License
- VMware Certificate
- Firewall Certificate

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

Certificate pay is limited to fifty dollars (\$50.00) per month per eligible employee.

#### **Section 10. Personal Tool Replacement Allowance**

The City shall provide a tool replacement allowance for damaged, lost or stolen personal tools in an amount not to exceed five hundred dollars (\$500.00) per year, per employee. The City will provide insurance coverage for Fleet Mechanic Supervisors' tools if the entire toolbox is stolen from the City property.

Claims against the above tool replacement allowance shall be honored provided when: 1) the personal tools had been required by the City; (2) the tool had been marked and inventoried by the employee; (3) a report of such inventory had been filed with the Department Head; and (4) said tools had been properly maintained. Tools stolen or damaged through no fault of the employee will be replaced by the employee and reimbursement thereof will be made by the City after submission of an appropriate City form accompanied by an approved invoice or receipt. Requests shall be submitted semi-annually, in June and December, or upon termination of the employee from City service for any reason. Damaged tools, which are replaced through reimbursement by the City as above, shall be turned into the Department Head and shall become the property of the City.

During the term of this MOU, all new employees to the City hired as Supervising Equipment mechanics, who may be required by their Department Head to purchase personal metric tools in order to effectively accomplish work assignments, shall be eligible to receive a one-time tool purchase allowance not to exceed five hundred dollars (\$500.00) to assist in making such purchase.

Employees seeking reimbursement under this Section will provide receipts and back-up information and will submit requests on forms provided by the City.

### **Section 11. On-Call Status**

For purposes of this section, the term on-call means that the unit member must be available for contact by telephone, and/or radio and be able to report to and work within thirty (30) minutes after notification. A Department Head may assign any unit member to serve on-call in accordance with the needs of the department provided the following conditions are met: 1) all assigned employees shall receive overtime pay if called into work regardless of their exempt or nonexempt status; 2) the employee is not on authorized vacation or sick leave; 3) volunteers for on-call will be considered before assigning other employees.

An on-call period will commence on the end of the working day on Thursday and will continue through the end of the working day of the following Thursday. Unit members designated by the Department Head to be on-call will be compensated for seven (7) hours at their regular hourly rate for each on-call period of duty. A unit member may elect to take time off at his/her regular hourly rate of pay in lieu of payment. If the unit member elects to take time off rather than to be paid, he/she must schedule the time off within the following pay period and the proposed time off schedule must be approved by the unit member's supervisor. When a unit member is required to physically respond to a call, he/she will be compensated at one and one half times his/her regularly hourly rate commencing from the time that the call was received and ending at the time of return to their place of residence, but in no instance shall the unit member receive less than two (2) hours for the call out. A unit member who fails to respond to a call or is unable to report to work while assigned on-call duty may be subject to disciplinary action.

## **ARTICLE IV. FRINGE BENEFITS**

### **Section 1. Health/Life Insurance**

- A. Effective the first pay period following July 1, 2021, the City will contribute seven hundred fifty-five dollars (\$755.00) per month toward health premiums for Employee Only, one thousand, two hundred eighty-nine dollars (\$1,289.00) per month toward employee health premiums for Employee Plus One Dependent, and one thousand seven hundred twenty-four dollars (\$1,724.00) per month toward employee health premiums for Employee Plus Two or

More Dependents. For the term of this agreement only, health contributions shall be benchmarked at the Kaiser rates.

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

- B. Insurance benefits available for purchase by employees include: medical, dental, vision, and supplemental life and accidental death and dismemberment insurance. Unless otherwise specified, City contributions cannot be used for any voluntary benefits offered to unit members.
- C. An employee must purchase insurance offered through the City in order to utilize the contributions described in Section A above.
- D. Employees may use any of the amounts described in Section A to purchase any/all of the insurance benefits described in Section B.
- E. Cafeteria monies may be redesigned, or a change of plans may be made in accordance with the rules established by the insurance plan selected by the employee.
- F. The City shall provide each employee with \$10,000.00 basic life insurance and twenty-five thousand dollars (\$25,000.00) Accidental Death and Dismemberment (AD&D).
- G. An employee who does not want to enroll in any health care plan offered by the City must provide evidence of health care insurance coverage and execute a "Waiver of Benefits and Release Agreement" releasing the City from any responsibility or liability to provide health care insurance coverage on an annual basis. Employees who elect to waive the City's health care insurance may receive a stipend as shall be determined by the City on an annual basis. The parties acknowledge that the stipend for calendar year 2021 is three thousand dollars (\$3,500.00) and will be paid in December 2021. The stipend for calendar year 2022 is four thousand dollars (\$4,000.00) and will be paid in December 2022. Thereafter, for the term of this MOU, health care stipends in an amount of four thousand dollars (\$4,000.00) will be paid to those employees who elect to waive the City's health care insurance will be paid in December of the Plan Year. Health Care stipends are not considered compensation for purposes of CalPERS retirement calculations and are subject to federal and state withholding taxes.
- H. The Union agrees to participate in the City's Joint Labor-Management Health Benefits Committee ("Committee") to evaluate, on an annual basis, City-wide plan designs for health care. All plan designs and City contributions shall be effective on January 1st annually. During the term of this MOU, the City intends to review health care provider options especially in light of potential changes to the current Affordable Care Act ("ACA"). During the term of this MOU, City reserves the right, and the Union agrees, to reopen this MOU on providers and/or any provision in this Section.
- I. All full-time, regular employees will be covered under the City's Long Term Disability (LTD) insurance plan. The City will pay one hundred percent (100%) of the LTD insurance plan premiums for full-time, regular employees during the length of this MOU.
- J. All full-time, regular employees will be covered under the City's Short Term Disability (STD) insurance plan. Benefits under this plan will begin on the 61st day of disability.



- K. Employees must be in a paid status for fifteen (15) consecutive days, in any given month, to receive the benefits of this Article, unless the employee is on a qualifying approved leave, such as Family Medical Leave, and is eligible for benefit continuation under applicable State or Federal law. Members who have been suspended or discharged pending an administrative appeal shall be eligible for continuation of benefits pending final disposition of the disciplinary matter by the City's Personnel Commission.
- L. The City agrees to meet and confer in the event that the Union can offer a comparative medical benefit plan, available to all City employees without any additional costs to the City, without any commitment on acceptance of such plan.

## **Section 2. Uniforms**

If an employee is required to wear uniforms or any type of safety or protective devices as a condition of employment, such uniforms or protective devices shall be furnished to the employee at no cost to the employee.

The City reserves the right to determine the manner in which the work uniforms and protective devices are provided, to select the uniform rental service (as applicable) and to select the style and color of the uniforms/protective devices.

## **Section 3. Reimbursement for Professional and Job Related Activities**

### **A. Purpose.**

- 1. To encourage unit members to attend job-related courses, programs, training, conferences, classes, and memberships in professional organizations that will better enable them to perform their present duties and prepare them for increased responsibilities.
- 2. To provide financial assistance to eligible employees for job related training and professional development.
- 3. To establish eligibility requirements, conditions, and procedures whereby such assistance may be provided.

### **B. Eligibility.**

- 1. Applications for reimbursement will be considered only from unit members/employees who have completed five (5) years of service with the City.
- 2. Applications will be approved only for courses, conferences, and memberships directly related to the employees' job or directly related to a promotional position in the employee's occupational specialty.
- 3. Any reimbursement under this Section must be preapproved in accordance with the procedures set forth below. In order to be eligible for reimbursement under this Section, employees must complete appropriate documentation on forms provided by the Finance Department.

### **C. Reimbursement Procedures.** The City will reimburse bargaining unit members for job-related courses, programs, training, conferences, classes, and memberships in professional organization as follows:

- 1. Employees with five (5) to ten (10) years of service: Up to five hundred dollars (\$500.00) per year

2. Employees with eleven (11) to fifteen (15) years of service: Up to one thousand dollars (\$1,000.00) per year
3. Employees with sixteen (16) or more years of service: Up to one thousand, five hundred dollars (\$1,500.00) per year.

Reimbursement under this Section is dependent upon available Departmental funds that have been budgeted for each fiscal year.

- D. **Procedures.** To qualify for reimbursement under this Section, employees shall comply with the procedures set forth below:
1. An employee who desires to seek reimbursement must complete the appropriate forms as provided by the Finance Department and submit the documentation to their Department Head for advanced approval.
  2. The Department Head will recommend approval or disapproval based upon job relatedness and available budget funds and will forward the request to the Finance Department if the request has been approved.

## ARTICLE V. LEAVES

### Section 1. Vacation

- A. All employees covered by this MOU shall be entitled to paid vacations as follows:

Completed Years of Continuous Service*	Rate of Accrual Per Pay Period	Equivalent Hours Per Year
1 Year**	3.0769 hours	80 hours
5 Years	4.6153 hours	120 hours
15 Years	6.1538 hours	160 hours
20 Years	7.6923 hours	200 hours

\* Service year begins on initial date of employment in a full-time regular status.

\*\* No vacation granted or accrued if service is less than one year.

- B. The amount of accrual shall not exceed the specified number of hours granted each year.
- C. Employees shall not be permitted to work in their City position in lieu of taking vacation in order to receive additional compensation.
- D. Except as provided herein, vacation time shall not accumulate or be allowable or payable beyond the calendar year when due. Vacation credits may be accrued and accumulated up to a maximum of two (2) years total accumulated vacation credits, upon approval of the Department Head. Vacations or portions thereof from a prior year may be taken consecutively with vacations or portions thereof of a succeeding year, subject to the approval of the Department Head. Except as approved by the Department Head, no vacation or portion thereof from a prior year shall run consecutively with the vacation of a succeeding year; and a period of three (3) or more months should normally elapse between the expiration of one (1) year's vacation and the commencement of the next year's vacation.

Request to utilize accrued vacation shall be submitted in writing on City approved forms to the department head. Department Heads shall respond to vacation requests submitted on

City approved forms within five (5) workdays. Department Heads shall not unreasonably delay responses to the employee vacation requests. Nothing in this article shall be construed to prevent a response to the employee's request before the expiration of the five (5) workdays.

The vacation period to which any employee shall be entitled shall be assigned by the Department Head in the calendar year when due, except with the Department Head, with the approval of the Mayor, determines that an emergency or other valid factors prevent the employee from utilizing their vacation during the calendar year when due. Should this occur, the employee's vacation should be rescheduled at the very earliest mutually acceptable date. Vacation requests will not be unreasonably denied.

- E. Upon termination, payment for unearned, but unused vacation, or deduction for used, but unearned vacation, shall be made on the basis of the hourly rate of pay being received by the employee on the date of separation.
- F. When an employee returns to work after a break in continuous service, and when such break in continuous service shall have been by leave of absence with the approval of the Mayor and City Council, vacation time shall not accrue during a break in continuous service but shall accrue from the date of return to service from such approved leave of absence, based upon the total length of service of the employee.
- G. Whenever the terms "year or years of employment" appear herein, it shall be deemed to include all services for the City of San Bernardino. Years of employment do not refer to participants in federally funded, temporary programs, e.g., Job Training Partnership Act (JTPA).
- H. The employee shall not lose any vacation time off due to action by the City.
- I. Vacation credits may be taken off in increments of four (4) hours, with prior Department Head approval, unless Department work rules permit use in lesser increments.
- J. In the event an employee is compensated for less than fifty percent (50%) of the payroll period, he/she shall not be credited with any vacation accrual for that pay period.
- K. Employees may sell back up to forty (40) hours of vacation time per year provided the following conditions have been met:
  - 1. Employees must have a minimum of one hundred twenty (120) hours in their vacation balance before sell back occurs.
  - 2. Employees must have taken at least forty (40) cumulative hours of vacation during the past year prior to the sell back of hours.
  - 3. Employees must complete a vacation sell back form, which must include a Department Head signature.
  - 4. Forms must be submitted to the Finance Department on or before April 1st of each year.
  - 5. Payment for vacation sell back hours will be paid (using the current Council approved salary rates in the salary resolution) on the employee's May paycheck each year.

**Section 2. Holidays**

- A. **City-Designated Holidays.** All full-time employees within the bargaining unit, with the exception of those employees mentioned in the following paragraphs shall be entitled to twelve (12) City-designated holidays, the equivalent of up to one hundred and twenty holiday hours each year depending upon the employee's work schedule as defined in Article VI, Section 1 of this MOU. The following days will be holidays for the purpose of this MOU:

New Year's Day	Traditional Veteran's Day
President's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

Plus, eighteen (18) hours of Holiday Account time per year (See Subsection C).

- B. All full-time employees within the bargaining unit, with the exception of those employees shown in the following paragraph, shall be allowed the above holidays at full pay when such holidays occur within the regularly assigned working periods provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.
- C. Effective January 1st of each year that this MOU is in effect, Unit Members will receive eighteen (18) hours in their Holiday Account (formerly known as Floating Holidays). Unit Members may maintain a balance of more than eighteen (18) hours in their holiday account during the fiscal year; at June 30th of each year, no more than one hundred and twenty-six (126) hours will be carried over to the new fiscal year, which begins on July 1st. Any Holiday Account hours over one hundred and twenty-six (126) hours at June 30th will be lost. New employees will receive eighteen (18) hours in their Holiday Account following successful completion of their one year probationary period and, thereafter, on January 1st of each year this MOU is in effect.
- D. Employees who, due to scheduling, must work on a recognized City holiday will be compensated on the basis of the number of hours worked on said holiday, excluding lunch/dinner break. The hours accruing to the employee's holiday account for that day shall not exceed either eight (8), nine (9), or ten (10) hours depending upon the employee's work schedule.

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

The decision as to whether in-lieu time off or pay is to be received shall be based on the availability of funds and needs of the department, as determined by the Department Head. If in-lieu time off is directed by the Department Head, it may be added to the regular annual vacation period but must be taken within one (1) year of the date said in-lieu time was earned.

- E. On or about November 30th of each calendar year, the City Manager shall determine, and the Human Resources Department will distribute, the schedule of specific days that the above holidays will be observed. For example, holidays as listed above may be allowed on a Monday, if any such holiday falls on Sunday, and may be allowed on the preceding Friday, if

such holiday falls on a Saturday for all employees except those covered by other provisions therein.

- F. Holidays earned in any twelve (12) month period may not be accumulated beyond the total number of holidays allowed each year by this MOU.
- G. Upon separation from the City, employees shall be paid for ninety percent (90%) of their current holiday account.

### **Section 3. Sick Leave**

- A. **Definition.** Sick leave means the absence from duty of an employee because of illness or injury, exposure to contagious disease, attendance upon a member of their immediate family who is seriously ill and requires the care of or attendance of an employee or death in the immediate family of the employee.

- 1. **Sick Leave Usage for Family Members.** Bargaining unit members may use unlimited accrued sick leave for the care of an immediate family member. Immediate family member means husband, wife, grandmother, grandfather, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or domestic partner.
- 2. **Sick Leave Usage for Employees.** Upon the department's request, an employee must provide a physician's and/or health care provider's statement to justify a sick leave of forty (40) consecutive hours or longer. Employees suspected of abuse or excessive use of sick leave may also be required to furnish a written statement from their health care provider supporting the use of sick leave and/or the ability to return to work.

No absence due to illness or injury in excess of forty (40) hours shall be approved, except after the presentation of satisfactory evidence of illness or injury. A certificate from a practicing physician or an authorized practicing chiropractor may be required by the Department or Division Head and shall be subject to their approval concerning such absence. The City Manager and/or their designee shall have the power to require that any person claiming the sick leave benefits of this MOU be examined at any reasonable time or intervals by a designated physician, and in the event of an adverse report, to reject such claim for sick leave in whole or in part, and to terminate sick leave compensation. In the event of the refusal of any person to submit to such examination after notification, the City Manager and/or their designee may terminate sick leave compensation and reject any claim, therefore. The City Manager and/or their designee shall have the right to require the presentation of a certificate from a practicing physician or the designated physician stating that an employee is physically or psychologically able to perform their work and duties satisfactorily before permitting an employee who has been on sick leave to return to work.

In order to receive compensation while absent on sick leave, employees shall notify their immediate supervisor or designee prior to or within thirty (30) minutes of the time set for beginning their daily duties or as may be specified in department/division work rules. Sick leave with pay shall be granted to all regular employees and to all temporary full-time employees whose positions are funded under federal law who are regularly employed in permanent or federally funded positions if such benefit is required by said federal law. Sick leave shall not be considered as a right which an

employee may use at their discretion but shall be allowed only in case of necessity and actual personal sickness or disability, except as otherwise provided herein.

Whenever the term “service to the City” appears herein, it shall be deemed to include all service of the City of San Bernardino.

- B. **Sick Leave Accruals.** Regular full-time employees hired on or after July 1, 2017 and who are covered by this MOU are eligible to receive thirty (30) hours of paid sick leave after the new employee has been employed with the City for ninety (90) days. Such paid sick leave may be used for employee or family illness or for medical reasons or other reasons provided under the City’s Paid Sick Leave Policy (AB 1522), adopted by the Mayor and Common Council on June 18, 2015 by Resolution 2015-116 and incorporated into this MOU. After ninety (90) days of employment, a new employee will accrue four (4) hours of sick leave per pay period. At no time may Unit Members accrue more than 1040 hours of sick leave.

After ninety (90) days of employment, employees who are compelled to be absent from work on account of illness or injury other than that which is compensable under Article V, Section 5, *Leave of Absence Without Pay*, shall be compensated for sick leave, provided that such compensation shall cease upon the exhaustion of all accumulated sick leave. Employees shall not accumulate sick leave while compensated under the provisions of Article V, Section 5, *Leave of Absence Without Pay*.

In the event an employee is compensated for less than fifty percent (50%) of the total normal work hours in the pay period, he/she shall accrue no sick leave for such pay period and shall not be credited for the 4.0 hours of sick leave.

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

#### **Section 4. Payment for Unused Sick Leave**

At the time of separation from service, an employee having six (6) or more years of service, is eligible for compensation for unused post-petition sick leave as follows:

- a) two hundred and eighty-eighty (288) hours or less = no cash payment;
- b) 289-479 hours = cash payment of 20% of accrued post-petition sick leave;
- c) 480-959 = cash payment of 25% of accrued post-petition sick leave;
- d) 960 or more hours = cash payment of 35% of accrued post-petition sick leave.

#### **Section 5. Leave of Absence without Pay**

Leave of absence without pay is a temporary, nonpaid status and absence from duty granted at the request of the employee. Leave of absence without pay may be granted by the City Manager for a period not to exceed six (6) months, upon the positive recommendation of the Department Head. Under justifiable conditions, said leave may be extended by the City Manager for additional periods. Leave of absence without pay will be considered favorably if it is expected that the employee will return to duty and that at least one (1) of the following benefits will result: increased job ability, protection or improvement of the employee’s health, retention of a desirable employee or

furtherance of a program of interest to the City. Examples or conditions for which leave of absence without pay may be granted are:

- A. For an employee who is a disabled veteran requiring medical treatment.
- B. For an employee who is temporarily mentally or physically unable to perform their duties.
- C. For an employee who files for or assumes elected office.
- D. For maternity or paternity leave, upon the recommendation of the attending physician.
- E. For military leave when the employee has less than one (1) year of service to qualify for leave with pay.

An approved leave of absence without pay for less than sixty (60) days in any calendar year will not be considered a break in service. Leave in excess of sixty (60) days shall result in the advancement of the employee's anniversary date and compensation advancement date to such date as will account for the total period of uncompensated time off. Failure to return to duty at the expiration of the approved leave of absence without pay shall constitute an automatic resignation.

The City's contribution towards an employee's health and life insurance premiums will not be extended beyond the last day of the month in which a leave of absence without pay begins if the leave of absence without pay becomes effective during the first fifteen (15) days of the month, nor beyond the last day of the next succeeding month if the leave of absence without pay becomes effective after the fifteenth day of the month, unless the employee is returned to work from leave of absence without pay status prior to the date the City's contribution would be discontinued. In the event the employee desires to maintain full health and life insurance coverage while on leave of absence without pay status, he/she may arrange to pay the insurance premiums for the coverage desired (both employee and the employer portions). It is the responsibility of the employee to contact the Human Resources Department in this regard. The payment of the amount of the premiums must be made to the City prior to the date, which the City's participation will terminate. Payments must be made directly monthly thereafter to the insurance carrier until the employee either returns to work or their employment with the City is terminated.

Upon an employee's return to work, the City's contribution towards the employee's health and life insurance premiums will begin on the first day of the month following the end of the leave of absence without pay if that leave of absence without pay terminates between the first and the fifteenth days of the month, or on the first day of the next succeeding month if the leave of absence without pay terminates after the fifteenth day of the month.

Notwithstanding any other provisions of this Section to the contrary, the City will continue its contribution for health and life insurance premiums of an employee on leave of absence due to any injury or illness out of and in the course of their employment with the City.

In circumstances in which the Federal Family and Medical Leave Act (FMLA), the California Family Rights Act and/or other applicable federal and state leave laws apply, the City shall adhere to the requirements of any such laws or regulations.

#### **Section 6. Sick Leave Sell Back**

**Sick Leave Sell Back.** On or before February 15th of each year this MOU is in effect, eligible employees will be allowed to cash out up to five (5) days (40 hours) of sick leave per year, providing the employee has at least one hundred sixty (160) hours in their leave account after the sell back to be eligible.

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

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

#### **Section 7. Post-Employment Health Plan (PEHP)**

The City agrees to participate in the Post Employment Health Plan (PEHP) in accordance with the terms and conditions of the Plan's Participation Agreement.

## **ARTICLE VI. WORKING CONDITIONS**

#### **Section 1. Working Conditions**

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

1. **5/40 Work Schedule.** The 5/40 work schedule shall consist of a forty (40) hour work week consisting of five (5) eight (8) hour workdays, exclusive of any meal periods assigned by management.
2. **9/80 Work Schedule.** The 9/80 work schedule shall consist of eighty (80) work hours in a two (2) week period consisting of eight (8) nine (9) hour workdays, and one (1) eight (8) hour workday, exclusive of any meal periods assigned by management.
3. **4/10 Work Schedule.** The 4/10 work schedule shall consist of a forty (40) hour work week consisting of four (4) ten (10) hour workdays, exclusive of any meal periods assigned by management.

The primary work schedule will continue to be the 4/10 work schedule, as defined above, unless changed by action of the Mayor and City Council.

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

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



## ARTICLE VII. GENERAL PROVISIONS

### **Section 1. Waiver Clause**

The parties acknowledge that during the meet and confer process which resulted in this MOU each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law, City Charter, Ordinance, Resolution, Personnel and departmental rules and regulations from the scope of negotiable issues and that the understanding arrived at by the parties after the exercise of that right and opportunity are set forth herein. Therefore, the City and the Union, for the life of this MOU, each voluntarily and without qualification waives the right, each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU.

### **Section 2. Severability**

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

### **Section 3. Printing of Memorandum of Understanding**

The City and the Union will share the cost of the printing of the MOU as follows: The Union agrees to pay for the cost of the copies to be distributed to its unit members.

### **Section 4. Term of Memorandum of Understanding**

This MOU will run for the period starting July 1, 2020 through June 30, 2025.

If negotiations regarding an MOU are in progress at the time the current MOU expires, or if the parties are at impasse, the current MOU shall remain in effect until a successor MOU is adopted by the Mayor and City Council.

By entering into this MOU, the City and the Union have arrived at a final understanding through the meet and confer process resolving any differences which may have arisen during the process. Accordingly, it is agreed that the Union and the City will support the MOU for its term and for purposes of Union ratification and Council approval. Nothing contained in this MOU shall become binding upon the parties until such time as the City Council, by legislative enactment and allocation of funds, agrees and adopts its terms and conditions.

### **Section 5. Notice of Intent to Reopen**

The parties agree that if either party desires to propose changes in the terms or conditions of this MOU for the period following expiration of this MOU, notice shall be given to the other not later than the last working day of February 2025, that such discussions are desired. Such notice shall request a meeting to begin negotiations and establish ground rules which shall include, at a minimum, the date beyond which no further proposals may be submitted by either party.

**Section 6. New Employee Information**

Once per month, the Human Resources Department will furnish the Union with information on new Middle-Management Unit employees, excluding their home addresses. Data will include employee name, title, department, department phone number and date of hire. Data will not be provided until at least ten (10) working days following approval of the appointment by the City Manager.

**Section 7. Workforce**

The City agrees to meet and confer over partnering and collaborating with Teamsters related to the utilization of their workforce training center.

**MIDDLE MANAGEMENT EMPLOYEES'  
MEMORANDUM OF UNDERSTANDING  
2020-2025**

Executed this 3rd day of November, 2021.



Robert D. Field  
City Manager



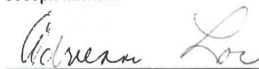
David Farugia, Teamsters Local 1932  
Business Representative (Chief Negotiator)



Robert Sepulveda

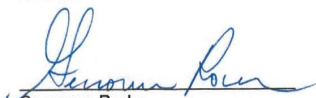


Joseph Michaud



Adrienne Loa

ATTEST



Genoveva Rocha  
City Clerk

Approved as to form:  
Sonia Carvalho, City Attorney

PP  


## APPENDIX A

### MOU Provisions to be Included as Part of the City of San Bernardino's Uniform Policies

#### OVERVIEW

The City represents that in implementing Section 508 of the City of San Bernardino's new Charter that became effective on January 31, 2017, the following provisions of the previous MOU between the City and the Union, dated July 1, 2006 to June 30, 2009, shall be included as part of the City's uniform policies:

- a) Article I, Section 4, *Contract Services*
- b) Article II, Section 4, *Grievance Procedure*
- c) Article II, Section 5, *Non-Discrimination*
- d) Article II, Section 8, *Bulletin Boards*
- e) Article II, Section 9, *Access to Personnel Records*
- f) Article IV, Section 3, *Tuition Reimbursement*
- g) Article V, Section 5, *Injury Leave*
- h) Article V, Section 7, *Witness Leave*
- i) Article V, Section 9, *Catastrophic Leave*
- j) Article V, Section 12, *Jury Duty*
- k) Article VI, Section 2, *Physical Examinations*
- l) Article VI, Section 3, *Drug and Alcohol Testing*
- m) Article VI, Section 4, *Seniority*
- n) Article VI, Section 5, *Probationary Period*

The City acknowledges that the above mentioned Sections affect working conditions and, accordingly, these sections will be attached to this Agreement as Appendix B and will be considered as part of this MOU and as such are subject to the grievance provisions in this MOU. In addition, these Sections will also be included as part of the City's uniform personnel policies and/or part of the City of San Bernardino's Municipal Code.

#### **Section B1. Contract Services**

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

**Section B2. Grievance Procedure**

**Purpose.** The City of San Bernardino and the Middle-Management Unit realize the importance of a viable grievance procedure to aid in the resolution of disputes. It is recognized that to maintain high employee morale and harmonious relations, an orderly method of processing grievances is necessary. This procedure is intended to establish a systematic means to process a grievance and to obtain fair and proper answers and decisions regarding employee complaints. The representative of employees and management at all levels will make continuing efforts to secure prompt disposition of grievances. Every effort should be made to resolve grievances in the informal process.

The initiation of a grievance in good faith by an employee shall not cast any adverse reflection on their standing with their supervisors or their loyalty as a City employee nor be a reflection on the employee's supervisor or the department involved.

**Definition of a Grievance.** A grievance is an alleged violation of the terms of this MOU.

Additionally, allegations of discrimination or harassment must be submitted to the Equal Employment Officer for review. The Equal Employment Officer may recommend that the matter be brought as a formal grievance. Disciplinary actions are not subject to the grievance procedure but may be appealed to the City's Personnel Board.

As used in this procedure, the term "immediate supervisor" means the lowest level of supervisor not within the Middle-Management representation unit.

**Representation.** The aggrieved employee shall have the right to be represented. This representation may commence at any step in the grievance procedure. Legal counsel or official representatives of the recognized employee organization only can represent the employee. No person hearing a grievance need recognize more than one City employee representative for any employee at any one time unless he/she so desires. If the employee's legal counsel is not from the formally recognized employee organization, a representative of that formally recognized organization may attend the grievance hearing to ensure that the solution reached does not violate the terms of the MOU.

**Consolidation of Grievances.** In order to avoid the necessity of processing numerous similar grievances at one (1) time, a single grievance may be filed.

**Time Limitation.** Time limitations are established to settle a grievance quickly. Time limits may be modified by agreement of the parties. If at any stage of this grievance procedure the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action, which submits the grievance to the next level of review. The grievant may proceed to the next step if a reviewing official does not respond within the time limits specified. A formal grievance may be entered into or advanced to any step if the parties jointly so agree.

**Steps in the Grievance Procedure.** The procedures outlined herein constitute the informal and formal steps necessary to resolve an employee's grievance. An attempt to settle the grievance in the informal structure at the employee-supervisor level is required. The grievance must be submitted to the Informal Step within ten (10) working days of the incident or of the grievant's knowledge of the incident's occurrence.

A. **Informal.**

Initially, the grieving employee shall, on a personal face-to-face basis, discuss their complaint with their immediate supervisor informally. Within ten (10) working days the supervisor shall give their decision to the employee orally. The date and the subject of the incident should

be provided with the request for the informal meeting. The supervisor will document their response to the employee, in the event the grievance proceeds to the Formal level.

**B. Formal.**

1. If the grievance is not adjusted to the satisfaction of the employee involved, the grievance shall be submitted in writing by the employee or their designated representative to the Department Head within the next ten (10) working days. The Department Head shall meet with the employee and/or their designated representative within ten (10) working days of receipt of the written grievance and shall deliver their answer in writing to the employee within ten (10) working days after the meeting.
2. If the grievance is still not adjusted, the aggrieved party may file a written appeal with the Director of Human Resources or their designee shall meet with the employee and if the employee desires, the designated Union representative within ten (10) working days after receipt of the appeal and shall deliver their answer in writing to the employee within ten (10) working days after the meeting.
3. If the grievance is still not adjusted, the aggrieved party may file a written appeal with the City Manager within ten (10) working days from the date of delivery of said answer. State in writing the complaint and the desired result. The City Manager may meet with the employee and if the employee desires the designated union representative within ten (10) working days after the receipt of the appeal and shall deliver their answer in writing to the employee within ten (10) working days after the meeting. The City Manager's decision is final and binding on all parties, unless reversed by a court decision.
4. Any grievance not answered by the City within the specified time limits listed above shall be deemed settled on the basis of the Union's original demand. Likewise, any grievance not answered by the Union as above shall be deemed settled on the basis of the City's last official answer.
5. Time limits, as stated above in subsections 1 through 4 may be extended by mutual agreement of the employee, their representative (if any) and the City.

**Section B3. Non-Discrimination**

The City and the Union agree that there shall be no discrimination against employees within the bargaining unit because of race, color, creed, religion, national origin, sex, age, marital status or Union membership or any other protected class as defined under applicable state and federal laws.

Further, there shall be no discrimination against individuals with disabilities, as defined by the Americans with Disabilities Act (ADA) of 1990, as amended, when those individuals do not pose a risk to the health or safety of themselves or others. The ADA expressly identifies reassignment to a vacant position as one form of reasonable accommodation.

**Section B4. Bulletin Boards**

The City will furnish a reasonable portion of existing bulletin board space in each department/division for the purpose of the Union posting notices of pertinent Union business. The

Union agrees that nothing libelous, obscene, and defamatory or of a partisan political nature shall be posted. In the event that there is a dispute arising out of the pertinence of any literature posted, the City Manager or designee shall meet with the Union labor relations representative to resolve the problem as soon as possible.

#### **Section B5. Access to Personnel Records**

The City's Human Resources Department shall keep and maintain an official personnel file for each employee. Personnel files are confidential.

Employees or their authorized representatives shall have the right, upon request, to review the contents of their official personnel files. Such review may be made during normal working hours with no loss of pay for time spent, and the employee may be accompanied by their authorized representative, if he/she so wishes. Employees desiring to review such records shall make their requests in writing through the Department Head to the Human Resources Department, if it is on City time. All such requests shall be honored by the City within three (3) working days of such requests by the employee or authorized representative's request to review as provided above.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

#### **Section B6. Educational Tuition Reimbursement Programs**

##### **A. Purpose.**

1. To encourage the employees of the City of San Bernardino to take college courses and special training courses that will better enable them to perform their present duties and prepare them for increased responsibilities.
2. To provide financial assistance to eligible employees for education and training.
3. To establish eligibility requirements, conditions, and procedures whereby such assistance may be provided.

##### **B. Eligibility for City-Wide Educational Reimbursement Program.**

1. Applications for tuition reimbursement will be considered only from unit members/employees who have completed probation.
2. Reimbursement is not authorized for courses for which the employee is receiving financial assistance from other sources such as the GI Bill, scholarships, and similar sources.
3. Applications will be approved only for courses directly related to the employee's job or directly related to a promotional position in the employee's occupational specialty or related to other positions or promotional opportunities within the City.
4. Courses not ostensibly related to the employee's job, but which are required to qualify for a degree that is directly related to their job, may be reimbursable only after all required occupationally related courses have been completed.
5. Prior to receiving tuition reimbursement, employees must submit documentary proof of having received a grade, which is consistent with the City's affirmative action

policy. Currently, this is a “C” grade. If objective ratings are not rendered for a specific course, then a certificate of successful completion must be submitted.

6. Approval will be limited to courses given by accredited colleges and universities, city colleges or adult education under the sponsorship of the Board of Education. Workshops, seminars, conferences and similar activities not identifiable as a formal course of instruction within the curriculum of a recognized educational institution do not fall within the purview of this program but may be authorized and funded by the tuition reimbursement funds with the approval of the Department Head and the City Manager. No mail-order courses will be offered.
7. When an employee is required by his or her Department Head to attend a particular course or seminar, the expense shall be borne entirely by the department, outside of this Subsection.

C. Reimbursement.

1. The amount of reimbursement shall be equivalent to tuition costs for up to six (6) units per quarter as charged by the California State University, San Bernardino, or up to one-and-a-half (1-1/2) times that amount if based on a semester system. Additional expenses such as meals and parking fees are not reimbursable.
2. Costs for required texts are eligible for one-hundred percent (100%) reimbursement and the employee may retain the book(s).
3. On an annual basis, the City shall make available to all eligible City employees funds to be used for tuition costs and textbooks. Currently, the City has budgeted \$20,000.00. The fund will be distributed on a first come basis as determined by the filing date stamped on the appropriate documentation filed with the Human Resources Department. The Human Resources Department shall administer the program consistent with the City's Department Director Letter (“DDL”) No. 48.

D. Procedures for City-Wide Educational Reimbursement Program.

1. An employee who desires to seek tuition reimbursement under the provisions of this Section must complete, in triplicate, a City Education Reimbursement form and submit it to their Department Head for advance approval.
2. The Department Head will recommend approval or disapproval based on job relatedness and forward the Educational Reimbursement form to the Director of Human Resources.
3. The Director of Human Resources will recommend approval or disapproval based on availability of budgeted funds for education tuition assistance and forward to the City Manager for final action. One (1) copy will be returned to the employee; a copy will be returned to the department. It is necessary that the applicant accomplish the procedures so far described in order to ascertain the eligibility of the intended course of instruction for reimbursement under the provisions of this Section prior to the inception of the course.
4. The employee will submit his or her copy of the approved application for reimbursement within sixty (60) calendar days after the completion of the course and final grade has been received. The employee must include official verification of their final grade with appropriate receipts for tuition and textbook costs. These will be

returned to the employee upon request. Applications not submitted to the Human Resources Department within the established time frame following completion of the course become void.

5. Upon receipt of the application and required documentation, the Human Resources Department will determine whether the completed course of instruction is compatible with the provisions of Subsections B and C of this Section. If found to be compatible and funding available as described in this Section, the Human Resources Department will compute the amount of reimbursement, authenticate the application, and forward it to the Finance Department with authorization to reimburse the employee the approved amount.
6. All approved reimbursement forms must be returned to Human Resources if the employee/student does not complete the course.

### **Section B7. Industrial Injury**

Effective with the first day of necessary absence by an injury or illness arising out of, and in the course of, their duties the eligible employee shall be protected by workers' compensation benefits. Upon written request by the employee accumulated sick, vacation, holiday and compensatory time credit can be utilized to supplement the amount of temporary disability (two-thirds (2/3) of average weekly earnings) to not exceed the total sum of payment equal to their normal weekly compensation. The utilization of sick leave for this purpose shall end with the termination of the temporary disability or when the accumulated sick leave credits have been exhausted, whichever occurs first.

#### ***How to file a workers' compensation claim?***

When an employee believes to have sustained an injury or illness arising out of, and in the course of, their duties, the employee should immediately notify their supervisor. The supervisor is required to provide the injured employee an "Employee's Claim for Workers' Compensation Benefits (DWC-1 Form)" within 24 hours from the date of knowledge. Once the injured employee returns the completed DWC-1 Form, the supervisor will then need to complete "Report of Occupational Injury or Illness (5020 Form)" in order to document the date, time and description of incident. The supervisor should then refer to the workers' compensation injury report kit to complete the claim. In the event the employee is unable to prepare the form due to hospitalization, serious illness, or injury; the supervisor or a member of the department/division staff shall prepare the required report.

The employee has the right to be examined and treated by a physician of their choice, as long as a predesignating of physician form has been signed off by both the employee and predesignated physician at the time of injury or illness, as required by the California Labor Code.

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

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

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



**Section B8. Witness Leave**

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

**Section B9. Catastrophic Leave**

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

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

**Section B10. Jury Duty**

Every unit employee and every employee, whose position is funded under federal law or is employed in a federally-funded position, if such benefit is required by said federal law, are covered by this section. The City will pay for all working days in a calendar year of a covered employee who is required to serve jury duty.

**Section B11. Physical Examinations**

The City shall pay medical fees for the physical examination of any permanent member when such examination is required and directed by the City after employment. The City may arrange with a physician or medical group for such examination; or, if the situation warrants, the City may authorize an employee to be examined by a doctor of their choice. In the event an employee is authorized to be examined by a doctor of their choice, reimbursement shall be made by the City for the cost thereof provided, however, that the amount of the reimbursement shall not exceed the cost the City would have paid to its contract physician or medical group. Physical exams taken by a Middle-Management employee on a voluntary basis are not reimbursable by the City. However, if a

Department Head requires a Middle-Management employee to maintain a Class A or Class B driver's license, such license exams as required will be scheduled with the City's contracting physician at no cost to the Middle-Management employee.

#### **Section B12. Drug and Alcohol Testing**

In addition to employees already covered under the Department of Transportation (DOT) for drug and alcohol testing, all Middle-Management employees will participate in drug and alcohol testing, following the reasonable suspicion Drug/Alcohol Testing procedure described in the City of San Bernardino's Policy on Drug and Alcohol Testing of Employees with Commercial Drivers' Licenses ("Policy"), effective August 1, 2013. For purposes of this Section, the provisions of the Policy are binding and are incorporated herein.

If a supervisor has a reasonable suspicion that an employee has been abusing drugs or alcohol, that supervisor will immediately notify their immediate supervisor of these suspicions and document the observations on a reasonable suspicion checklist.

The conduct of the employee must be witnessed by a supervisor who has received training consisting of at least one and a half (1-½) hours on identification of actions, appearance or conduct which are indicative of the use of drugs or alcohol. A supervisor must directly observe and document the behavior. Reasonable suspicion may not be based upon hearsay.

#### **Section B13. Seniority**

Department Heads will consider seniority in authorizing vacations and scheduling shift assignments and transfers. Seniority shall prevail when all the factors are not significantly different. "All factors" is defined as special qualifications, skills, work performance as well as attendance and safety. An employee shall not attain seniority until the completion of a probationary period.

#### **Section B14. Probationary Period**

Employees in the Middle-Management unit shall have a probationary period of one (1) year. After successfully completing same, the seniority date shall be from the last date of hire within the department, division, or section. All employees shall serve twelve (12) months in the step in which they were first hired, before becoming eligible for a step increase to the next step.





## “WEINGARTEN RIGHTS”

An employee who reasonably believes that an investigatory interview could lead to discipline is entitled to ask for union representation. An investigatory interview is a meeting with management at which the employee will be questioned or asked to explain his or her conduct, and which could lead to disciplinary action against the employee. The employee must affirmatively request union representation.

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