Memorandum of Understanding

Between

The City of San Bernardino
Water Board

And

The San Bernardino Association of
Water Department Mid-Managers

July 1, 2023
Through
June 30, 2028

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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 five (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, 2023. 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

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

In order to ensure that the Department is able to efficiently carry out its functions and responsibilities as imposed by law, the

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

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

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

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

D. To set standards of service;

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

F. To take disciplinary action;

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

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

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

J. To lay off unit members because of lack of work or for other legitimate reasons, as authorized under the Personnel Rules, Rule No. 3;

K. To determine the content of job classifications;

L. To expand or diminish services;

M. To subcontract any work or operations;

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

O. To establish and change work schedules and assignments;

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

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

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

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

ARTICLE III - SALARIES

3.1 Salary Schedule:

The salary schedule included as Exhibit B is applicable to unit members effective July 1, 2023, and reflects an adjustment of 6%, and unit members will receive a pay adjustment. The salary schedule in Exhibit B shall be used for the purpose of assigning range classifications from July 1, 2023, to June 30, 2024.

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

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

A. All new unit members shall be placed at a minimum of the bottom salary of the appropriate salary range of the Mid-Manager Salary schedule and shall be subject to a minimum twelve (12) month probationary period beginning of the first day of appointment. A unit member shall be eligible for a salary increase based on the successful completion of the twelve (12) month probationary period for all new or promoted mid-managers. This date shall be established as the unit member's "Anniversary Date." Subsequent evaluations shall be made no less frequently than once a year and shall be conducted within thirty (30) days prior to the unit member's "Anniversary Date" or the date specified by the supervisor for a special re-evaluation. In the event the unit member receives a satisfactory evaluation and is granted a merit increase, the increase shall be up to 5%, provided that the top of the salary range is not exceeded, and effective no later than the unit member's "Anniversary Date." In the event the unit member receives an overall rating of needs improvement or unsatisfactory, no increase will be granted or effective until the evaluation date on which the employee receives an overall rating of at least meets expectations; there will be no change to the employee's anniversary date. In the event that a unit member does not receive an evaluation on his/her

“Anniversary Date”, the employee will receive an increase of 3%, the usual percentage increase for an average overall meets evaluation, provided the top of the range is not exceeded. Once the evaluation is received, if the increase is greater than 3%, the employee will receive the remainder of the increase retroactive to his/her “Anniversary Date”, provided that the top of the range is not exceeded.

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

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

Outstanding – 3.5%

Exceeds – 2.5%

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

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

3.2 Longevity Pay

Effective July 1, 2023, unit members may be eligible for longevity pay beginning on the fifth year in the unit and each 5-year period thereafter per the schedule below. In order to receive longevity pay, the overall rating of the unit member's evaluations must be meets or above for at least four (4) out of the previous five (5) years. Unit members hired prior to July 1, 2023, will be eligible to receive longevity pay when they achieve a 5-year increment per the schedule below. Longevity pay will not be paid retroactively.

Year 5 - $500 one-time payment
Year 10 - $1,000 one-time payment
Year 15 - $1,500 one-time payment
Year 20- $2,000 one-time payment
Year 25- $2,500 one-time payment
Year 30 - $3,000 one-time payment
Year 35 - $3,500 one-time payment

3.3 Overtime:

A. An FLSA non-exempt unit member who works more than forty (40) hours in any one (1) work week will be paid in accordance with the Fair Labor Standards Act (FLSA). Regardless of whether the unit member is on an excused time off or time off with pay status, hours not worked shall not count toward the forty (40) hours in any work week. Hours not worked include sick leave, leave of absence, bereavement leave, leave taken under the Family Medical Leave Act, Pregnancy Disability Leave, or the California Family Rights Act, personal leave charged to vacation, Leave for Child Related Activities, Leave for Victims of Domestic Violence, Sexual Assault, or Stalking, and Association activities.

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

C. An FLSA Non-exempt unit member who works more than forty (40) hours has the option to request compensation time in lieu of premium overtime pay, subject to the approval of the Division Director. Compensation time will accrue at the rate equivalent to the unit member's FLSA overtime rate. A non-exempt unit member can maintain a maximum balance of forty (40) hours of compensation time at any one (1) time. Compensation time earned during the fiscal year must be used prior to June 15 of that fiscal year. Any unused balance in the compensation time bank will be paid out in the last payroll period of June of that fiscal year.

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

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

3.4 Shift Differential:

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

Swing Shift	$ 2.00 per hour
Graveyard Shift	$ 2.25 per hour

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

3.5 Bilingual Pay:

A. Unit members who are in customer service-oriented positions and who meet the certification requirements as developed by the Water Department Human Resources Section are eligible to receive bilingual pay of one dollar ($1.00) per hour added to their base salary.

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

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

D. Bilingual pay will not apply to any hours coded as non-pay.

3.6 Notary Pay

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

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

3.7 Salary Surveys

The Department will conduct a salary survey of unit member classifications in fiscal year 25/26 with result implemented July 1, 2026. Salary surveys will be conducted per Policy 31.160 – Classification/Compensation Plan Maintenance.

ARTICLE IV - HOURS

4.1 Regular Duty Hours:

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

4.2 Donning and Doffing:

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

4.3 Assignment of Overtime:

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

4.4 On-Call Status:

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

ARTICLE V – LEAVE

5.1 Holiday Leave:

A. Any unit member required to work on a designated holiday (except Christmas Day, Thanksgiving Day, July 4th and New Year's Day) as part of the unit member's regularly assigned work period, will receive payment for the designated holiday and payment for all or any portion of the designated holiday actually worked at their regular hourly rate of pay.

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

B. An FLSA Non-exempt unit member required to be physically at work as a part of the regularly assigned work period on the holidays designated as Thanksgiving, Christmas, July 4th or New Year's Day, will receive payment for the designated holiday at their regular hourly rate of pay, plus one and one-half (1.5) times their regular hourly rate of pay for all or any portion of the holiday actually worked, inclusive of shift differentials.

The unit member may elect to receive payment at one and one-half (1.5) times his/her regular hourly rate of pay for all or any portion of the designated holiday actually worked, and a day off at his/her regular hourly rate of pay. The day off must be scheduled according to seniority and within the next pay period. This schedule must meet with the approval of the unit member’s supervisor.

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

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

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

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

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

G. These are Department designated holidays:

Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th
New Year's Eve	December 31st
New Year's Day	January 1st
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 holidays 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 Years Eve and New Years 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. If a designated holiday falls on a Saturday, it will be observed on the preceding Friday.

H. 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. Additionally, the unit member will be paid for eight (8) hours at his/her regular hourly rate of pay for each designated holiday.

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

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

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

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

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

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

5.2 Administrative Leave:

FLSA-Exempt unit members will be granted fifty-six (56) hours administrative leave at the beginning of the Department's fiscal year, which is currently July 1. Unit members may not carry forward any administrative leave balance from one fiscal year to the next. Administrative leave will be prorated for new unit members. Administrative leave may be taken with supervisor's approval. A unit member may take administrative leave in increments of fifteen (15) minutes.

5.3 Sick Leave:

A. Sick leave is defined as, and leave will be granted for the following reasons: The illness or injury, medical or dental appointments, physical therapy appointments, and any other medically-related treatment supported by documentation of the necessity for treatment, subject to CA Labor Code 233 provisions of a unit member, a child (natural, step-, grand, foster or in loco parentis), a spouse or domestic partner, a parent (natural, step-, grand, foster, in-law, or in loco parentis), a sibling (natural or step), designated person (a designated person is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee is limited to one designated person in a 12-month period and shall identify the designated person at the time the employee requests paid sick leave); a unit member's injury resulting from domestic violence, sexual assault, or stalking to obtain psychological counseling, obtain services from a domestic violence shelter, program, or rape crisis center, to participate in safety planning or take other actions to increase safety related to an experience of domestic violence, sexual assault, or stalking, with appropriate documentation; and in conjunction with bereavement leave as specified in 5.4.

B. Leave that places the unit member in Family Medical

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

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

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

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

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

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

H. In order to receive sick leave compensation, the unit member must notify his/her supervisor prior to or within thirty (30) minutes after the time set for the beginning of a workday. In case of an accident or emergency, the unit member or his/her representative should contact the immediate supervisor at the earliest possible time and explain the circumstances requiring the unit member's absence. For medical or dental appointments, the unit member enters a time off request in the timekeeping system, as prescribed by the unit member's division, and submit the request to his/her supervisor for approval in order to make every attempt to provide the maximum amount of advance notice of the appointment possible. The Department reserves the right to request substantiation of any appointment, subject to CA Labor Code 233 provisions.

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

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

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

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

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

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

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

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

Q. All unit members who have accrued sick leave balances of 520 hours or more on June 30 will be required to participate in a mandatory sick leave sell-back program and will receive a payout of eight (8) hours of sick leave at their current rate of pay per pay period.

Sick leave hours paid out under the mandatory sick leave sell-back program will not count toward the twenty-seven (27) hour limit for purposes of the eight (8) hour vacation bonus (refer to Section 5.3K) or the forty (40) hour requirement for the voluntary sick leave sell-back program (refer to Section 5.3P).

Payout of accrued sick leave upon resignation and retirement will be processed in accordance with Sections 5.3L and 5.3M.

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5.4 Bereavement Leave:

Upon request, a unit member who has been employed at least thirty days before bereavement leave is to commence is entitled to take up to five (5) days of bereavement leave for the death of a covered family member or a miscarriage (including the spouse or partner of the person who miscarried). A covered family member is defined as: spouse, domestic partner, son, step-son, daughter, step-daughter, grandmother, grandfather, grandparent-in-law, grandchild, mother, step-mother, father, step-father, sister, step-sister, brother, step-brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and step in-laws. Additional days for bereavement may be used and charged to the unit member's sick, vacation, holiday, or administrative leave banks.

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

5.5 Workers' Compensation Leave:

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

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

5.6 Vacation Leave:

A. Full-time unit members shall accumulate vacation leave in accordance with the following schedule:

UPON COMPLETION OF YEARS	HOURS PER YEAR	BIWEEKLY ACCRUAL RATE (HOURS)	MAXIMUM ACCRUAL (C) LIMIT (HOURS)
1 - 4	80	3.08	240
5 - 9	120	4.62	360
10*	160	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	160	6.15	480
20+	200	7.69	600

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

B. Unit members shall accrue a maximum of two hundred (200) hours per year.

C. Vacation accrual may not accumulate beyond a maximum of three (3) years. 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 his/her 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 once every thirteen (13) pay periods, provided that they have accumulated a minimum of three (3) weeks of vacation accrual.

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

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

G. If a unit member remains on a non-pay status for fifty percent (50%) or more of the total normal work hours in the pay period, vacation credit will not be earned for the entire pay period. Authorized vacation, sick leave, holidays, or other compensated time off shall be considered as time worked for the purpose of computing accrued vacation. Unit members will not accrue vacation leave during the period of an authorized leave of absence without pay, for the duration of unpaid leave taken under the FMLA, PDL and/or CFRA, for the duration of a compensated disability leave under workers' compensation, or for the duration of leave with paid disability benefits through the insurance provided per Section 6.7 and 6.8.

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

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

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

5.7 Leave of Absence (non-FMLA):

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

During an authorized leave of absence under this subsection, vacation, sick leave, and retirement credits will not accrue. Upon the unit member's return to service, the accrual of vacation, sick leave and retirement accruals will resume. The unit member will not be eligible to participate in Department sponsored medical, dental, vision, or live insurance plans for the duration of this leave and will be offered COBRA continuation coverage for medical, dental, and vision. The unit member will be responsible for payment of premiums for any coverage elected through COBRA. The unit member may continue life insurance policies during the period of leave of absence by contacting the current provider and will be responsible for payment of premiums to the provider.

5.8 Military Duty:

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

5.9 Time Off for Association Activities:

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

5.10 Jury Duty:

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

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

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

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

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

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

5.11 <u>Leave for Child Related Activities:</u>

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

5.12 <u>Leave for Victims of Domestic Violence, Sexual Assault, or Stalking:</u>

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

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

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

5.13 Non-Pay Usage

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

5.14 Transfer of Benefit Hours

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

5.15 Unit Member Evaluations:

Any leave, with the exception of leave taken under the FMLA, PDL, CFRA, Uniformed Services Employment and Reemployment Rights Act (USERRA), leave for child related activities, leave for victims of domestic violence, sexual assault, or stalking, vacation leave, administrative leave, holiday leave, and holiday supplemental, will be taken into account by a unit member’s supervisor in evaluating the unit member’s performance. The supervisor, the Director, and the Department may exercise ultimate discretion in determining whether these leave usages have adversely affected a unit member's performance, subject to the analysis of whether sick leave use was abused.

ARTICLE VI - BENEFITS

6.1 Group Insurance Plans:

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

B. The monthly Contribution rates paid by the Department effective January 1, 2023 are as follows:

Unit member Only	$766
Unit member + 1 dependent	$1,409
Unit member + 2 or more dependents	$1,815

C. Contribution amounts will be adjusted automatically every January 1 based on the new premiums provided to the Department. The Department will calculate the automatic adjustment as follows:

1. The Department will calculate the contribution rate adjustment by taking the increases, if any, to both the Kaiser HMO plan premium and the other Department sponsored HMO plan premium and adding those increases together. That number will then be

divided by 2, to obtain the average premium increase. If the average HMO premium increase is 10% or greater, the contribution rates will be increased by 10%. If the average HMO premium increase is less than 10%, the contribution rates will be increased by the actual percentage of the average HMO premium increase, up to 10%. In the event that the average HMO premium increase is 0, or the new HMO premiums result in a net decrease when added together, there will be no adjustment to the contribution rates for that year. 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 HMO Plan premium and the other Department sponsored HMO plan premium for early retirees and retirees 65+ without Medicare.

D. Cafeteria monies may be redesignated or a change of plans may be made annually during the open enrollment period only. Plan additions and drops are permitted during open enrollment only, except for eligible family status changes in accordance with the contract between the insurance provider(s), City of San Bernardino Municipal Water Department, and Internal Revenue Service (IRS) regulations (birth, adoption, divorce, involuntary loss of coverage, death, maximum age of child, etc).

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

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

G. 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 and a written statement from the employee confirming that all tax dependents are enrolled in the other coverage. 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.

H. The amount of the cash contribution shall be $400 monthly for all unit members who opt-out. Any dental, vision or supplemental coverage will be deducted from this amount.

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

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6.2 Life Insurance:

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

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

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

6.4 Health Coverage - Retirement:

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

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

2. When a unit member retires with a minimum of twelve (12) years of service with the Department and is at least age fifty-five (55) at the time of retirement, and enrolls in a Department sponsored medical plan, the Department agrees to pay a monthly contribution to be calculated as outlined in Section 6.1C. The monthly contribution amount effective January 1, 2023 is up to $1,189. Increases to the base contribution rates will be implemented in accordance with Section 6.1C. Retirees will be responsible for

paying any premium amounts over the established maximum contribution amount.

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

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

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

6. Department contributions for eligible retirees over age sixty-five (65) who do not qualify for Medicare took effect for

qualified unit members who retired after April 5, 1992. Unit members must show proof of application to Social Security and a written decision regarding their qualification for Medicare prior to their retirement date.

B. Unit members hired on or after July 1, 2019, are not eligible for participation in Retiree Health Coverage.

6.5 Personal Safety Items:

A. Safety Shoes:

Upon supervisor and Safety Section approval, unit members who require steel toe, non-skid safety shoes to be worn during the performance of their duties, will be reimbursed in an amount equal to one hundred percent (100%) of the purchase price of such shoes up to three hundred fifty dollars ($350) per calendar year, provided that the unit member presents a proper purchase receipt approved by his/her Division Director. The cost of items related to the care of safety shoes may also be reimbursed (i.e., shoe sealant, laces, inserts, etc.) with approval of the Safety section. Individual reimbursement requests must total $25 or more. Any request for reimbursement of less than $25 must be approved by the Director of Finance.

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

B. Prescription Safety Glasses or Computer Glasses:

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

6.6 Uniforms:

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

6.7 Long Term Disability (LTD):

The Department agrees to provide a fully paid long-term disability plan for extended illness or disability for all eligible unit members. The plan will provide a 66.67 percent of salary benefit, until age at which a unit member would normally be entitled to unreduced Social Security Benefits based on the Social Security Amendments of 1983, with a minimum ninety (90) day waiting period, or until all sick leave is utilized at the option of the unit member prior to start of payments. Unit members may supplement the remaining 33.33% of regular pay with accrued leave balances in the following order: sick leave, vacation leave, holiday leave, administrative leave, and comp time. The LTD plan covers the unit member’s own covered illness/injury only.

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6.8 <u>Short-Term Disability Insurance:</u>

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

6.9 <u>Certification and Examination</u>

A. <u>Certificates:</u>

Upon a unit member's successful completion of probation, the Department agrees to reimburse the unit member for all applicable testing and application fees for the following certificates: County of San Bernardino Environmental Health Services Backflow Prevention; State of California, Water Resources Control Board's Water Treatment Operator, Distribution Operator, and Wastewater Treatment Operator; California Water Environment Association's Environmental Compliance Inspector, Industrial Waste, Laboratory Technologist, and Mechanical Assistant, and other certificates required per the unit member's job description. In order to be reimbursed for testing fees, the eligible employee must provide proof of passing the test. Reimbursement requests for testing fees and or application fees must be submitted within six (6) months of passing the test or receiving the certificate.

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

B. Certification Examinations:

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

6.10 Mileage Allowance:

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

6.11 Education Tuition Assistance:

Section 1. Purpose

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

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

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

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

Section 2. Eligibility

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

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

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

D. Courses not ostensibly related to the above, but which are required to qualify for a related degree may be reimbursable with documentation indicating these courses are necessary for the degree being pursued.

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

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

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

Section 3. Reimbursement

A. Reimbursement will be for the cost of tuition or registration fees including mandatory fees such as student fees, health fees, etc. and the required texts and related material for each course. Additional expenses such as meals and parking fees are not reimbursable.

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

C. Ninety percent (90%) of tuition or registration fees, mandatory fees, and the required texts and related material for each course are reimbursable up to a maximum of $5,000 per calendar year. To maximize this benefit, a unit member will need to have a total of $5,556 in eligible expenses.

Section 4. Procedures

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

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

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

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

6.12 <u>Public Employees Retirement System:</u>

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

<u>Classic CalPERS Members:</u>

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

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

PEPRA Members:

Tier C: 2% @ 62 Benefit Formula for employees hired on or after January 1, 2013, who meet the definition of "new member" under the Public Employees' Pension Reform Act (PEPRA). The Employee Contribution for this formula is 50% of "Normal Cost" and is 7.75% at the time of approval of this MOU. The final compensation retirement calculation shall be an average of the highest three (3) consecutive years of compensation earnable.

Classic Member Cost Sharing:

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

Tier A Employees (2.7 @ 55):

Employees in this tier are currently paying the employee's share of the retirement contribution, 8% of their salary, and sharing the "Normal Cost" with the Department by contributing an additional 5% of their salary toward the "Normal Cost", for a total contribution of 13% as negotiated in the previous MOU.

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

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

Beginning July 1, 2025, employees shall pay the employee's share of the retirement contribution, 8% of their salary, and the additional 1% of their salary going toward the “Normal Cost” effective July 1, 2024, will be reduced to 0, for a total contribution of 8% of salary.

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

Tier B Employees (2.0 @ 55):

Employees in this tier are currently paying the employee’s share of the retirement contribution, 7% of their salary, and sharing the “Normal Cost” with the Department by contributing an addition 5% of their salary toward the “Normal Cost”, for a total contribution of 12% as negotiated in the previous MOU.

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

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

Beginning July 1, 2025, employees shall pay the employee’s share of the retirement contribution, 7% of their salary, and the additional 1% of their salary going toward the “Normal Cost” effective July 1, 2024, will be reduced to 0%, for a total contribution of 7% of salary.

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

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

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

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

<u>PEPRA Member Cost Sharing:</u>

<u>Tier C Employees (PEPRA – 2% @ 62)</u>

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

<u>PEPRA Laws and Regulations Govern Member Classification Determinations:</u>

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

<u>CalPERS Reportable Annual Compensation Limits:</u>

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

The CalPERS reportable annual compensation limit for PEPRA Non-Social Security new members for 2023 is $175,250. Any compensation over this amount is not considered pensionable income.

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

6.13 Pre-Tax Child Care Incentive Program:

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

6.14 Flexible Spending Account (FSA):

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

6.15 Deferred Compensation:

The Department will provide a 25% match to a unit member’s deferred compensation up to $150 per pay period. To maximize the benefit, a unit member would need to contribute at least $600 per pay period to deferred compensation to receive the entire $150 Department match.

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6.16 Temporary Telecommuting Assignment Expense Reimbursement:

This applies to unit members who are required by the Department to temporarily work from home (telecommute) in accordance with Policy 32.110 – Temporary Telecommuting Assignment. Unit members temporarily telecommuting for any portion of a month using personal internet and/or personal cellphone to perform assigned duties will be reimbursed as follows:

Personal internet – flat monthly reimbursement of $15

Personal cellphone – flat monthly reimbursement of $10

6.17 Separation:

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

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

ARTICLE VII - GRIEVANCE PROCEDURE

7.1 Grievance:

A "grievance" is an allegation by a grievant that he/she has been adversely affected by a violation, misinterpretation, or misapplication of the provisions of this MOU. Actions to challenge or change the general policies of the Department as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes.

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

7.2 Grievant:

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

7.3 Representatives:

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

7.4 Days:

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

7.5 Time Limitation and Waiver:

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

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

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

7.7 Process

A. STEP 1:

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

B. STEP 2:

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

C. STEP 3:

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

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D. STEP 4A:

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

E. STEP 4B:

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

7.8 Hearing Procedure:

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

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7.9 Final Decision:

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

ARTICLE VIII - DUES DEDUCTION

8.1 The Department Will Deduct From the Pay of Association Members:

The Department will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized, in writing, by the unit member on the Department Form, subject to the following conditions:

A. Such deduction shall be made only upon submission of the Department form to the designated representative of the Department, duly completed and executed by the unit member and the Department representative.

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

All other legal and required deductions have priority over unit member organization dues. Dues withheld by the Water Department shall be transmitted to the officer designated by the Association, in writing, at the address specified in the letter of authorization.

8.2 All Disputes as to Dues Deductions:

All disputes as to dues deductions under this Article shall be between the individual unit member and the Association. The Association shall defend and hold the Department harmless from any and all claims arising out of the dues deductions, including attorney fees and all administrative and court costs.

ARTICLE IX - FULL UNDERSTANDING, MODIFICATION, WAIVER

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

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

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

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

ARTICLE X - DISCRIMINATION

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

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

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

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

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

By: Robin Ohama
Robin Ohama (Jun 1, 2023 16:48 PDT)

By:

By: Janice Reins

DATED: Jun 2, 2023

ASSOCIATION OF WATER DEPARTMENT
MID-MANAGERS

By:

By:
Warren Huang (Jun 1, 2023 10:29 PDT)

By: Marissa Flores-Acosta
Marissa Flores-Acosta (Jun 1, 2023 10:55 PDT)

By: Tyler Buechter
Tyler Buechter (Jun 1, 2023 12:06 PDT)

By:
Con Arrieta (Jun 1, 2023 16:21 PDT)

<u>EXHIBIT A – MID-MGMT CLASSIFICATIONS AS OF 7/1/2023</u>

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

Administrative Services Manager
Billing and Collections Supervisor
Collection Systems Superintendent
Collection Systems Supervisor
Construction Project Manager
Construction Services Manager
Contracts Administrator
Control Systems and Communication Supervisor
Customer Service Supervisor
Development Services Manager
Electrical Services Superintendent
Electrical/Instrumentation Supervisor
Engineer
Engineering Manager
Environmental Control Officer
Environmental Manager
Field and Meter Services Supervisor
Finance Manager
Fleet Supervisor
GIS Manager
Human Resources Analyst
Information Technology Manager
Network and Systems Administrator
Principal Engineer
Purchasing Manager
RIX Mechanical/Maintenance Supervisor
Safety Manager
Senior Accountant
Senior Business Systems Analyst
Senior Network and Systems Administrator
Senior Programming Analyst
Water Conservation/Public Affairs Manager
Water Quality Control Officer
Water Treatment Supervisor
WR Maintenance Supervisor
WR Maintenance Superintendent
WR Operations Manager
WR Operations Superintendent
WR Plant Supervisor
WR Process Control Supervisor
WR RIX Supervisor
WU Distribution Superintendent
WU Operations Superintendent
WU Supervisor

EXHIBIT B, 3.1 SALARY SCHEDULE

EFFECTIVE JULY 1, 2023

ASSOCIATION OF WATER DEPARTMENT MID-MANAGERS

	MINIMUM			MAXIMUM		
RANGE	$/HOUR	$/MONTH	$/YEAR	$/HOUR	$/MONTH	$/YEAR
240	$ 30.3191	$ 5,255.31	$ 63,063.67	$ 38.6957	$ 6,707.25	$ 80,487.00
241	$ 31.0771	$ 5,386.69	$ 64,640.27	$ 39.6631	$ 6,874.93	$ 82,499.18
242	$ 31.8540	$ 5,521.36	$ 66,256.27	$ 40.6546	$ 7,046.80	$ 84,561.66
243	$ 32.6503	$ 5,659.39	$ 67,912.68	$ 41.6710	$ 7,222.98	$ 86,675.70
244	$ 33.4666	$ 5,800.87	$ 69,610.50	$ 42.7128	$ 7,403.55	$ 88,842.59
245	$ 34.3032	$ 5,945.90	$ 71,350.76	$ 43.7806	$ 7,588.64	$ 91,063.66
246	$ 35.1608	$ 6,094.54	$ 73,134.53	$ 44.8751	$ 7,778.35	$ 93,340.25
247	$ 36.0399	$ 6,246.91	$ 74,962.89	$ 45.9970	$ 7,972.81	$ 95,673.76
248	$ 36.9408	$ 6,403.08	$ 76,836.96	$ 47.1469	$ 8,172.13	$ 98,065.60
249	$ 37.8644	$ 6,563.16	$ 78,757.89	$ 48.3256	$ 8,376.44	$ 100,517.24
250	$ 38.8110	$ 6,727.24	$ 80,726.83	$ 49.5337	$ 8,585.85	$ 103,030.17
251	$ 39.7813	$ 6,895.42	$ 82,745.01	$ 50.7721	$ 8,800.49	$ 105,605.92
252	$ 40.7758	$ 7,067.80	$ 84,813.63	$ 52.0414	$ 9,020.51	$ 108,246.07
253	$ 41.7952	$ 7,244.50	$ 86,933.97	$ 53.3424	$ 9,246.02	$ 110,952.22
254	$ 42.8401	$ 7,425.61	$ 89,107.32	$ 54.6760	$ 9,477.17	$ 113,726.03
255	$ 43.9111	$ 7,611.25	$ 91,335.00	$ 56.0429	$ 9,714.10	$ 116,569.18
256	$ 45.0088	$ 7,801.53	$ 93,618.38	$ 57.4439	$ 9,956.95	$ 119,483.41
257	$ 46.1341	$ 7,996.57	$ 95,958.84	$ 58.8800	$10,205.87	$ 122,470.50
258	$ 47.2874	$ 8,196.48	$ 98,357.81	$ 60.3520	$10,461.02	$ 125,532.26
259	$ 48.4696	$ 8,401.40	$ 100,816.75	$ 61.8608	$10,722.55	$ 128,670.56
260	$ 49.6813	$ 8,611.43	$ 103,337.17	$ 63.4074	$10,990.61	$ 131,887.33
261	$ 50.9234	$ 8,826.72	$ 105,920.60	$ 64.9926	$11,265.38	$ 135,184.51
262	$ 52.1965	$ 9,047.38	$ 108,568.62	$ 66.6174	$11,547.01	$ 138,564.12
263	$ 53.5014	$ 9,273.57	$ 111,282.83	$ 68.2828	$11,835.69	$ 142,028.23
264	$ 54.8389	$ 9,505.41	$ 114,064.90	$ 69.9899	$12,131.58	$ 145,578.93
265	$ 56.2099	$ 9,743.04	$ 116,916.53	$ 71.7396	$12,434.87	$ 149,218.41
266	$ 57.6151	$ 9,986.62	$ 119,839.44	$ 73.5331	$12,745.74	$ 152,948.87
267	$ 59.0555	$ 10,236.29	$ 122,835.43	$ 75.3714	$13,064.38	$ 156,772.59
268	$ 60.5319	$ 10,492.19	$ 125,906.31	$ 77.2557	$13,390.99	$ 160,691.90
269	$ 62.0452	$ 10,754.50	$ 129,053.97	$ 79.1871	$13,725.77	$ 164,709.20
270	$ 63.5963	$ 11,023.36	$ 132,280.32	$ 81.1668	$14,068.91	$ 168,826.93
271	$ 65.1862	$ 11,298.94	$ 135,587.33	$ 83.1960	$14,420.63	$ 173,047.60
272	$ 66.8159	$ 11,581.42	$ 138,977.01	$ 85.2759	$14,781.15	$ 177,373.79
273	$ 68.4863	$ 11,870.95	$ 142,451.43	$ 87.4078	$15,150.68	$ 181,808.14
274	$ 70.1984	$ 12,167.73	$ 146,012.72	$ 89.5930	$15,529.45	$ 186,353.34
275	$ 71.9534	$ 12,471.92	$ 149,663.04	$ 91.8328	$15,917.68	$ 191,012.18
276	$ 73.7522	$ 12,783.72	$ 153,404.61	$ 94.1286	$16,315.62	$ 195,787.48
277	$ 75.5960	$ 13,103.31	$ 157,239.73	$ 96.4818	$16,723.51	$ 200,682.17
278	$ 77.4859	$ 13,430.89	$ 161,170.72	$ 98.8939	$17,141.60	$ 205,699.22

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