

# Memorandum of Understanding

**Between**

**The City of San Bernardino  
Water Board**

**And**

The San Bernardino Association of  
Water Department Mid-Managers



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**July 1, 2018  
Through  
June 30, 2023**

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of San Bernardino Water Board (Board) through the City of San Bernardino Municipal Water Department (Department) and the Association of Water Department Mid-Managers (Association), pursuant to the provisions of Government Code Section 3500 et seq. This MOU shall be effective upon execution by the Department and the Association and shall remain in effect for five (5) years. After that ten (5) year period, the MOU may be extended, modified, amended or terminated upon mutual agreement by the parties.

The provisions relating to cost of living and range adjustments shall be effective July 1, 2018. All provisions that pre-existed this new MOU shall continue in effect with no change to effective date, unless otherwise stated in the specific provision. Any provision not listed above, negotiated in this MOU, shall become effective with the adoption of the resolution by the Water Board.

### ARTICLE I - RECOGNITION

1.1 The Board recognizes the Association of Water Department Mid-Managers as the exclusive, recognized employee (unit member) organization for those unit members designated in Exhibit A and for such new supervisory positions as may be designated by the Department.

### ARTICLE II - MANAGEMENT RIGHTS

2.1 In order to insure that the Department is able to efficiently carry out its functions and responsibilities as imposed

1 by law, the Department has the exclusive right to manage and direct  
2 the performance of Department services and the work force performing  
3 such services; therefore, the following matters will not be subject  
4 to the meet and confer process, but shall be within the exclusive  
5 discretion of the Department. These rights include, but are not  
6 limited to, the exclusive right:

7 A. To determine the mission of each of its operations;

8 B. To establish the merits, necessity or organization of  
9 any service or activity provided by law;

10 C. To direct the work of the Department unit members;

11 D. To set standards of service;

12 E. To determine the overall responsibilities of unit  
13 members assigned to carry out the various operations of the  
14 Department;

15 F. To take disciplinary action;

16 G. To take all necessary action to carry out the  
17 functions of the Department in emergency situations;

18 H. To determine the methods, means, and personnel by  
19 which operations are to be conducted;

20 I. To determine the budget and organization of the  
21 Department;

22 J. To lay off unit members because of lack of work or  
23 for other legitimate reasons, as authorized under Civil Service  
24 Chapter 5, Rule No. 511;

25 K. To determine the content of job classifications;

26 L. To expand or diminish services;

27 M. To subcontract any work or operations;

28 N. To determine the size and composition of the work

1 force and determine work assignments;

2 O. To establish and change work schedules and  
3 assignments;

4 P. To establish the days and hours when unit members  
5 shall work;

6 Q. To establish reasonable work and safety rules and  
7 regulations in order to maintain efficiency and economy desirable in  
8 the performance of Department services;

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

11 2.2 The exercise of the foregoing powers, rights, authority,  
12 duties, or responsibilities by the Department, the adoption of  
13 policies, rules, regulations and practices in furtherance thereof,  
14 and the use of judgment and discretion in connection therewith,  
15 shall be limited only by the specific and express terms of this MOU,  
16 and then only to the extent such specific and express terms are in  
17 conformance with the law.

18  
19 ARTICLE III - SALARIES

20 3.1 Salary Schedule:

21 The salary schedule included as Exhibit B is applicable to unit  
22 members effective July 1, 2018 and reflects an adjustment of the  
23 December 2017 Consumer Price Index (CPI) plus 1%, and unit members  
24 will receive a pay adjustment. The salary schedule in Exhibit B  
25 shall be used for the purpose of assigning range classifications  
26 from July 1, 2018 to June 30, 2019.

27 The salary ranges applicable to unit members shall be adjusted  
28 effective July 1, 2019 to reflect the December 2018 Consumer Price

1 Index (CPI) plus 1% for a minimum adjustment of 1% and a maximum  
2 adjustment of 5%. In the event that the CPI is zero or negative,  
3 the adjustment shall be 1%.

4 The salary ranges applicable to unit members shall be adjusted  
5 effective July 1, 2020 to reflect the December 2019 CPI plus 1% for  
6 a minimum adjustment of 1% and a maximum adjustment of 5%. In the  
7 event that the CPI is zero or negative, the adjustment shall be 1%.

8 The salary ranges applicable to unit members shall be adjusted  
9 effective July 1, 2021, and July 1, 2022 to reflect CPI up to a  
10 maximum of 4%. In the event that the CPI figure for December 2020  
11 through December 2021 is zero or negative for a particular year, the  
12 adjustment for the following year will be 0%.

13 CPI shall be the percentage change published by the U.S. Bureau  
14 of Labor Statistics Pacific Cities and U.S. City Average, All Items  
15 Indexes, Riverside-San Bernardino-Ontario, CA, Urban Wage Earners  
16 and Clerical Workers (CPI-W), for December of the previous year.

17 A. Salary advancements within the salary schedule shall be  
18 based on satisfactory work performance evaluations and positive  
19 recommendations for advancement submitted by the unit member's  
20 supervisor. A unit member shall be eligible for a salary increase  
21 based on the successful completion of the twelve (12) month  
22 probationary period for all new or promoted mid-managers. This date  
23 shall be established as the unit member's "Anniversary Date."  
24 Subsequent evaluations shall be made no less frequently than once a  
25 year and shall be conducted within thirty (30) days prior to the  
26 unit member's "Anniversary Date" or the date specified by the  
27 supervisor for a special re-evaluation. In the event the unit  
28 member receives a satisfactory evaluation and is granted a merit



1 increase, the increase shall be up to 5%, provided that the top of  
2 the salary range is not exceeded, and effective no later than the  
3 unit member's "Anniversary Date." In the event the unit member  
4 receives an overall rating of needs improvement or unsatisfactory,  
5 no increase will be granted or effective until the evaluation date  
6 on which the employee receives an overall rating of at least meets  
7 expectations; there will be no change to the employee's anniversary  
8 date.

9           B. The assignment or reassignment of range classification  
10 within the applicable Salary Schedule resulting from promotion shall  
11 be at least the entry rate of the new salary range or a 5% salary  
12 increase, whichever is greater, provided that the unit member has  
13 not advanced above the top of the new range. At the discretion of  
14 the General Manager, or designee, a unit member may be placed at any  
15 point within the new salary range.

16           C. Unit members who are topped out (at the top of their  
17 salary range) and receive an overall rating of exceeds or  
18 outstanding on their annual evaluation will receive a one-time  
19 performance incentive of 2.5% of their regular salary. Unit members  
20 must re-qualify each year (be topped out in their range and receive  
21 an overall exceeds or outstanding rating on their annual  
22 evaluation). This is a one-time payout that does not change salary  
23 ranges or the employee's pay rate, and is taxable. The General  
24 Manager, or designee, approves all performance incentives prior to  
25 payout.

26           Unit members who are currently receiving an annual  
27 longevity pay increase under the terms of a previous MOU will  
28 continue to receive this pay for as long as they are part the Mid-

1 Management unit, but will not be eligible for the performance  
2 incentive.

3 3.2 Overtime:

4 A. An FLSA non-exempt unit member who works more than  
5 forty (40) hours in any one (1) work week will be paid in accordance  
6 with the Fair Labor Standards Act (FLSA). Regardless of whether the  
7 unit member is on an excused time off or time off with pay status,  
8 hours not worked shall not count toward the forty (40) hours in any  
9 work week. Hours not worked include vacation leave, sick leave,  
10 leave of absence, bereavement leave, leave taken under the Family  
11 Medical Leave Act, Pregnancy Disability Leave, or the California  
12 Family Rights Act, and Association activities.

13 B. FLSA Non-Exempt unit members will receive premium  
14 overtime pay at one and one-half (1.5) times their regular hourly  
15 pay rate, or compensatory time equivalent to one and one-half (1.5)  
16 times their regular hourly rate, for each hour over forty (40) hours  
17 worked in one (1) week. A work week consists of seven (7)  
18 consecutive twenty-four (24) hour periods beginning with the first  
19 scheduled day of work and, therefore, may not coincide with the  
20 "payroll week". For example, a unit member scheduled to work  
21 Tuesday through Saturday would have a work week of Tuesday to  
22 Monday.

23 C. An FLSA Non-exempt unit member who works more than  
24 forty (40) hours has the option to request compensation time in lieu  
25 of premium overtime pay, subject to the approval of the Division  
26 Director. Compensation time will accrue at the rate equivalent to  
27 the unit member's FLSA overtime rate. A non-exempt unit member can  
28 maintain a maximum balance of forty (40) hours of compensation time

1 at any one (1) time. Compensation time earned during the fiscal  
2 year must be used prior to June 15 of that fiscal year. Any unused  
3 balance in the compensation time bank will be paid out in the last  
4 payroll period of June of that fiscal year.

5 D. FLSA-Exempt unit members will be paid their salary  
6 for all hours worked, and are not eligible for premium overtime pay,  
7 except under special circumstances, as determined by the General  
8 Manager or designee. "FLSA Exempt unit members" are defined  
9 pursuant to the provisions of the FLSA as Executive, Administrative  
10 and Professional unit members and will be determined on the basis of  
11 actual duties performed.

12 E. In the event that an FLSA-Exempt unit member is  
13 entitled to overtime under special circumstances, and elects to  
14 credit that time to a compensation time bank, compensation time  
15 earned during the fiscal year must be used by June 15 of that fiscal  
16 year. Any unused balance in the compensation time bank will be paid  
17 out in the last payroll period of June of that fiscal year.

18 3.3 Shift Differential:

19 Unit members who are required to work swing or graveyard shifts  
20 will be paid a shift differential in addition to their base salary,  
21 and calculated using an hourly rate, at the following rates:

22 Swing Shift \$ 1.75 per hour

23 Graveyard Shift \$ 2.00 per hour

24 The unit member must be physically at work for at least four  
25 (4) hours of the shift to receive the shift differential.

26 3.4 Bilingual Pay:

27 A. Unit members who are in customer service-oriented  
28 positions and who meet the certification requirements as developed

1 by the City of San Bernardino Human Resources Department are  
2 eligible to receive bilingual pay of fifty cents (\$0.50) per hour  
3 added to their base salary.

4 B. The Director will recommend the job classification(s)  
5 that may be administered the bilingual test and receive the  
6 bilingual pay, if certified. The General Manager, or designee, will  
7 approve all requests.

8 C. Bilingual pay is dependent on the position/assignment  
9 and the necessity to use this skill on a daily/hourly basis.  
10 Promotions, demotions, and/or transfers to positions that do not  
11 require bilingual skills on a daily/hourly basis will result in the  
12 loss of bilingual pay effective the date of the change in  
13 position/assignment.

#### 14 15 ARTICLE IV - HOURS

##### 16 4.1 Regular Duty Hours:

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

##### 21 4.2 Donning and Doffing:

22 Unit members will perform their duties as assigned by the  
23 Department during their hours of work. Performance of duties does  
24 not include changing clothing, showering, or other personal clean up  
25 at the beginning or prior to the conclusion of the work shift, or  
26 other activities which are not assigned by the Department, except in  
27 situations where a supervisor determines that a shower and/or change  
28 of uniforms is necessary for the health or safety of the unit

1 member.

2 4.3 Assignment of Overtime:

3 The Department reserves the right to assign duty hours beyond  
4 the regular workweek according to operational needs. The selection  
5 of unit members to perform overtime duties shall be made by the  
6 Department.

7 4.4 On-Call Status:

8 The Department may place any unit member on "on-call" status in  
9 accordance with the Department's needs. For purposes of this  
10 section, the term "on-call" means the unit member must be available  
11 for contact by telephone, and/or radio and be able to report within  
12 thirty (30) minutes after notification. An "on-call" period will  
13 commence on Sunday at twelve o'clock midnight (12:00 a.m.) and end  
14 on twelve o'clock midnight (12:00 a.m.) of the following Sunday.  
15 Participating unit members will be compensated sixteen (16) hours at  
16 their regular hourly rate for each "on-call" period of duty. A unit  
17 member may elect to take time off at his/her regular hourly rate of  
18 pay in lieu of payment. If the unit member elects to take time off  
19 rather than pay, he/she must schedule the time off within the  
20 following pay period, and the schedule must be approved by the unit  
21 member's supervisor. When a unit member is required to physically  
22 respond to a call, he/she will be compensated at his/her regular  
23 hourly rate commencing from the time that the call was received and  
24 ending at the time of return to his/her place of residence, but in  
25 no instance shall receive less than one (1) hour for that call.

26 / / / / /

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1 C. An FLSA Exempt unit member required to be physically at work  
2 as a part of the regularly assigned work period on the holidays  
3 designated as Thanksgiving, Christmas, July 4<sup>th</sup> or New Year's Day  
4 will receive payment for the designated holiday and payment for all  
5 or any portion of the holiday actually worked at their regular  
6 hourly rate of pay.

7 The unit member may elect to receive payment at his/her regular  
8 hourly rate of pay for all or any portion of the holiday actually  
9 worked, and a day off at his/her regular hourly rate of pay. The  
10 day off must be scheduled according to seniority and within the next  
11 pay period. This schedule must meet with the approval of the unit  
12 member's supervisor.

13 D. A unit member in a non-pay status the day before or the day  
14 after a designated holiday will not be entitled to holiday  
15 compensation.

16 E. If the Department closes operations on a unit member's  
17 scheduled work day and the unit member is precluded by the  
18 Department from reporting to work, thereby causing the unit member  
19 to be in a non-pay status the day before or the day after a  
20 designated holiday, the unit member shall be entitled to holiday pay  
21 for the day so designated.

22 F. If a designated holiday falls on a unit member's scheduled  
23 9/80 or 4/10 day off, the unit member's holiday bank will be  
24 credited with eight (8) hours for each designated holiday that falls  
25 on the unit member's 9/80 or 4/10 day off.

26 G. These are Department designated holidays:

27 Independence Day	July 4 <sup>th</sup>
28 Labor Day	First Monday in September

1	Veteran's Day	November 11 <sup>th</sup>
2	Thanksgiving Day	Fourth Thursday in November
3	Day after Thanksgiving	Fourth Friday in November
4	Christmas Eve	December 24 <sup>th</sup>
5	Christmas Day	December 25 <sup>th</sup>
6	New Year's Eve	December 31 <sup>st</sup>
7	New Year's Day	January 1 <sup>st</sup>
8	Martin Luther King Day	Third Monday in January
9	President's Day	Third Monday in February
10	Memorial Day	Last Monday in May

11        If Christmas Day falls on a Monday, Christmas Day and Christmas  
12 Eve holidays will be observed on Monday and Tuesday. If New Year's  
13 Day falls on a Monday, New Year's Day and New Year's Eve will be  
14 observed on Monday and Tuesday.

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

19 If a designated holiday falls on a Sunday, it will be observed on  
20 the following Monday. If a designated holiday falls on a Saturday,  
21 it will be observed on the preceding Friday.

22        H. Each unit member will have a holiday bank. At the beginning  
23 of the Department's fiscal year, which is currently July 1, each  
24 unit member will be credited with twenty-seven (27) hours of holiday  
25 leave. Additionally, the unit member will be paid for eight (8)  
26 hours at his/her regular hourly rate of pay for each designated  
27 holiday.

28 / / / / /



1 In addition to these hours, a unit member may also add-in hours  
2 accumulated pursuant to Sections 5.1A, B and C.

3 I. Each unit member may, in his/her holiday bank, carry over a  
4 maximum of eighteen (18) holiday hours from one fiscal year to the  
5 next.

6 J. Holiday accruals up to eighteen (18) hours are eligible for  
7 cash out on termination of employment or retirement.

8 K. Holiday leave may be taken with the unit member's  
9 supervisor's approval.

10 L. The Department reserves the right to assign work on any of  
11 the holidays designated above, provided that any unit member  
12 required to work on a holiday shall be paid in accordance with the  
13 terms of this MOU.

14 M. A unit member may take holiday leave in increments of  
15 fifteen (15) minutes.

16 5.2 Administrative Leave:

17 FLSA-Exempt unit members will be granted forty-eight (48) hours  
18 administrative leave at the beginning of the Department's fiscal  
19 year, which is currently July 1. Unit members may not carry forward  
20 any administrative leave balance from one fiscal year to the next.  
21 Administrative leave will be prorated for new unit members.  
22 Administrative leave may be taken with supervisor's approval. A  
23 unit member may take administrative leave in increments of fifteen  
24 (15) minutes.

25 5.3 Sick Leave:

26 A. Sick leave is defined as, and leave will be granted  
27 for the following reasons **only:** (i) a unit member's illness or  
28 injury, medical or dental appointments, physical therapy

1 appointments, and any other medically-related treatment supported by  
2 documentation of the necessity for treatment, subject to CA Labor  
3 Code 233 provisions; (ii) the illness or injury of a child (natural,  
4 step-, grand, foster or in loco parentis), the child's medical or  
5 dental appointments, physical therapy appointments and any other  
6 medically-related treatment supported by documentation of the  
7 necessity for treatment, subject to CA Labor Code 233 provisions;  
8 (iii) the illness or injury of a spouse or domestic partner, the  
9 spouse or partner's medical or dental appointments, physical therapy  
10 appointments and any other medically-related treatment supported by  
11 documentation of the necessity for treatment, subject to CA Labor  
12 Code 233 provisions; (iv) the illness or injury of a parent  
13 (natural, step-, grand, foster, in-law, or in loco parentis), the  
14 parent's medical or dental appointments, physical therapy  
15 appointments and any other medically-related treatment supported by  
16 documentation of the necessity for treatment, subject to CA Labor  
17 Code 233 provisions; (v) the illness or injury of a sibling (natural  
18 or step), the siblings medical or dental appointments, physical  
19 therapy appointments, and any other medically-related treatment  
20 supported by documentation of the necessity for treatment, subject  
21 to CA Labor Code 233 provisions; (vi) a unit member's injury  
22 resulting from domestic violence, sexual assault, or stalking to  
23 obtain psychological counseling, obtain services from a domestic  
24 violence shelter, program, or rape crisis center, to participate in  
25 safety planning or take other actions to increase safety related to  
26 an experience of domestic violence, sexual assault, or stalking,  
27 with appropriate documentation.

28 B. Leave that places the unit member in Family Medical

1 Leave Act (FMLA), Pregnancy Disability Leave (PDL), or California  
2 Family Rights Act (CFRA) status will be administered in accordance  
3 with those laws and the Department's policy.

4 C. On completion of ninety (90) days of continuous,  
5 full-time employment, a unit member will be credited with sick leave  
6 accrued at a rate of 3.69 hours per pay period.

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

13 E. Authorized vacation, sick leave, holidays, FMLA time,  
14 or for the duration of a compensated disability leave resulting from  
15 a work-related injury or other compensated time off shall be  
16 considered as time worked for the purpose of computing accrued sick  
17 leave. Unit members shall not accrue sick leave during the period  
18 of an authorized leave of absence without pay [this MOU, Section 5.7  
19 Leave of Absence (non-FMLA)].

20 F. Sick leave under this Article taken on account of a  
21 child, spouse, domestic partner, or parent is limited to a  
22 cumulative total of eighty (80) hours per calendar year.

23 G. Sick leave under this Article taken on account of a  
24 sibling in a calendar year is limited to one-half of the employee's  
25 annual accrual (48 hours).

26 H. In order to receive sick leave compensation, the unit  
27 member must notify his/her supervisor prior to or within thirty (30)  
28 minutes after the time set for the beginning of a workday. In case

1 of an accident or emergency, the unit member or his/her  
2 representative should contact the immediate supervisor at the  
3 earliest possible time and explain the circumstances requiring the  
4 unit member's absence. For medical or dental appointments, the unit  
5 member shall complete a Time Off Request Form or enter a time off  
6 request in the timekeeping system, as prescribed by the unit  
7 member's division, and submit the request to his/her supervisor for  
8 approval in order to make every attempt to provide the maximum  
9 amount of advance notice of the appointment possible. The Department  
10 reserves the right to request substantiation of any appointment,  
11 subject to CA Labor Code 233 provisions.

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

20 J. Sick leave abuse will be a subjective assessment made  
21 by the unit member's supervisor based on excessive sick leave usage  
22 and/or usage in conjunction with holidays, days off, vacations,  
23 weekends, 9/80 or 4/10 days, or other types of usage patterns, or  
24 failure to provide requested documentation to substantiate an  
25 absence, subject to CA Labor Code 233 provisions. Other than sick  
26 leave abuse, no reference will be made to, or penalty assessed  
27 against, a unit member who uses sick leave, including in unit member  
28 evaluations.

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

7 L. The Department agrees that on resignation of a unit  
8 member with five (5) years of service in the mid-management unit and  
9 a minimum of four hundred eighty (480) hours of accrued sick leave,  
10 twenty-five percent (25%) of accrued sick leave will be paid to the  
11 unit member. No accrued sick leave will be paid to a unit member  
12 terminated by the Department or whose resignation is accepted with  
13 prejudice.

14 M. The Department agrees that on retirement with a  
15 minimum of twelve (12) years of service at age fifty-five (55) or  
16 older or death of a unit member, fifty percent (50%) of accrued sick  
17 leave will be paid to the unit member or the unit member's  
18 beneficiary. Payment for unused sick leave shall be made, provided  
19 that in no event shall such compensation exceed one hundred and  
20 forty-four (144) working days of such leave.

21 N. Sick leave may be used in increments of fifteen (15)  
22 minutes.

23 O. Sick leave may be used to supplement designated and  
24 floating holidays. Sick leave used as Holiday Supplement will not be  
25 accounted in the twenty-seven (27) hours (refer to Section 5.3K) for  
26 the purposes of obtaining the eight (8) hour vacation leave bonus or  
27 the forty (40) hours (refer to Section 5.3P) for the voluntary sick  
28 leave sell-back program. See Section 5.13 for further information

1 about evaluations and sick leave as holiday supplement.

2 P. Unit members who have used forty (40) hours or less  
3 of sick leave in the previous twenty-six (26) pay periods may be  
4 eligible to "sell-back" up to fifty (50) hours of accrued sick  
5 leave, provided that the unit member maintains a minimum balance of  
6 at least one hundred-sixty (160) hours in their sick leave bank  
7 after the "sale" and submit the appropriate request form. Once a  
8 payout of sick leave sell-back is made, the unit member must wait at  
9 least twenty-six (26) pay periods to make another request. Sick  
10 leave hours cashed out by participation in this voluntary sick leave  
11 sell-back program will not count toward the twenty-seven (27) hour  
12 limit for purposes of the eight (8) hour vacation bonus (refer to  
13 Section 5.3K).

14 Q. 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 eight (8) hours of sick leave at their current rate of pay per pay  
18 period.

19 Sick leave hours paid out under the 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 5.3K) or the forty (40) hour requirement for the voluntary sick  
23 leave sell-back program (refer to Section 5.3P).

24 Payout of accrued sick leave upon resignation and retirement  
25 will be processed in accordance with Sections 5.2L and 5.2M.

26 5.4 Bereavement Leave:

27 Upon request, a unit member shall be granted up to twenty-seven  
28 (27) hours of bereavement leave for the death of an immediate family

1 member. An immediate family member is defined as: spouse, domestic  
2 partner, son, step-son, daughter, step-daughter, grandmother,  
3 grandfather, grandparent-in-law, grandchild, mother, step-mother,  
4 father, step-father, sister, step-sister, brother, step-brother,  
5 mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-  
6 law, daughter-in-law, and step in-laws. Additional days for  
7 bereavement may be used and charged to the unit member's vacation or  
8 administrative leave banks.

9 5.5 Workers' Compensation Leave:

10 If a unit member sustains an injury during the course of  
11 his/her work performance which results in that unit member's absence  
12 from work, compensation shall be provided in accordance with the  
13 Worker's Compensation Insurance and Safety Act of California.

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

27 5.6 Vacation Leave:

28 A. Full-time unit members shall accumulate vacation

1 leave in accordance with the following schedule:

2 UPON		BIWEEKLY	MAXIMUM
3 COMPLETION	HOURS	ACCRUAL	ACCRUAL (C)
4 OF YEARS	PER YEAR	RATE (HOURS)	LIMIT (HOURS)
5 1 - 4	80	3.08	240
6 5 - 9	120	4.62	360
7 10*	160	4.62	360
8 11	128	4.92	384
9 12	136	5.23	408
10 13	144	5.54	432
11 14	152	5.85	456
12 15 - 19	160	6.15	480
13 20+ (B)	200	7.69	600

14 \*An additional forty (40) hours of vacation time is earned at the  
15 ten (10) year anniversary and is not subject to doubling.

16 B. Unit members hired on or after April 6, 1992 shall  
17 accrue a maximum of one hundred sixty (160) hours per year.

18 C. Vacation accrual may not accumulate beyond a maximum of  
19 three (3) years. Any vacation taken during any one (1) year may be  
20 the maximum of two (2) years' accrual, and may not be taken jointly  
21 with the vacation of the preceding or subsequent years. A period of  
22 at least three (3) months must elapse between the expiration of the  
23 accrued, combined vacations and any subsequent vacation. The  
24 assignment and/or requests for vacation will be subject to the  
25 approval of the Division Director or his/her designee and based on  
26 seniority.

27 D. Unit members shall have the option of receiving payment  
28 at their regular rate of pay for eighty (80) hours of their vacation  
time once every thirteen (13) pay periods, provided that they have  
accumulated a minimum of three (3) weeks of vacation accrual. Sell-  
back of vacation accruals must take place in forty (40) hour  
increments.

E. If an authorized holiday occurs within a unit member's  
vacation period, that unit member will not be charged vacation time



1 for that holiday.

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

9 G. 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 leave, holidays, or other  
13 compensated time off shall be considered as time worked for the  
14 purpose of computing accrued vacation. Unit members will not accrue  
15 vacation leave during the period of an authorized leave of absence  
16 without pay, for the duration of unpaid leave taken under the FMLA,  
17 PDL and/or CFRA, for the duration of a compensated disability leave  
18 under workers' compensation, or for the duration of leave with paid  
19 disability benefits through the insurance provided per Section 6.2.

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

28 / / / / /

1           5.7 Leave of Absence (non-FMLA):

2           Under certain circumstances (and when not otherwise eligible  
3 for FMLA, PDL, or CFRA leave), a unit member may be granted leave of  
4 absence without pay. In order to receive consideration of leave of  
5 absence without pay, a written request must be submitted to the unit  
6 member's Division Director or Human Resources stating the specific  
7 reasons for the leave of absence and the proposed duration of the  
8 leave of absence. This request will be submitted to the Water Board  
9 for consideration. If the Board grants the leave of absence, the  
10 unit member may remain absent from work in a non-pay status for the  
11 approved period of time. An extension to an approved leave of  
12 absence without pay must be submitted to the Division Director or  
13 Human Resources at least two (2) weeks before expiration of the  
14 prior leave period.

15           During an authorized leave of absence under this subsection,  
16 vacation, sick leave, and retirement credits will not accrue and the  
17 unit member's "anniversary date" will change to reflect the leave of  
18 absence. Upon the unit member's return to service, the accrual of  
19 vacation, sick leave and retirement accruals will resume. The unit  
20 member will not be eligible to participate in Department sponsored  
21 medical, dental, vision, or live insurance plans for the duration of  
22 this leave and will be offered COBRA continuation coverage for  
23 medical, dental, and vision. The unit member will be responsible for  
24 payment of premiums for any coverage elected through COBRA. The  
25 unit member may continue life insurance policies during the period  
26 of leave of absence by contacting the current provider and will be  
27 responsible for payment of premiums to the provider.

28 / / / / /

1           5.8 Military Duty:

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

5           5.9 Time Off for Association Activities:

6           The Department may grant officers of the Association time off  
7 with pay from their regularly assigned duties to attend seminars,  
8 handle grievances, or other such meetings related to labor relations  
9 matters on reasonable notice to the General Manager or his designee.  
10 The notice must include the time of such meetings and names and  
11 Association position held of the attending unit members. Approval  
12 by the General Manager or his designee will be on a situational  
13 basis.

14           5.10 Jury Duty:

15           A. Every unit member of the Department who is officially  
16 called to serve as a court trial or grand juror shall be entitled to  
17 be absent from their duties, as implemented in accordance with this  
18 section, during the period of such jury duty.

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

27           C. If a unit member's work period is other than a  
28 regular daytime period and that unit member has served in excess of

1 six (6) hours jury duty during the day prior to the commencement of  
2 the work period, that unit member shall not be required to report  
3 for work at the commencement of his/her regularly scheduled work  
4 period. If the unit member has served less than six (6) hours jury  
5 duty, he/she shall report for work at the scheduled time.

6 D. If jury duty is at a location other than San  
7 Bernardino Superior Court, San Bernardino, the Director, General  
8 Manager or designee may approve an adjustment based on the location  
9 of jury service.

10 E. When called for jury duty, the unit member shall  
11 promptly notify his/her immediate supervisor of the possibility for  
12 absence from work. If a unit member fails to promptly report  
13 notification of jury duty, or is absent without proper notification,  
14 the unit member may be considered absent without leave, in a non-pay  
15 status.

16 F. While serving on jury duty, a unit member will be  
17 compensated at his/her regular rate of pay, provided that all fees  
18 paid to the unit member for jury duty are surrendered to the  
19 Department. Mileage and meal reimbursements from the court are  
20 exempt from this requirement.

21 5.11 Leave for Child Related Activities:

22 A unit member who is the parent or legal guardian of one or  
23 more children of the age to attend kindergarten or grades 1 through  
24 12, or of a child attending a licensed day care facility, may be  
25 granted up to forty (40) hours (a maximum of eight (8) hours per  
26 month) of time off to participate in activities of the school or  
27 licensed day care facility, or for emergencies (e.g., closure of or  
28 unexpected unavailability of the school or childcare provider, or

1 planned absence, with reasonable notice and appropriate  
2 documentation, to find, enroll or re-enroll a child in school or  
3 with a licensed childcare provider, for requests to pick up a child  
4 for behavior/discipline issues, or due to natural disasters. The  
5 unit member may use accrued vacation, holiday, or comp time, in that  
6 order. Time off without pay may be approved if accrued leave has  
7 been exhausted. If both parents are employed at the same worksite,  
8 only the parent who first gives notice for the same event is eligible  
9 for time off.

10 5.12 Leave for Victims of Domestic Violence, Sexual Assault, or  
11 Stalking:

12 A unit member who is a victim of domestic violence, sexual  
13 assault, or stalking may request leave for non-medical reasons such  
14 as to obtain a Temporary Restraining Order (TRO), obtain a  
15 Restraining Order (RO), obtain other court assistance, and/or to  
16 testify in court.

17 Unit members must provide reasonable advance notice, if foreseeable,  
18 or as soon as practicable under the circumstances. Unit members may  
19 utilize accrued vacation, holiday, and comp time, in that order.  
20 Time off without pay may be approved if accrued leave has been  
21 exhausted.

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

25 5.13 Unit Member Evaluations:

26 Any leave, with the exception of leave taken under the FMLA,  
27 PDL, CFRA, Uniformed Services Employment and Reemployment Rights Act  
28 (USERRA), leave for child related activities, leave for victims of

1 domestic violence, sexual assault, or stalking, vacation leave,  
2 administrative leave, holiday leave, and holiday supplemental, will  
3 be taken into account by a unit member's supervisor in evaluating  
4 the unit member's performance. The supervisor, the Director, and  
5 the Department may exercise ultimate discretion in determining  
6 whether these leave usages have adversely affected a unit member's  
7 performance, subject to the analysis of whether sick leave use was  
8 abused.

9  
10 ARTICLE VI - BENEFITS

11 6.1 Group Insurance Plans:

12 A. The Department shall maintain a program of medical, dental,  
13 vision, life and accidental death and dismemberment in force for the  
14 benefit of all full-time, permanent unit members. The Department  
15 will continue to provide a choice by the unit member of a prepaid  
16 health care medical plan (HMO) or an indemnity-type group health  
17 plan. Unit members will have available to them amounts listed  
18 herein to utilize for Department approved benefit plans. Purchase  
19 of medical insurance for dependent(s) is required in order to have  
20 access to the Department's contribution for dependent(s).

21 B. The monthly Contribution rates paid by the Department  
22 effective January 1, 2018 are as follows:

23	Unit member Only	\$710
24	Unit member + 1 dependent	\$1,362
25	Unit member + 2 or more dependents	\$1,808

26  
27 C. Contribution rates to be used toward payment for Department  
28 provided benefit plans will be capped at the above amounts until

1 such time as they come into line with the contribution amounts for  
2 all other units. Once this occurs, the contribution amounts will be  
3 adjusted automatically every January 1 based on the new premiums  
4 provided to the Department. The Department will calculate the  
5 automatic adjustment as follows:

6           1. The Department will calculate the contribution  
7 rate adjustment by taking the increases, if any, to both the Kaiser  
8 HMO plan premium and the other Department sponsored HMO plan premium  
9 and adding those increases together. That number will then be  
10 divided by 2, to obtain the average premium increase. If the  
11 average HMO premium increase is 10% or greater, the contribution  
12 rates will be increased by 10%. If the average HMO premium increase  
13 is less than 10%, the contribution rates will be increased by the  
14 actual percentage of the average HMO premium increase, up to 10%.  
15 In the event that the average HMO premium increase is 0, or the new  
16 HMO premiums result in a net decrease when added together, there  
17 will be no adjustment to the contribution rates for that year. Unit  
18 members will be responsible for paying any premium amounts over the  
19 established contribution rates.

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

24           D. Cafeteria monies may be re-designated or a change of plans  
25 may be made annually during the open enrollment period only. Plan  
26 additions and drops are permitted during open enrollment only,  
27 except for eligible family status changes in accordance with the  
28 contract between the insurance provider(s), City of San Bernardino

1 Municipal Water Department, and Internal Revenue Service (IRS)  
2 regulations (birth, adoption, divorce, involuntary loss of coverage,  
3 death, maximum age of child, etc).

4 E. Unit members who are on an approved leave of absence  
5 pursuant to FMLA and/or CFRA and are in a non-pay status will  
6 continue to receive the benefits of this section in accordance with  
7 applicable law. If an employee is no longer eligible for health  
8 plan coverage and, therefore, the medical contribution, the employee  
9 will have the option of enrolling in COBRA continuation coverage.

10 F. It is incumbent upon the unit member to complete the  
11 appropriate plan enrollment form(s), available from the Department,  
12 or enroll online as applicable, in order to receive benefits.  
13 Enrollment forms completed, or enrollment(s) completed online, as  
14 applicable, will be processed with the payroll for full-month  
15 implementation only. Unit members who do not enroll in the  
16 cafeteria plan will not receive the benefit of same.

17 G. Cafeteria options shall include a cash contribution to the  
18 unit member in lieu of a medical plan for those unit members showing  
19 proof of coverage by another medical insurance plan. Unit members  
20 who waive Department sponsored medical coverage must show proof of  
21 other group medical coverage each plan year. Proof of coverage  
22 includes a certified medical/health plan enrollment form from  
23 another employer, or a health care provider document showing a  
24 medical plan number and proof of insurance for the unit member and  
25 others.

26 H. The amount of the cash contribution shall be \$200 monthly  
27 for all unit members who opt-out. Any dental, vision or  
28 supplemental coverage will be deducted from this amount.



1 I. Any funds left over after covering medical, dental and  
2 vision insurances can be used for additional life or AD&D insurance  
3 or treated as income. Any monies remaining after participating in a  
4 medical plan and any other health and welfare benefit plans will be  
5 considered as 1) Taxable Income on your paycheck, 2) listed as extra  
6 income on your paycheck stub, and 3) will appear on your W-2 Form  
7 for Income Tax Filing purposes.

8 6.2 Life Insurance:

9 The Department shall maintain in full force and effect term  
10 life insurance coverage on full-time unit members in the amount of  
11 fifty thousand dollars (\$50,000).

12 6.3 Accidental Death and Dismemberment (AD&D) Insurance:

13 The Department shall maintain in full force and effect term  
14 life insurance coverage on unit members in the amount of twenty-five  
15 thousand dollars (\$25,000).

16 6.4 Health Coverage - Retirement:

17 A. Unit members who retire may continue to participate  
18 in the medical plan, as outlined in Section 6.1A, provided the unit  
19 member makes the arrangements for premiums to be paid through the  
20 retirement program. This benefit is dependent upon the continued  
21 approval of the insurance carrier. In the event that the Department  
22 re-enters the California Public Employee Retirement System (PERS)  
23 provided pursuant to the State Employees' Medical and Hospital Care  
24 Act, the Department agrees to pay the then-applicable monthly  
25 minimum contribution rate established by the contract between the  
26 City/Department and PERS.

27 B. When a unit member retires with a minimum of twelve  
28 (12) years of service with the Department and is at least age fifty-

1 five (55) at the time of retirement, and enrolls in a Department  
2 sponsored medical plan, the Department agrees to pay a monthly  
3 contribution to be calculated as outlined in Section 6.1C. The  
4 monthly contribution amount effective January 1, 2018 is up to  
5 \$1,189. Increases to the base contribution rates will be implemented  
6 in accordance with this MOU, Section 6.1C. Retirees will be  
7 responsible for paying any premium amounts over the established  
8 maximum contribution amount.

9           If a retired unit member dies, and a spouse was otherwise  
10 eligible for the monthly contribution (i.e., the retired unit member  
11 was eligible at retirement and the retired unit member and spouse  
12 participated in a health plan through the Department), the spouse  
13 will continue to receive a monthly contribution up to the maximum  
14 monthly contribution for their medical coverage premiums, provided  
15 the spouse does not remarry and remains in the Department's health  
16 plan.

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

27           C. The provision of retirement at age fifty-five (55)  
28 took effect on April 1, 1988. Any unit member who retired prior to

1 April 1, 1988 must have attained the age of sixty (60). Department  
2 contributions for eligible retirees over age sixty-five (65) at the  
3 time of retirement took effect April 1, 1990 for qualified unit  
4 members who retired after April 1, 1990.

5 Department contributions for eligible retirees over age  
6 sixty-five (65) who do not qualify for Medicare took effect for  
7 qualified unit members who retired after April 5, 1992. Unit  
8 members must show proof of application to Social Security and a  
9 written decision regarding their qualification for Medicare prior to  
10 their retirement date.

11 6.5 Personal Safety Items:

12 A. Safety Shoes:

13 Upon supervisor and Safety Section approval, unit  
14 members who require steel toe, non-skid safety shoes to be worn  
15 during the performance of their duties, will be reimbursed in an  
16 amount equal to one hundred percent (100%) of the purchase price of  
17 such shoes up to two hundred dollars (\$200) per calendar year,  
18 provided that the unit member presents a proper purchase receipt  
19 approved by his/her Division Director. The cost of items related to  
20 the care of safety shoes may also be reimbursed (i.e. shoe sealant,  
21 laces, inserts, etc.) with approval of the Safety section.  
22 Individual reimbursement requests must total \$25 or more. Any  
23 request for reimbursement of less than \$25 must be approved by the  
24 Director of Finance.

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

28 / / / / /

1                   B. Prescription Safety Glasses or Computer Glasses:

2                   Upon supervisor and Safety section approval, the  
3 Department agrees to reimburse the purchase of prescription safety  
4 glasses or computer glasses for those unit members working in  
5 classifications/ work assignments designated by the section  
6 supervisor and the Safety Manager to require such glasses.  
7 Reimbursement for the purchase of safety glasses or computer glasses  
8 shall be limited to one (1) pair every two (2) years, or upon  
9 Department approval, when a unit member's optometrist deems it  
10 necessary. The Department will reimburse for the cost of the glasses  
11 with required prescription and base frame up to \$250, provided that  
12 the unit member presents a proper purchase receipt approved by the  
13 Division Director or Deputy General Manager. Any upgrade to the  
14 glasses that is non-prescription or non-work related will be at the  
15 cost of the employee.

16                 6.6 Uniforms:

17                 Designated unit members will be issued uniforms in accordance  
18 with Policy 70.010, currently eleven (11) sets of Department-  
19 approved uniforms.

20                 6.7 Long Term Disability (LTD):

21                 The Department agrees to provide a fully paid long-term  
22 disability plan for extended illness or disability for all eligible  
23 unit members. The plan will provide a sixty-seven percent (67%) of  
24 salary benefit, until age sixty-five (65), with a minimum ninety  
25 (90) day waiting period, or until all sick leave is utilized at the  
26 option of the unit member prior to start of payments. Unit members  
27 may supplement the remaining 33% of regular pay with accrued leave  
28 balances in the following order: sick leave, vacation leave, holiday

1 leave, administrative leave, and comp time. The LTD plan covers the  
2 unit member's own covered illness/injury only.

3 6.8 Short-Term Disability Insurance:

4 The Department agrees to provide a fully paid Short-Term  
5 Disability (STD) plan for extended illness or disability for all  
6 eligible unit members. The plan will provide sixty-six percent  
7 (66%) of salary benefit beginning on the 15<sup>th</sup> calendar day of covered  
8 illness. Unit members may supplement the remaining 34% of regular  
9 salary with accrued leave balances in the following order: sick  
10 leave, vacation leave, holiday leave, administrative leave, and comp  
11 time. The STD plan covers the unit member's own covered  
12 illness/injury only.

13 6.9 Certification and Examination

14 A. Certificates:

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

27 Upon a unit member's successful completion of  
28 probation, the Department agrees to pay renewal fees for the above

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

9 B. Certification Examinations:

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

16 6.10 Mileage Allowance:

17 Effective November 1, 1995, unit members who are required to  
18 drive their personal vehicle in the performance of work duties will  
19 receive a mileage allowance to be reimbursed at the prevailing IRS  
20 allowance rate per mile for authorized Department travel.

21 6.11 Education Tuition Assistance:

22 Section 1. Purpose

23 A. To encourage the unit members of the Water Department  
24 to take college courses and special training courses, which will  
25 better, enable them to perform their present duties and prepare them  
26 for increased responsibilities.

27 B. To provide financial assistance to eligible unit  
28 members for education and training.

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

3 D. To provide for continuing education for the purpose  
4 of obtaining mandated certificates.

5 Section 2. Eligibility

6 A. Applications for tuition or continuing education  
7 reimbursement will be considered only from full-time, permanent,  
8 unit members who have completed probation.

9 B. Reimbursement is not authorized for courses for which  
10 the unit member is receiving financial assistance from other sources  
11 such as the GI Bill, Scholarships, etc.

12 C. Applications will be approved only for courses  
13 directly related to the unit member's job or directly related to a  
14 promotional position in the unit member's occupational specialty.

15 D. Courses not ostensibly related to the unit member's  
16 job, but which are required to qualify for a degree that is directly  
17 related to his/her job may be reimbursable only after all required  
18 occupationally-related courses have been completed.

19 E. Prior to receiving tuition reimbursement, unit  
20 members must submit documentary proof of having received a grade of  
21 not less than "C" for the course. If objective ratings are not  
22 rendered for a specific course, then a certificate or other  
23 applicable documentation of successful completion must be submitted.

24 F. Approval will be limited to courses given by  
25 accredited colleges, universities, or city colleges. Workshops,  
26 seminars, conferences and similar activities not identifiable as a  
27 formal course of instruction or continuing education do not fall  
28 within the purview of this program, but may be authorized and funded

1 by the interested Division upon approval of the Deputy General  
2 Manager.

3 G. When a unit member is required by his/her Division  
4 Director to attend a particular course or seminar, the expense shall  
5 be borne entirely by the Department.

### 6 Section 3. Reimbursement

7 A. Reimbursement will be for the cost of tuition or  
8 registration fees and the required texts and related material for  
9 each course. Additional expenses such as meals and parking fees are  
10 not reimbursable.

11 B. Copies of receipts of required materials purchased  
12 must be submitted for reimbursement.

13 C. Seventy-five percent (75%) of tuition or registration  
14 fees and the required text and related material for each course are  
15 reimbursable up to a maximum of \$2,400 per calendar year. To  
16 maximize this benefit, a unit member will need to have a total of  
17 \$3,200 in eligible expenses.

### 18 Section 4. Procedures

19 A. A unit member who desires to seek tuition  
20 reimbursement under the provisions of this Article must complete,  
21 the application form prescribed by the Department and submit it to  
22 his/her Division Director for advance approval.

23 B. The Division Director will recommend approval or  
24 disapproval and forward the application form to Human Resources to  
25 obtain approval from the Deputy General Manager.

26 C. One copy will be returned to the unit member. Unit  
27 member must complete the approval process prior to the inception of  
28 the course or class.



1 D. The unit member will submit a copy of the approved  
2 application to Human Resources for reimbursement within three (3)  
3 months after completion of the course and final grade has been  
4 received in the case of college course work. The unit member must  
5 submit official verification of his/her final grade with appropriate  
6 receipts for tuition and textbook costs. These will be returned to  
7 the unit member upon request. Approved applications not submitted  
8 to Human Resources within three (3) months following completion of  
9 the course will not be reimbursed.

10 6.12 Public Employees Retirement System:

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

13 Classic CalPERS Members:

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

20 Tier B: 2% @ 55 Benefit Formula for employees hired on or  
21 after October 4, 2011, and thereafter, who do not meet the  
22 definition of a "new member" as determined by CalPERS. The current  
23 established Employee Contribution for this formula is 7%. Final  
24 compensation retirement calculation shall be based upon the  
25 employee's single highest year of compensation earnable as provided  
26 under Section 20042 of the California Government Code.

27 / / / / /

28 / / / / /

1           PEPRA Members:

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

9           Classic Member Cost Sharing:

10           Unit members who are Classic CalPERS members will share the  
11 "Normal Cost" with the Department as follows:

12                   Tier A Employees (2.7 @ 55):

13           Beginning July 1, 2018 employees shall pay the employee's  
14 share of the retirement contribution, 8% of their salary, plus an  
15 additional 1% of their salary toward the "Normal Cost", for a total  
16 contribution of 9% of salary.

17           Beginning July 1, 2019 employees shall pay the employee's  
18 share of the retirement contribution, 8% of their salary, plus an  
19 additional 2% of their salary toward the "Normal Cost", for a total  
20 contribution of 10% of salary.

21           Beginning July 1, 2020 employees shall pay the employee's  
22 share of the retirement contribution, 8% of their salary, plus an  
23 additional 3% of their salary toward the "Normal Cost", for a total  
24 contribution of 11% of salary.

25           Beginning July 1, 2021 employees shall pay the employee's  
26 share of the retirement contribution, 8% of their salary, plus an  
27 additional 4% of their salary toward the "Normal Cost" for a total  
28 contribution of 12% of salary.

1           Beginning July 1, 2022 employees shall pay the employee's  
2 share of the retirement contribution, 8% of their salary, plus an  
3 additional 5% of their salary toward the "Normal Cost", for a total  
4 contribution of 13% of salary.

5           Tier B Employees (2.0 @ 55):

6           Beginning July 1, 2018 employees shall pay the employee's  
7 share of the retirement contribution, 7% of their salary, plus an  
8 additional 1% of their salary toward the "Normal Cost", for a total  
9 contribution of 8% of salary.

10           Beginning July 1, 2019 employees shall pay the employee's  
11 share of the retirement contribution, 7% of their salary, plus an  
12 additional 2% of their salary toward the "Normal Cost", for a total  
13 contribution of 9% of salary.

14           Beginning July 1, 2020 employees shall pay the employee's  
15 share of the retirement contribution, 7% of their salary, plus an  
16 additional 3% of their salary toward the "Normal Cost", for a total  
17 contribution of 10% of salary.

18           Beginning July 1, 2021 employees shall pay the employee's  
19 share of the retirement contribution, 7% of their salary, plus an  
20 additional 4% of their salary toward the "Normal Cost", for a total  
21 contribution of 11% of salary.

22           Beginning Jul 1, 2022 employees shall pay the employee's  
23 share of the retirement contribution, 7% of their salary, plus an  
24 additional 5% of their salary toward the "Normal Cost", for a total  
25 contribution of 12% of salary.

26           Newly hired employees who are "Classic Members" as determined  
27 by CalPERS will pay the cost sharing percentage in effect at the  
28 time of hire and follow the above percentage increases thereafter.

1 In the event that 50% of "Normal Cost" for "Classic Members" is  
2 reached prior to the expiration date of this MOU, the percentages  
3 will be adjusted accordingly. Further, in the event that CalPERS  
4 decreases the "Normal Cost" such that employees would be sharing  
5 more than 50% of "Normal Cost", the percentages paid by employees  
6 will be decreased accordingly. In no event will employees  
7 contribute more than 50% of "Normal Cost" as published by CalPERS.

8 The Department will provide the CALPERS Miscellaneous Plan of  
9 the City of San Bernardino Annual Valuation Report, which publishes  
10 "Normal Cost", to the Association president when issued, and to unit  
11 member upon request. This information can also be found on the  
12 CalPERS website at the following link:

13 [https://www.calpers.ca.gov/page/employers/actuarial-  
services/employer-contributions/public-agency-actuarial-valuation-  
reports](https://www.calpers.ca.gov/page/employers/actuarial-<br/>14 services/employer-contributions/public-agency-actuarial-valuation-<br/>15 reports)

16 Unit members who are "Classic Members" and withdraw their  
17 contributions from CalPERS in lieu of retirement will only be able  
18 to withdraw the employee share of the retirement contribution (8%  
19 for 2.7 % @ 55 and 7% for 2.0 @ 55).

20 Extension beyond the contract term shall not include additional  
21 contributions by "Classic Members" toward the "Normal Cost" unless  
22 mutually agreed to by both parties.

23 PEPRA Member Cost Sharing:

24 Tier C Employees (PEPRA - 2% @ 62)

25 Effective January 1, 2013, and thereafter, all Tier C  
26 employees shall pay the employee contribution as required by PEPRA,  
27 calculated at 50% of the employer "Normal Cost".

1 PEPRA Laws and Regulations Govern Member Classification

2 Determinations:

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

6 CalPERS Reportable Annual Compensation Limits:

7 The CalPERS reportable annual compensation limit for classic  
8 members for 2017 is \$270,000. Any compensation over this amount is  
9 not considered pensionable income. Employees with member dates  
10 prior to July 1, 1996 are not impacted by this limit.

11 The CalPERS reportable annual compensation limit for Non-Social  
12 Security new members for 2017 is \$142,530. Any compensation over  
13 this amount is not considered pensionable income.

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

18 6.13 Pre-Tax Child Care Incentive Program:

19 The Department shall provide for the administration of a Child  
20 Care Tax Incentive Program, as provided for by the Internal Revenue  
21 Code Section 129. The program shall provide an income tax benefit  
22 to those unit members paying for dependent care and shall be  
23 administered in accordance with Section 129.

24 6.14 Flexible Spending Account (FSA):

25 The Department shall provide for the administration of a  
26 medical FSA as provided for by IRC Section 125. This program shall  
27 provide an income tax benefit to those unit members paying out of  
28 pocket medical, dental, and/or vision expenses by allowing employees

1 to have monies deducted from their paycheck before taxes to pay for  
2 eligible expenses.

3       6.15 Deferred Compensation:

4       The Department will provide a 25% match to a unit member's  
5 deferred compensation up to \$50 per pay period. To maximize the  
6 benefit, a unit member would need to contribute at least \$200 per  
7 pay period to deferred compensation to receive the entire \$50  
8 Department match.

9       6.16 Separation:

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

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

23  
24                               ARTICLE VII - GRIEVANCE PROCEDURE

25       7.1 Grievance:

26       A "grievance" is an allegation by a grievant that he/she has  
27 been adversely affected by a violation, misinterpretation, or  
28 misapplication of the provisions of this MOU. Actions to challenge

1 or change the general policies of the Department as set forth in the  
2 rules and regulations or administrative regulations and procedures  
3 must be undertaken under separate legal processes.

4 Other matters for which a specific method of review is provided  
5 by law or by the administrative regulations and procedures of the  
6 Department are not within the scope of this procedure.

7 7.2 Grievant:

8 A "grievant" may be any unit member who files a grievance under  
9 this Article.

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/her behalf.

14 7.4 Days:

15 Reference to days regarding time periods in this procedure  
16 shall mean work days. A work day is defined as all weekdays not  
17 designated as holidays by State Law and/or Section 4.1.

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, setting forth the  
21 facts and the specific provisions of the MOU allegedly violated and  
22 the particular relief sought within ten (10) days after the date of  
23 the event giving rise to the grievance occurred. Failure to file  
24 any grievance within such period shall be deemed a waiver thereof.  
25 Failure to appeal a grievance from one level to another within the  
26 time periods hereafter provided shall also constitute a waiver of  
27 the grievance.

28 / / / / /

1           7.6 Failure by the Department's Representative to Issue a  
2 Decision:

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

9           7.7 Process

10          A. STEP 1:

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

15          B. STEP 2:

16          If the grievance is not resolved through the informal  
17 conference with the immediate supervisor, the unit member may file a  
18 grievance with his/her Division Director within the time prescribed  
19 in Section 8.5. The Division Director shall give his/her written  
20 decision to the grievant within ten (10) days after receipt of the  
21 grievance.

22          C. STEP 3:

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

28          / / / / /



1           D. STEP 4A:

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

8           E. STEP 4B:

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

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1 and all claims arising out of the dues deductions, including  
2 attorney fees and all administrative and court costs.

3  
4 ARTICLE IX - FULL UNDERSTANDING, MODIFICATION, WAIVER

5 9.1 This MOU sets forth the full and entire understanding of  
6 the parties regarding the matters set forth herein, and any other  
7 prior or existing understanding or agreements by the parties,  
8 whether formal or informal, regarding these matters are hereby  
9 superseded or terminated in their entirety. However, except as  
10 modified herein, existing Water Department employer employee  
11 relations policy, provisions, resolutions, policies, general  
12 instructions, rules and regulations shall continue in full force and  
13 effect except as amended by the Board.

14 9.2 It is agreed and understood that during the term of this  
15 MOU, each party hereto voluntarily and unqualifiedly waives its  
16 right to negotiate, and agrees that the other shall not be required  
17 to negotiate, with respect to those matters covered herein.

18 9.3 No agreement, alteration, understanding, variation,  
19 waiver, or modification of any of the terms or provisions contained  
20 herein shall in any manner be binding upon the parties hereto unless  
21 executed, in writing, by both parties hereto and approved and  
22 implemented by the Water Department's Board of Water Commissioners.

23 9.4 The waiver of any breach, term or condition of this MOU by  
24 either party shall not constitute a precedent in the future  
25 enforcement of all of its terms and provisions.

26  
27 ARTICLE X - DISCRIMINATION

28 10.1 There shall be no discrimination on the part of either the

1 Department or the Association because of the race, religious creed,  
2 (including religious dress and grooming practices), gender, gender  
3 expression, gender identity, color, national origin (including  
4 language use and undocumented immigrants who hold special "AB-60"  
5 driver's licenses), ancestry, genetic information, age (40 and  
6 above), sex (including pregnancy, childbirth, breastfeeding, and/or  
7 related medical conditions), marital status, disability (physical  
8 and mental, including HIV and AIDS), medical condition (genetic  
9 characteristics, cancer, or a record or history of cancer), sexual  
10 orientation, military or veteran status, or any other classification  
11 protected by law. This provision is intended to mirror the  
12 protected classes that are specified in Government Code Section  
13 12840, as subsequently amended.

14 10.2 This Article shall not be subject to the grievance  
15 procedure unless the alleged act of discrimination is without remedy  
16 under Federal, State or local law.

17 10.3 Whenever the masculine form of any word is used in  
18 this MOU, it also includes the feminine gender unless the context  
19 clearly indicates a contrary intent.

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ARTICLE XI - SAVINGS CLAUSE

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

CITY OF SAN BERNARDINO  
MUNICIPAL WATER DEPARTMENT

ASSOCIATION OF WATER DEPARTMENT  
MID-MANAGERS

By: Kolun Osham

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: Jamie Beins

DATED: June 19, 2018

**EXHIBIT A - MID-MGMT CLASSIFICATIONS**

TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WATER BOARD  
AND THE  
ASSOCIATION OF WATER DEPARTMENT MID-MANAGERS

Administrative Services Manager  
Associate Engineer with PE  
Billing and Collections Supervisor  
Collection Systems Superintendent  
Collection Systems Supervisor  
Construction Manager  
Construction Project Manager  
Customer Service Supervisor  
Development Services Manager  
Electrical/Instrumentation/SCADA Superintendent  
Electrical/Instrumentation Supervisor  
Engineering Manager  
Environmental Control Officer  
Environmental Supervisor  
Field and Meter Services Supervisor  
Fleet/Warehouse Supervisor  
GIS Manager  
Information Technology Manager  
Principal Accounting and Financial Analyst  
Purchasing Supervisor  
RIX Mechanical/Electrical Supervisor  
Safety Manager  
SCADA/Instrumentation Supervisor  
Senior Accountant  
Senior Business Systems Analyst  
Senior Engineer  
Water Conservation/Public Affairs Coordinator  
WR Facilities Maintenance Supervisor  
WR Maintenance Superintendent  
WR Mechanical/Maintenance Supervisor  
WR Operations Superintendent  
WR Plant Supervisor  
WR Process Control Supervisor  
WR RIX Supervisor  
WU Distribution Superintendent  
WU Operations Superintendent  
WU Supervisor  
WU Water Quality Control Officer  
WU Water Treatment Supervisor

**EXHIBIT B, SALARY SCHEDULE**

**EFFECTIVE JULY 1, 2018**

**ASSOCIATION OF WATER DEPARTMENT MID-MANAGERS**

RANGE	MINIMUM			MAXIMUM		
	\$/HOUR	\$/MONTH	\$/YEAR	\$/HOUR	\$/MONTH	\$/YEAR
240	\$ 24.7130	\$ 4,283.58	\$ 51,402.98	\$ 31.5407	\$ 5,467.06	\$ 65,604.67
241	\$ 25.3308	\$ 4,390.67	\$ 52,688.05	\$ 32.3292	\$ 5,603.73	\$ 67,244.79
242	\$ 25.9641	\$ 4,500.44	\$ 54,005.25	\$ 33.1375	\$ 5,743.83	\$ 68,925.91
243	\$ 26.6132	\$ 4,612.95	\$ 55,355.38	\$ 33.9659	\$ 5,887.42	\$ 70,649.05
244	\$ 27.2785	\$ 4,728.27	\$ 56,739.27	\$ 34.8150	\$ 6,034.61	\$ 72,415.28
245	\$ 27.9605	\$ 4,846.48	\$ 58,157.75	\$ 35.6854	\$ 6,185.47	\$ 74,225.66
246	\$ 28.6595	\$ 4,967.64	\$ 59,611.69	\$ 36.5776	\$ 6,340.11	\$ 76,081.30
247	\$ 29.3760	\$ 5,091.83	\$ 61,101.99	\$ 37.4920	\$ 6,498.61	\$ 77,983.34
248	\$ 30.1104	\$ 5,219.13	\$ 62,629.53	\$ 38.4293	\$ 6,661.08	\$ 79,932.92
249	\$ 30.8631	\$ 5,349.61	\$ 64,195.27	\$ 39.3900	\$ 6,827.60	\$ 81,931.24
250	\$ 31.6347	\$ 5,483.35	\$ 65,800.16	\$ 40.3748	\$ 6,998.29	\$ 83,979.52
251	\$ 32.4256	\$ 5,620.43	\$ 67,445.16	\$ 41.3841	\$ 7,173.25	\$ 86,079.01
252	\$ 33.2362	\$ 5,760.94	\$ 69,131.29	\$ 42.4187	\$ 7,352.58	\$ 88,230.99
253	\$ 34.0671	\$ 5,904.96	\$ 70,859.57	\$ 43.4792	\$ 7,536.40	\$ 90,436.76
254	\$ 34.9188	\$ 6,052.59	\$ 72,631.06	\$ 44.5662	\$ 7,724.81	\$ 92,697.68
255	\$ 35.7917	\$ 6,203.90	\$ 74,446.84	\$ 45.6803	\$ 7,917.93	\$ 95,015.12
256	\$ 36.6865	\$ 6,359.00	\$ 76,308.01	\$ 46.8224	\$ 8,115.88	\$ 97,390.50
257	\$ 37.6037	\$ 6,517.98	\$ 78,215.71	\$ 47.9929	\$ 8,318.77	\$ 99,825.26
258	\$ 38.5438	\$ 6,680.92	\$ 80,171.10	\$ 49.1927	\$ 8,526.74	\$ 102,320.90
259	\$ 39.5074	\$ 6,847.95	\$ 82,175.38	\$ 50.4226	\$ 8,739.91	\$ 104,878.92
260	\$ 40.4951	\$ 7,019.15	\$ 84,229.76	\$ 51.6831	\$ 8,958.41	\$ 107,500.89
261	\$ 41.5075	\$ 7,194.63	\$ 86,335.51	\$ 52.9752	\$ 9,182.37	\$ 110,188.41
262	\$ 42.5451	\$ 7,374.49	\$ 88,493.89	\$ 54.2996	\$ 9,411.93	\$ 112,943.12
263	\$ 43.6088	\$ 7,558.85	\$ 90,706.24	\$ 55.6571	\$ 9,647.23	\$ 115,766.70
264	\$ 44.6990	\$ 7,747.82	\$ 92,973.90	\$ 57.0485	\$ 9,888.41	\$ 118,660.87
265	\$ 45.8165	\$ 7,941.52	\$ 95,298.24	\$ 58.4747	\$10,135.62	\$ 121,627.39
266	\$ 46.9619	\$ 8,140.06	\$ 97,680.70	\$ 59.9366	\$10,389.01	\$ 124,668.08
267	\$ 48.1359	\$ 8,343.56	\$ 100,122.72	\$ 61.4350	\$10,648.73	\$ 127,784.78
268	\$ 49.3393	\$ 8,552.15	\$ 102,625.79	\$ 62.9709	\$10,914.95	\$ 130,979.40
269	\$ 50.5728	\$ 8,765.95	\$ 105,191.43	\$ 64.5451	\$11,187.82	\$ 134,253.88
270	\$ 51.8371	\$ 8,985.10	\$ 107,821.22	\$ 66.1588	\$11,467.52	\$ 137,610.23
271	\$ 53.1331	\$ 9,209.73	\$ 110,516.75	\$ 67.8127	\$11,754.21	\$ 141,050.49
272	\$ 54.4614	\$ 9,439.97	\$ 113,279.66	\$ 69.5081	\$12,048.06	\$ 144,576.75
273	\$ 55.8229	\$ 9,675.97	\$ 116,111.66	\$ 71.2458	\$12,349.26	\$ 148,191.17
274	\$ 57.2185	\$ 9,917.87	\$ 119,014.45	\$ 73.0269	\$12,658.00	\$ 151,895.95
275	\$ 58.6489	\$ 10,165.82	\$ 121,989.81	\$ 74.8526	\$12,974.45	\$ 155,693.34
276	\$ 60.1152	\$ 10,419.96	\$ 125,039.55	\$ 76.7239	\$13,298.81	\$ 159,585.68
277	\$ 61.6180	\$ 10,680.46	\$ 128,165.54	\$ 78.6420	\$13,631.28	\$ 163,575.32
278	\$ 63.1585	\$ 10,947.47	\$ 131,369.68	\$ 80.6080	\$13,972.06	\$ 167,664.70

EXHIBIT B REFLECTS A 4.7% INCREASE OVER SCHEDULE EFFECTIVE JULY 1, 2017