

Memorandum of Understanding

Between

The City of San Bernardino
Water Board

And

The International Brotherhood of Electrical Workers Local #47



July 1, 2023

through

June 30, 2028

TABLE OF CONTENTS

ARTICLE I – RECOGNITION	1
ARTICLE II – MANAGEMENT RIGHTS	2
ARTICLE III – SALARIES	3
3.1 SALARY SCHEDULE:	3
3.2 GENERAL PROVISIONS:	4
3.3 BILINGUAL PAY:	7
3.4 NOTARY PAY	7
3.5 OVERTIME COMPENSATION:	8
3.6 SHIFT DIFFERENTIAL:	9
3.7 HIGHER ACTING CLASSIFICATION PAY:	9
3.8 SALARY SURVEYS	9
3.9 ON-CALL COMPENSATION:	10
ARTICLE IV – HOURS	10
4.1 REGULAR DUTY HOURS:	10
4.2 DONNING AND DOFFING:	10
4.3 ASSIGNMENT OF OVERTIME:	11
4.4 ON-CALL PROVISION:	11
4.5 FATIGUE PAY:	12
ARTICLE V – LEAVE	14
5.1 HOLIDAY LEAVE:	14
5.2 SICK LEAVE:	17
5.3 PERSONAL LEAVE:	22
5.4 BEREAVEMENT LEAVE:	22
5.5 WORKERS' COMPENSATION LEAVE:	23

International Brotherhood of Electrical Workers Local 47

5.6	VACATION LEAVE:	23
5.7	LEAVE OF ABSENCE (NON-FMLA):	26
5.8	MILITARY DUTY:	27
5.9	TIME OFF FOR IBEW ACTIVITIES:	27
5.10	JURY DUTY:	28
5.11	LEAVE FOR CHILD RELATED ACTIVITIES:	29
5.12	LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING:	29
5.13	NON-PAY USAGE	30
5.14	TRANSFER OF BENEFIT HOURS	30
5.15	UNIT MEMBER EVALUATIONS:	31
ARTICLE VI – BENEFITS		31
6.1	CERTIFICATION AND EXAMINATION:	31
	<i>A. Certificates:</i>	<i>31</i>
	<i>B. Certification Examinations:</i>	<i>32</i>
6.2	GROUP INSURANCE PLANS:	32
6.3	RETIREMENT HEALTH COVERAGE:	36
	<i>A. Unit members hired prior to July 1, 2019:</i>	<i>36</i>
	<i>B. Unit members hired on or after July 1, 2019:</i>	<i>38</i>
6.4	MILEAGE ALLOWANCE:	38
6.5	UNIFORMS:	38
6.6	LONG TERM DISABILITY (LTD):	38
6.7	SHORT-TERM DISABILITY INSURANCE:	39
6.8	LIFE INSURANCE:	39
6.9	ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:	39
6.9	PERSONAL SAFETY ITEMS:	39
	<i>A. Safety Shoes:</i>	<i>39</i>
	<i>B. Prescription Safety Glasses or Computer Glasses:</i>	<i>40</i>
6.10	EDUCATION TUITION ASSISTANCE:	41

6.10.1 Purposes.....	41
6.10.2 Eligibility.....	41
6.10.3 Reimbursement	42
6.10.4 Procedures.....	43
6.11 PUBLIC EMPLOYEES' RETIREMENT SYSTEM:	44
1. Classic CalPERS Members:	44
2. PEPPRA Members:	44
3. Classic Member Cost Sharing	44
4. PEPPRA Member Cost Sharing	46
CalPERS 2023 Annual Compensation Limits for Classic and New Members:	47
6.12 OVERAGES AND SHORTAGES:	47
6.13 CHILD CARE TAX INCENTIVE PROGRAM:	48
6.14 FLEXIBLE SPENDING ACCOUNT (FSA):	48
6.15 DEFERRED COMPENSATION:	48
6.16 TEMPORARY TELECOMMUTING ASSIGNMENT EXPENSE REIMBURSEMENT	48
6.17 SEPARATION:	49
ARTICLE VII - GRIEVANCE PROCEDURE.....	49
7.1 GRIEVANCE:	49
7.2 GRIEVANT:	50
7.3 REPRESENTATIVES:	50
7.4 DAYS:	50
7.5 TIME LIMITATION AND WAIVER:.....	50
7.6 FAILURE BY THE DEPARTMENT'S REPRESENTATIVE TO ISSUE A DECISION:.....	50
7.7 PROCESS:.....	51
A. STEP 1:	51
B. STEP 2:	51
C. STEP 3:	51
D. STEP 4A:.....	52

E. STEP 4B:.....	52
7.8 HEARING PROCEDURE:	52
7.9 FINAL DECISION:	52
ARTICLE VIII – REDUCTION IN FORCE.....	53
ARTICLE IX – DRUG AND ALCOHOL TESTING.....	53
ARTICLE X – DUES DEDUCTION.....	54
10.1 DEDUCTION:.....	54
10.2 DISPUTES:.....	54
ARTICLE XI – DISCRIMINATION.....	54
11.1 NO DISCRIMINATION:.....	54
11.2 NOT SUBJECT TO GRIEVANCE:	55
11.3 USE OF MASCULINE FORM OF THE WORD:.....	55
ARTICLE XII – LABOR MANAGEMENT COMMITTEE.....	55
A. PURPOSE.....	55
B. CONDUCT OF MEETINGS	56
ARTICLE XIII – NO WORK STOPPAGE CLAUSE.....	56
ARTICLE XIV – FULL UNDERSTANDING, MODIFICATION, WAIVER.....	57
ARTICLE XV – OBLIGATION TO SUPPORT.....	58
ARTICLE XVI – SAVINGS CLAUSE.....	58
EXHIBIT A, 3.1 SALARY SCHEDULE.....	A
EXHIBIT B – GRIEVANCE FORM.....	B

1 **MEMORANDUM OF UNDERSTANDING**

2

3 This Memorandum of Understanding (MOU) is entered into between

4 the City of San Bernardino Water Board (Board) through the City of

5 San Bernardino Municipal Water Department (Department) and the

6 International Brotherhood of Electrical Workers Local #47 (IBEW),

7 pursuant to the provisions of Government Code Section 3500 et. seq.

8 (the Meyers-Miliias-Brown Act). This MOU shall be effective July 1,

9 2023, upon execution by the Department and the IBEW and shall remain

10 in effect through June 30, 2028. After that five (5) year period,

11 the MOU may be extended, modified, amended or terminated upon mutual

12 agreement by the parties.

13 All provisions that pre-existed this new MOU shall continue in

14 effect with no change to effective date, unless otherwise stated in

15 the specific provision. Any provision not listed above, and

16 negotiated in this MOU, shall become effective with the adoption of

17 the resolution by the Water Board.

18

19 ARTICLE I - RECOGNITION

20 The Department acknowledges that IBEW has exclusive rights for

21 the purposes of meeting and conferring on all matters pertaining to

22 wages, hours, and other terms and conditions of employment

23 applicable to all full-time regular unit members (employees), as

24 defined in Section 2.0(E) of the San Bernardino Water Board

25 Employer-Employee Relations Policy of the Department, excluding

26 Executive, Mid-Management, and Confidential employees.

27 / / / / /

28 / / / / /

International Brotherhood of Electrical Workers Local #47

-1-

July 1, 2023

1 subject to meet and confer obligations as determined by existing
2 law;

3 L. To expand or diminish services;

4 M. To subcontract any work or operations, subject to meet
5 and confer obligations as determined by existing laws;

6 N. To determine the size and composition of the work force
7 and determine work assignments;

8 O. To establish and change work schedules and assignments;

9 P. To establish the days and hours when unit members shall
10 work;

11 Q. To establish reasonable work and safety rules and
12 regulations in order to maintain efficiency and economy desirable in
13 the performance of Department services;

14 R. To hire, promote, demote, transfer, terminate and
15 classify unit members within the Department;

16 2.2 The exercise of the foregoing powers, rights, authority,
17 duties, or responsibilities by the Department, the adoption of
18 policies, rules, regulations and practices in furtherance thereof,
19 and the use of judgment and discretion in connection therewith,
20 shall be limited only by the specific and express terms of this MOU,
21 and then only to the extent such specific and express terms are in
22 conformance with the law.

23 24 ARTICLE III - SALARIES

25 3.1 Salary Schedule:

26 The salary schedule applicable to unit members effective July
27 1, 2023, reflects an adjustment, and unit members will receive a pay
28 adjustment, of 6%, and is included as Exhibit A and shall be used

International Brotherhood of Electrical Workers Local #47

-3-

July 1, 2023

1 for the purpose of assigning range and salary from that date to June
2 30, 2024.

3 The salary ranges applicable to unit members shall be adjusted,
4 and unit members will receive a pay adjustment, to reflect the
5 January CPI with a minimum of 2.5% and a maximum of 4% effective
6 July 1, 2024, July 1, 2025, July 1, 2026, and July 1, 2027.

7 CPI shall be the percentage change published by the U.S. Bureau
8 of Labor Statistics, All Items Indexes, Riverside-San Bernardino-
9 Ontario, CA, Urban Wage Earners and Clerical Workers (CPI-W), for
10 the twelve (12) month period ending January of the current year.

11 3.2 General Provisions:

12 A. All new unit members shall be placed at a minimum of
13 the bottom salary of the appropriate salary range of the "General
14 Employees' Salary Schedule" and shall be subject to a minimum twelve
15 (12) month probationary period beginning on the first day of
16 employment.

17 B. On the first working day following the successful
18 completion of the probationary period, the unit member shall receive
19 an increase based on the performance evaluation overall rating, per
20 the percentages below, provided that the top of the range is not
21 exceeded. This date shall be established as the unit member's
22 "Anniversary Date".

23 Outstanding - 6%

24 Exceeds - 4%

25 Meets - 3%

26 Needs Improvement - no increase

27 Unsatisfactory - no increase

28 Upon completion of each subsequent one (1) year period the unit
International Brotherhood of Electrical Workers Local #47 -4-

July 1, 2023

1 member will receive an increase on the established Anniversary Date,
2 provided that the overall performance evaluation rating is meets
3 standards or above and the top of the range is not exceeded, per the
4 percentages above. The General Manager, or designee, approves all
5 overall ratings of exceeds and/or outstanding.

6 Unit members who are topped out (at the top of their salary
7 range) and receive an overall rating of exceeds or outstanding on
8 their annual evaluation will receive a one-time performance
9 incentive per the percentages below. Unit members must re-qualify
10 each year (be topped out in their range and receive an overall
11 exceeds or outstanding rating on their annual evaluation). This is a
12 one-time payout that does not change salary ranges or the employee's
13 pay rate and is taxable. The General Manager, or designee, approves
14 all performance incentives prior to payout.

15 Outstanding - 6%

16 Exceeds - 4%

17 C. Unit member evaluations shall be conducted within
18 thirty (30) days prior to the Anniversary Date or the date specified
19 by the supervisor for a special reevaluation. All merit increases
20 shall be effective on the "Anniversary Date". In the event that an
21 employee does not receive an evaluation on his/her "Anniversary
22 Date", the employee will receive an increase of the percentage for
23 an overall meets standards rating (3%), provided that the top of the
24 range is not exceeded. Once the evaluation is received, and if the
25 overall rating is exceeds or outstanding, the employee will receive
26 the remainder of the increase based on the percentages herein
27 retroactive to his/her "Anniversary Date", provided that the top of
28 the range is not exceeded. An employee who receives an overall

1 rating of needs improvement or unsatisfactory shall be placed on
2 quarterly special evaluations and will not be eligible for an
3 increase until the next annual evaluation.

4 D. The assignment or reassignment of range and salary
5 classifications within the applicable Salary Schedule resulting from
6 appointments, reclassifications, or demotions, shall be at the
7 discretion of, and subject to approval by, the Department.

8 E. The assignment or reassignment of range and step
9 classifications within the applicable Salary Schedule resulting from
10 promotions shall be at least the entry rate of the new salary range
11 or approximately a 5% salary increase, whichever is greater,
12 provided that the unit member has not advanced above the top step of
13 the higher base salary range. At the discretion of the General
14 Manager, or designee, a unit member may be placed anywhere within
15 the higher salary range.

16 F. A unit member being placed in a new classification
17 (promotions or demotions) shall be subject to a six (6) month
18 probationary period beginning the first day in the newly assigned
19 classification. In the event of successful completion of the
20 probationary period, the first day following the completion of the
21 probationary period shall be established as the unit member's new
22 "Anniversary Date". In the event of an unsuccessful completion of
23 the probationary period, the unit member shall then be returned to
24 the range and step previously occupied, but only if the previous
25 position is at an equal or lower classification, and shall not be
26 subject to a probationary period, and the "Anniversary Date" shall
27 remain as it was prior to the promotion. Promotions, demotions, or
28 voluntary demotions shall be approved in accordance with Rule 6 of

1 the Personnel Rules.

2 3.3 Bilingual Pay:

3 A. Unit members who are in customer service-oriented
4 positions and who meet the certification requirements as developed
5 by Human Resources are eligible to receive bilingual pay of one
6 dollar (\$1.00) added to their hourly rate. Hourly rate is to be
7 calculated excluding shift differential, on-call pay, or any other
8 additional compensation.

9 B. The Director will recommend the job classification(s)
10 that may be administered the bilingual test and receive bilingual
11 pay, if certified. The General Manager or designee will approve all
12 requests.

13 C. Bilingual pay is dependent on the position/assignment
14 and the necessity to use this skill on a daily/hourly basis.
15 Promotions/demotions/transfers to positions that do not require
16 bilingual skills on a daily/hourly basis will result in the loss of
17 bilingual pay effective the date of the change in
18 position/assignment.

19 3.4 Notary Pay

20 Unit members approved to perform notary services for the
21 Department are eligible to receive \$10 per document notarized. The
22 employee must submit documentation of the number of documents
23 notarized as prescribed by the Department each pay period.

24 Notary pay is dependent on the position/assignment and the
25 necessity to perform this service on a frequent basis.
26 Promotions/demotions/transfers to positions that do not require
27 notary duties on a frequent basis will result in the loss of
28 eligibility for notary pay effective the date of the change in

1 position/assignment.

2 3.5 Overtime Compensation:

3 A. A unit member who works more than forty (40) hours in
4 any one workweek will be paid in accordance with the Fair Labor
5 Standards Act at 1.5 times their regular rate of pay. The first
6 forty (40) hours of work will be paid at the straight time hourly
7 rate irrespective of hours worked in any one day. A work week
8 consists of seven (7) consecutive twenty-four (24) hour periods
9 beginning with the first scheduled day of work and, therefore, may
10 not coincide with the "payroll week". For example, a unit member
11 scheduled to work Tuesday through Saturday would have a work week of
12 Tuesday to Monday.

13 B. Regardless of whether the unit member is on an excused
14 time off with pay status, hours not worked shall not count toward
15 the forty (40) hours in any one workweek. Hours not worked include
16 sick leave, leave of absence, bereavement leave, leave taken under
17 the Family Medical Leave Act, Pregnancy Disability Leave, or the
18 California Family Rights Act, personal leave charged to vacation,
19 Leave for Child Related Activities, Leave for Victims of Domestic
20 Violence, Sexual Assault, or Stalking, and IBEW activities.

21 C. A unit member who works more than forty (40) hours in
22 any one workweek has the option to request compensation time in lieu
23 of being paid, subject to the approval of the Division Director.
24 Compensation time will accrue at the rate equivalent to the unit
25 member's FLSA overtime rate. The unit member can maintain a maximum
26 balance of forty (40) hours compensation time at any one time.
27 Compensation time must be taken within six (6) months of being
28 earned. Any unused balance in the compensation time bank will be

1 paid out in the last payroll period of the fiscal year.

2 D. Posted schedules may permit workdays in excess of eight
3 (8) hours.

4 3.6 Shift Differential:

5 Unit members who are required to work swing or graveyard shifts
6 will be paid a shift differential at the following rates:

7 Swing Shift \$2.00 Per Hour

8 Graveyard Shift \$2.25 Per Hour

9 These rates will be paid in addition to regular hourly rates,
10 provided that a unit member is physically at work at least four (4)
11 hours of the assigned shift.

12 3.7 Higher Acting Classification Pay:

13 A. Upon written approval by the General Manager, a
14 Division Director may assign or reassign a qualified unit member to
15 discharge the duties of a higher classification when a position is
16 vacant due to termination, resignation, or retirement while the
17 position is actively in recruitment as specified in Policy 31.130 -
18 Higher Acting Classification.

19 B. The Department will not circumvent the intent of this
20 article or the Personnel Rules in administering higher acting pay.

21 3.8 Salary Surveys

22 The Department will conduct a salary survey of one-half (1/2)
23 of unit member classifications in fiscal year 25/26 with results
24 implemented July 1, 2026, and the other one-half (1/2) of unit
25 member classifications in fiscal year 26/27 with results implemented
26 July 1, 2027. Salary surveys will be conducted per Policy 31.160 -
27 Classification/Compensation Plan Maintenance.

28 / / / / /

1 3.9 On-Call Compensation:

2 See Section 4.4

3
4 ARTICLE IV - HOURS

5 4.1 Regular Duty Hours:

6 The regular workweek for full-time unit members shall be forty
7 (40) hours per week and consists of seven (7) consecutive twenty-
8 four (24) hour periods beginning with the first scheduled day of
9 work and, therefore, may not coincide with the "payroll week".

10 4.2 Donning and Doffing:

11 Unit members will perform their duties as assigned by the
12 Department during their hours of work. Performance of duties does
13 not include donning and doffing, i.e. changing clothing, showering,
14 or other personal cleanup activities at the beginning of or prior to
15 the conclusion of the work shift, or other activities which are not
16 assigned by the Department, with the exception of the Water
17 Reclamation Plant Mechanic Series as indicated below, or in
18 situations where a supervisor determines that a shower and/or a
19 change of uniform is necessary for the health or safety of the unit
20 member. Unit members in the Water Reclamation Plant Mechanic series
21 have the opportunity to perform personal clean-up such as showering
22 and changing clothes after their shift has ended or during the last
23 10 minutes of their shift. This is a benefit provided for the
24 employee's convenience only; therefore, personal clean-up time will
25 not be eligible for overtime. Any unit member who feels the need to
26 perform personal clean-up during their shift for safety reasons
27 should do so immediately, upon supervisor approval.

28 / / / / /

1 4.3 Assignment of Overtime:

2 The Department reserves the right to assign duty hours beyond
3 the regular workweek according to operational needs (see Section
4 3.5). The selection of unit members to perform overtime duties
5 shall be made by the use of an evergreen list to be developed in
6 conjunction with management and Division Directors and Supervisors.

7 4.4 On-Call Provision:

8 A. In order to ensure the continuance of Department
9 operations and services during non-working hours, a roster of on-
10 call unit members for emergency service will be maintained on a
11 regularly scheduled basis. Any eligible and qualified unit member
12 will be considered for on-call duty.

13 B. For the purpose of this article, "on-call" is defined
14 as being available for contact by telephone and being capable of
15 responding to a service call as soon as practicable, but not to
16 exceed ten (10) minutes, and reporting to the service location or
17 worksite (as appropriate) within one (1) hour, or as soon as
18 practicable, after returning the phone call. A unit member may be
19 given a designated time of more than one (1) hour to respond if
20 deemed appropriate by the General Manager or designee. An on-call
21 period will commence at the beginning of the first day of the unit
22 member's recognized work week and daily schedule. Employees assigned
23 to on-call duty must be reachable and available to respond. A unit
24 member who fails to respond to a call while assigned on-call duty
25 may be subject to disciplinary action. Eligible and qualified unit
26 members will be compensated at fourteen (14) hours at their regular
27 hourly rate for each on-call period of duty.

28 C. When a unit member is required to physically respond to
International Brotherhood of Electrical Workers Local #47 -11-

1 a valid service call, he/she will be compensated at his/her regular
2 overtime hourly rate, commencing from the time that the call was
3 received and ending at the time of return to his/her place of
4 residence.

5 D. Unit members who perform on-call duty and are required
6 to take a laptop home and/or field phone calls that do not result in
7 reporting to the location or the worksite will receive two (2) hours
8 of "laptop/phone response pay" at their regular rate of pay.

9 E. When a unit member, with the exception of "on-call"
10 duty personnel set forth in "B." above, is required to respond to a
11 valid service call, he will be compensated at his regular overtime
12 rate as set forth in Section 3.5. The "time worked", shall commence
13 from the time that the unit member receives the call and end at the
14 time of return to his place of residence, except that in no case
15 shall the unit member be paid for less than two (2) hours.

16 4.5 Fatigue Pay:

17 A unit member who works in excess of sixteen (16) hours (not
18 including meal breaks) in a twenty-four (24) hour period, starting
19 with the beginning of the unit member's work shift, shall receive no
20 less than eight (8) hours off duty rest time before reporting back
21 to work.

22 On a case-by-case basis, and with Director approval, a unit
23 member who is required to work on a day off, or receives multiple
24 calls outside of their normal work shift in any one day/night, and
25 therefore is not able to get adequate off duty rest time, but does
26 not work sixteen (16) hours in a twenty-four (24) hour period, may
27 receive an appropriate amount of off duty rest time before reporting
28 back to work for their normal scheduled shift.

1 Should the appropriate rest period overlap into the unit
2 member's normal shift time, the supervisor and/or Director, as
3 appropriate, after consulting with the unit member prior to the end
4 of the shift, shall have the following options:

5 a. Pay the unit member "Fatigue Pay" for the time off to rest
6 between the start of the unit member's next shift and the
7 time the unit member actually begins work after having
8 appropriate hours of off duty rest time based on the
9 situation. The combination of fatigue time and work time
10 shall not equal greater than the unit member's normal shift
11 of 8, 9, or 10 hours.

12 b. Adjust the unit member's next regular shift to provide for
13 the appropriate hours of off duty rest time based on the
14 situation, but the adjustment shall not extend more than four
15 (4) hours past the end of the unit member's regular shift.

16 Unit members are responsible for personally notifying their
17 supervisor in advance of any time off pursuant to this provision.

18 Unit members will be paid overtime for any hours worked over
19 their normal schedule in these situations, excluding meal breaks.
20 In other words, if the unit member's regular schedule is ten (10
21 hours per day but he/she works seventeen (17) hours and is granted
22 fatigue pay or works an adjusted shift the next day, the unit member
23 will receive overtime pay for the seven (7) hours worked over their
24 normal scheduled hours even if the unit member records forty (40)
25 hours or less of time considered hours worked in the workweek
26 containing the excessive shift.

27 / / / / /

28 / / / / /

1 ARTICLE V - LEAVE

2 5.1 Holiday Leave:

3 A. Any unit member required to work on a holiday or a day
4 designated as a holiday (with the exception of Christmas Day,
5 Thanksgiving Day, July 4th and New Year's Day), as part of the unit
6 member's regularly assigned work period, shall receive payment
7 either for the designated holiday or for the designated holiday at
8 their regular hourly rate of pay, plus payment at their regular
9 hourly rate of pay for all or any portion of the designated holiday
10 actually worked. The unit member may elect to receive payment at
11 his/her regular hourly rate of pay for all or any portion of the
12 designated holiday actually worked, and must schedule, according to
13 seniority, within the next pay period, a day off at his/her regular
14 hourly rate of pay. This schedule must meet the approval of the
15 unit member's supervisor.

16 B. A unit member required to be physically at work as a
17 part of the regularly assigned work period on the actual holidays or
18 the day(s) designated as Thanksgiving, Christmas, July 4th or New
19 Year's Day, shall receive either holiday pay at their regular hourly
20 rate of pay or holiday pay at their regular hourly rate of pay plus
21 time and one-half of their regular hourly rate of pay for all or any
22 portion of the actual holiday or the designated holiday actually
23 worked, inclusive of shift differentials. The unit member may elect
24 to receive payment at time and one-half of their regular hourly rate
25 of pay for all or any portion of the actual holiday or designated
26 holiday actually worked and must schedule, according to seniority
27 and within the next pay period, a day off at their regular hourly
28 rate of pay. This schedule must meet with the approval of the unit

1 member's supervisor. In the event that a single unit member works
2 both the actual holiday and the designated holiday as a part of the
3 regularly assigned work period, the unit member shall only have the
4 option to elect payment at time and one-half of their regular hourly
5 rate of pay for all or any portion of the actual holiday worked.

6 C. A unit member on a non-pay status the day before a
7 designated holiday or the day after a designated holiday will not be
8 entitled to holiday compensation.

9 D. If the Department closes operations on a unit member's
10 scheduled workday and the unit member is precluded by the Department
11 from reporting to work, thereby causing the unit member to be in a
12 non-pay status the day prior to or the day after a designated
13 holiday, the unit member shall be entitled to holiday pay for the
14 day so designated.

15 E. If a designated holiday falls on a unit member's
16 scheduled 9/80 or 4/10 day off, the unit member's holiday bank will
17 be credited with eight (8) hours for each designated holiday that
18 falls on the unit member's 9/80 or 4/10 day off.

19 F. These are Department designated holidays:

20	Independence Day	July 4 th
21	Labor Day	First Monday in September
22	Veteran's Day	November 11 th
23	Thanksgiving Day	Fourth Thursday in November
24	Day after Thanksgiving	Fourth Friday in November
25	Christmas Eve	December 24 th
26	Christmas Day	December 25 th
27	New Year's Eve	December 31 st
28	New Year's Day	January 1 st

Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th

If Christmas Day falls on a Monday, Christmas Day and Christmas Eve will be observed on Monday and Tuesday. If New Year's Day falls on a Monday, New Year's Day and New Year's Eve will be observed on Monday and Tuesday.

If Christmas Day falls on a Saturday, Christmas Day and Christmas Eve holidays will be observed on Thursday and Friday. If New Year's Day falls on a Saturday, New Year's Eve and New Year's Day holidays will be observed on Thursday and Friday.

If a designated holiday falls on a Sunday, it will be observed on the following Monday. With the exception of Christmas Day and New Year's Day as stated above, if a designated holiday falls on a Saturday, it will be observed on the preceding Friday.

G. Each unit member will have a holiday bank. At the beginning of the Department's fiscal year, which is currently July 1, each unit member will be credited with twenty-seven (27) hours of holiday leave (referred to as Floating Holiday). In addition to these hours, the unit member will be paid for eight (8) hours for each designated holiday. A unit member may also add in hours accumulated pursuant to Sections 5.1 (B) and (E) and any vacation earned through the sick leave bonus (Section 5.2(M)).

H. Each unit member may carry over a maximum of eighteen (18) hours from one fiscal year to the next.

I. Holiday accruals up to a maximum of eighteen (18) hours are eligible for cash out on termination of employment or

International Brotherhood of Electrical Workers Local #47 -16-

1 retirement.

2 J. Holiday leave may be taken with the unit member's
3 supervisor's approval.

4 K. The Department reserves the right to assign work on any
5 of the holidays designated above, provided that any unit member
6 required to work on a holiday shall be paid in accordance with the
7 terms of this MOU.

8 L. A unit member may take holiday leave in increments of
9 fifteen (15) minutes.

10 5.2 Sick Leave:

11 A. Sick leave is defined as and leave will be granted for
12 the following reasons: The illness or injury, medical or dental
13 appointments, physical therapy appointments, and any other
14 medically-related treatment supported by documentation of the
15 necessity for treatment, subject to CA Labor Code 233 provisions of
16 a unit member, child (natural, step-, grand, foster or in loco
17 parentis), spouse or domestic partner, parent (natural, step-,
18 grand, foster, in-law, or in loco parentis), sibling (natural or
19 step), designated person (a designated person is defined as any
20 individual related by blood or whose association with the employee
21 is the equivalent of a family relationship. An employee is limited
22 to one designated person in a 12-month period and shall identify the
23 designated person at the time the employee requests paid sick
24 leave); a unit member's injury resulting from domestic violence,
25 sexual assault, or stalking or to obtain psychological counseling,
26 obtain services from a domestic violence shelter, program, or rape
27 crisis center, to participate in safety planning or take other
28 actions to increase safety related to an experience of domestic

1 violence, sexual assault, or stalking, with appropriate
2 documentation; and in conjunction with bereavement leave as
3 specified in 5.4.

4 B. Leave that places the unit member in Family Medical
5 Leave Act (FMLA), Pregnancy Disability Leave (PDL), or California
6 Family Rights Act (CFRA) status will be administered in accordance
7 with those laws and the Department's policy.

8 C. On completion of 90 days of continuous, full-time
9 employment, a unit member will be credited with sick leave accrued
10 at a rate of 3.69 hours per pay period.

11 D. If a unit member remains in a non-pay status for fifty
12 percent (50%) or more of the total normal work hours in the pay
13 period, sick leave credit will not be earned for the entire pay
14 period. Otherwise, a unit member who is compelled to be absent from
15 work due to illness or injury shall be entitled to receive full
16 compensation for all hours of accrued sick leave used.

17 E. Authorized vacation, sick leave, holidays, FMLA time,
18 the duration of a compensated disability leave resulting from a
19 work-related injury or other compensated time off shall be
20 considered as time worked for the purpose of computing accrued sick
21 leave. Unit members shall not accrue sick leave during the period
22 of an authorized leave of absence without pay (Section 5.7).

23 F. Sick leave under this Article taken on account of a
24 child, spouse or domestic partner, designated person, or parent is
25 limited to a cumulative total of eighty (80) hours per calendar
26 year.

27 G. Sick leave under this Article taken on account of a
28 sibling in a calendar year is limited to one-half of the employee's

1 annual accrual (48 hours).

2 H. In order to receive sick leave compensation, the unit
3 member must notify his supervisor prior to or within thirty (30)
4 minutes after the time set for the beginning of a workday. In case
5 of an accident or emergency, the unit member or his representative
6 should contact the immediate supervisor at the earliest possible
7 time and explain the circumstances requiring the unit member's
8 absence.

9 I. For medical or dental appointments, the unit member
10 will enter a time off request in the timekeeping system for approval
11 in order to make every attempt to provide the maximum amount of
12 advance notice of the appointment possible. The Department reserves
13 the right to request substantiation of any appointment, subject to
14 CA Labor Code 233 provisions.

15 J. Where there is reason to believe that a unit member has
16 abused any paid leave; the Department may require that the unit
17 member submit a doctor's certificate, affidavit, or other
18 documentation on forms prescribed by the Department, as
19 substantiation of the absence, subject to CA Labor Code 233
20 provisions. A failure to provide the required documentation will
21 result in the deduction of salary for the days of absence and may
22 result in disciplinary action.

23 K. Sick leave abuse will be a subjective assessment made
24 by the unit member's supervisor based on excessive sick leave usage
25 and/or usage in conjunction with holidays, days off, weekends, or
26 9/80 or 4/10 days or failure to provide requested documentation to
27 substantiate an absence, subject to CA Labor Code 233 provisions.
28 Other than sick leave abuse, no reference will be made to, or

1 penalty assessed against, a unit member who uses sick leave,
2 including unit member evaluations.

3 L. After a unit member completes one (1) year of regular
4 employment and if the unit member uses twenty-seven (27) hours of
5 sick leave or less in any fiscal year, the unit member will be
6 credited with eight (8) hours to his vacation bank. This section
7 will be administered at the end of the Department's fiscal year.

8 M. Unit members who have used forty (40) hours or less of
9 sick leave in the previous twenty-six (26) pay periods may be
10 eligible to "sell back" up to forty (40) hours of accrued sick leave
11 each thirteen (13) pay periods, provided that the unit member
12 maintains a minimum balance of at least one hundred-sixty (160)
13 hours in their sick leave bank after the "sell back" and submits the
14 appropriate request form to Payroll. Once a payout of sick leave
15 sellback is made, the unit member must wait at least thirteen (13)
16 pay periods to make another request. Sick leave hours cashed out
17 will not count toward the twenty-seven (27) hour limit for purposes
18 of the eight (8) hour vacation bonus (refer Section 5.2 L).

19 N. The Department agrees that on resignation of a unit
20 member with five (5) years of service and a minimum of four hundred
21 eighty (480) hours of accrued sick leave, twenty-five percent (25%)
22 of accrued sick leave will be paid to the unit member. No accrued
23 sick leave will be paid to a unit member terminated by the
24 Department or whose resignation is accepted with prejudice.
25 Resignation with prejudice shall be defined as a unit member who
26 resigns to avoid imminent termination.

27 O. The Department agrees that on retirement with a minimum
28 of fifteen (15) years of service at age fifty-five (55) or older or

1 death of a unit member, fifty percent (50%) of accrued sick leave
2 will be paid to the unit member or the unit member's beneficiary.
3 Payment for unused sick leave shall be made, provided that in no
4 event shall such compensation exceed one hundred and forty-four
5 (144) working days of such leave.

6 P. Sick leave may be used in increments of fifteen (15)
7 minutes.

8 Q. Sick leave may be used to supplement designated and
9 floating holiday leave. Sick leave used as holiday supplement will
10 not be counted in the twenty-seven (27) hours (refer to Section
11 5.2M) for the purpose of obtaining the eight (8) hour vacation leave
12 bonus or in the forty (40) hours for the voluntary sick leave sell-
13 back program (refer to Section 5.2M).

14 R. All unit members who have accrued sick leave balances
15 of 520 hours or more on June 30 will be required to participate in a
16 mandatory sick leave sell-back program and will receive a payout of
17 five (5) hours of sick leave at their current rate of pay per pay
18 period.

19 Sick leave hours paid out under this mandatory sick leave sell-
20 back program will not count toward the twenty-seven (27) hour limit
21 for purposes of the eight (8) hour vacation bonus (refer to Section
22 5.2M) or the forty (40) hour requirement for the voluntary sick
23 leave sell-back program (refer to Section 5.2L).

24 The Department agrees in principle, if administratively
25 feasible, to offer a Retiree Health Reimbursement Account (RHRA) or
26 equivalent to transfer sell-back or cash out sick hours into an
27 account with purpose and intent to supplement retiree health
28 premiums and health expenses.

1 5.3 Personal Leave:

2 A unit member may request leave chargeable against sick or
3 vacation leave for the purpose of attending personal business which
4 cannot be transacted during non-duty hours. Such leave must be
5 approved in advance by the unit member's supervisor and shall not
6 accumulate from fiscal year to fiscal year. Fiscal year is currently
7 defined as July 1 to June 30. Unit members have twenty-four (24)
8 hours of personal leave which can all be charged to vacation or up
9 to sixteen (16) hours chargeable to sick leave, usable in fifteen
10 (15) minute increments.

11 5.4 Bereavement Leave:

12 Upon request, a unit member who has been employed at least
13 thirty (30) days before bereavement leave is to commence is entitled
14 to take up to five (5) days of bereavement leave for the death of a
15 covered family member, a miscarriage (including the spouse or
16 partner of the person who miscarried). A covered family member is
17 defined as: spouse, domestic partner, son, daughter, grandmother,
18 grandfather, grandchildren, mother, father, sister, brother,
19 stepfather, stepmother, stepson, stepdaughter, mother-in-law,
20 father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-
21 in-law and step-in-laws, grandparents, and grandparents-in-law.
22 Additional days for bereavement may be used and charged to the unit
23 member's sick, vacation, or holiday leave banks.

24 Bereavement leave does not need to be taken consecutively and
25 must be completed within three (3) months of the date of death or
26 miscarriage. The Department may request substantiating
27 documentation, such as death certificate, obituary, funeral service
28 notice, etc.

1 5.5 Workers' Compensation Leave:

2 A. If a unit member sustains an injury during the course
3 of his work performance which results in that unit member's absence
4 from work, compensation shall be provided in accordance with the
5 Worker's Compensation Insurance and Safety Act of California.

6 B. During the first twenty-five (25) calendar days of the
7 unit member's disability or injury under workers' compensation, he
8 shall receive one hundred percent (100%) of his regular base salary.
9 If the unit member has not returned to work by the twenty-sixth
10 (26th) day following the date of injury, disability compensation will
11 be implemented. Upon the unit member's request, accrued sick and/or
12 vacation leave, in that order, may be utilized to supplement the
13 workers' compensation temporary disability benefits to the extent
14 that total compensation received will equal the amount of the unit
15 member's regular salary. Utilization of accrued sick or vacation
16 leave for supplemental payment will cease with the termination of
17 workers' compensation temporary disability benefits or when the unit
18 member's accrued sick and vacation leave has been exhausted.

19 5.6 Vacation Leave:

20 A. After one (1) year of continuous employment with the
21 Department, unit members may take vacation leave according to
22 seniority and with the prior approval of the unit member's
23 supervisor. Unit members shall accumulate vacation leave in
24 accordance with the following schedule:

25 / / / / /

26 / / / / /

27 / / / / /

28 / / / / /

VACATION SCHEDULE

UPON	HOURS	BIWEEKLY	MAXIMUM
COMPLETION	PER YEAR	ACCRUAL	ACCRUAL (b)
OF YEARS		RATE (HOURS)	LIMIT (HOURS)
1 - 4	80	3.08	240
5 - 10	120	4.62	360
11	128	4.92	384
12	136	5.23	408
13	144	5.54	432
14	152	5.85	456
15 - 19 (a)	160	6.15	480
20+	200	7.69	600

B. Unit members hired on or after April 5, 1992, shall accrue a maximum of one hundred sixty (160) hours per year [see Vacation Schedule (a)].

C. Vacation accrual may not accumulate beyond a maximum of three (3) years [see Vacation Schedule (b)]. Any vacation taken during any one (1) year may be the maximum of two (2) years' accrual, and may not be taken jointly with the vacation of the preceding or subsequent years. A period of at least three (3) months must elapse between the expiration of the accrued, combined vacations and any subsequent vacation. The assignment and/or requests for vacation will be subject to the approval of the Division Director or designee and based on seniority.

D. Unit members shall have the option of receiving payment at their regular rate of pay for up to eighty (80) hours of their vacation time in a six (6) month period, provided that they maintain at least eighty (80) hours of vacation accrual after the sell back and have taken at least forty (40) hours of vacation in the previous twelve (12) months. The required forty (40) hours do not have to be consecutive. Vacation leave used to supplement holiday pay and/or

1 vacation leave donated under the Transfer of Benefit Hours policy
2 will not count toward the required forty (40) hours.

3 E. When a unit member leaves the service of the
4 Department, and has not used earned vacation, the unit member will
5 be paid for any accrued, unused vacation accumulated up to the date
6 of termination or resignation. In all cases, payment for vacation
7 will be calculated based on the unit member's base salary, with no
8 incentive pay or shift differential included in the calculation.

9 F. If a unit member remains on a non-pay status for fifty
10 percent (50%) or more of the total normal work hours in the pay
11 period, vacation credit will not be earned for the entire pay
12 period. Authorized vacation, sick, holidays, or other compensated
13 time off shall be considered as time worked for the purpose of
14 computing accrued vacation. Unit members will not accrue vacation
15 leave during the period of an authorized leave of absence without
16 pay, for the duration of unpaid leave taken under FMLA, PDL and/or
17 CFRA, or the duration of a compensated disability leave (workers'
18 compensation and paid disability benefits through the insurance
19 provided per Section 5.5).

20 G. Vacation may be taken for any reason, with the approval
21 of a unit member's supervisor, provided that the leave does not
22 disrupt the operations of the Department. The determination of
23 disruption to the Department's operations shall be at the sole
24 discretion of the unit member's supervisor and senior management
25 staff.

26 H. Vacation leave may be used in increments of fifteen
27 (15) minutes.

28 I. If an authorized holiday occurs within a unit member's
International Brotherhood of Electrical Workers Local #47 -25-

1 vacation period that unit member will not be charged vacation time
2 for that holiday.

3 J. Vacation shall be available for use on the first day
4 following the pay period in which it was accrued.

5 5.7 Leave of Absence (non-FMLA):

6 Under certain circumstances (and when not otherwise eligible
7 for FMLA, PDL, or CFRA leave), a unit member may be granted leave of
8 absence. In order to receive consideration of leave of absence, a
9 written request must be submitted to the unit member's Division
10 Director or Human Resources stating the specific reasons for the
11 leave of absence and the proposed duration of the leave of absence.
12 This request will be submitted to the General Manager for
13 consideration. If the leave of absence is granted, the unit member
14 may remain absent from work in a non-pay status for the approved
15 period of time. The unit member may have the option of using
16 accumulated sick leave and vacation leave during a leave of absence.
17 Any extension to an approved leave of absence must be submitted to
18 the Division Director or Human Resources at least two (2) weeks
19 before expiration of the prior leave period.

20 During an authorized leave of absence without pay under this
21 subsection, vacation, sick leave, and retirement credits will not
22 accrue. Upon the unit member's return to service, the accrual of
23 vacation, sick leave and retirement accruals will resume. The unit
24 member will not be eligible to participate in Department sponsored
25 Medical, Dental, Vision, or life insurance plans for the duration of
26 this leave and will be offered COBRA continuation coverage for
27 Medical, Dental, and Vision coverage. The unit member will be
28 responsible for payment of premiums for any coverage elected through

1 COBRA. The unit member may continue life insurance policies during
2 the period of the leave of absence by contacting the current
3 provider and will be responsible for payment of premiums to the
4 provider.

5 5.8 Military Duty:

6 In the event that a unit member is requesting a leave of
7 absence for active military duty, leave will be granted in
8 accordance with applicable state and Federal law.

9 5.9 Time Off for IBEW Activities:

10 A. Pursuant to relevant Government Code Sections, The
11 Department shall allow a reasonable number of IBEW employee
12 representatives (Officers, Shop Stewards, and Site Representatives),
13 and/or employees, as needed, reasonable time off without loss of
14 compensation or other benefits while formally meeting and conferring
15 with representatives of the Department on matters within the scope
16 of representation as defined in the Government Code, or as may be
17 required under Article VII, Grievance Procedures on reasonable
18 notice to the General Manager or designee. The notice must include
19 the time of such meetings and names and IBEW position held of the
20 attending unit members. Approval by the General Manager or designee
21 will be on a situational basis and shall not be withheld
22 unreasonably.

23 B. Each fiscal year IBEW shall receive a bank of 108 hours per
24 year aggregate without pay unless prior approval is obtained and
25 IBEW certifies in writing it will reimburse the Department for fully
26 loaded cost for time absent outside of quarterly meetings with
27 management and general meetings with the membership.

28 / / / / /

1 5.10 Jury Duty:

2 A. Every unit member of the Department who is officially
3 called to serve as a juror shall be entitled to be absent from their
4 duties, as implemented in accordance with this section, during the
5 period of such jury duty.

6 B. If a unit member who is assigned to a regular daytime
7 work period is called to serve jury duty that day, and such jury
8 duty does not exceed six (6) hours, it shall be the responsibility
9 of the unit member to report to work within a reasonable time after
10 being released from jury duty on that day. In addition, unit
11 members are required to report to work on the first day of jury duty
12 if their normal start time is one (1) hour or more before the time
13 they are to report for jury duty.

14 C. If a unit member's work period is other than a regular
15 daytime period and that unit member has served in excess of six (6)
16 hours jury duty during the day prior to the commencement of the work
17 period, that unit member shall not be required to report for work at
18 the commencement of his regularly scheduled work period. If the
19 unit member has served less than six (6) hours jury duty, he shall
20 report for work at the scheduled time.

21 D. If jury duty is at a location other than San Bernardino
22 Superior Court, San Bernardino, the Director or the General Manager
23 or designee may approve an adjustment based on the location of jury
24 service.

25 E. When called for jury duty, the unit member shall
26 promptly notify his immediate supervisor of the possibility for
27 absence from work. If a unit member fails to promptly report
28 notification of jury duty, or is absent without proper notification,

1 the unit member may be considered absent without leave, in a non-pay
2 status.

3 F. While serving on jury duty, a unit member will be
4 compensated at his regular rate of pay, provided that all fees paid
5 to the unit member for jury duty are surrendered to the Department.
6 Mileage and meal reimbursements from the court are exempt from this
7 requirement.

8 5.11 Leave for Child Related Activities:

9 A unit member who is the parent or legal guardian of one or
10 more children of the age to attend kindergarten or grades 1 through
11 12, or of a child attending a licensed day care facility, may be
12 granted up to forty (40) hours (a maximum of eight (8) hours per
13 month) of time off to participate in activities of the school or
14 licensed day care facility, or for emergencies (e.g., closure of or
15 unexpected unavailability of the school or childcare provider or
16 planned absence, with reasonable notice and appropriate
17 documentation, to find, enroll or re-enroll a child in school or
18 with a licensed childcare provider, for requests to pick up a child
19 for behavior/discipline issues or due to natural disasters. The
20 unit member may use accrued vacation, holiday, and comp time, in
21 that order. Time off without pay may be approved if accrued leave
22 has been exhausted. If both parents are employed at the same
23 worksite, only the parent who first gives notice for the same event
24 is eligible for time off.

25 5.12 Leave for Victims of Domestic Violence, Sexual Assault, or
26 Stalking:

27 A unit member who is a victim of domestic violence, sexual
28 assault, or stalking may request leave for non-medical reasons such

1 as to obtain a Temporary Restraining Order (TRO), obtain a
2 Restraining Order (RO), obtain other court assistance, and/or to
3 testify in court.

4 Unit members must provide reasonable advance notice, if
5 foreseeable, or as soon as practicable under the circumstances.
6 Unit members may utilize accrued vacation, holiday, and comp time,
7 in that order. Time off without pay may be approved if accrued
8 leave has been exhausted.

9 Refer to the Sick Leave Article (5.2 A) for leave to obtain
10 psychological counseling or seek medical attention for injuries
11 caused by domestic violence, sexual assault, or stalking.

12 5.13 Non-Pay Usage

13 The use of non-pay hours shall be capped at eighty (80) hours
14 per calendar year if the unit member has available accrued leave
15 appropriate for the reason for the leave.

16 5.14 Transfer of Benefit Hours

17 Pursuant to Policy 32.025 - Transfer of Benefit Hours unit
18 members may transfer their accrued/available vacation or sick leave
19 to those employees whose leave bank(s) are nearly depleted and are
20 in need of leave hours resulting from their own serious to
21 catastrophic illness or the need to care for an immediate family
22 member (child, spouse, parent, step-child/parent, and domestic
23 partner) who has a serious to catastrophic illness. Unit members may
24 transfer up to sixteen (16) hours from their sick leave accrual
25 balances and/or unlimited hours from their vacation leave accrual
26 balances for the employee in need for each leave of absence. Refer
27 to policy 32.025 - Transfer of Benefit Hours for procedures.

28 / / / / /

1 5.15 Unit Member Evaluations:

2 Any leave, with the exception of leave taken under the FMLA,
3 CFRA, PDL, Uniformed Services Employment and Reemployment Rights Act
4 (USERRA), leave for child related activities, leave for victims of
5 domestic violence, sexual assault, or stalking, vacation leave,
6 administrative leave, holiday leave and holiday supplement leave
7 will be taken into account by a unit member's supervisor in
8 evaluating the unit member's performance if improper leave usage or
9 leave abuse is indicated. The supervisor, the Director, and the
10 Department may exercise ultimate discretion in determining whether
11 these leave usages have adversely affected a unit member's
12 performance.

13 ARTICLE VI - BENEFITS

14 6.1 Certification and Examination:

15 A. Certificates:

16 Upon a unit member's successful completion of probation,
17 the Department agrees to reimburse the unit member for all
18 applicable testing and application fees for the following
19 certificates: County of San Bernardino Environmental Health Services
20 Backflow Prevention; State of California Water Resources Control
21 Board's Water Treatment Operator, Distribution Operator, and
22 Wastewater Treatment Operator; California Water Environment
23 Association's Industrial Waste, Laboratory Technologist, and
24 Mechanical Assistant, and other certificates required per the unit
25 member's job description. In order to be reimbursed for testing
26 fees, the eligible employee must provide proof of passing the test.

27 Reimbursement requests for testing fees and/or
28 applications fees must be submitted within six (6) months of passing
International Brotherhood of Electrical Workers Local #47 -31-

1 the test or receiving the certificate.

2 Upon a unit member's successful completion of probation, the
3 Department agrees to pay renewal fees for the above certifications.
4 The eligible unit member must provide the request and renewal
5 form(s) with supervisor/Director approval for payment to Human
6 Resources timely. The unit member will be responsible for payment
7 of any late fees incurred due to the unit member's untimely
8 submittal of the request for payment. Unit members who have not yet
9 successfully completed the probationary period may be reimbursed for
10 certification renewal upon successful completion of the probationary
11 period.

12 B. Certification Examinations:

13 The Department agrees that unit members who have
14 successfully completed probation and take work-related certification
15 tests that are conducted during the unit member's scheduled work
16 hours shall be granted a maximum of eight (8) hours per fiscal year
17 to take the examination without requiring the unit member to utilize
18 accrued leave.

19 6.2 Group Insurance Plans:

20 A. The Department shall maintain a program of medical,
21 dental, vision, life, and accidental death and dismemberment
22 insurances in force for the benefit of all unit members. The
23 Department will continue to provide a choice by the unit member of a
24 prepaid health care medical plan (HMO) or an indemnity-type health
25 plan. Unit members will have available to them amounts listed
26 herein to utilize for Department approved benefit plans. Purchase of
27 medical insurance for dependent(s) is required in order to have
28 access to the Department's contribution for dependent(s).

1 B. The current monthly contribution rates paid by the
2 Department are as follows:

3 Effective January 1, 2023 through December 31, 2023:

4 Unit member only	\$766
5 Unit member +1 dependent	\$1,409
6 Unit member +2 or more dependents	\$1,815

7 C. Beginning January 1, 2024, and each January 1
8 thereafter for the term of this MOU, contribution rates to be used
9 toward payment for Department provided benefit plans will be
10 adjusted automatically by a maximum of 10% based on the new premiums
11 provided to the Department. The Department will calculate the
12 automatic adjustment as follows:

13 1. The Department will calculate the contribution
14 rate adjustment by taking the increases, if any, to both the Kaiser
15 HMO plan premium and the other Department sponsored HMO plan premium
16 and adding those increases together. That number will then be
17 divided by 2, to obtain the average premium increase. If the
18 average HMO premium increase is 10% or greater, the contribution
19 rates will be increased by 10%. If the average HMO premium increase
20 is less than 10%, the contribution rates will be increased by the
21 actual percentage of the average HMO premium increase, up to 10%.
22 In the event that the average HMO premium increase is 0, or the
23 average premium decreases, there will be no adjustment to the
24 contribution rates for that year. The following table is for
25 **example purposes only**, actual premium increases and contribution
26 rates will vary:

27 / / / / /

28 / / / / /

Date	Average Premium Increase	Employee Only	Employee + 1	Employee Plus two or More	Retirees - Up to:
1/1/2019	10%	\$743	\$1,366	\$1,760	\$1,091
1/1/2020	13%	\$816	\$1,503	\$1,936	\$1,200
1/1/2021	5%	\$857	\$1,578	\$2,033	\$1,260
1/1/2022	0	\$857	\$1,578	\$2,033	\$1,260
1/2/2023	8%	\$926	\$1,704	\$2,196	\$1,361

Unit members will be responsible for paying any premium amounts over the established contribution rates.

2. The increase will apply to contribution rates for retirees using the Kaiser Plan premium and the other Department sponsored HMO plan premium for early retirees and retirees 65+ without Medicare.

D. Cafeteria options shall include a cash contribution to the unit member in lieu of a medical plan for those unit members showing proof of coverage by another medical insurance plan. Unit members who waive Department sponsored medical coverage must show proof of other group medical coverage each plan year. Proof of coverage includes a certified medical/health plan enrollment form from another employer, or a health care provider document showing a medical plan number and proof of insurance for the unit member and others and a written statement from the employee confirming that all tax dependents are enrolled in the other coverage. The amount of the cash contribution shall be \$400 monthly for all unit members who opt-out. Any dental, vision, or applicable supplemental coverage

1 will be deducted from this amount.

2 E. Cafeteria monies may be re-designated or a change of
3 plans, with the exception of adding or dropping the option in
4 Section 6.2D, may be made annually during the open enrollment period
5 only. Plan additions and drops are permitted in accordance with the
6 contract between the insurance provider(s), the Department and
7 Internal Revenue Service (IRS) regulations.

8 F. Unit Members who are on an approved leave of absence
9 pursuant to FMLA and/or CFRA and are in a non-pay status will
10 continue to receive the benefits of this section in accordance with
11 applicable law. If an employee is no longer eligible for health and
12 dental plan coverage and, therefore, the medical contribution, the
13 employee will have the option of enrolling in COBRA continuation
14 coverage.

15 G. It is incumbent upon the unit member to complete the
16 appropriate plan enrollment form(s), available from the Department,
17 or enroll online as applicable, in order to receive benefits.
18 Enrollment forms completed, or enrollment(s) completed online, as
19 applicable, will be processed with the payroll for full month
20 compensation only. Unit members who do not enroll in the cafeteria
21 plan will not receive the benefit of same.

22 H. In the event that the Department re-enters the
23 California Public Employee Retirement System (PERS) provided
24 pursuant to the State Employees' Medical and Hospital Care Act, the
25 Department agrees to pay the then-applicable monthly minimum
26 contribution rate established by the contract between the City/
27 Department and PERS.

28 I. Any funds left over after covering medical, dental or
International Brotherhood of Electrical Workers Local #47 -35-

1 vision insurances is treated as income. A unit member must
2 participate in a medical benefit plan to receive unused funds as
3 income. Any monies remaining after participating in a medical plan
4 and any other health and welfare benefit plans will be considered as
5 1) Taxable Income on your paycheck, 2) listed as extra income on
6 your paycheck stub, and 3) will appear on your W-2 Form for Income
7 Tax Filing purposes.

8 6.3 Retirement Health Coverage:

9 A. Unit members hired prior to July 1, 2019:

10 1. Unit members who retire may continue to
11 participate in the health care plan, as outlined, provided the unit
12 member makes the arrangements for premiums to be paid through the
13 retirement program. This benefit is dependent upon the continued
14 approval of the insurance carrier. In the event that the Department
15 re-enters the California Public Employee Retirement System (PERS)
16 provided pursuant to the State Employees' Medical and Hospital Care
17 Act, the Department agrees to pay the then-applicable monthly
18 minimum contribution rate established by the contract between the
19 City/Department and PERS.

20 2. When a unit member retires with a minimum of fifteen
21 (15) years of service with the Department and is at least age fifty-
22 five (55) at the time of retirement, and enrolls in a Department
23 sponsored medical plan, the Department agrees to pay a monthly
24 contribution as follows:

25 a. Effective January 1, 2023, through December 31, 2023:
26 up to \$1,126.

27 b. Beginning January 1, 2024, and each January 1
28 thereafter, for the remainder of the term of this MOU, the maximum
International Brotherhood of Electrical Workers Local #47 -36-

July 1, 2023

1 contribution rate for Department sponsored retiree medical plans
2 will be automatically adjusted and will be calculated as outlined in
3 Section 6.2C1 above. Retirees will be responsible for paying any
4 premium amounts over the established contribution rate.

5 3. If a retired unit member dies, and a spouse was
6 otherwise eligible for the monthly contribution (i.e., the retired
7 unit member was eligible at retirement and the retired unit member
8 and spouse participated in a health plan through the Department),
9 the spouse will continue to receive a monthly contribution up to the
10 maximum monthly contribution for their medical coverage premiums,
11 provided the spouse does not re-marry and remains in the
12 Department's health plan.

13 4. If a retired unit member was not eligible to receive
14 the monthly contribution and was enrolled in a Department group
15 health insurance plan as of July 1, 2003, that retired unit member
16 (and spouse, if applicable) will continue to receive an amount that
17 is equivalent to the then-current PERS minimum eligibility amount.
18 In order to receive this amount, the retired unit member (and
19 spouse, if applicable) must participate in the Department's health
20 plan. If the retiree dies or has died, the spouse will continue to
21 receive this amount, provided that the spouse does not re-marry and
22 continues to participate in the Department's health plan.

23 5. The provision of retirement at age fifty-five (55) took
24 effect on April 1, 1988. Any unit member who retired prior to April
25 1, 1988, must have been at least age sixty (60) at the time of
26 retirement. Department contributions for eligible retirees over age
27 sixty-five (65) at the time of retirement, took effect April 1,
28 1990, for qualified unit members who retire after April 1, 1990.

1 6. Department contributions for eligible retirees over
2 age sixty-five (65) who do not qualify for Medicare, took effect for
3 qualified unit members who retire after April 5, 1992. Unit members
4 must show proof of application to Social Security and a written
5 decision regarding their qualification for Medicare when qualified
6 to receive the written decision.

7 B. Unit members hired on or after July 1, 2019, are not
8 eligible for participation in retiree health coverage.

9 C. The Department agrees in principle, if administratively
10 feasible, to offer a Retiree Health Reimbursement Account (RHRA) or
11 equivalent to transfer sell-back or cash out sick hours into an
12 account with purpose and intent to supplement retiree health
13 premiums and health expenses.

14 6.4 Mileage Allowance:

15 Unit members who are required to drive their personal vehicle
16 in the performance of work duties will receive a mileage allowance
17 to be reimbursed at the prevailing IRS allowance rate per mile of
18 authorized Department travel.

19 6.5 Uniforms:

20 Designated unit members will be issued uniforms, including
21 pants, shirts, and ball caps or beanies, in accordance with Policy
22 70.010.

23 6.6 Long Term Disability (LTD):

24 The Department agrees to provide a fully paid long-term
25 disability plan for extended illness or disability for all eligible
26 unit members. The plan will provide 66.67 percent (66.67%) of
27 salary benefit, until age at which a unit member would normally be
28 entitled to unreduced Social Security Benefits based on the Social

1 Security Amendments of 1983, with a minimum ninety (90) day waiting
2 period or until all sick leave is utilized at the option of the unit
3 member prior to start of payments. Unit members may supplement the
4 remaining 33.33% of regular pay with accrued leave balances in the
5 following order: sick leave, vacation leave, holiday leave, and comp
6 time. The LTD plan covers the unit member's own covered
7 illness/injury only.

8 6.7 Short-Term Disability Insurance:

9 The Department agrees to provide a fully paid Short-term
10 Disability (STD) plan for extended illness or disability for all
11 eligible unit members. The plan will provide 66.67 percent (66.67%)
12 of salary benefit beginning on the 15th calendar day and ending on
13 the 90th day of covered illness. Unit members may supplement the
14 remaining 33.33% of regular pay with accrued leave balances in the
15 following order: sick leave, vacation leave, holiday leave, and comp
16 time. The STD plan covers the unit member's own covered
17 illness/injury only.

18 6.8 Life Insurance:

19 The Department shall maintain in full force and effect term
20 life insurance coverage on unit members in the amount of twenty-five
21 thousand dollars (\$35,000).

22 6.9 Accidental Death and Dismemberment (AD&D) Insurance:

23 The Department shall maintain in full force and effect AD&D
24 insurance coverage on unit members in the amount of twenty thousand
25 dollars (\$20,000).

26 6.9 Personal Safety Items:

27 A. Safety Shoes:

28 Upon Supervisor and Safety section approval, unit members who
International Brotherhood of Electrical Workers Local #47 -39-

July 1, 2023

1 require steel toe, non-skid safety shoes to be worn during the
2 performance of their duties, will be reimbursed in an amount equal
3 to 100% of the purchase price of appropriate shoes up to three
4 hundred fifty dollars (\$350) per calendar year, provided that the
5 unit member presents appropriate documentation as specified above.
6 The cost of items related to the care of safety shoes may also be
7 reimbursed (i.e., shoe sealant, laces, inserts, etc.) with approval
8 of the Safety section. Individual reimbursement requests must total
9 \$25 or more. Any request for reimbursement of less than \$25 must be
10 approved by the Director of Finance.

11 In the event that safety shoes are lost or damaged due to the
12 negligence of a unit member, the Department will not be obligated to
13 contribute any amount toward replacement.

14 B. Prescription Safety Glasses or Computer Glasses:

15 Upon Supervisor and Safety section approval, the
16 Department agrees to reimburse the purchase of prescription safety
17 glasses or computer glasses for those unit members working in
18 classifications/ work assignments designated by the section
19 supervisor and the Safety Manager to require such glasses.
20 Reimbursement for the purchase of safety glasses or computer glasses
21 shall be limited to one pair every two (2) years, or by Department
22 approval when a unit member's optometrist deems it necessary. The
23 Department will reimburse for the cost of the glasses with required
24 prescription and base frame up to \$250, provided that the unit
25 member presents a proper purchase receipt approved by the Division
26 Director or Deputy General Manager. Any upgrade to the glasses that
27 is non-prescription or non-work related will be at the cost of the
28 employee.

1 6.10 Education Tuition Assistance:

2 6.10.1 Purposes

3 A. To encourage the unit members of the Water Department
4 to take college courses and special training courses, which will
5 better enable them to perform their present duties and prepare them
6 for increased responsibilities.

7 B. To provide financial assistance to unit members for
8 education and training.

9 C. To establish eligibility requirements, conditions and
10 procedures whereby such assistance may be provided.

11 D. To provide for continuing education for the purpose of
12 obtaining mandated certificates.

13 6.10.2 Eligibility

14 A. Applications for tuition or continuing education
15 reimbursement will be considered only from Water Department unit
16 members who have completed probation and who have been in full time,
17 paid status (e.g., working) for three (3) months prior to the
18 application.

19 B. Reimbursement is not authorized for courses for which
20 the unit member is receiving financial assistance from other sources
21 such as the GI Bill, scholarships, etc. Reimbursement is not
22 authorized for post-baccalaureate advanced degrees such as master's
23 degree or Ph.D., or for courses within advanced degree programs.

24 C. Applications will be approved for courses related to
25 the unit member's job or to a promotional position within the
26 Department or related to the operations/functions of the Department.

27 D. Courses not ostensibly related to the above, but which
28 are required to qualify for a related degree may be reimbursable

1 with documentation indicating these courses are necessary for the
2 degree being pursued.

3 E. Prior to receiving tuition reimbursement, unit members
4 must submit official documentary proof of having received a grade of
5 not less than "C" for the course within three (3) months of
6 completion of the course. If objective ratings are not rendered for
7 a specific course, then a certificate or other applicable
8 documentation of successful completion must be submitted.

9 F. Approval will be limited to courses given by accredited
10 colleges, universities, or city colleges and accredited continuing
11 education. Workshops, seminars, conferences, and similar activities
12 not identifiable as a formal course of instruction or continuing
13 education do not fall within the purview of this program but may be
14 authorized and funded by the interested Division upon approval of
15 the Deputy General Manager.

16 G. When a unit member is required by his or her Division
17 Director to attend a particular course or seminar, the expense shall
18 be borne entirely by the Department.

19 6.10.3 Reimbursement

20 A. Reimbursement will be for the cost of actual paid
21 tuition or per unit cost for each course and mandatory fees, such as
22 student fees, health fees, etc. Additional expenses such as meals
23 and parking fees are not reimbursable. The cost of books and
24 materials are not reimbursable.

25 B. One hundred percent (100%) of tuition costs up to
26 two hundred dollars (\$200) are reimbursable and seventy-five percent
27 (75%) of all tuition in excess of two hundred dollars (\$200) are
28 reimbursable. Maximum tuition reimbursement per semester or quarter

1 is four hundred dollars (\$400). NOTE: summer session shall be
2 counted as a separate "semester" or "quarter" for purposes of this
3 provision. Tuition is capped at one thousand six hundred dollars
4 (\$1,600) per calendar year per unit member.

5 D. Unit members shall be limited, for purposes of tuition
6 reimbursement, to a maximum of two (2) collegiate level courses of
7 not more than a total number of units equivalent to six (6)
8 "semester" units per semester. Continuing Education Units will be
9 reimbursed at twelve (12) units/year.

10 6.10.4 Procedures

11 A. A unit member who desires to seek tuition reimbursement
12 under the provisions of this article must complete the application
13 form prescribed by the Department and submit it to his or her
14 Division Director for advance approval.

15 B. The Division Director will recommend approval or
16 disapproval and forward the form to Water Department Human Resources
17 to obtain approval from the Deputy General Manager.

18 C. One copy will be returned to the unit member. The unit
19 member must complete the approval process before the inception of
20 the course or class.

21 D. The unit member will submit a copy of the approved form
22 to the Water Department Human Resources for reimbursement within
23 three (3) months after completion of the course and when the final
24 grade has been received in the case of college course work. The
25 unit member must submit copies of the official verification of his
26 or her final grade. Approved applications not submitted to Water
27 Department Human Resources within three (3) months following
28 completion of the course will not be reimbursed.

1 6.11 Public Employees' Retirement System:

2 A. Unit members are provided retirement benefits under the
3 California Public Employees' Retirement System (CalPERS) as follows:

4 1. Classic CalPERS Members:

5 **Tier A:** 2.7% @ 55 Benefit Formula for employees hired on
6 or before October 3, 2011. The current established Employee
7 Contribution for this formula is 8%. Final compensation retirement
8 calculation shall be based upon the employee's single highest year
9 of compensation earnable as provided under Section 20042 of the
10 California Government Code.

11 **Tier B:** 2% @ 55 Benefit Formula for employees hired on
12 October 4, 2011, and thereafter who do not meet the definition of a
13 "new member" as determined by CalPERS. The current established
14 Employee Contribution for this formula is 7%. Final compensation
15 retirement calculation shall be based upon the employee's single
16 highest year of compensation earnable as provided under Section
17 20042 of the California Government Code.

18 2. PEPRA Members:

19 **Tier C:** 2% @ 62 Benefit Formula for employees hired on
20 or after January 1, 2013, who meet the definition of "new member"
21 under the Public Employees' Pension Reform Act (PEPRA). The Employee
22 Contribution for this formula is 50% of "Normal Cost" and is 6.75%
23 the time of approval of this MOU. The final compensation retirement
24 calculation shall be an average of the highest three (3) consecutive
25 years of compensation earnable.

26 3. Classic Member Cost Sharing

27 a. Tier A Employees (2.7% @ 55):

28 Employees in this tier are currently paying the employee's
International Brotherhood of Electrical Workers Local #47 -44-

1 share of the retirement contribution, 8% of their salary, and
2 sharing the "Normal Cost" with the Department by contributing an
3 additional 5% of their salary toward the "Normal Cost", for a total
4 contribution of 13% as negotiated in the previous MOU.

5 Beginning July 1, 2023, employees shall pay the employee's
6 share of the retirement contribution, 8% of their salary. The
7 additional 5% of their salary currently going toward the "Normal
8 Cost", will be reduced to 3% for a total contribution of 11% of
9 salary.

10 Beginning July 1, 2024, employees shall pay the employee's
11 share of the retirement contribution, 8% of their salary. The
12 additional 3% of their salary going toward the "Normal Cost"
13 effective July 1, 2023, will be reduced to 1%, for a total
14 contribution of 9%).

15 Beginning July 1, 2025, employees shall pay the employee's
16 share of the retirement contribution, 8% of their salary. The
17 additional 1% of their salary going toward the "Normal Cost"
18 effective July 1, 2024, will be reduced to 0% for a total
19 contribution of 8%.

20 Beginning July 1, 2026, and for the remainder of this MOU,
21 employees shall pay the employee's share of the retirement
22 contribution, 8% of their salary.

23 b. Tier B Employees (2.0% @ 55):

24 Employees in this tier are currently paying the employee's
25 share of the retirement contribution, 7% of their salary, and
26 sharing the "Normal Cost" with the Department by contributing an
27 additional 5% of their salary toward the "Normal Cost", for a total
28 contribution of 12% as negotiated in the previous MOU.

1 Beginning July 1, 2023, employees shall pay the employee's
2 share of the retirement contribution, 7% of their salary. The
3 additional 5% of their salary currently going toward the "Normal
4 Cost" will be reduced to 3% for a total contribution of 10%.

5 Beginning July 1, 2024, employees shall pay the employee's
6 share of the retirement contribution, 7% of their salary and the
7 additional 3% of their salary going toward the "Normal Cost"
8 effective July 1, 2023, will be reduced to 1% for a total
9 contribution of 8%.

10 Beginning July 1, 2025, employees shall pay the employee's
11 share of the retirement contribution, 7% of their salary and the
12 additional 1% of their salary going toward the "Normal Cost"
13 effective July 1, 2024, will be reduced to 0% for a total
14 contribution of 7%.

15 Beginning July 1, 2026, and each July 1 for the remainder
16 of this MOU, employees shall pay the employee's share of the
17 retirement contribution, 7% of their salary.

18 Newly hired employees who are "Classic Members" as determined
19 by CalPERS will pay the cost sharing percentage in effect at the
20 time of hire and follow the above percentage decreases thereafter.

21 Unit members who are "classic members" and withdraw their
22 contributions from CalPERS in lieu of retirement will only be able
23 to withdraw the employee share of the retirement contribution (8%
24 for 2.7% @ 55 and 7% for 2.0% @ 55).

25 4. PEPRA Member Cost Sharing

26 a. Tier C Employees (PEPRA - 2.0% @ 62)

27 Effective January 1, 2013, and thereafter, all Tier C
28 employees shall pay the employee contribution required by PEPRA,
International Brotherhood of Electrical Workers Local #47 -46-

July 1, 2023

1 calculated at 50% of the employer "Normal Cost" per PEPRA
2 regulations.

3 b. The Department and IBEW acknowledge that the PEPRA laws
4 and regulations shall govern a determination of whether employees
5 are hired as "new members" or "classic or legacy" members.

6 CalPERS 2023 Annual Compensation Limits for Classic and New Members:

7 1. The CalPERS reportable annual compensation limit for
8 classic members for calendar year 2023 is \$330,000. Any compensation
9 over this amount is not considered pensionable income. Employees
10 with member dates prior to July 1, 1996, are not impacted by this
11 limit.

12 2. The CalPERS reportable annual compensation limit for
13 PEPRA Non-Social Security new members for calendar year 2023 is
14 \$175,250. Any compensation over this amount is not considered
15 pensionable income.

16 These limits are updated by CalPERS annually. The Department
17 will provide the revised annual limits to IBEW once published by
18 CalPERS and post on the Department's Intranet site.

19 The Department will provide the CalPERS Miscellaneous Plan of
20 the City of San Bernardino Annual Valuation Report, which publishes
21 "Normal Cost", to IBEW when issued, and to unit members upon
22 request. This information can also be found on the CalPERS website
23 at the following link:

24 [https://www.calpers.ca.gov/page/employers/actuarial-](https://www.calpers.ca.gov/page/employers/actuarial-services/employer-contributions/public-agency-actuarial-valuation-reports)
25 [services/employer-contributions/public-agency-actuarial-valuation-](https://www.calpers.ca.gov/page/employers/actuarial-services/employer-contributions/public-agency-actuarial-valuation-reports)
26 [reports.](https://www.calpers.ca.gov/page/employers/actuarial-services/employer-contributions/public-agency-actuarial-valuation-reports)

27 6.12 Overages and Shortages:

28 The Department agrees that unit members assigned to receive
International Brotherhood of Electrical Workers Local #47 -47-

July 1, 2023

1 and/or disburse funds for the Department shall not be held liable
2 for shortages, except in the case of fraud, embezzlement, or any
3 other illegal act. All overages shall be the property of the
4 Department. This section does not relieve the unit member from
5 being accountable for errors for purposes of performance evaluations
6 and disciplinary actions.

7 6.13 Child Care Tax Incentive Program:

8 The Department shall provide for the administration of a Child
9 Care Tax Incentive Program, as provided for by the Internal Revenue
10 Code Section 129. The program shall provide an income tax benefit
11 to those unit members paying for childcare and shall be administered
12 in accordance with Section 129.

13 6.14 Flexible Spending Account (FSA):

14 The Department shall provide for the administration of medical
15 FSA as provided for by IRC Section 125. This program shall provide
16 an income tax benefit to those unit members paying out of pocket
17 medical, dental, and/or vision expenses by allowing employees to
18 have monies deducted from their paycheck before taxes to pay for
19 eligible expenses.

20 6.15 Deferred Compensation:

21 The Department will provide a 50% match to a unit member's
22 deferred compensation up to \$50 per pay period. To maximize the
23 benefit, a unit member would need to contribute at least \$100 per
24 pay period to deferred compensation to receive the entire \$50
25 Department match.

26
27 6.16 Temporary Telecommuting Assignment Expense Reimbursement

28 This applies to unit members who are required by the Department
International Brotherhood of Electrical Workers Local #47 -48-

1 to temporarily work from home (telecommute) in accordance with
2 Policy 32.110 - Temporary Telecommuting Assignment. Unit members
3 temporarily telecommuting for any portion of a month using personal
4 internet and/or personal cellphone to perform assigned duties will
5 be reimbursed as follows:

6 Personal internet - flat monthly reimbursement of \$15

7 Personal cellphone - flat monthly reimbursement of \$10

8 6.17 Separation:

9 Separated employees shall be paid in accordance with the normal
10 payroll processing schedule and will receive their final paycheck
11 approximately two (2) weeks after the end date of the pay period in
12 which they separated.

13 An employee who separates shall be required to turn in any
14 Department issued equipment, including but not limited to, ID badge,
15 uniforms, keys, gate openers, phones, laptops, etc., to their
16 supervisor, or designee, at the time of separation. Department
17 issued equipment is to be returned in good condition and in working
18 order. The cost of any Department issued items that are returned
19 with negligent damage or are not returned will be deducted from the
20 employee's final paycheck, subject to Fair Labor Standards Act
21 (FLSA) regulations.

22
23 ARTICLE VII - GRIEVANCE PROCEDURE

24 7.1 Grievance:

25 A "grievance" is an allegation by a grievant that he has been
26 adversely affected by a violation, misinterpretation, or
27 misapplication of the provisions of this MOU. Actions to challenge
28 or change the general policies of the Department as set forth in the

1 rules and regulations of administrative regulations and procedures
2 must be undertaken under separate legal processes. Other matters
3 for which a specific method of review is provided by law or by the
4 administrative regulations and procedures of the Department are not
5 within the scope of this procedure.

6 7.2 Grievant:

7 A "grievant" may be any unit member or group of unit members
8 excepting executive, confidential, mid-management/supervisory, or
9 contract employees.

10 7.3 Representatives:

11 The unit member, management, or Department may be represented
12 during any step of the procedure by any person designated by such
13 party to act on his behalf.

14 7.4 Days:

15 Reference to days regarding time periods in this procedure
16 shall mean workdays. A workday is defined as all weekdays not
17 designated as holidays as defined in Section 5.1.

18 7.5 Time Limitation and Waiver:

19 A grievance shall not be valid unless it is submitted to the
20 Department's designee on the prescribed form (see Exhibit B) setting
21 forth the facts and the specific provisions of the MOU allegedly
22 violated and the particular relief sought within ten (10) days after
23 the date of the event giving rise to the grievance occurred.
24 Failure to file any grievance within such period shall be deemed a
25 waiver thereof. Failure to appeal a grievance from one level to
26 another within the time periods hereafter provided shall also
27 constitute a waiver of the grievance.

28 7.6 Failure by the Department's representative to issue a
International Brotherhood of Electrical Workers Local #47 -50-

1 decision:

2 Failure by the Department's representative to issue a decision
3 within the time periods provided herein shall constitute a denial of
4 the grievance and the grievant may appeal to the next level. The
5 Department's representative, prior to issuing a decision in Step 2
6 or Step 3, shall meet with the grievant and his representative, if
7 any.

8 7.7 Process:

9 A. STEP 1:

10 Informal Conference: Prior to filing a grievance, the unit
11 member, with or without his representative, must discuss the
12 grievance with his/her immediate supervisor in an effort to adjust
13 the alleged grievance informally.

14 B. STEP 2:

15 If the grievance is not resolved through the informal
16 conference with the immediate supervisor, the unit member may file a
17 grievance with his Division Director within the time prescribed in
18 Section 7.5. The Division Director shall give his/her written
19 decision to the grievant within ten (10) days after receipt of the
20 grievance.

21 C. STEP 3:

22 If the grievance is not resolved in Step 2, the grievant
23 shall have ten (10) days after receipt of the Step 2 decision to
24 file a written appeal to the General Manager. The General Manager
25 shall give a written decision to the grievant within fifteen (15)
26 days after receipt of the appeal.

27 / / / / /

28 / / / / /

1 D. STEP 4A:

2 Mediation:

3 After a decision is issued at Step 3 and prior to appeal
4 to Step 4B, the parties may jointly agree to submit the dispute to
5 the State Conciliation Service for mediation. If the dispute is not
6 resolved in mediation, the grievant shall have ten (10) days after
7 the meeting date with the mediator to appeal to Step 4B.

8 E. STEP 4B:

9 Unresolved During Prior Steps:

10 In the event the grievance is not resolved at Step 3 or
11 mediation, the grievant shall have ten (10) days after receipt of
12 Step 3 decision or ten (10) days after the last day of mediation,
13 whichever is applicable, to file a written appeal with the General
14 Manager for a hearing before the Water Board. Such appeal shall be
15 filed with the General Manager no later than the next regularly
16 scheduled Board Meeting. The Board shall give the grievant written
17 notice of the date and time of the hearing, which shall be conducted
18 within forty-five (45) days after such notice is given.

19 7.8 Hearing Procedure:

20 The hearing shall be conducted before the Board in executive
21 session. Both parties may call witnesses, cross-examine witnesses,
22 and introduce exhibits into evidence. The Board or its designee
23 shall determine matters of procedure and rule on questions of
24 evidence. The grievant may, if he/she chooses, be represented by
25 counsel or other person of his/her choosing.

26 7.9 Final Decision:

27 Within twenty (20) days after the hearing, the Board shall give
28 its written decision to the grievant, which decision shall be final

1 and binding.

2 ARTICLE VIII - REDUCTION IN FORCE

3 The Department may lay off a unit member because of shortage of
4 work, lack of funds, material change in duties or organization, or
5 for other valid reasons as per the Personnel Rules Rule 6-3. The
6 Department will advise IBEW of any reduction in force.

7
8 ARTICLE IX - DRUG AND ALCOHOL TESTING

9 The Board has implemented a policy regarding drug and alcohol
10 testing (Policy #33.035 - Drug, Alcohol, and Substance Use). The
11 policy minimally provides that a blood alcohol and controlled
12 substance test will be taken automatically in the event of an
13 accident, injury or property damage that occurs when a unit member
14 is on duty or responding while on call. "Under the influence" will
15 be defined as a .08 or greater blood alcohol level or any level of a
16 controlled substance. The Department of Transportation (DOT)
17 methodology for drug and alcohol testing is the protocol used for
18 this testing. Those unit members subject to random drug testing
19 under the DOT's regulations will additionally comply with those
20 regulations.

21 The policy additionally implements a reasonable belief drug
22 testing process to be administered by the Department. Before
23 reasonable belief drug testing may be implemented, the Department
24 will provide training in detection of alcohol or controlled
25 substance use.

26 The policy will provide that the ultimate responsibility for
27 determination of "under the influence" will be the Director, the
28 General Manager or the General Manager's designee(s), to be
International Brotherhood of Electrical Workers Local #47 -53-

July 1, 2023

1 specified in the policy.

2 Absent a showing that the supervisor maliciously targeted an
3 individual, the Department will indemnify and hold harmless the
4 supervisor(s) for activities associated with the reasonable belief
5 identification of a unit member.

6
7 ARTICLE X - DUES DEDUCTION

8 10.1 Deduction:

9 The Department will deduct from the pay of IBEW members and pay
10 to IBEW the normal and regular monthly membership dues as
11 voluntarily authorized, by a list of participating members provided
12 by IBEW.

13 A. Such deduction shall be made upon receipt of the
14 participating member list from IBEW.

15 B. The Department shall not be obligated to put into
16 effect any new change or discontinue deduction until the pay period
17 following such receipt.

18 10.2 Disputes:

19 All disputes as to dues deductions under this article
20 shall be between the individual unit member and IBEW. IBEW shall
21 defend and hold the Department harmless from any and all claims
22 arising out of the dues deductions, including attorney fees and all
23 administrative and court costs.

24
25 ARTICLE XI - DISCRIMINATION

26 11.1 No Discrimination:

27 There shall be no discrimination on the part of either the
28 Department or the IBEW because of the race, religious creed

1 (including religious dress and grooming practices), gender, gender
2 expression, gender identity, color, national origin (including
3 language use and undocumented immigrants who hold special "AB-60"
4 driver's licenses), ancestry, genetic information, age (40 and
5 above), sex (including pregnancy, childbirth, breastfeeding, and/or
6 related medical conditions), marital status, disability (physical
7 and mental, including HIV and AIDS), medical condition (genetic
8 characteristics, cancer, or a record or history of cancer), sexual
9 orientation, military or veteran status, or any other classification
10 protected by law. This provision is intended to mirror the
11 protected classes that are specified in Government Code Section
12 12840, as subsequently amended.

13 11.2 Not Subject to Grievance:

14 This article shall not be subject to the grievance procedure,
15 unless the alleged act of discrimination is without remedy under
16 Federal, State, or local law.

17 11.3 Use of masculine form of the word:

18 Whenever the masculine form of the word is used in this MOU, it
19 also includes the feminine gender unless the context clearly
20 indicates a contrary intent.

21
22 ARTICLE XII - LABOR MANAGEMENT COMMITTEE

23 A. Purpose

24 In order to achieve and maintain a mutually beneficial
25 relationship through continuing communications, the Department and
26 IBEW do hereby establish a Joint Labor/Management Committee. The
27 purpose of the Committee is to discuss, explore, study and resolve
28 problems referred to it by the parties of this MOU. The Committee,

International Brotherhood of Electrical Workers Local #47

-55-

July 1, 2023

1 by mutual agreement, shall be authorized to make recommendations on
2 those problems that have been discussed, explored, and studied and
3 make recommendations for implementation.

4 In order to have an open discussion, the Committee shall
5 have no authority to change, delete, or modify any of the terms of
6 the MOU, nor to settle any grievance being processed under a
7 different article of the MOU. When mutually agreed upon, the
8 Committee's discussions will not be publicized.

9 B. Conduct of Meetings

10 Meetings shall be held as needed, but not more frequently than
11 once a month. Additionally, the meetings shall be no more than one
12 (1) hour in length, unless the nature of business warrants
13 extensions thereof. However, interim meetings may be held if
14 mutually agreed to by the Committee.

15 A list of discussion topics shall be submitted to both parties
16 forty-eight (48) hours prior to the meetings. Topics not disclosed
17 in advance of the meeting shall not be discussed, but rather shall
18 be placed on the following month's agenda. Emergency items may be
19 added by mutual consent.

20
21 ARTICLE XIII - NO WORK STOPPAGE CLAUSE

22 Both the Department and IBEW recognize the continuing
23 obligation to provide water and wastewater service to the City of
24 San Bernardino. Accordingly, during the term of this MOU, IBEW, its
25 officers, agents, representatives and/or members agree they will not
26 cause, condone, or participate in any strike, walkout, work
27 stoppage, job action, slowdown, or sickout, including compliance
28 with a request of other labor organizations to engage in any or all

International Brotherhood of Electrical Workers Local #47

-56-

July 1, 2023

1 of the preceding activities. Also, members will not engage in a
2 sympathy strike with any other striking organization that may have
3 an impact on the work for the Department.

4 During the term of this MOU, the Department agrees it will not
5 lock out employees represented by IBEW.

6
7 ARTICLE XIV - FULL UNDERSTANDING, MODIFICATION, WAIVER

8 This MOU sets forth the full and entire understanding of the
9 parties regarding the matters set forth herein, and any other prior
10 or existing understanding or agreements by the parties, whether
11 formal or informal, regarding these matters are hereby superseded or
12 terminated in their entirety. However, except as modified herein,
13 existing Water Department employer unit member relations policy,
14 provisions, resolutions, policies, general instructions, rules and
15 regulations shall continue in full force and effect.

16 It is agreed and understood that during the term of this MOU,
17 each party hereto voluntarily and unqualifiedly waives its right to
18 negotiate and agrees that the other shall not be required to
19 negotiate, with respect to those matters covered herein.

20 No agreement, alteration, understanding, variation, waiver, or
21 modification of any of the terms or provisions contained herein
22 shall in any manner be binding upon the parties hereto unless
23 executed, in writing, by both parties hereto and approved and
24 implemented by the Water Department's Water Board.

25 The waiver of any breach, term or condition of this MOU by either
26 party shall not constitute a precedent in the future enforcement of
27 all of its terms and provisions.

28 / / / / /

1 ARTICLE XV - OBLIGATION TO SUPPORT

2 Prior to approval and implementation of this MOU, the Water
3 Department's negotiators and the IBEW negotiators shall consistently
4 advocate and urge the adoption and approval of this MOU (Memorandum
5 of Understanding).

6
7 ARTICLE XVI - SAVINGS CLAUSE

8 Should any provision of this MOU, or any application thereof, be
9 unlawful by virtue of any Federal, State, or local laws and
10 regulations, or by court decision, such provision shall be effective
11 and implemented only to the extent permitted by such law,
12 regulation, or court decision. But, in all other respects, the
13 provisions of this MOU shall continue in full force and effect for
14 the term thereof.

15
16 CITY OF SAN BERNARDINO
17 MUNICIPAL WATER DEPARTMENT

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL #47

18
19 By: 
Ohama Robin (Jun 7, 2023 08:09 PDT)

By: 
Colin Iavin (Jun 1, 2023 14:57 PDT)

20
21 By: 

By: 
Dick Reed (Jun 2, 2023 07:21 PDT)

By: 
Mike Clark (Jun 2, 2023 07:31 PDT)

22
23 By: 

By: 
Michael Mayberry (Jun 5, 2023 08:48 PDT)

By: 
Nathan Ties (Jun 5, 2023 10:08 PDT)

By: 
Michael Jackson (Jun 5, 2023 10:35 PDT)

By: 
ERIC DALPIAZ (Jun 6, 2023 06:57 PDT)

By: 
Lauren Lujan (Jun 6, 2023 09:10 PDT)

By: 
Amy L. Escalera (Jun 6, 2023 17:18 PDT)

24
25
26
27
28 DATED: Jun 7, 2023

International Brotherhood of Electrical Workers Local #47

-58-

July 1, 2023

EXHIBIT A. 3.1 SALARY SCHEDULE
EFFECTIVE JULY 1, 2023
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #47

RANGE	MINIMUM				MAXIMUM		
	\$ / HOUR	\$ / MONTH	\$ / YEAR		\$ / HOUR	\$ / MONTH	\$ / YEAR
119	\$ 16.8828	\$ 2,926.36	\$ 35,116.29		\$ 21.6115	\$ 3,745.99	\$ 44,951.82
120	\$ 17.3049	\$ 2,999.52	\$ 35,994.20		\$ 22.1517	\$ 3,839.63	\$ 46,075.62
121	\$ 17.7375	\$ 3,074.50	\$ 36,894.05		\$ 22.7055	\$ 3,935.63	\$ 47,227.51
122	\$ 18.1810	\$ 3,151.37	\$ 37,816.40		\$ 23.2732	\$ 4,034.02	\$ 48,408.19
123	\$ 18.6355	\$ 3,230.15	\$ 38,761.81		\$ 23.8550	\$ 4,134.87	\$ 49,618.40
124	\$ 19.1014	\$ 3,310.90	\$ 39,730.86		\$ 24.4514	\$ 4,238.24	\$ 50,858.86
125	\$ 19.5789	\$ 3,393.68	\$ 40,724.13		\$ 25.0627	\$ 4,344.19	\$ 52,130.33
126	\$ 20.0684	\$ 3,478.52	\$ 41,742.23		\$ 25.6892	\$ 4,452.80	\$ 53,433.59
127	\$ 20.5701	\$ 3,565.48	\$ 42,785.79		\$ 26.3315	\$ 4,564.12	\$ 54,769.43
128	\$ 21.0843	\$ 3,654.62	\$ 43,855.43		\$ 26.9897	\$ 4,678.22	\$ 56,138.66
129	\$ 21.6115	\$ 3,745.99	\$ 44,951.82		\$ 27.6645	\$ 4,795.18	\$ 57,542.13
130	\$ 22.1517	\$ 3,839.63	\$ 46,075.62		\$ 28.3561	\$ 4,915.06	\$ 58,980.68
131	\$ 22.7055	\$ 3,935.63	\$ 47,227.51		\$ 29.0650	\$ 5,037.93	\$ 60,455.20
132	\$ 23.2732	\$ 4,034.02	\$ 48,408.19		\$ 29.7916	\$ 5,163.88	\$ 61,966.58
133	\$ 23.8550	\$ 4,134.87	\$ 49,618.40		\$ 30.5364	\$ 5,292.98	\$ 63,515.75
134	\$ 24.4514	\$ 4,238.24	\$ 50,858.86		\$ 31.2998	\$ 5,425.30	\$ 65,103.64
135	\$ 25.0627	\$ 4,344.19	\$ 52,130.33		\$ 32.0823	\$ 5,560.94	\$ 66,731.23
136	\$ 25.6892	\$ 4,452.80	\$ 53,433.59		\$ 32.8844	\$ 5,699.96	\$ 68,399.51
137	\$ 26.3315	\$ 4,564.12	\$ 54,769.43		\$ 33.7065	\$ 5,842.46	\$ 70,109.50
138	\$ 26.9897	\$ 4,678.22	\$ 56,138.66		\$ 34.5492	\$ 5,988.52	\$ 71,862.24
139	\$ 27.6645	\$ 4,795.18	\$ 57,542.13		\$ 35.4129	\$ 6,138.23	\$ 73,658.79
140	\$ 28.3561	\$ 4,915.06	\$ 58,980.68		\$ 36.2982	\$ 6,291.69	\$ 75,500.26
141	\$ 29.0650	\$ 5,037.93	\$ 60,455.20		\$ 37.2057	\$ 6,448.98	\$ 77,387.77
142	\$ 29.7916	\$ 5,163.88	\$ 61,966.58		\$ 38.1358	\$ 6,610.21	\$ 79,322.46
143	\$ 30.5364	\$ 5,292.98	\$ 63,515.75		\$ 39.0892	\$ 6,775.46	\$ 81,305.52
144	\$ 31.2998	\$ 5,425.30	\$ 65,103.64		\$ 40.0664	\$ 6,944.85	\$ 83,338.16
145	\$ 32.0823	\$ 5,560.94	\$ 66,731.23		\$ 41.0681	\$ 7,118.47	\$ 85,421.62
146	\$ 32.8844	\$ 5,699.96	\$ 68,399.51		\$ 42.0948	\$ 7,296.43	\$ 87,557.16
147	\$ 33.7065	\$ 5,842.46	\$ 70,109.50		\$ 43.1472	\$ 7,478.84	\$ 89,746.09
148	\$ 34.5492	\$ 5,988.52	\$ 71,862.24		\$ 44.2258	\$ 7,665.81	\$ 91,989.74
149	\$ 35.4129	\$ 6,138.23	\$ 73,658.79		\$ 45.3315	\$ 7,857.46	\$ 94,289.48
150	\$ 36.2982	\$ 6,291.69	\$ 75,500.26		\$ 46.4648	\$ 8,053.89	\$ 96,646.72
151	\$ 37.2057	\$ 6,448.98	\$ 77,387.77		\$ 47.6264	\$ 8,255.24	\$ 99,062.89
152	\$ 38.1358	\$ 6,610.21	\$ 79,322.46		\$ 48.8170	\$ 8,461.62	\$ 101,539.46
153	\$ 39.0892	\$ 6,775.46	\$ 81,305.52		\$ 50.0375	\$ 8,673.16	\$ 104,077.95
154	\$ 40.0664	\$ 6,944.85	\$ 83,338.16		\$ 51.2884	\$ 8,889.99	\$ 106,679.89
155	\$ 41.0681	\$ 7,118.47	\$ 85,421.62		\$ 52.5706	\$ 9,112.24	\$ 109,346.89
156	\$ 42.0948	\$ 7,296.43	\$ 87,557.16		\$ 53.8849	\$ 9,340.05	\$ 112,080.56
157	\$ 43.1472	\$ 7,478.84	\$ 89,746.09		\$ 55.2320	\$ 9,573.55	\$ 114,882.58
158	\$ 44.2258	\$ 7,665.81	\$ 91,989.74		\$ 56.6128	\$ 9,812.89	\$ 117,754.64
159	\$ 45.3315	\$ 7,857.46	\$ 94,289.48		\$ 58.0281	\$ 10,058.21	\$ 120,698.51
160	\$ 46.4648	\$ 8,053.89	\$ 96,646.72		\$ 59.4788	\$ 10,309.66	\$ 123,715.97
161	\$ 47.6264	\$ 8,255.24	\$ 99,062.89		\$ 60.9658	\$ 10,567.41	\$ 126,808.87
162	\$ 48.8170	\$ 8,461.62	\$ 101,539.46		\$ 62.4899	\$ 10,831.59	\$ 129,979.09
163	\$ 50.0375	\$ 8,673.16	\$ 104,077.95		\$ 64.0522	\$ 11,102.38	\$ 133,228.57
164	\$ 51.2884	\$ 8,889.99	\$ 106,679.89		\$ 65.6535	\$ 11,379.94	\$ 136,559.28
165	\$ 52.5706	\$ 9,112.24	\$ 109,346.89		\$ 67.2948	\$ 11,664.44	\$ 139,973.27

EXHIBIT A REFLECTS A 6.0% INCREASE OVER SCHEDULE EFFECTIVE JULY 1, 2022.

EXHIBIT B

GRIEVANCE FORM CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT		
NAME OF GRIEVANT		DATE
DEPT./SECTION		EMPLOYEE REP
IMMEDIATE SUPERVISOR		
NATURE OF GRIEVANCE		
SUGGESTED SOLUTION TO GRIEVANCE		
PROVISION OF MOU UNDER QUESTION		
SIGNATURE OF GRIEVANT		DATE
FIRST LEVEL REVIEW - DIVISION DIRECTOR		
DATE RECEIVED	DATE OF MEETING	DATE RETURNED
SUPERVISOR'S NAME AND TITLE		
DECISION AND FACTS UPON WHICH IT IS BASED		
GRIEVANT (DOES/DOES NOT) ACCEPT DECISION		
SIGNATURE OF GRIEVANT		DATE
SECOND LEVEL REVIEW - GENERAL MANAGER		
DATE RECEIVED	DATE OF MEETING	DATE RETURNED
SUPERVISOR'S NAME AND TITLE		
DECISION AND FACTS UPON WHICH IT IS BASED		
GRIEVANT ☐ DOES ☐ DOES NOT ACCEPT DECISION		
SIGNATURE OF GRIEVANT		DATE
PERSONS PRESENT AT:		
FIRST LEVEL REVIEW		SECOND LEVEL REVIEW