



**MEMORANDUM OF
UNDERSTANDING
BETWEEN THE
CITY OF BIG BEAR LAKE
AND
TEAMSTERS LOCAL 1932 UNION
FOR THE PERIOD OF
JULY 1, 2023
THROUGH
JUNE 30, 2026**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BIG BEAR LAKE
AND THE
TEAMSTERS LOCAL 1932
GENERAL EMPLOYEES UNIT
EFFECTIVE JULY 1, 2023 TO JUNE 30, 2026**

ARTICLE NO. 1 PREAMBLE

- 1.1 This Agreement entered into by the City of Big Bear Lake, hereinafter referred to as the "Employer," and Teamsters Local 1932, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations through an equitable and constructive procedure for the resolution of differences and for the establishment of benefits, rates of pay, hours of work, and working conditions except those covered under the Management Clause.
- 1.2 This Memorandum of Understanding (MOU) has been prepared to meet the requirements of the Government Code Section 3500, et seq.

ARTICLE NO. 2 RECOGNITION

- 2.1 The Employer recognizes Teamsters Local 1932 as the exclusive, recognized bargaining agent for the employees in the General Employees Unit for the purpose of establishing salaries, wages, hours, and working conditions of employment pursuant to the provision of applicable state law. Members of the General Unit include those classifications listed in Exhibit "A" attached, as well as employees in such classes as may be added to this Unit hereafter by the Employer.

ARTICLE NO. 3 IMPLEMENTATION

- 3.1 It is mutually agreed by the Union and the Employer that the terms and conditions of this Agreement shall take effect July 1, 2023, except as otherwise provided for in this Agreement.

ARTICLE NO. 4 UNION MEMBERSHIP

- 4.1 The Union shall have the sole and exclusive right to have membership dues deducted for employees covered by this Agreement by the Employer, upon appropriate written authorization from such employees. Remittance shall be made by the Employer to the Union within fifteen (15) working days of the deduction of such sums.
- 4.2 Upon certification by the Union that an employee has signed an authorization for the deduction of Union membership dues and/or designated fees, the City will deduct the appropriate dues or fees, as established, and may be changed from time to time by the Union, from an employee's pay, and remit such dues or fees to the Union. The Union shall advise the City in writing of the dues deducted for each member of the Union.

- 4.3 Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or absent any such items, by mailing a written revocation to the Union that is postmarked during the thirty (30) day period immediately prior to the annual anniversary date on which the employee signed the authorization form. The Union shall, as soon as possible, notify the City if any member of the bargaining unit revokes a dues authorization.
- 4.4 In any situation where an employee requests information about becoming or remaining a member of the Union, the City shall refer such inquiries to the Union for response.
- 4.5 In consideration of the above noted services, the Union agrees to hold harmless, release, indemnify and discharge the Employer from any liability or expenses whatsoever as a result of any action taken pursuant to the provisions of this Article.
- 4.6 The City will notify Teamsters Local 1932 if a new unit member will be attending a New Hire Orientation within ten (10) days of an orientation or as soon as is practical. Teamsters Local 1932 shall participate in a New Hire Orientation on City time, for no more than 30 minutes, for the sole purpose of providing employee information regarding Teamsters 1932 membership.
- 4.7 The City shall forward a monthly personnel report to the Union and assigned Business Agent, which will include any and all personnel actions (new hires, terminations, promotions, home address changes, etc.) within the Unit.
- 4.8 D.R.I.V.E. (Democratic Republican Independent Voter Education) – 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 his/her paycheck 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 to D.R.I.V.E. National Headquarters on a bi-weekly basis, in one (1) payment, the total amount deducted along with the name of each employee on whose behalf a deduction is made, a personal identifier for each employee and the amount deducted from that 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 bi-weekly payroll deduction plan.

ARTICLE NO. 5 MANAGEMENT RIGHTS

- 5.1 It is understood and agreed that the Employer retains all of its powers and authority to manage municipal services and the work force performing those services, except as expressly limited herein.
- 5.2 It is agreed that during the term hereof, the Employer shall not be required to meet and confer on matters that are solely a function of management, however, this does not preclude meeting and conferring on the impacts, including the right to:
 - 5.2.1 Determine and modify the organization of the City government and its constituent work units.
 - 5.2.2 Determine the nature, standards, levels and mode of delivery of services to be offered to the public.
 - 5.2.3 Determine the methods, means, and the numbers and kinds of personnel by which

services are to be provided.

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

ARTICLE NO. 6 EMPLOYEE RIGHTS

The following are employee rights:

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

ARTICLE NO. 7 UNION RIGHTS

7.1 Payroll Deductions:

- 7.1.1 It is agreed that Union membership dues and other premiums shall be deducted by the Employer from the pay warrant of each employee covered herein who files with the Employer a written authorization requesting that such deductions be made.
- 7.1.2 Remittance of the aggregate amount of all membership dues and other premiums deducted from the pay warrants of employees covered hereby shall be made to the Union within fifteen (15) days after the end of the month in which said membership dues and other premiums were deducted.

- 7.2 **Liability:** The Employer shall not be liable to the Union, employees, or any party by reason of the requirements of this Section for the remittance of any sum other than those constituting actual

deductions made from employees' wages earned. The Union shall hold the Employer harmless for any and all claims, demands, suits, orders, judgments, or other forms of liability that may arise out of or by reason of action taken by the Employer under this Section.

- 7.3 Meetings of Authorized Representatives: It is hereby agreed that the duly authorized representative(s) of the Employer shall meet with the duly authorized representative(s) of the Union and treat all grievances that may arise during the life of this Agreement. A maximum of two (2) Union members will be granted time off without loss of pay to attend grievance meetings and meet and confer sessions with prior notification and approval of the respective Division Manager.
- 7.4 Use of City Resources: The Union will be granted permission to use City facilities for the purpose of meeting with employees to conduct its internal business during non-work hours.
- 7.4.1 The Union will be permitted limited use of the City's e-mail system to communicate with its members regarding meeting dates and times. The Union will designate no more than two individuals who are allowed access to the City's e-mail for such a purpose. The Union clearly understands and acknowledges that any use of the City's e-mail system is governed by the standards and guidelines outlined in the City's Information Technology Policy, Electronic Tools and Services Use Policy. Specifically, the policy places users on notice that any information created, transmitted, received and stored via the City's Information Technology is not confidential or private and, in some instances, may be subject to the California Public Records Act.
- 7.5 Use of Bulletin Boards: The Union may use portions of bulletin boards located on the Employer's property under the following conditions:
- 7.5.1 All postings for bulletin boards must contain the date of posting and the Union's identification. Costs associated with preparing and posting of Union material will not be borne by the City.
- 7.5.2 The actual posting of all material will be done by the designated Union Representative(s). Unless other arrangements are made, materials posted will be removed thirty (30) days after the publication date or upon expiration date, whichever is applicable.
- 7.5.3 The Employer reserves the right to determine where bulletin boards shall be placed and will provide space to be allocated to Union materials, provided bulletin boards will be readily accessible to the employee.
- 7.5.4 If the Union does not abide by these rules, the Employer will notify the Union of such rule violation and the Union will cease any bulletin board use that conflicts with the provisions of this Article. Additionally, the Union may use portions of bulletin boards to post the following materials only:
- a) Scheduled Union meetings, agendas, and minutes.
 - b) Information on Union elections and the results.
 - c) Information regarding Union social, recreational, and related news bulletins falling within the scope of representation.
 - d) Reports of official business of the Union, including reports of committees and the Board of Directors.

- 7.5.5 Posted notices shall not be obscene, defamatory, or of a partisan political nature, nor shall they pertain to public issues which do not involve the Employer or its relations with the employees. All notices to be posted must be dated and signed by an authorized representative of the Union.
- 7.5.6 In cases where the Union represents more than one (1) authorized employee representation unit at a work location, the space described above shall become the bulletin board space for all employees represented by the Union at the work location.
- 7.6 The Union has the right and responsibility to represent the interests of all employees in the unit, to present its views to the City on matters of concern either orally or in writing, and to enter collective negotiations with the objective of reaching an agreement applicable to all employees within the bargaining unit.

ARTICLE NO. 8 STANDBY

- 8.1 Standby is an employment status of an employee leaving notice where he/she can be reached and be available to return to active duty, between the hours of 6:30 a.m. to 6:29 a.m. the following day twenty-four (24) hour timeframe, when required by the Division Manager.
- 8.2 Employees on Standby: (1) must be reachable by telephone or other designated communication device; (2) must be able to report to active duty no more than thirty (30) minutes after contact; and (3) must refrain from activities which might impair their ability to perform assigned duties.
- 8.3 Employees assigned to Standby duty shall be paid at a rate of time and one-half (1.5) the regular rate of pay for two (2) hours per day during the employee workweek and three (3) hours per day for employee weekends, holidays and scheduled day off (SDO), if applicable. Employees called back to work shall receive pay at time and one-half (1.5) for actual hours worked, rounded up in fifteen (15) minute increments. For example, an employee who is called back to work while assigned to Standby, and who actually works thirty-five (35) minutes, shall be paid for forty-five (45) minutes at time and one-half (1.5).

ARTICLE NO. 9 CALL BACK

- 9.1 Call Back is an employment status of the Employer requesting the employee to return to active duty after the employee has been released. Employees on Call Back status are entitled to Call Back compensation.
- 9.2 Employees on Call Back status shall be paid for two (2) hours at time and one half (1½) the base hourly rate of pay. Said compensation shall be in-lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of Article 11, Overtime.
- 9.3 Special tours of duty scheduled in advance or employees who are called back within two (2) hours of the beginning of a scheduled tour of duty (i.e., scheduled events or activities) are not considered Call Back hours for the purpose of this Article. The Employer shall provide at least twelve (12) hours advance notice to an employee of a special tour of duty.

ARTICLE NO. 10 WORKING OUT OF CLASSIFICATION PAY

- 10.1 Employees who perform duties of a higher classification for more than fifteen (15) consecutive working days shall be paid Out-Of-Class pay of five percent (5%) above the current salary of said employee or Step 1 of the higher classification, whichever is greater. In the event the higher classification is not in the bargaining unit, then the Out-Of-Class pay shall not exceed five percent (5%).
- 10.2 The employee receiving Out-Of-Classification pay must perform essentially all of the functions of the higher classification in order to receive compensation.

ARTICLE NO. 11 OVERTIME

- 11.1 **Policy:** It is the policy of the Employer to discourage overtime except when necessitated by abnormal or unanticipated workload situations. The Employer has the right to require overtime to be worked as necessary. All overtime must have the approval of the employee's supervisor prior to actual performance of the work.

Failure to obtain such approval in advance may subject an employee to discipline.

- 11.2 **Definition:** Overtime shall be defined as all hours actually worked in excess of forty (40) hours per week. For purposes of defining overtime, paid leave time shall be considered as time actually worked. Overtime shall not affect leave accruals. Overtime of eight (8) minutes or more but less than fifteen (15) minutes shall be paid as fifteen (15) minutes. Overtime of seven (7) minutes or less shall not be paid.
- 11.3 **Overtime Compensation:** Any employee requested by the Employer to work overtime shall be compensated at time and one-half (1½) times the employee's regular rate of pay, per Fair Labor Standards Act (FLSA).
- 11.3.1 **Compensatory Time:** Any employee who is requested to work overtime may request compensatory time in lieu of overtime pay, calculated at the overtime rate. Compensatory time must be approved by the employee's supervisor. The compensatory time will be tracked by payroll and can be utilized with prior approval from the supervisor. Once an employee's accrued compensatory time bank reaches one hundred sixty (160) hours, the employee will be paid for all subsequent overtime worked. If the employee terminates employment, the compensatory time bank will be paid off at the current rate of pay. If the employee is promoted to another position in the City, the employee will have the option of:
- a) Having the compensatory time bank paid off at the rate of pay prior to promotion; or
 - b) Maintaining the compensatory time bank for future payout or use of time off: Upon the date of promotion, the hours banked as of that date shall be converted to a dollar value and calculated to the equivalent hours under the higher promotional rate of pay. For example, ten (10) hours of leave in the compensatory time bank at the pre-promotion rate of pay of twenty dollars (\$20.00) per hour would equate to two hundred dollars (\$200.00), which calculates to eight (8) hours of leave at a rate of pay of twenty-five dollars (\$25.00) per hour.

- 11.3.2 An employee may use such compensatory time within a reasonable period after making such request if the use of compensatory time does not unduly disrupt the operations of the department.
- 11.4 Compensatory Time Sell Back:
- 11.4.1 Employees may sell back up to one hundred twenty (120) hours of compensatory time twice per year (June and November). Requests for June compensatory time sellbacks shall be submitted to the Finance Department no later than two (2) weeks prior to the first payday in June and will be paid on the first payday of June. Requests for November compensatory time sellbacks shall be submitted to the Finance Department no later than two (2) weeks prior to the first payday in November and will be paid on the first payday of November.
- 11.4.2 Once a request for compensatory time sell back has been submitted, it is irrevocable. After a request is submitted, the accrual limit at that time will be recalculated by deducting the requested sell back hours from the banked hours.
- 11.5 Variable Work Schedule: The Employer shall have the right to direct an employee to take such time off as is necessary to ensure that an employee's actual time worked does not exceed forty (40) hours within a work week. However, the Employer may not direct an employee to take more than ten (10) hours scheduled time off during the pay period. This provision shall conform to the FLSA.

ARTICLE NO. 12 ALTERNATIVE WORK SCHEDULE

- 12.1 Each Division Manager may consider and implement alternative work schedules based upon the needs of the division, subject to the approval of the City Manager. Employees shall be provided a minimum of ten (10) working days advance notice of a schedule change for non-emergency schedule changes.
- 12.2 The 9/80 and 4/10 work schedule shall continue to be at the discretion of the Employer.

ARTICLE NO. 13 REST PERIODS

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

ARTICLE NO. 14 WORK DISRUPTION

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

that no lockout of employees shall be instituted by the Employer during the term of this Agreement, unless such work disruptions occur.

ARTICLE NO. 15 GRIEVANCE PROCEDURE

- 15.1 **Definition:** A grievance is any dispute that involves the interpretation or application of any provision of the employee's Memorandum of Understanding excluding, however, those provisions of the Memorandum of Understanding that specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions shall not be subject to the grievance procedure.
- 15.2 Disciplinary grievances involving suspensions of five (5) days or less may not be processed beyond Step 3 of this procedure. Written reprimands are not grievable.
- 15.3 **Procedure:** Grievances will be processed in the following manner:
- 15.3.1 **Step 1. Immediate Supervisor:** A grievance may be filed in writing by an employee on his or her own behalf, or jointly by a group of employees or by the Union, to his or her immediate supervisor.
- a) Within seven (7) working days of the event giving rise to a grievance, the employee who believes he or she has a grievance may discuss the complaint with his or her immediate supervisor in the presence of a Union representative if the employee so requests. Grievances not presented within the time period shall be considered resolved.
- b) The immediate supervisor will meet with the employee, or group of employees, to discuss the grievance and attempt to resolve the matter. If the issue cannot be resolved at this level, or if the employee elects to submit the grievance directly to the Union, the matter will be taken up in the following manner.
- 15.3.2 **Step 2. Department Head:** If the grievance is not resolved in Step 1, within seven (7) working days of the final meeting with the immediate supervisor discussed in Step 1, the employee or his/her representative may present the grievance in writing to the Department Head. The written grievance will state the particulars of the grievance, and if possible, the nature of the determination desired. The Department Head will investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. The Department Head will respond to the grievance in writing within seven (7) working days of receipt of the written grievance.
- 15.3.3 **Step 3. Appointing Authority:** If the grievance is not resolved in Step 2, the employee or his/her representative may, within seven (7) working days of receipt of the response from the Department Head, present the grievance in writing to the Appointing Authority. The Appointing Authority, or a representative designated by the Appointing Authority who shall not be the Department Head, shall investigate the merits of the complaint, meet with the complainant(s), and if the complainant is not the Union, meet with the officials of the Union and attempt to resolve the grievance. The Appointing Authority will respond to the grievance in writing within seven (7) working days of receipt of the written grievance.
- 15.3.4 **Step 4. City Council:** If the parties are unable to reach a mutually satisfactory resolution on any grievance, or where a grievance involves a final disciplinary decision of the

Appointing Authority under Rule 10 and a written request to appeal that decision is timely made, said grievance will be submitted to the City Council with written notice to the other party within seven (7) working days of the response of the Appointing Authority in Step 3 above. The City Council shall hear the matter within thirty (30) days. The City Council shall render a decision, which shall be final and binding, within seven (7) working days of the conclusion of the hearing.

- 15.4 Extension of Time Limits: The above-specified time limits may be extended by mutual agreement between the parties. Failure of the employee or the Union to act within the specified time limits, unless extended, shall cause the grievance to be dismissed. Failure by the City to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.
- 15.5 Compensation Complaints: All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Appointing Authority. In such cases, no adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed. Only complaints that allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process, and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the next meet and confer process is next opened for such discussions.
- 15.6 Suspension and Discharge Grievances: If the parties, in pursuance of the procedure outlined above, resolve a grievance that involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

ARTICLE NO. 16 BENEFITS

- 16.1 Health, Dental and Vision Care Program and Employer Contribution:
- 16.1.1 The Employer shall provide one hundred percent (100%) Health Maintenance Organization (HMO) coverage for the employee and their eligible dependents. The Employer will provide an HMO plan that offers coverage with doctors practicing in the Big Bear Valley, unless such a plan is unavailable. The Employer will pay the cost of the monthly premium of the HMO plan (that offers coverage by doctors within the Big Bear Valley) towards higher cost health insurance options (e.g. PPO, POS, or other HMO plans) offered by the Employer.
- 16.1.2 The Employer will provide dental and vision insurance for the employee and their eligible dependents.
- 16.1.3 During the term of this contract, the Employer will attempt to maintain health insurance benefits and co-payments comparable with current health insurance benefits and co-payments. If comparable insurance benefits are not available/practical, the Employer will notify the Union and will agree to meet and confer upon the request of the Union.
- 16.1.4 Employees who take no health and dental coverage through the Employer shall be eligible for the Alternative Insurance Benefit Program. Eligible employees who are able to secure health and dental insurance coverage through their spouse or other source may waive coverage. The employee shall sign a waiver form provided by the Human

Resources Department. The Employer will pay such employee(s) two hundred dollars (\$200.00), less applicable required deductions, for each month thereafter the employee continues to receive health and dental insurance through their spouse or other source.

- 16.1.5 All new employees will be required to participate in the Employer paid health, dental and vision insurance program, unless they are able to show proof of health and dental coverage from a spouse or other source.
- 16.2 Life Insurance: These benefits shall only apply to employees who have been appointed to a regular full-time position within the Unit. The Employer will provide fifty thousand dollars (\$50,000) term life insurance coverage for the employee only. Additional life insurance is available to employees and their dependents at the employee's expense.
- 16.3 Flu Shots: Employer will contribute ten dollars (\$10.00) toward receipt of on-site flu shots.
- 16.4 Tuition Reimbursement:
- 16.4.1 Employees required by the Employer to participate in any training program or job-related development shall do so on Employer time and at Employer expense.
- 16.4.2 The Employer will provide tuition reimbursement and reimbursement of other direct expenses for full-time, regular employees of the City who have passed original probation. Reimbursement shall include required textbooks, laboratory fees, and parking fees (but shall not include travel time, mileage, transportation, meals, paper supplies and other miscellaneous costs) for job-related education or career development upon receipt of proof of successful completion of an approved course. Prior to initiation of the course work, the employee shall receive Division Manager approval that such course work is directly related to a departmental or City service-related field or endeavor. Employees shall follow City procedures and guidelines for the tuition reimbursement program. The course must be satisfactorily completed with a minimum grade of "C" or equivalent. Participation in the course(s) shall be solely on the employee's time.
- 16.4.3 Reimbursement shall be made at the rate of one hundred percent (100%) to a maximum reimbursement of three thousand dollars (\$3,000.00) per fiscal year.
- 16.4.4 Applications for reimbursement shall be accepted no later than one (1) month after the course grades have been distributed.
- 16.5 Certification (State): All test fees and renewal fees for State certification required by the Employer shall be paid by the Employer.
- 16.6 Uniforms, Safety Boots and Prescription Safety Glasses: The Employer shall provide safety goggles and/or shields as needed. The Employer will pay for safety glass upgrades of prescription lenses, with approval of Human Resources, up to one hundred dollars (\$100.00) in a fiscal year, subject to the following conditions: (1) the employee must present an appropriate receipt; (2) reimbursement is for lenses only and not for eye examination, treatment or visits to an optometrist or optician; and (3) the Employer will provide reimbursement only for lenses if the prescription has changed or if the lenses have been damaged and the damage is not due to employee negligence.

The Employer will contribute up to one hundred and seventy-five dollars (\$175.00) on a reimbursement basis per fiscal year for Public Works, Building and Safety, Code Compliance and Engineering field employees and Performing Arts Center (PAC) employees who are assigned to

non-office classifications for winter outer clothing to be spent between September 1 and October 30 of each calendar year, with the employee providing the Employer with acceptable and detailed receipts. In addition, the Employer will purchase for, and replace as needed, orange safety jackets for all field employees, which is not part of the designated one hundred seventy-five dollars (\$175.00) amount listed above.

All field employees who work in Public Works, Building and Safety, Engineering, Code Compliance, and PAC employees who are required to wear safety-toed boots shall receive up to two hundred fifty dollars (\$250.00) reimbursement per fiscal year for purchase of one (1) pair of boots. The unit member will receive this amount subsequent to the submittal of receipts and/or other verification of purchase of safety-toed boots. Receipts must be submitted between September 1 and October 30 of each calendar year.

The prescription lenses safety glass upgrades, winter outer clothing and boot reimbursement benefits cannot be combined. In addition, there shall be no cash out of any remaining contributions if the costs of the safety goggles/shields, winter outer clothing, and/or safety boots are less than the maximum contribution allowed under this section of the MOU.

- 16.7 Retirement: All full-time, regular employees participate in the San Bernardino County Employees Retirement Association (SBCERA).

Tier 1 Employees (Membership prior to January 1, 2013):

Tier 1 employees shall pay all required employee retirement system contributions to SBCERA.

Tier 2 Employees:

Pursuant to the Public Employees' Pension Reform Act of 2012 (also known as "PEPRA"), unit members who first became employed by the City on or after January 1, 2013, and who are "new members" as that term is defined in PEPRA, shall be subject to the Tier 2 SBCERA formula of two and one-half percent at age sixty-seven (2.5% @ 67), a benefit based on the highest three (3) year average (thirty-six (36) consecutive months) of employment.

Effective July 1, 2015, "new members" hired on or after January 1, 2013 shall contribute from their pensionable compensation fifty percent (50%) of total "normal costs" as dictated by SBCERA. New members shall also be subject to all other applicable provisions of PEPRA.

- 16.8 Supplemental Retirement: The Employer shall continue the PARS Retirement Enhancement Plan (REP) of two and seven-tenths percent at age fifty-five (2.7% @ 55) for eligible employees hired on or before December 31, 2012, pursuant to Public Employee's Pension Reform Act (PEPRA). Shared costs will continue to be assumed and require employee participation (contribution). Annual contribution rates shall be determined by PARS actuarial reports. The Employer agrees to provide for a contribution equivalent to seventy thousand dollars (\$70,000) annualized.

- 16.9 Prevailing Benefits:

16.9.1 Continuing in Effect: It is understood and agreed that there exists, in written or unwritten form, certain personnel rules, policies, practices, and benefits which shall continue in effect except for those provisions modified by mutual agreement of both parties or imposed in accordance with applicable laws.

16.9.2 Reasonable Notice:

In cases of proposed changes by other than mutual agreement, Teamsters Local 1932, shall be given reasonable notice and consulted with prior to these changes.

ARTICLE NO. 17 ADVANCEMENT, PROMOTION, AND MERIT RATINGS**17.1 Step Advancement:**

Vacancies occurring in classified positions may be filled by recruitment at the #1 step of the established salary range or when applicable, one (1) step higher (an approximate five percent (5%) salary increase) than the pay rate the employee would receive had he/she remained in his/her former position. Salary Range Schedule and advancement to the #2 step (or next higher step when applicable) shall be dependent upon completion of six (6) calendar months of service in the new position and an above standard or better performance evaluation, and from #2 to #3, #3 to #4, and #4 to #5 after one (1) year from date of last change in rate of pay, with a standard or better performance evaluation.

17.2 Promotion:

When a permanent employee is promoted to a position carrying a higher salary range and the employee's current salary schedule is within the new salary range, the rate of compensation on the date of promotion shall be one (1) step higher than the rate the employee would have received had he/she remained in his/her former position, provided the employee has had at least six (6) months of continuous service in the former position, or positions, at the same or higher salary rates.

17.3 Personnel Files:

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

17.4 Seniority:

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

17.5 Probationary Period:

Any new employee hired in a regular position in the bargaining unit shall serve a one (1) year probationary period. Probationary employees are to be evaluated at the six (6) month period (without being eligible for a step advancement) and again prior to the end of the one (1) year probationary period. During the probationary period the employee may be terminated at any time without the right of appeal or hearing.

Existing unit members who are promoted into another position will serve a six (6) month probationary period in their new position. These employees are to be evaluated at the completion of the six (6) month probationary period. During the probationary period the employee may be removed from their new position and restored to their prior position (returning to the current pay rate, including any applicable COLA adjustments the employee would have received had they remained in their former position) at any time without right of appeal or hearing.

Leaves of absence or assignments out of class for a period of longer than ten (10) working days shall not be counted toward completion of the probationary period.

Any employees hired prior to July 1, 2023 shall continue to serve a six (6) month probationary period. In addition, any employees promoted prior to July 1, 2023 shall be granted the same promotion rules that were in effect prior to June 30, 2023.

ARTICLE NO. 18 SALARIES

18.1 Salary Adjustments:

Effective July 1, 2023, all employees represented by the Union (unless "Y" rated) will be granted a five percent (5%) salary increase.

Effective July 1, 2024, all employees represented by the Union (unless "Y" rated) will be granted a five percent (5%) salary increase.

Effective July 1, 2025, all employees represented by the Union (unless "Y" rated) will be granted a five percent (5%) salary increase.

18.2 Longevity Pay:

Employees who have worked as a regular employee for the Employer for 10,400 base hours (five (5) or more continuous years) will receive a one percent (1%) pay increase to their base hourly pay rate.

Those employees who have worked for the Employer for 20,800 base hours (ten (10) or more continuous years) will receive an additional one percent (1%), for a total of two percent (2%) pay increase to their base hourly pay rate.

Employees who have worked for the Employer for 31,200 base hours (fifteen (15) or more continuous years) will receive an additional half percent (.5%) for a total of two and a half percent (2.5%) pay increase to their base hourly pay rate.

Employees who have worked for the Employer for 41,600 base hours (twenty (20) or more continuous years) will receive an additional two and one-half percent (2.5%) for a total of five percent (5%) pay increase to their base hourly pay rate.

Employees will receive their base hourly pay rate increase effective the first full pay period following the completion of their corresponding anniversary. The anniversary date will be calculated from the date of hire as a full-time permanent employee. Time worked in Limited Service positions such as temporary, seasonal and non-permanent part-time positions and student internships, does not count towards the base hours required for longevity.

18.3 Night Shift Differential Pay:

Employees that work between the hours of 10:00 p.m. and 7:00 a.m., shall be paid an additional two dollars (\$2.00) per hour over their regular pay rate for all regularly scheduled and overtime hours worked. This night shift differential pay shall only apply to actual hours worked and shall not apply to any paid leave hours.

18.4 Bilingual Pay:

It is recognized that bilingual capability benefits the City and its residents to varying degrees, depending upon the classification held by the bilingual employee and may enhance a unit

member's ability to contribute to his or her position. As such, unit members who are able to demonstrate bilingual capacity in Spanish and English shall receive thirty dollars (\$30.00) per month, subject to a cap of no more than two (2) authorized bargaining unit bilingual employees per department. In order to qualify for bilingual pay, the employee must pass a City-approved language competency test. A written request for testing must be submitted to Human Resources during the month of April of each year, and testing shall be limited to one (1) time per year. If it is determined that the employee is fluent in Spanish and English, the employee will be paid the bilingual differential effective the month in which the employee successfully completes the testing.

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

ARTICLE NO. 19 GARNISHMENT ACTIONS

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

ARTICLE NO. 20 HOLIDAYS

- 20.1 Regular, full-time employees in established positions shall be entitled to take all the below designated holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday.
- 20.2 The holidays to be observed by the City are as follows:
- (1) January 1 (New Year's Day)
 - (2) Third Monday in January (Martin Luther King, Jr. Day)
 - (3) Third Monday in February (President's Day)
 - (4) Last Monday in May..... (Memorial Day)
 - (5) July 4 (Independence Day)
 - (6) First Monday in September (Labor Day)
 - (7) November 11 (Veterans Day)
 - (8) Fourth Thursday in November (Thanksgiving Day)
 - (9) Fourth Friday in November (Day after Thanksgiving)
 - (10) December 24..... (Christmas Eve)
 - (11) December 25..... (Christmas Day)
 - (12) December 31..... (New Year's Eve)
- 20.3 Employees must actually work a full shift the last scheduled work day before and the first scheduled work day after a City holiday to receive holiday pay, unless the employee is on approved paid leave. Any request for sick leave in conjunction with a City holiday must be supported by a doctor's certificate, if requested by the employee's supervisor.
- 20.4 If any of the listed holidays falls on a Saturday, the Friday preceding shall be celebrated as a holiday; if the holiday falls on a Sunday, the following Monday shall be celebrated as the holiday.
- 20.5 When a City holiday falls within a vacation period, the holiday time shall not be charged against an employee's accrued vacation.

- 20.6 Whenever a City holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours compensatory time.
- 20.7 When an employee is assigned to an alternative work schedule (i.e., 9/80 or 4/10 work schedule), he/she shall be entitled to take all the above designated holidays at full pay, not to exceed eight (8) hours for any one (1) day. If an employee is assigned to an alternative work schedule, and their regular work day is longer than eight (8) hours, that employee may, with management approval and if work is available, make up the additional hour(s) one (1) additional hour for a work schedule and two (2) additional hours for a 4/10 work schedule) for that holiday during the work week that included said holiday.

ARTICLE NO. 21 LEAVES

21.1 Vacation Leave:

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

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

21.1.1 Vacation Accrual:

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

21.1.2 Vacation Scheduling:

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

21.2 Sick Leave:

21.2.1 Accrual:

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

21.2.2 Usage:

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

- a) The employee's illness, injury, pregnancy, childbirth, or related medical condition incapacitates the employee from performance of duties.
- b) The employee's exposure to contagious disease that would jeopardize the health of others. When sick leave is granted under these circumstances, an explanatory medical certificate from a physician is required.

- c) A pre-scheduled or emergency medical or dental appointment, which has been approved by the employee's direct supervisor.
- d) The care of the employee's ill or injured immediate family member (as defined below) to a maximum of five and a half (5½) days per calendar year or as required by applicable law.

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

21.2.4 Procedures for Requesting and Approving Sick Leave:

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

21.2.5 Sick Leave Cash-Out:

Employees may cash out sick leave up to a maximum limit of their annual accrual of eighty-eight (88) hours per fiscal year. Employees shall maintain a minimum sick leave balance of eighty (80) hours after cash out. Sick Leave Cash-Out requests will be paid on the next scheduled pay date after the approved request has been received by the Administrative Services Department.

21.3 Bereavement Leave:

Employees shall be granted a leave of absence with full pay in the event of the death of an immediate family member (as defined above under Usage). The leave shall be for three (3) days that the employee is scheduled to work after the death of an immediate family member (including spouse, parent, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, grandparent-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any relation living with the employee) and shall be charged to the employee's sick leave balance unless there is an insufficient balance, in which case the leave shall be charged to the employee's vacation, compensatory time, personal, or holiday balance at the discretion of the employee. Upon request of the employee, and if circumstances warrant, the City Manager or his/her designee may grant an additional three (3) days, also charged to sick leave, vacation,

compensatory time, personal, or holiday balances as above.

21.4 Family And Medical Leave:

The Employer agrees to comply with applicable provisions of the Federal Family and Medical Leave Act and the California Family Rights Act, and in accordance therewith, has adopted a Family and Medical Leave Policy.

21.5 Personal Days:

The Employer will grant each represented employee a total of three (3) eight (8) hour personal days per year to be booked the pay period including July 1st each year. Employees must be employed on July 1 of the year to receive the personal days and must be on paid status.

21.6 Jury Duty:

The Union agrees to a two (2) week limit on salaries paid to employees while serving on Jury Duty with an exception clause should a trial last unexpectedly longer than two (2) weeks as addressed in the Human Resources Policies and Procedures Manual.

21.7 Military Leave:

The City recognizes the importance of allowing employees time off to serve in the U.S. Armed Forces. Military leave shall be granted in accordance with the provisions of state and federal law. An employee requesting leave for this purpose shall provide their department director/manager and Human Resources, whenever possible, with a copy of the military orders.

21.8 Leave Accrual Cash-out:

Employees are eligible to cash out their accrued leave banks including, but not limited to; Vacation, Personal and/or Holiday leave balances, at their current base rate, with the approval of the City Manager or his/her designee. The Leave Accrual Cash-Out requests can be up to the maximum amount of hours that the employee accrues in each of these leave banks, per fiscal year. The employee must retain a combined Vacation, Personal and Holiday leave balance of eighty (80) hours after cash-out. Leave Accrual Cash-Out requests shall be paid on the next scheduled pay date after the approved request has been received by the Administrative Services Department.

ARTICLE NO. 22 WORKER'S COMPENSATION

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

ARTICLE NO. 23 ASSIGNABILITY

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

ARTICLE NO. 24 SAVINGS CLAUSE

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


ARTICLE NO. 25 TERM

- 25.1 This Agreement, except where stated otherwise, shall be effective as of the 1st day of July, 2023, and shall remain in full force and effect through the 30th day of June 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement.
- 25.2 In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.


In witness whereof, the parties hereto have set their hands on those dates noted below.

FOR THE CITY OF BIG BEAR LAKE

FOR TEAMSTERS LOCAL 1932




Erik Sund
City Manager



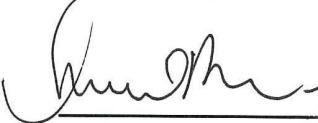
David Farugia
Business Agent




Erica Stephenson
Assistant City Manager



Ryan Masterpol
Union Steward



Rachel Bowman
Senior Human Resources/Risk
Management Analyst



James Berge
Union Steward

Exhibit A

TEAMSTERS LOCAL 1932 REPRESENTED CLASSIFICATIONS

Accounting Technician (Exclusive of Payroll)

Administrative Assistant

Administrative Clerk

Assistant Engineer

Assistant Planner

Building Inspector I/II

Code Compliance Officer I/II

Code Compliance Technician

Counter Technician

Facilities/Parks Maintenance Crew Leader

Facilities/Parks Maintenance Worker I/II

Mechanic I/II

Neighborhood Preservation Officer I/II

Office Assistant I/II

Permit Technician

Planning Technician

Senior Building Inspector

Senior Code Compliance Officer

Senior Crew Leader

Senior Plans Examiner

Senior Office Assistant

Senior Theatre Broadcast Technician

Street Maintenance Crew Leader

Street Maintenance Worker I/II/III

Theater Technician I/II

Wastewater Collection System Operator I/II/III

Wastewater Systems Crew Leader



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“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.