

MEMORANDUM OF UNDERSTANDING

ENVIRONMENTAL HEALTH UNIT

2001-2004



SAN BERNARDINO COUNTY CONSOLIDATED FIRE DISTRICT
(County Service Area 70)

AND

SAN BERNARDINO COUNTY SAFETY EMPLOYEES' BENEFIT ASSOCIATION

**ENVIRONMENTAL HEALTH UNIT
2001-2004**

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**BETWEEN THE SAN BERNARDINO COUNTY CONSOLIDATED FIRE DISTRICT
AND THE SAN BERNARDINO COUNTY SAFETY
EMPLOYEES' BENEFIT ASSOCIATION
CONCERNING THE EMPLOYEES IN THE ENVIRONMENTAL HEALTH UNIT**

PREAMBLE

The parties to this Agreement affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of District business, and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product to valuing people.

The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance for Board-Governed Special Districts of San Bernardino County and applicable State law, the San Bernardino County Safety Employees' Benefit Association (SEBA) was certified on October 16, 2001, as the exclusive recognized employee organization for District employees in the Environmental Health Unit.

The District hereby recognizes SEBA as the exclusive recognized employee organization for the employees in the employee classifications comprising said Unit as listed in the certification, as well as employees in such classes as might be added to these Units hereafter by the District.

ACCESS TO NEW EMPLOYEES

The Association will be given a list of all new hires upon appointment to classifications represented by the Association. The list shall contain the name of each new hire. On the first day of orientation, new hires shall be advised that a representative of the Association will be present to address them at the conclusion of orientation.

ACCESS TO PERSONNEL RECORDS

Personnel records are confidential and access to personnel records of the employee shall be limited to the of Human Resources Division Manager, the County Fire Chief, the Board of Supervisors, or their authorized representatives. Employees currently employed by the District, and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours.

The employee shall be excluded from inspecting letters of reference and other matters that are exempted by law.

Negative information may be purged from the personnel records maintained by the Human Resources Division, subject to legal constraints, at the sole discretion of Human Resources Division Manager or upon the request of the employee or the Appointing Authority, and upon approval of Human Resources Division Manager and the employee shall be so notified.

Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to the Fire Marshal or Human Resources Division Manager as appropriate.

ACCESS TO WORK LOCATIONS

The parties recognize and agree that in order to maintain good employee relations, it is necessary for SEBA Field Representatives to confer with District employees during working hours.

Therefore, SEBA Field Representatives will be granted access to work locations during regular working hours to investigate and process grievances or appeals. SEBA Field Representatives shall be granted access upon obtaining authorization from the Appointing Authority or designated management representative prior to entering a work location and after advising of the general nature of the business, the employee(s) to be seen and the approximate time needed. However, the Appointing Authority or designated management representative may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of District operations. The Appointing Authority shall not unreasonably withhold timely access to work locations. The Appointing Authority shall ensure that there is, at all times, someone designated who shall have full authority to approve access. If a request is denied, the Appointing Authority or designated management representative shall establish a mutually agreeable time for access to the employee.

SEBA Field Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

The Appointing Authority or designated management representative may mutually establish with the SEBA Field Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The District shall not unduly interfere with SEBA’s access right to work locations.

ACCIDENTAL DEATH AND DISMEMBERMENT

Any employee may purchase amounts of Accidental Death and Dismemberment insurance coverage for themselves and dependents through payroll deduction according to the following schedule:

EMPLOYEE COVERAGE	DEPENDENT COVERAGE		
	SPOUSE ONLY	SPOUSE AND EACH CHILD	
\$10,000	\$5,000	\$4,000	\$500
\$25,000	\$12,500	\$10,000	\$1,250
\$50,000	\$25,000	\$20,000	\$2,500
\$100,000	\$50,000	\$40,000	\$5,000
\$150,000	\$75,000	\$60,000	\$5,000
\$200,000	\$100,000	\$80,000	\$5,000
\$250,000	\$125,000	\$100,000	\$5,000

The District agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the District.

New employees shall become eligible to participate in these programs on the start of the pay period following completion of one thousand forty (1,040) service hours of satisfactory service.

Note: All persons eligible for the foregoing programs of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

AUTHORIZED EMPLOYEE REPRESENTATIVES

Section 1 – Authorized Employee Representatives

SEBA may designate employees as authorized employee representatives or alternates to represent employees subject to the following rules and procedures. It is recognized that SEBA employs professional representatives that have been designated in the place of employee representatives.

- (a) SEBA may designate at least one (1) authorized representative from each classification series. SEBA shall be entitled to designate one (1) alternate for each authorized employee representative.
- (b) SEBA will designate only employees who have obtained regular status.
- (c) SEBA shall file with the Fire Chief and Human Resources Division Manager, a written list of all employees designated as authorized employee representatives and alternates, such list to be kept current by SEBA.
- (d) Time spent during regularly scheduled work hours by an authorized employee representative or alternate in representing an employee shall only be compensated by the District as such representative's or alternate's base rate of pay.
- (e) District vehicles and supplies may not be used. District telephones may not be used in implementing the provisions of this Article if such use would unduly interfere with the efficiency, safety, or security of the District operations and/or result in telephone costs to the District.

Section 2 – Handling of Grievances and Disciplinary Proceedings

- (a) At the request of an employee, a labor advocate may investigate a formal grievance and represent the employee at the resulting proceedings or represent the employee during disciplinary proceedings.
- (b) Prior to participating in any representation activity, the authorized employee representative or alternate and affected employee shall first obtain authorization from their immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of District operations. If the request is denied, the immediate supervisor will establish an alternate time convenient to the District when the authorized employee representative or alternate and affected employee can reasonably expect to be released from their work.
- (c) Employees must use the authorized employee representative or alternate assigned.

Section 3 – SEBA Board of Directors

Up to two (2) authorized employee representatives or alternates will be permitted to attend SEBA Board of Directors meetings on District time; provided, however, that no such employee shall be released for more than two (2) hours per month. In January of each year of this Agreement, representatives of SEBA and the District will review the maximum number of attendees in this Section.

Monthly, SEBA shall notify the District of employee representatives who attended the previous SEBA Board of Directors meeting.

BENEFIT PLAN

Section 1 – Benefit Plan Contributions

- (a) Employees in regular positions scheduled for a minimum of forty (40) hours per pay period are eligible to receive the benefits of this Section in the amounts described in (b) below. Employees must be paid for at least one-half plus one hour of their scheduled hours in order to receive the benefits of the Section. For instance, an employee scheduled to work eighty (80) hours per pay period must be paid at least forty-one (41) hours to be eligible for the benefits of this Section.
- (b) Except as provided in Section 3 (Health and Dental Plan Coverage), the bi-weekly amount of the District provided Benefit Plan will be as follows:

Effective Date	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Adoption of MOU	\$82.50	\$165.00
July 12, 2003	\$87.50	\$175.00
July 10, 2004	\$95.00	\$190.00

- (c) Under no circumstances will the monetary value of the Benefit Plan be prorated.
- (d) Employees who are on an approved medical leave of absence and whose paid hours in a pay period are less than the required number of hours designated in (a) will continue to receive the benefits of this Section for up to six (6) pay periods per episode of illness or injury. Employees who are on an approved Worker’s Compensation claim shall receive the benefits of this Section for up to twenty (20) pay periods while off work due to that work injury. Employees who are integrating paid leave time with State Disability Insurance (SDI) shall receive the benefits of this Section under the following circumstances: upon election of full integration of disability payments and paid leave time, employees who are paid less than one-half plus one of their scheduled hours but have available leave balances of one-half plus one of their scheduled hours or more shall receive the benefits of this Article. Employees who are on an approved leave of absence without pay under the Family Medical Leave Act of 1993 will continue to receive the Benefit Plan dollars for up to six (6) pay periods. Employees who are on a leave of absence without pay shall not be eligible to receive the monetary benefits of this Section unless on a medical leave or a Family Medical Leave Act eligible leave.

Section 2 – Section 125 Premium Conversion Plan

- (a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for health insurance, dental insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.
- (b) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees’ Retirement Association.

- (c) To be eligible for this benefit, an employee must be in a regular position and be regularly scheduled to work at least forty (40) hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act.
- (d) Election of pre-tax and after-tax payroll deductions shall be made within thirty (30) days of the initial eligibility period in a manner and on such forms designated by the Human Resources Division. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan Year.
- (e) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year qualifying events include: marriage, divorce, birth, adoption, death, over age dependent, loss of student status, you or your spouse's reduction in work hours, loss of spouse's employment, gain or loss of spouse's insurance, relocation outside an HMO network service area, entitlement to Medicare for you or your dependent, significant increase in County insurance cost during the Plan Year, loss of Medi-Cal or Medicaid coverage and spouse's or dependent's open enrollment. The employee must submit request for a change due to a mid-year qualifying event within thirty (30) days of the qualifying event. The County Human Resources Division will authorize changes, as long as the change is made on account of or consistent with an employee's change in status.

Section 3 – Health and Dental Plan Coverage

- (a) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a health and dental plan offered by the District/County. Employees who fail to elect health plan coverage will be automatically enrolled in the health and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence.
- (b) To be eligible for District health and dental plan coverage, an employee in a regular position must be scheduled for a minimum of forty (40) hours and have received pay for at least one half plus one hour of scheduled hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act.
- (c) Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee becomes ineligible for an HMO network service area.
- (d) Eligible employees may elect to enroll their dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within thirty (30) days of obtaining dependent status, such as birth, adoption or marriage.
- (e) Notification of a mid-year qualifying event must be submitted to the Special Districts/County Fire Human Resources Division in accordance with procedures adopted by the County. Employees are responsible for notifying the District within thirty (30) days of dependent's change in eligibility for health and dental plans.
- (f) Dependent(s) must be removed mid-Plan Year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example divorce, over age dependent or gain of coverage on spouse's employer provided insurance.
- (g) Premiums for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.
- (h) Employees eligible for health plan coverage who are also enrolled in comparable group health plan sponsored by another employer may elect to discontinue enrollment in their District/County-sponsored health plan (Opt-Out).

- (1) Employees who elect to Opt-Out of District/County sponsored health plan coverage will forfeit the bi-weekly Benefit Plan amounts specified in paragraphs (b) of Section 1 of this Article and will instead receive the following bi-weekly Benefit Plan amounts:
 - (i) Employees scheduled for sixty-one (61) to eighty (80) hours per pay period shall receive one hundred thirty-three dollars and eighty-five cents (\$133.85) per pay period; employees scheduled for forty (40) to sixty (60) hours shall receive sixty-six dollars and ninety-three cents (\$66.93) per pay period.
 - (ii) To receive this Benefit Plan amount, the employee must be paid for a minimum of one-half plus one of their scheduled hours. For instance, an employee scheduled to work eighty (80) hours must be paid for a minimum of forty-one (41) hours.
- (i) Employees eligible for dental plan coverage who are also enrolled in a comparable group dental plan sponsored by another employer may elect to discontinue enrollment in their District/County-sponsored dental plan.
- (j) The rules and procedures for electing to Opt-Out of District/County-sponsored health and dental plan coverage are established and administered by the County Human Resources Division.
 - (1) Employees may elect to Opt-Out of District/County health and/or dental plan(s) within thirty (30) calendar days of becoming eligible for another employer-sponsored group plan. Verification of coverage is not initially necessary as it will be required during the next annual open enrollment period.
 - (2) Employees may elect to Opt-Out of District/County health and/or dental plan(s) during an annual open enrollment period. All employees electing Opt-Out during an annual open enrollment period, for reasons other than initial gain of another employer-sponsored group plan, must provide verification of other group plan coverage.
 - (3) After initial Opt-Out, employees must re-elect the Opt-Out benefit and provide verification of continued coverage each year during subsequent open enrollment periods.
 - (4) An employee who elects Opt-Out for dental plan coverage may not re-enroll in a District/County-sponsored dental plan for a minimum of two (2) years unless the employee involuntarily loses coverage from the other employer-sponsored group dental plan. Employees who elect to enroll in County/District dental coverage, for reasons other than involuntary loss of another group sponsored dental plan coverage, may enroll during the open enrollment following completion of the two (2) year dental Opt-Out restriction. NOTE: a voluntary loss of other group dental insurance may result in a break in dental coverage until the two (2) year mandatory Opt-Out period is complete.
 - (5) Employees who voluntarily or involuntarily lose their other group health plan coverage must enroll in a District/County-sponsored health plan within thirty (30) calendar days. Enrollment in the District/County-sponsored plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll their eligible dependents, the dependents may only be added at a subsequent annual open enrollment period.
 - (6) There must be no break in the employee's health plan coverage between the termination date of the other employer group coverage and enrollment in a District/County health plan. Terms and conditions of the applicable plan will determine the required retroactive enrollment period and premiums required to implement coverage. Failure to notify the District/County of loss of group coverage within thirty (30) calendar days will require the employee to pay their insurance premiums retroactively on an after-tax basis.

- (k) An eligible employee whose spouse is also an eligible District or County employee may elect coverage as a dependent on their spouse's or, if the employee is age eighteen (18) or younger, on their parent's health and/or dental insurance plan in lieu of individual employee coverage. This is called a "waiver" to their District/County spouse's or parent's District/County insurance coverage. Such election must be made within thirty (30) calendar days of the employee's, District/County parent or spouse's eligibility for District/County health and dental insurance. During the Plan Year, an employee is responsible for notifying the District/County within thirty (30) days of ineligibility for the waiver, for example the dependent child turns nineteen (19) or the spouse leaves County or District employment. Changes will become effective on the first day of the pay period following the receipt and approval of all appropriate documentation. Loss of the spouse or parent's District/County plan coverage will require the employee to immediately enroll in the District/County health and dental plans. Waivers may be changed during any subsequent annual health and dental open enrollment period.
- (l) Effective pay period 16/01, employees who are participating in the lowest-cost dental plan (eligible, enrolled and paying premiums) will receive a premium subsidy of \$3.34 per pay period. The premium subsidy will continue until the County Dental Subsidy Fund and any interest earned have been exhausted.
- (m) For employees assigned to work in the Needles, Trona, Baker, and Ridgecrest work locations, a "Needles Subsidy" will be established. The Needles Subsidy will be paid by the employee's Department and will be equal to the amount of the premium difference between the indemnity health plan offered in these specific work locations and the lowest cost health plan provided by the District. The Subsidy will be discontinued when the lowest cost health plan becomes available to the employees.

BILINGUAL COMPENSATION

- (a) Employees who, with the approval of their Appointing Authority, are required to perform bilingual translation before an officially convened court, appeals board, commission, or hearing body, in addition to their regular duties, shall be entitled to a bilingual per diem differential. Such differential shall apply regardless of the total time required per day for such translation. Such differential shall be twelve dollars (\$12.00) per day and shall only be paid upon certification by the employee's Appointing Authority or presiding official that such translation was performed.
- (b) Employees in positions designated by the Appointing Authority which require employees as a condition of employment to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent in translation skills by the Human Resources Division to be eligible for compensation. There are three (3) levels of competency certification solely determined and administered by the Human Resources Division: Level 1 – verbal skill level: the use of English and a second language in verbal contexts which may require interpretation of simple documents in the second language; Level 2 – written skill level: reading, writing and speaking English and a second language; and Level 3 – technical skill level: reading, writing and speaking English and a second language using medical or legal terminology. Compensation per pay period shall be effective as follows: verbal skill level at forty-five dollars (\$45.00) per pay period, written skill level at fifty dollars (\$50.00) per pay period, and technical skill level at fifty-five dollars (\$55.00) per pay period. Effective December 27, 2003, compensation per pay period shall be effective as follows: verbal skill level at fifty dollars (\$50.00) per pay period, written skill level at fifty-five dollars (\$55.00) per pay period, and technical skill level at sixty dollars (\$60.00) per pay period.

BULLETIN BOARDS

The Association shall have the right to place notices on the bulletin boards. Bulletin boards may be used only for the following notices:

- (a) Recreational and social affairs of the Association;
- (b) Notices of Association meetings;
- (c) Association elections;
- (d) Board minutes;
- (e) Reports of Association committees;
- (f) News releases regarding Association business; and
- (g) Notices regarding candidates running for Association offices.

No notice or announcement shall contain defamatory, obscene, political (except with regard to those running for an Association office) or derogatory statements about the Fire District or any employee of the District. All notices to be posted must be dated and signed by an authorized representative of SEBA, and must have also been faxed to the Human Resources Division Manager or designee.

SEBA campaign posters may be posted on bulletin boards under the following conditions:

- (a) The maximum size of the poster will be 8-1/2" by 11";
- (b) The content of the poster will only include the candidate's name, picture, the position being sought and information relating to the candidate's qualifications and position on salient issues; and
- (c) The SEBA Executive Committee must approve the poster prior to posting.

Any violations of the above policy will require that the poster be removed from the bulletin board.

District equipment, materials, or supplies shall not be used for the preparation, reproduction or distribution of notices, nor shall such notices be prepared by District employees during their regular work time. SEBA may utilize the District's interdepartmental mail system provided SEBA picks up and delivers necessary bulletins to the mail room, delivery to be concurrent with regular routes with no special trips made by the District, and SEBA holds the District harmless against any loss or delays in delivery.

In cases where SEBA represents more than one (1) authorized employee representation Unit at a work location, the space described above will become the bulletin board space for all employees represented by SEBA at that work location.

CLASSIFICATION

Classification is a management tool to ensure the accurate reflection of tasks and duties involved in each position for the purpose of recruitment, retention, compensation and organizational structuring. Whenever Unit positions are subject to any changes as a result of classification review, any Board of Supervisors' action shall be made on the recommendation of the County Fire Chief. Any request to review a classification action shall be submitted to the Human Resources Division Manager. Any classification appeals shall be subject to the Classification Appeal Procedure as stated in the Personnel Rules for Board-Governed Special Districts.

DEFINITIONS

Listed below are definitions of terms commonly used in this Agreement.

Appointing Authority – Refers to the department head of the employee's department (i.e., the County Fire Chief). It includes any person who is designated as acting department head, employees acting for the department head during absence, and/or employees delegated all authority to act on behalf of the Appointing Authority on a regular basis.

County – Refers to San Bernardino County, a separate legal entity that contracts with the District to provide certain administrative functions to the District.

District – Refers to County Service Area 70, Consolidated Fire.

Human Resources Division Manager – Refers to the incumbent in the District Human Resources Division Manager's position. It also includes any person who has been designated as acting Human Resources Division Manager, employees acting for the Division Manager during absence, and/or employees delegated authority approval on a regular basis by the Human Resources Division Manager.

Service Hours – Refers to paid hours during an employee's regular tour of duty, up to eighty (80) hours per pay period. Time without pay and overtime hours do not count as service hours.

Working Days – Refers to the days that County Fire Administration is normally open to conduct business, i.e., Monday through Friday, excluding District holidays.

Board of Supervisors – Refers to the County of San Bernardino Board of Supervisors sitting as the governing body of the District.

DEPENDENT CARE ASSISTANCE PLAN

The purpose of this Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay for certain dependent care expenses with salary reduction from compensation contributed to the Plan before federal income or social security taxes are paid to the Internal Revenue Service ("Salary Reduction") in accordance with Sections 125 and 129 of the Internal Revenue Code of 1986 and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

DCAP will be administered by the Human Resources Division Manager, consistent with said Sections.

- (a) To be eligible for this benefit, an employee must be in a regular position and be scheduled for a minimum of forty (40) hours per pay period and be paid for a minimum of one half plus one of the scheduled hours or be on an approved leave designated as Family Medical Leave Act.
- (b) Enrollment in the Plan is limited to the annual open enrollment period or within thirty (30) calendar days of entry into an eligible position. Failure to submit participation agreement within the time frame shall result in an election to not participate in the Plan.
- (c) Enrollment is required every Plan Year.
- (d) An employee must elect to contribute to DCAP through salary reduction on forms approved by the Human Resources Division Manager. An employee election to participate shall be irrevocable for the remainder of the Plan Year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year "Change in Status" events include: marriage, divorce, birth, adoption, death, over age dependent, loss of student status, employee's or employee's spouse's reduction in work hours, loss of spouse's employment, significant increase or decrease in the cost of child care, and spouse's or dependent's enrollment in a similar plan. The

employee must submit a request for a change due to a mid-year Change in Status event within thirty (30) days of the qualifying event. The County Human Resources Employee Benefits and Services Division Chief, or his/her designee, will authorize changes as long as the change is made on account of or consistent with an employee's Change in Status event.

DIFFERENTIALS

- (a) Upon approval of this MOU, except as provided below, all employees in regular positions in this Unit shall receive a hazardous materials handling differential of fifty dollars (\$50.00) per pay period over and above their base bi-weekly pay.
- (b) In lieu of the above differential, employees in regular positions assigned to the Hazardous Materials Response Team shall receive a differential of two hundred seventy dollars (\$270.00) per pay period over and above their base bi-weekly pay until October 3, 2003, at which time said differential shall cease and these employees will be governed by (a) above.

DISASTER SERVICE WORKERS

All employees covered by this Agreement are public employees, and, as such, are to serve as disaster service workers subject to such service activities as may be assigned to them by their superiors or by law, pursuant to Government Code Section 3100.

DISTRICT MANAGEMENT RIGHTS

All management rights and functions shall remain vested exclusively with the District except those, which are clearly and expressly limited in this Agreement. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

- (a) The right to determine the mission and organizational structure of each of its agencies, departments, institutions, boards, and commissions.
- (b) The right of full and exclusive control of the management of the District; supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- (c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- (d) The right to change or introduce new or improved operations, methods, means or facilities; to recognize operations, modify or discontinue programs and services; or, to contract for work to be done; provided, however, that the parties shall meet and discuss the impacts of any contract proposed to be awarded which would contract for services currently being provided by Unit employees.
- (e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time and time off; to require overtime and determine the necessity for overtime; to transfer, reassign, and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

This Article neither establishes nor grants any rights or benefits to the Association or employees covered by this Agreement and the District shall be free to exercise its rights under this provision without challenge from the Association or employees except where it can be demonstrated that such exercise is contrary to a specific limitation placed upon the District in another Article of this Agreement.

DUAL APPOINTMENTS

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Human Resources Division Manager to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status, unless the most recently appointed dual appointee has regular status in the classification. The most recently appointed dual appointee shall be notified in writing by the Appointing Authority and such notification will clearly define the benefits to which that employee is entitled. Upon return of the initial appointee or completion of the training period or emergency, the following procedure shall apply. If the most recently appointed dual appointee has regular status in the same classification, he/she shall be placed in a vacant position in the same classification in the bargaining unit. If no position is available, the employee shall be laid off, pursuant to the layoff provisions of the Agreement provided, however, that the initial appointee shall be excluded from the order of layoff. If the most recently appointed dual appointee does not have regular status in the classification, he/she may be appointed to a vacant position in the same classification in the bargaining unit; however, he/she shall be required to serve a probationary period unless waived by the Human Resources Division Manager. If the most recently appointed dual appointee held prior regular status in a lower classification immediately preceding the dual appointment, he/she shall have the right to return to the former classification and department. If he/she has not held prior regular status in a lower level classification, he/she shall be terminated.

ELECTRONIC FUND TRANSFER

As a condition of employment, all employees must make and maintain arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Employees who have not made such arrangements by the end of the 4th pay period after their date of hire shall be subject to termination. In cases where an employee is unable to make arrangements for electronic fund transfer, the Human Resources Division Manager may allow an exception to this Article. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the Human Resources Division Manager.

EMPLOYEE RIGHTS

The following are employee rights:

- (a) The rights of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- (b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the District.
- (c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an Appointing Authority, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in this Article.
- (d) The right of SEBA, upon its request and prior to implementation, to discuss with District Management any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.

EXPENSE REIMBURSEMENT

Section 1 – General Provisions

The purpose of this Article is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of the District, except as may be otherwise provided in this Agreement.

Section 2 – Responsibilities

It shall be the responsibility of the Appointing Authority or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the Appointing Authority or designee to incur a business expense or to exceed maximum allowable amounts provided in Section 7 of this Article. Prior approval may be in the form of standing orders issued by the Appointing Authority or designee. Failure to obtain prior approval may result in denial of any expense claim (or excess amount) not pre-approved.

Section 3 – Travel Authorization

- (a) Travel outside the State of California must be approved by the County Administrative Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Office in triplicate on a standard "Travel Request" form, unless specifically approved in the District's budget.
- (b) The Appointing Authority or designee shall initiate travel requests. The County Administrative Officer and Auditor/Controller shall be notified in writing of all such designees.
- (c) The Appointing Authority or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

Section 4 – Authorization for Attendance at Meetings

- (a) The Appointing Authority or designee may authorize attendance at meetings at District expense when the program material is directly related to an important phase of District service and holds promise of benefit to the District as a result of such attendance.
- (b) Authorization for attendance at meetings without expense reimbursement, but on District time, may be granted when the employee is engaged on the District's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the District.

Section 5 – Records and Reimbursements

- (a) Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars (\$25.00), the submission may be deferred until the amount exceeds twenty-five dollars (\$25.00), quarterly or until June 30th during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claim for July 1st and beyond must be on a separate claim from those expenses claimed for June 30th or earlier.
- (b) Unless otherwise provided in this Article, original receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
 - (1) Private mileage.

- (2) Taxi, streetcar, bus and ferryboat fares; bridge and road tolls; and parking fees.
- (3) Telephone and telegraph charges.
- (4) Other authorized expenses which are less than one dollar (\$1.00).
- (c) Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- (d) Reimbursement shall not be made for any personal expenses such as, but not limited to, entertainment, barbering, etc.
- (e) Except as otherwise provided in this Article, expense reimbursements shall be made on an actual cost basis.

Section 6 – Transportation Modes

- (a) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the District.

- (b) Travel Via Private Automobile

- (1) Reimbursement for the use of privately owned automobiles, to conduct District business, shall be at the IRS allowable rate or thirty-two cents (.32) per mile, whichever is greater. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance and all other transportation-related costs. The District does not provide any insurance for private automobiles used on District business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on District business.
- (2) When employees traveling on official District business, leave directly from the principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations.

In no case will mileage be allowed between the employee's residence and the assigned work location.

- (c) Travel Via Rental Vehicles

Reimbursement will be provided for the cost of a rental vehicle for business purposes if the Appointing Authority or designee approves such use. Rental vehicles are covered for liability and vehicle physical damage under the District's self-insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchases additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for District business. A copy of the rental agreement or rental receipt and gasoline receipt must accompany requests for reimbursement for gasoline for rental vehicles.

- (d) Travel Via Air

- (1) Commercial Aircraft – When commercial aircraft transportation is approved the “cost of public carrier” shall mean the cost of air coach class rate including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the County Administrative Officer or designee.
- (2) Private Aircraft – When private aircraft transportation is approved by the County Administrative Officer or designee, reimbursement will be as follows:
 - (i) Reimbursement use of aircraft owned or rented and flown by District personnel will be for equivalent road miles at the first mile rate of the current private automobile use reimbursement schedule. Landing or tie-down fees will be reimbursed similar to automobile parking charges.
 - (ii) Reimbursement for trips to and from the following destinations will be limited to the cost of public carrier except when justified by unusual circumstances as determined by the County Administrative Officer or designee: Sacramento, San Francisco, Oakland, and San Jose.
 - (iii) Authorized charter flights with a licensed charter service providing the aircraft and pilot will be reimbursed at actual cost. The County Administrative Officer or designee, prior to departure, must individually approve charter flights.
 - (iv) The employee or owner of the aircraft must have a minimum single limit liability insurance coverage of five hundred thousand dollars (\$500,000.00) for bodily injury and/or property damage and have the District included as an additional insured. Written evidence of such insurance must be on file with County Risk Management.

Section 7 – Meals and Lodging

- (a) Meal and lodging expenses shall not be allowed without prior approval of the Appointing Authority or designee as necessary for the purpose of conducting District business. Excess charges greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay, Sacramento, Los Angeles and San Diego). Original receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provided below, for all meal expenses claimed.
- (b) The allowance for lodging is seventy-five dollars (\$75.00) plus tax, per night, single, with receipt.
- (c) Compensation for meal expenses may be provided as follows:
 - (1) Option 1 – With receipts, an employee may be reimbursed for meal expenses up to fifty dollars (\$50.00) per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, eleven dollars (\$11.00) for breakfast, fifteen dollars (\$15.00) for lunch; and twenty-four dollars (\$24.00) for dinner, all including tax and gratuity.
 - (2) Option 2 – Without receipts, an employee may be reimbursed for meal expenses up to thirty-four dollars (\$34.00) per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, six dollars (\$6.00) for breakfast, nine dollars (\$9.00) for lunch, and nineteen (\$19.00) for dinner, all including tax and gratuity.
- (3) All meals for a single day must be claimed under either Option 1 or Option 2.
- (d) Meal allowances for a business meeting/conference including meals are the actual cost.

- (e) The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, the District shall make every effort to provide meals.

Section 8 – Expense Advances

Advancement of funds for business expenses can be obtained from the Auditor/Controller's office through submission of the appropriate form. Advancements shall not exceed the maximum per diem amounts set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00). Upon return from travel, the employee must submit an expense reimbursement form and all receipts documenting expenses incurred. If the employee does not submit this accounting within fifteen (15) calendar days of return from travel, or prior to termination of District employment, the Auditor/Controller's office may recover the amount advanced from the employee's pay.

FLEXIBLE SPENDING ACCOUNT

Effective July 26, 2003, the District shall establish a Health Expense Flexible Spending Account (FSA) for employees in regular positions who are regularly scheduled to work forty (40) or more hours per pay period. The Health Expense FSA is established in accordance with provisions of Section 125 of the Internal Revenue Code (IRC). The County's Human Resources Division Chief, Employee Benefits and Services, will serve as the Plan's Administrator. The Health Expense FSA Plan year will coincide with the District Benefit Plan year. Employees who choose to participate in the Health Expense FSA must complete and submit enrollment forms in accordance with procedures developed by the Plan's Administrator. Eligible employees will be notified of these procedures at least thirty (30) days prior to the beginning of each Plan year. Eligible employees may contribute, on a pre-tax basis, a minimum of five dollars (\$5.00) and a maximum of twenty-five dollars (\$25.00) per biweekly pay period to a flexible spending account. Upon enrolling in the Plan, employees may not change their designated biweekly contribution amount or discontinue making contributions for the remainder of the Plan year (until on or about June 30) unless they incur an eligible family status change as defined in Section 125 of the IRC. Section 125 also requires that any amounts remaining in an employee's account at the end of the Plan year must be forfeited. Any forfeited amounts will be used to help defray the Plan's administrative expenses. Contributions made to the Health Expense FSA may be used for receiving non-taxable reimbursements of eligible medical and dental expenses not covered by insurance. Eligible reimbursable expenses are those medical and dental expenses that qualify as medical expenses under the IRC.

FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement, for its duration, therefore constitute the complete and total contract between the District and SEBA with respect to wages, hours and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore, the District and SEBA for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement.

GRIEVANCE PROCEDURE

Section 1 – Purpose

The District and SEBA fully realize the importance of a viable grievance procedure to aid in the resolution of disputes. As such, this procedure is intended to establish a systematic and orderly method of processing grievances. It is not intended to be used to effect changes in the terms of this Agreement or those matters not covered by this Agreement. The Board of Supervisors, sitting as the governing body for Special Districts, and SEBA have pledged that their representatives at all levels will extend active, aggressive and continuing efforts to secure prompt disposition of grievances. The initiation of a grievance in good faith by an employee shall not cause any adverse reflection on the employee's standing with immediate supervisors or loyalty as a District employee.

Section 2 – Definition of a Grievance

A grievance is a timely, sufficient and good faith allegation by an employee, group of employees, or SEBA that there has been a violation concerning the interpretation or application of a specific Article(s) of this Agreement. SEBA may not independently submit or process a formal grievance, unless it alleges that at least one (1) employee within the Unit has suffered detriment as a result of the aggrieved contract provision.

Section 3 – Jurisdiction

The Human Resources Division Manager or designee shall have the sole authority within the District structure to provide the official management interpretation or application to any and all provisions of this Agreement. The arbitrator has the final authority within the District structure to adjudicate all grievances, as defined or otherwise provided herein. The arbitrator holds no jurisdiction over a grievance where the remedy has been granted or otherwise provided.

Section 4 – Exclusions

All matters are excluded from this procedure, which deal with the "District Management Rights" Article; the project compensation provisions of the "Temporary Performance of Higher Level Duties" Article; federal or state statutes, rules or regulations; District Personnel Rules; or which are preempted by County Charter or are excluded by an express provision of this Agreement.

There shall be no double or multiple requests or appeals for a same case/same set of circumstances where one adjudicatory body has rendered a decision on the same. Decision is to be interpreted as excluding a situation where an adjudicatory body has determined it has no jurisdiction in the matter.

Except as otherwise provided by this Agreement or state or federal statute, this grievance procedure shall be the sole and exclusive procedure for seeking recourse on the grievance.

Section 5 – Representation

Aggrieved employee(s) may represent themselves, or may be represented by a SEBA Field Representative. This representation may commence at any step in the Grievance Procedure. A representative of Human Resources may be in attendance at any step in the Grievance Procedure. The District agrees within reasonable limits to compensate the aggrieved employee(s) for time spent during regularly scheduled hours in the handling of real and prospective grievances.

Section 6 – Consolidation of Grievances

In order to avoid the necessity of processing numerous similar grievances at one time, similar grievances shall be consolidated whenever possible.

Section 7 – Time Limitations and Notification

Time limitations are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties in writing. If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. For purposes of this Grievance Procedure, notification to a party may be given either personally, by U.S. mail, telephonically, or via E-mail.

The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified. A grievance may be entertained or advanced to any step beyond Step 2, Human Resources Division, if the parties jointly so agree. A copy of such agreements bearing the signature of the parties shall be filed with the Human Resources Division.

When notice is mailed to an employee, it shall be sent to the employee's current address of record. For the purpose of this procedure, notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service, unless the party can establish that notice was not actually received as a result of circumstances beyond the party's control.

Section 8 – Steps in the Grievance Procedure

The procedures outlined herein constitute the steps necessary to resolve an employee's grievance. The attempt of settlement of grievances must be submitted at Step 1 within fifteen (15) working days after the employee is aware of the conditions precipitating the grievance. For example, anything written on the employee's time card is considered actual notice.

Step 1 – Immediate Supervisor. As a prerequisite to the filing of a formal grievance, the employee having a grievance shall, on a personal face-to-face basis, discuss the complaint with the immediate supervisor. At this step, it is the responsibility of the employee to inform the supervisor that he/she is initiating the grievance process. Within three (3) working days the immediate supervisor shall give the decision to the employee orally. If immediate supervisor is not available, next in command should be notified. The employee shall notify the immediate supervisor in writing (preferably by e-mail) if the employee advances the grievance to the next step.

Step 2 – Human Resources Division. If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing on appropriate forms supplied by the Human Resources Division which shall provide, in order to be considered, a detailed statement of the grievance, including the date of occurrence, names of witnesses or individuals involved, location, applicable Agreement Articles alleged to have been violated, date discussed with immediate supervisor, and the specific remedy or action requested. The written grievance shall be filed in triplicate with the Human Resources Division within ten (10) working days of oral notification of the immediate supervisor's decision. The Human Resources Division shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate. In making such determination, the Human Resources Division shall determine if: (1) the grievance has been filed in a timely manner; (2) the initial step has been followed; (3) the grievance contains information required; and (4) if the grievance alleges that specific Memorandum of Understanding Article(s) has been misinterpreted, misapplied, or violated. The determination and notification to the grievant and SEBA will be made within five (5) working days of receipt of the grievance. If the Human Resources Division determines that the grievance is not subject to this procedure, the employee or SEBA may appeal this decision directly to the arbitrator, in accordance with the provisions of this procedure, within five (5) working days.

Step 3 – Division Level. If the grievance is accepted, the grievant shall submit the written grievance to the division level within five (5) working days of notification of the Human Resources Division's determination.

The Division/Section Head shall meet with the grievant and thoroughly discuss the grievance. The Division/Section Head shall submit a written response to the grievant within five (5) working days of receipt of the formal grievance from the employee.

Step 4 – Human Resources Division. If a mutually acceptable solution has not been reached, the grievant shall submit the written grievance to the Human Resources Division within five (5) working days of the receipt of written response of the Division/Section Head.

Following a review of the grievance with the Appointing Authority, the Human Resources Division Manager or that individual's designee shall have full and final authority on behalf of the District to mutually resolve the grievance with the employee/employee's representative within ten (10) working days of receipt of the written grievance of the employee. Such notification shall be rendered in writing to the grievant, SEBA and the Appointing Authority. Only SEBA may appeal this determination directly to an arbitrator in accordance with the provisions of this procedure within five (5) working days following notification by the Human Resources Division.

Step 5 – Pre-Arbitration Process. If the grievance has not been satisfactorily resolved at Step 4 by the District and the grievant, a written appeal to arbitration must be filed concurrently with the Human Resources Division and SEBA within five (5) working days of notification of the decision by the Human Resources Division Manager or that individual's designee. The appeal must be presented on the aforementioned grievance form along with a copy of any pertinent documents.

Grievances shall only be advanced to arbitration by SEBA. The cost for hearing all grievances advanced to arbitration shall be split equally between the District of the grievant and SEBA, including any cancellation fee if both parties are mutually responsible, otherwise the party responsible shall pay the entire cancellation fee.

Pre-arbitration conferences are to be mandatory and no grievances shall be forwarded to the arbitration process without the same. Within twenty (20) working days of the approval to advance a grievance to arbitration, both parties are required to meet in such conference with the goal of resolving mutually identified grievance issues. If resolution is not attained, both parties are obligated at that time to jointly or individually declare stipulations, identify witnesses and exchange exhibits that will be carried forward to the arbitration process, the intent being full disclosure by both sides prior to the arbitration process. No new issues or violations may be raised at the pre-arbitration hearing conference.

Step 6 – Arbitration. The Human Resources Division and the employee or SEBA shall select an arbitrator by mutual agreement. Where mutual agreement cannot be reached, within five (5) days the parties shall request a list of arbitrators from the State Mediation and Conciliation Service, and mutually select an arbitrator from said list. Where mutual agreement cannot be made, the arbitrator shall be determined following a striking process. The determination as to which party strikes first shall be based on a coin flip. If the last remaining person on the list is not available, the previously stricken person(s) shall be contacted in reverse order until one is available. The parties shall contact the arbitrator to establish a hearing date acceptable to both parties.

- (a) In reaching a decision and award the arbitrator shall limit himself to the allegations contained in the grievance presented in relation to the express provisions of the agreement alleged to have been violated. Further, the arbitrator shall have no authority to amend, change, add to, subtract from, or ignore any provisions of this agreement. Lastly the arbitrator shall not substitute his judgment for that of the District on matters pertaining to the exercise of managerial discretion except where it can be shown by the grievant/SEBA that the District abused its discretion. The arbitrator shall not grant any right or relief on any grievance occurring at any time other than the contract period in which such right originated. If the arbitrability of the grievance is in dispute, the arbitrator shall render a decision on the arbitrability of the dispute prior to scheduling a hearing on the merits of the grievance.

- (b) The decision of the arbitrator will be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing. This decision may require an Appointing Authority or a subordinate to cease and desist from the action, which is the subject of the grievance. The arbitrator may also require the Appointing Authority to take whatever action is necessary, within the control of the Appointing Authority, to remedy the grievance or take other action to relieve the loss, if any, to the employee. Under no conditions can the arbitrator order relief that exceeds the relief requested by the grievant and shall be limited to making the grievant whole. In the event the arbitrator determines that monetary relief is an appropriate remedy, he/she shall limit any retroactive award, including interest, to a date that is no earlier than fifteen (15) working days from the date the grievance was filed in writing.
- (c) The arbitrator's decision shall be transmitted to the Human Resources Division and SEBA with a copy to the grievant.
- (d) All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.
- (e) The decision by the arbitrator shall be final and binding on all parties unless appealed or there is a financial impact of greater than one thousand dollars (\$1,000.00), in which case it shall be subject to approval of the Board of Supervisors.
- (f) For grievance decision with financial impact of greater than one thousand dollars (\$1,000.00), the Human Resources Division will submit the grievance decision within ten (10) working days to the next meeting of the Board of Supervisors. If the Board of Supervisors fails to act within thirty (30) days following receipt of formal notice of the decision of the arbitrator, it shall become final and binding. A copy of the decision shall be filed with the Human Resources Division, SEBA and the grievant.
- (g) The District will submit a request for payment to the Auditor within five (5) working days of the Board decision.

Prior to Step 5 – Pre-Arbitration. The parties (Human Resources Division Manager or designee and SEBA) may by mutual agreement utilize mediation for grievances filed under the provisions of this Agreement. The mediation process described in this Section may be invoked only by the two (2) parties identified herein and is expressly an exception to the language contained in Section 5 of this Article.

The parameters of the mediation process, where mutual resolution of the grievance or disciplinary appeal sought, are as follows:

- (a) The parties (Human Resources Division Manager or designee and SEBA) shall exchange in writing the agreement to refer a specific grievance or disciplinary appeal to mediation.
- (b) The grievant shall have the right to be present, represented by SEBA as the sole, exclusive bargaining agent.
- (c) The grievant shall have SEBA as the singular spokesperson and the District a representative from the Human Resources Division, with neither side allowed the presence of an attorney.
- (d) Any written material submitted to the mediator shall be returned to the party providing the material at the conclusion of the mediation meeting.
- (e) The mediation process shall be as follows:
 - (1) The mediation meeting shall be an informal process, limited to a one (1) hour presentation for each side, not restricted to the rules of evidence, no retention of a proceedings record.

- (2) The mediator will meet jointly with the parties and separately, if necessary.
 - (3) The mediator has no authority to compel resolution of the matter mediated.
 - (4) The oral advisory opinion of the mediator shall be given at the conclusion of the meeting and the parties may opt to agree in writing to the opinion, reject the same mutually or singularly and proceed to the next step of the usual process, or remove the matter from the process by mutual agreements.
 - (5) The advisory opinion accepted in writing by the two (2) parties does not constitute a precedent and is not admissible as evidence in any future process governed by this Agreement.
- (f) Where possible the parties shall utilize the mediation services provided by the California State Mediation and Conciliation Service. In the event that the mediation process would result in fees for service rendered by the State or by use of a private hearing officer, such costs shall be equally divided between the District and SEBA.
- (g) The post-mediation process is restricted by the following:
- (1) No person serving in the capacity as a mediator may serve as the arbitrator for the same case should the same be forwarded to arbitration.
 - (2) No reference to a matter mediated may be utilized in a subsequent arbitration or hearing unless stated in writing at a step prior to the mediation. The penalty for violation of this understanding shall be forfeiture of the hearing or appeal by the party violating the same.
- (h) This procedure may be modified by mutual agreement of both parties.

IMPLEMENTATION

This Agreement constitutes a mutual agreement by all members of each parties' bargaining team to be jointly submitted to the Board of Supervisors for approval. It is agreed that this Agreement shall not be binding upon the parties either in whole or in part unless and until approved by the Board of Supervisors.

Any changes to this Agreement, which do not have specific effective dates, become effective on the date of Board of Supervisors approval.

JOB SHARING AND PART-TIME EMPLOYMENT

At the discretion of the Appointing Authority, an employee may be allowed to job share or to work on a part-time basis in a regular position. Job share is defined as two (2) employees sharing one regular position. Part-time employment is defined as an employee working in a regular position that is scheduled for less than eighty (80) hours per pay period.

Benefits for job sharing and part-time employees shall be as provided in the appropriate Article. Each employee shall be notified in writing by the Appointing Authority at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

The Appointing Authority may discontinue part-time or job share status with written notice at least two (2) pay periods prior to the effective date of the change.

LABOR MANAGEMENT TASK FORCE

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to the District and SEBA. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

To this end, the parties agree that a Labor Management Task Force comprised of equal numbers of management and employees shall be created as necessary to address issues which affect the efficient and effective delivery of public services appropriate to each department and Unit employees. The purpose of such a Task Force shall be to:

- (a) Review and provide input on proposed departmental policies and procedures.
- (b) Develop, review, and prioritize work simplification project proposals.
- (c) Develop and review solutions to specific program problems.

The Appointing Authority in conjunction with the Human Resources Division and SEBA shall determine the composition of each Task Force. The Appointing Authority shall select the chairperson(s) of the Task Force. Meetings will be held as often as necessary to discharge the functions of the Task Force. The Task Force will establish reasonable time frames for the accomplishment of its charges.

Recommendation of the Task Force will be arrived at by consensus and shall be submitted in writing to the Appointing Authority for final action, subject to review and approval. The Task Force shall not have any right or authority to abrogate representation rights of SEBA or District Management rights, nor shall this Article be subject to the Grievance Procedure.

LAYOFF

Layoff shall be governed exclusively by the District's Personnel Rules except that ties in seniority, for purposes of determining order of layoff, shall be broken first by:

- (a) Hire Date in District
- (b) Hire Date in County
- (c) Service Hours

LEAVE PROVISIONS

Section 1 – Sick Leave

(a) Definitions

- (1) Sick Leave – Sick leave with pay is an insurance or protection provided by the District to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for a medical, optical, or dental appointment.

- (2) Immediate Family – Immediate family is defined as parent, child, spouse, or domestic partner as defined by California Family Code Section 297.
- (3) Extended Family – Extended family is defined as grandchild, grandparent, sibling, parent/sibling-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.
- (b) Accumulation – Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.69 hours per pay period, except as provided in Section 5 of this Article. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro-rata basis.
- (c) Compensation – Approved sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement. The minimum charge against accumulated sick leave shall be fifteen (15) minutes.
- (d) Administration
 - (1) Investigation – It shall be the responsibility and duty of the Appointing Authority or designee to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Manager, Human Resources.
 - (2) Notice of Sickness – In twenty-four (24) hour departments and for employees whose work assignment requires leaving their assigned work site together with one or more other employees shortly after reporting to work, the Appointing Authority or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. For all other employees, the employee's supervisor must be notified at least one-half (1/2) hour prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

It is the responsibility of the employee to keep the Appointing Authority or designee informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor's off-work order and provides notice of same to the Appointing Authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the Appointing Authority that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above.
 - (3) Review – The Human Resources Division Manager may review and determine the justification of any request for sick leave with pay and may, in the interest of the District, require a medical report by a doctor to support a claim for sick leave pay.
 - (4) Proof – The employee shall provide a doctor's certificate or other adequate proof in all cases of absence due to illness when requested by the Appointing Authority.
 - (5) Improper Use – Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.
- (e) Sick Leave for Other than Personal Illness/Injury

- (1) Family Sick Leave – For all units a maximum of one-half (1/2) of the employee’s annual accrual of earned sick leave per calendar year may be used for attendance upon the members of the employee’s immediate family who require the attention of the employee.

Upon approval of the Appointing Authority, the employee may use part of this annual allowance for attendance upon members of the employee’s extended family residing in the employee’s household who require the attention of the employee.

- (2) Bereavement – A maximum of three (3) days earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate or extended family, as defined herein, or any relative who resided with the employee.
- (3) Birth/Adoption – A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee’s home. An employee (father) may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his child.
- (4) Medical, Optical or Dental Appointments – The employee may use sick leave for medical, dental or optical appointments. However, every effort should be made to schedule the appointments at a time of day that will minimize the employee’s time off work.

(f) Return-to-Work Medical Clearance

- (1) Under the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for a medical evaluation of their condition and authorization to return to work before returning to work.
 - (i) Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.
 - (ii) Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.
 - (iii) Employees who have been absent on account of a serious medical condition, when so directed by their Appointing Authority, and with concurrence of the San Bernardino County Center for Employee Health and Wellness.
- (2) Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Article.
- (3) It is the responsibility of the employee, covered by (1) (i) - (iii) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the District/County shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their Appointing Authority or designee immediately upon receipt of their medical provider’s authorization to return to work, and no later than twenty-four (24) hours after receipt of the notice. The Appointing Authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee’s return to work. The employee shall provide their medical provider’s written notice of authorization to return to work to the Center at or prior to the employee’s scheduled appointment time.

- (4) Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.
- (5) The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee’s appointment with the Center for Employee Health and Wellness and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, the District/County will pay for work hours missed, without charge to the employee’s leave balances.
- (6) The final decision on the employee’s ability to return to work rests with the medical provider at the Center for Employee Health and Wellness. In the event the employee is not released to return to work by the medical provider at the Center for Employee Health and Wellness, the employee’s status would continue on sick leave or, where there is no balance, leave without pay.
- (g) Workers’ Compensation – Employees shall receive full salary in lieu of Workers’ Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers’ Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee. Employees eligible for salary continuation pursuant to Labor Code 4850 are not entitled to this paid time.
- (h) Separation – Unused sick leave shall not be payable upon separation of the employee, except as provided in paragraph (i).
- (i) Sick Leave Cash-Out – Employees who hold regular positions in the Districts service and are currently members of the San Bernardino County Employees’ Retirement Association, shall receive compensation in accordance with the following.

After ten (10) years of continuous service from date of hire in a regular position and upon retirement, death, or separation, an employee or the estate of a deceased employee will be paid for unused sick leave balances according to the following formula:

<u>Sick Leave Balance As of Date of Separation</u>	<u>Cash Payment % of Hours of Sick Leave Balance</u>
480 hours or less	30%
481 to 600 hours	35%
601 to 720 hours	40%
721 to 840 hours	45%
841 to 1000 hours	50%

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, computed at their then current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances. In no event shall any employee, except those receiving a disability retirement, receive compensation under this Section in excess of five hundred (500) hours pay computed at the then current base hourly rate of said employee.

- (j) Perfect Attendance – Employees in regular, full-time positions who do not utilize any sick leave in a calendar year (i.e., pay period 1 through pay period 26 or 27, when applicable, of the same year), and who

do not record any sick leave without pay or absent without pay during that year, shall receive a one (1) year's paid membership in a Human Resources approved health facility or utilization of perfect attendance leave. The paid health facility membership shall not exceed the cost of a one (1) year paid membership at the San Bernardino YMCA. In lieu of a Human Resources approved health facility membership, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, within the time frame of the subsequent calendar year. Failure to utilize perfect attendance leave within the subsequent calendar year shall result in forfeiture of the same.

Section 2 – Bereavement Leave

Employees in regular positions may use up to two (2) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of the employee's parent, child, spouse or domestic partner, as defined by California Family Code Section 297.

Section 3 – Vacation Leave

- (a) Definition – Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the Appointing Authority.
- (b) Accumulation – Employees in regular positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Except as provided in Section 5 of this Article, employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive vacation leave accumulation on a pro-rata basis; provided, however, that there shall be no proration of the maximum accumulations. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided that an employee has completed one thousand forty (1,040) hours of continuous service from the employee's benefit date.

<u>Length of Service From Benefit Date</u>	<u>Annual Vacation Allowance</u>	<u>Maximum Allowed Unused Balance</u>
After 1040 and through 8,320 service hours	80 Hours	160 Hours
Over 8,320 and through 18,720 service hours	120 Hours	240 Hours
Over 18,720 service hours	160 Hours	320 Hours

(c) Administration

- (1) Scheduling – Vacation periods should be taken annually with the approval of the Appointing Authority at such time as will not impair the work schedule or efficiency of the District but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take vacation leave because of work urgency, the Human Resources Division Manager will request a waiver of the maximum allowed unused balance for a period not to exceed one (1) thirteen (13) pay period waiver per calendar year.

Written request for vacation leave shall receive a written response from the Appointing Authority within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be

appealed to the Manager, Human Resources, for an immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

- (2) Minimum Charge – The minimum charge against accumulated vacation leave shall be fifteen (15) minutes or multiples thereof. Vacation leave shall be compensated at the employee’s base rate of pay, except as otherwise provided in this Agreement.
- (3) Holiday During Vacation – When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee’s earned vacation benefits.
- (4) Vacation Leave and Termination Date – Employees not planning to return to District employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Refer to Personnel Rules for Board-Governed Special Districts for further explanation.

Section 4 – Holiday Leave

- (a) Fixed Holidays – All employees in regular District positions shall be entitled to the following fixed holidays:

January 1st	November 11th
Third Monday in January	Thanksgiving Day
Third Monday in February	Day after Thanksgiving
Last Monday in May	December 24th
July 4th	December 25th
First Monday in September	December 31st
Second Monday in October	

- (b) Floating Holidays – Employees in regular positions shall be entitled to accrue one (1) floating holiday [eight (8) hours holiday time] during the first pay period prior to the third Monday in January, provided that the employee is not on unpaid leave for the entire pay period and is in a paid status on the payroll.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the Appointing Authority. Appointing Authorities have the right to schedule employees’ time off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the employee. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis.

- (c) Eligibility for Holiday Pay – Except as provided in Section 5 of this Article, to receive holiday pay for a fixed holiday, the following conditions must be met during the pay period in which the fixed holiday fell.

- (1) The employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period in which such fixed holiday fell.
- (2) The employee must be paid for at least one-half (1/2) of their regularly scheduled hours.
- (3) The employee must have been on an approved leave of absence for any unpaid hours.
- (4) The employee must have not had any unauthorized leave.

- (d) Holiday During Vacation – When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee’s earned vacation benefits.
- (e) Working on a Holiday – Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee’s regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours floating holiday time. At the request of the employee, and with approval of the Appointing Authority/Fire Marshal, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.
- (f) Weekend Holidays – When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.
- (g) Holiday Time Accrual – Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.

Section 5 – Leave Accruals While on Disability Leave

Employees receiving the benefits of workers’ compensation or state disability insurance while on disability leave receive partial replacement of their income through these benefits. Employees on these types of disability leaves may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed one hundred percent (100%) of the employee’s base salary. Paid personal leave time coded on the employees’ Time and Labor Report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount in accordance with the Payroll Adjustments Article. An employee who knowingly receives payment in excess of their regular base salary is required to report it to their District payroll clerk.

Employees who are fully integrating accrued leave time with disability benefits and have at least forty-one (41) hours of any type of leave time accrued as of the prior pay period shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating or employees who have less than forty-one (41) hours of any type of leave time accrued shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the Time and Labor Report only.

Employees who are fully integrating paid leave time with disability (SDI) benefit(s) will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period, have no unapproved leave for the pay period and have enough leave accrued to equal at least one-half (1/2) of the employee’s normal scheduled hours. Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions in Section 4 of this Article.

Employees eligible to apply for SDI must provide proof of benefit amount or denial of SDI benefits. If proof is not provided, the District will presume the employee is getting the maximum allowable SDI benefit payment and the amount of paid leave coded on the Time and Labor Report will be limited to the maximum allowable leave integration to ensure gross pay from all combined sources does not exceed the employees’ base salary.

Section 6 – Compulsory Leave

If, in the opinion of the Appointing Authority/Fire Marshal, employees are unable to perform the duties of their position for physical or psychological reasons, an examination may be required by a physician or other competent authority designated by the Manager, Human Resources. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the Appointing Authority/Fire Marshal shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty.

Section 7 – Military Leave

As provided in the Military and Veterans Code Section 395 et seq., and any amendment thereto, a District employee may be entitled to the following rights concerning military leave:

- (a) Temporary Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave and step advances that would have been enjoyed had the employee not been absent, providing such employee has been employed by the District for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays.

The compensation provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. The thirty (30) day compensation provision also applies to an employee on military leave other than temporary military leave who is ordered into active military duty or is inducted, enlists, enters, or is otherwise called into active military duty.

Copy of military orders must accompany the request for leave form.

- (b) Active Duty – Employees who resign from their positions to serve in the Armed Forces of the United States or of this State shall have a right to return to their former classification, subject to a physical/psychological examination, on serving a written notice upon the District Manager of their former District within six (6) months of the termination of their active service with the Armed Forces; provided, that such right to return to former classification shall not be granted to such employees who fail to return to their position within twelve (12) months after the first date upon which they could terminate their active service with the Armed Forces.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration. However,

such employee will not have accrued vacation, sick leave, or other benefit while absent from District employment, except as provided in the temporary duty provision.

Effective May 21, 2002, by the Board of Supervisors action, the following is applicable:

The terrorist attacks of September 11, 2001, resulted in military reserve troops, including District employees, being called to active duty for an indefinite period of time. Employees have a right to be paid their regular salary during the first thirty (30) days of military duty. On October 16, 2001, the Board of Supervisors approved an action in which County employees on military leave would receive the difference between their military pay and County pay for an additional one hundred and fifty (150) days. On March 19, 2002, the Board of Supervisors approved the extension of this benefit for another one hundred eighty (180) days. This proposed action would permit District employees to have military leave benefits commensurate with County employees. These benefits would be retroactive to October 25, 2001, and continue through September 20, 2002, for a total of three hundred thirty (330) days of paid military leave.

Section 8 – Political Leave

Any employee who is a declared candidate for public office shall have the right to a leave of absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay contained herein.

Section 9 – Special Leaves of Absence Without Pay

(a) General Provisions

A special leave of absence without pay for a period not exceeding one (1) year may be granted to an employee who:

- (1) Is medically incapacitated to perform the duties of the position.
- (2) Desires to engage in a relevant course of study, which will enhance the employee's value to the District.
- (3) Takes a leave of absence pursuant to the federal Family Medical Leave Act, the California Family Rights Act, and/or Pregnancy Disability Leave provisions under the Fair Employment and Housing Act (FEHA).
- (4) For any reason considered appropriate by the Appointing Authority and Human Resources Division Manager.

(b) Types of Leaves of Absence

There are four (4) types of leaves of absence. All requests must be in writing and require the approval of the Appointing Authority or designee and the Human Resources Division Manager or designee. Upon request, the Appointing Authority or designee and the Human Resources Division Manager or designee may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate Article of this Agreement.

(1) Leaves of Absence With Right to Return

Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.

(2) Family Leave

Leaves of absence will be granted in accordance with the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or Pregnancy Disability Leave (PDL) provision under Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits outlined in the Benefit Plan Article of this Agreement for a period of six (6) pay periods. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least thirty (30) days before commencement where possible.

In instances where the leave is for the birth or placement of a child and both husband and wife are District/County employees, both employees are limited to a total of twelve (12) weeks between them.

(3) Leaves of Absence Without Right to Return

(i) Definition – Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

(ii) Rehire Process – An employee may be reemployed in the same classification from which the employee took the leave of absence with the approval of the Appointing Authority and the Human Resources Division Manager. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions of the Personnel Rules. If the employee is not re-hired within ninety (90) calendar days of the expiration of such a leave the employee shall be terminated from District service. If reemployed, the employee shall be required to serve a new probationary period. The Human Resources Division Manager or designee has the discretion to waive the requirement to serve a new probationary period.

(iii) Benefits Upon Rehire – An employee who is reemployed within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:

- Hire date.
- Benefit date for purposes of leave accruals and step advances; except that the benefit date will be advanced for the period of time the employee is on leave of absence without right to return.
- Any sick leave accruals that had not been cashed out will be restored.

To be reemployed and retain the above benefits, the employee must be appointed to a position no later than ninety (90) calendar days after the date of expiration of leave of absence. The ninety (90) days shall run concurrently with the first ninety (90) days of the one hundred eighty (180) day period provided in the Article on Reemployment.

(4) Medical Leave of Absence

- (i) Definition – A medical leave of absence of up to one (1) year may be granted to employees with regular status who suffer from catastrophic illness or serious mental illness. Such leave of absence will be granted only after FMLA, CFRA and/or PDL have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. The District retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which the department has a vacancy, the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

- (ii) Upon return from a medical leave of absence, the employee shall retain the benefits described under Section 9(b)(3)(iii) above.

- (iii) The Medical Leave of Absence provision may be removed by either party at the conclusion of this Agreement.

Section 10 – Jury Duty Leave

Employees in regular positions who are ordered/summoned to serve jury duty including Federal Grand Jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. When practicable, the Appointing Authority will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. Employees volunteering to serve on Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 9 of this Article.

Section 11 – Examination Time

Employees having regular status in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes required for selection to a different District or County position. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Such time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. Employees having probationary status, including those who have previously held regular status in another classification, are not entitled to examination time off with pay.

Section 12 – Witness Leave

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to the District.

Section 13 – Blood Donations

Employees in regular positions who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the Appointing Authority to receive this benefit.

Employees in regular positions who are apheresis donors may have up to four (4) hours off with pay with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each apheresis donation must be presented to the Appointing Authority to receive this benefit.

Section 14 – Service Date

Employee service date is the first day of the pay period in which the employee begins work.

LIFE INSURANCE

- (a) The District agrees to pay the premium for a term life insurance policy for each employee in the amount of twenty-five thousand dollars (\$25,000.00). This benefit shall only apply to employees who have been appointed to a regular position budgeted for more than forty (40) hours per pay period. Life insurance will become effective on the first day of the pay period following the employee's first pay period with forty-one (41) hours of paid time.
- (b) The District agrees to make available to each employee a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in amounts equivalent to one (1) time, two (2) times or three (3) times the employee's annual gross earnings. New employees shall become eligible to participate in these programs on the start of the pay period following completion of one thousand forty (1,040) hours of satisfactory performance.
- (c) The District agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the District.
- (d) Note: All persons eligible for the insurance programs will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

MEAL PERIODS

Meal periods are non-paid and nonworking time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, the

Appointing Authority shall allow employees a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

MEDICAL EMERGENCY LEAVE

The particulars of this Medical Emergency Leave policy are as follows:

- (a) The employee must have regular status with the District or one (1) year of continuous service in a regular position with the District.
- (b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) be on an approved medical leave of absence for at least thirty (30) consecutive calendar days (160 working hours) exclusive of an absence due to a work related injury/illness; (2) submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours); (3) have exhausted all useable leave balances prior to initial eligibility—subsequent accruals will not affect eligibility; and (4) have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.
- (c) An employee is not eligible for Medical Emergency Leave if he/she is receiving workers' compensation benefits. An employee eligible for State Disability Insurance and/or Short Term Disability must agree to integrate these benefits with Medical Emergency Leave.
- (d) Vacation, holiday and compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours [or in the case of holiday leave only four (4) hours] not to exceed a total of fifty percent (50%) of an employees' annual vacation, holiday, or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by the Human Resources Division. The employee (donee) receiving the Medical Emergency Leave will be taxed accordingly.
- (e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1,040) hours per fiscal year.
- (f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center of Employee Health and Wellness or medical designee, is required.
- (g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies per the requirement of the Benefit Plan Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.
- (h) An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, holiday, sick leave or retirement credit.
- (i) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- (j) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:

- (1) Employees who resign or die while on Medical Emergency Leave shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave at time of resignation or death in accordance with payroll procedures established by the County Auditor/Controller.
 - (2) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to full time work shall have all unused Medical Emergency Leave converted to an equal amount of sick leave which will be available to the employee in accordance with the Sick Leave Article of this Agreement.
 - (3) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to work on a part time basis (less than the employee's normally scheduled hours of work per pay period) may record a combined total of work time and Medical Emergency Leave not to exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work.
- (k) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.
 - (l) Solicitation of donors shall be regulated by the Human Resources Division, names of donors are to be confidential and the privacy rights of the donee upheld per legal requirements.
 - (m) All donors and donee shall sign release forms designed, retained and affected by the Human Resources Division.

MERIT ADVANCES

- (a) Work Performance Evaluation for a regular status employee shall be completed by the employee's immediate supervisor within a period of sixty (60) workdays prior to the employee's step advance benefit date for an employee not receiving the top step of their salary range. To receive the step advancement, the employee must be evaluated overall on the Work Performance Evaluation as "Meets Job Standards" or better.
- (b) If an employee receives an overall "Unsatisfactory Work Performance" or "Needs Improvement" evaluation, the employee's step advance may not be granted on the date.
- (c) In cases where no Work Performance Evaluation is filed in a timely manner, an employee should contact the supervisor, who must complete and file the Work Performance Evaluation within five (5) workdays. If the employee is rated, as "Meets Job Standards" or better, the employee will be granted the step advancement retroactive to the employee's salary benefit date, provided the delayed rating is the responsibility of the supervisor.
- (d) An employee denied a step advancement shall be provided an additional ninety (90) day review period. The supervisor shall complete a Work Performance Evaluation within thirty (30) days after such additional review period. If the employee receives an overall "Meets Job Standards" or better on the Work Performance Evaluation the step advancement shall be granted.
- (e) Any dispute arising out of the content of a Work Performance Evaluation with an overall rating of "Needs Improvement" or "Unsatisfactory Work Performance" may be processed in accordance with the appeal procedure in the Personnel Rules for Board-Governed Special Districts.
- (f) The performance of any employee without regular status must be rated as "Meets Job Standards" or better prior to granting any merit step advancement.

MODIFIED AGENCY SHOP

Current employees in the Unit who are now SEBA members shall remain SEBA members for the period of this Agreement. Employees who are hired after this Agreement is approved by the Board of Supervisors, and who are in a job classification within the representation unit of SEBA covered by this Agreement, shall within the first pay period from the date of commencement of duties as an employee, become a member of SEBA or pay to SEBA a fee in an amount equal to SEBA's biweekly dues; provided, however, that the unit member may authorize payroll deduction for such fee. Excepted from the above are extra-help and recurrent employees.

Dues withheld by the District shall be transmitted to the SEBA Officer designated in writing by SEBA as the person authorized to receive such funds, at the address specified.

The parties agree that the obligations herein are a condition of continued employment for Unit members. The parties further agree that the failure of any Unit member covered by the Article to remain a member in good standing of SEBA or to pay the equivalent of SEBA dues during the term of this Agreement shall constitute, generally, just and reasonable cause for termination.

The District shall not be obligated to put into effect any new, changed or discontinued deduction until a payroll deduction card is submitted to the Auditor/Controller-Recorder in sufficient time to permit normal processing of the change or deduction.

No unit member shall be required to join SEBA or to make an agency fee payment if the Unit member is an actual, verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such Unit member has verified the specific circumstances. Such employee must, instead arrange with SEBA to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax-exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee, from the following: County Employees Combined Giving Campaign; Teddy Bear Tymes; or the Salvation Army. SEBA shall be responsible for determinations under this paragraph.

SEBA shall be fully responsible for expending funds received under this Article consistent with all legal requirements for expenditures of employee dues, which are applicable to public sector labor organizations.

Whenever a Unit member shall be delinquent in the payment of dues or fees, SEBA shall give the Unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the District's Human Resources Division Manager. In the event the Unit member fails to cure said delinquency, SEBA shall request, in writing, that the District initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.

The District shall not deduct monies specifically earmarked for a Political Action Committee or other political activities.

SEBA shall keep an adequate itemized record of its financial transactions and shall make available annually to the District and, upon request to the employees who are members of SEBA within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

This organizational security arrangement shall be null and void if rescinded by a vote of employees in the Unit pursuant to Government Code Section 3502.5(b). SEBA hereby agrees to defend, indemnify and hold harmless

the District, County of San Bernardino and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article.

SEBA's indemnity and liability obligation is more fully set forth as follows:

- (a) SEBA shall defend, indemnify and hold harmless the District, County of San Bernardino and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, SEBA shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the District, County or its officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of SEBA shall not diminish SEBA's defense and/or indemnification obligations under this Agreement.
- (b) The District, immediately upon receipt of notice of such claim, proceeding or legal action shall inform SEBA of such action, provide SEBA with all information, documents, and assistance necessary for SEBA defense or settlement of such action and fully cooperate with SEBA in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by SEBA.
- (c) SEBA upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. SEBA, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

NON-DISCRIMINATION

Section 1 – Agreement

SEBA agrees to fairly represent all employees in this Unit in their employer-employee relations with the District.

The parties agree that the provisions of this Agreement shall be applied equally to all employees covered hereby without regard to race, color, sex, age, disability, national origin, religion, political or labor organization affiliations.

The parties agree to support and promote the objectives of the District's Equal Employment Opportunity program.

Section 2 – Violations

The above agreement is not subject to the Grievance Procedure.

Section 3 – Duty to Accommodate

The Association recognizes the District's obligations under the ADA and CFRA, including its duty to provide reasonable accommodations, even where a conflict may exist between such duty to provide accommodations, and a specific provision of this Agreement.

OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Agreement and during the period of time said Agreement is before the Board of Supervisors; neither SEBA nor District Administration, nor their authorized representatives will appear before the Board of Supervisors individually or collectively to advocate any amendment, addition or deletion to the terms and conditions of this Agreement. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Agreement in its entirety.

OVERTIME

(a) Policy – It is the policy of the District to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the Appointing Authority to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. The District has the right to require overtime to be worked as necessary.

(b) Definition – Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time shall be considered as time actually worked.

Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.

(c) Overtime Compensation

(1) Any employee authorized by the Appointing Authority or designee to work overtime shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

(2) In lieu of cash payment upon request of the employee and approval of the Appointing Authority or designee, an employee may accrue compensating time off at premium hours. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to promotion, demotion or termination of employment.

(d) Variable Work Schedule – The Appointing Authority/Fire Marshal may, with agreement of an affected employee, arrange for that individual to take such time off as is necessary to ensure that an employee's actual time worked does not exceed forty (40) hours within any given work period.

(e) Work Period

The work period for purposes of overtime, established for employees in this Unit commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. The work period normally does not exceed forty (40) hours. Employees may be assigned or authorized by the Appointing Authority to a 9/80 work schedule provided a work period is established and agreed to in writing by the Appointing Authority and the employee which includes forty (40) hours work in each work period. This provision does not otherwise limit the ability of the Appointing Authority to modify work schedules in accordance with the Articles, "Pay Period" or "Standard Tour of Duty."

PAY PERIOD

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence at 12:01 a.m. December 29, 2001, and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. The pay period and workweek may be adjusted in accordance with FLSA requirements. The intent of the District and SEBA is to allow for alternative shift scheduling without violating requirements of the FLSA. Under no circumstances shall the right to adjust in accordance with FLSA requirements entitle the District to make such adjustments for the primary purpose of avoiding overtime.

The District may reasonably establish, change, or modify standard days, tours of duty, or shifts for individual positions according to the needs of the service within the established period. Except in the case of any emergencies, employees shall be notified personally or by mail by a supervisor of a shift change no later than forty-eight (48) hours prior to the time the shift change is to become effective.

It is recognized that during the term of this Agreement it may be necessary for Management to make changes in the number of hours in a standard day, tour of duty, or shift to meet the needs of the service. Where Management finds it necessary to make such changes, it shall notify SEBA indicating the proposed change prior to its implementation. Where such change would significantly affect the working conditions of a significantly large number of employees, and where SEBA requests to meet with Management in a timely manner concerning the changes, the parties shall expeditiously undertake to meet regarding the impact the change would have on the employees in this Unit.

The phrase "significantly large number" shall mean: (a) a majority of the employees in the Unit; (b) all employees within a division or section; or (c) all employees within a specified classification in the Unit.

Paychecks shall be issued on the second Thursday following the end of the preceding pay period, provided that the Auditor/Controller may issue paychecks at an earlier date if possible.

PAYROLL ADJUSTMENTS

In situations involving overpayment to an employee by the District, said employee shall be obligated to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. The Auditor/Controller's office or Human Resources, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. The employee, subject to the approval of the County's Auditor/Controller, may request extensions to the period for repayment of the overage. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1-1/2) times as long as the overpayment period. If the employee leaves employment prior to the repayment of overage, the Auditor/Controller's office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the Auditor/Controller shall initiate the collections process against the employee.

In situations involving underpayment to an employee by the District, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the Auditor/Controller's office, including necessary approval of the Appointing Authority and the Human Resources Division Manager.

In those situations where the employee has been underpaid by seven and one-half percent (7.5%) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request an on-demand warrant to correct the error. The departmental payroll section shall complete the request for payroll adjustment and forward it and any necessary approval of the Appointing Authority to the Auditor/Controller within one (1) working day of receipt of the employee's request. The Auditor/Controller's

office shall pay the employee the amount due within two (2) working days of receipt of the request for payroll adjustment from the department. For this Section, base pay shall be determined by multiplying the employee's base rate of pay by the number of hours in their usual work schedule.

The Human Resources Division Manager or designee must authorize payroll adjustments to correct any payroll error or omission for instances arising more than thirteen (13) pay periods prior to the request for payroll adjustment.

PAYROLL DEDUCTIONS

It is agreed that SEBA membership dues and insurance premiums for plans sponsored by SEBA shall be deducted by the District from the pay warrant of each employee covered hereby who files with the District a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership dues and insurance premiums deducted from the pay warrants of employees covered hereby shall be made to SEBA within thirty (30) days after the conclusion of the month in which said membership dues and insurance premiums were deducted.

The District shall not be liable to SEBA, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than that constituting actual deductions made from employee wages earned. SEBA shall hold the District harmless for any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the District under this Article.

PHYSICAL FITNESS

Section 1 – General

The parties agree that physical and mental fitness of District employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement the District, with reasonable cause, may require medical and psychological assessments of employees provided the District pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals.

Medical and psychological reports shall be released to and retained by the Center for Employee Health and Wellness. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of District business.

Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law or as may be provided through the Employee Assistance Program for County/District employees.

Section 2 – Wellness Examinations

The District shall provide at District expense pre-scheduled annual toxicology examinations performed by a District-selected physician for all employees assigned to this Unit who regularly work with and/or are exposed to dangerous substances.

PRE-HEARING DISCUSSIONS

The parties agree that prior to submitting any matter within for adjudication or prior to the filing of a civil lawsuit, other than disciplinary matters, both parties shall discuss such matters at the earliest moment.

All parties agree to provide full disclosure and to extend good faith efforts to resolve disputes through these discussions. Such discussions on offers of settlement may not be revealed at subsequent hearing.

Nothing in this Article shall serve to waive the rights of the appellants or their representatives to the applicable appeal procedure due to a lapse of time resulting from such pre-hearing discussions.

PROBATIONARY PERIOD

The probationary period of one thousand forty (1,040) service hours ends at the end of the day in which the employee has completed the required number of service hours.

The probationary period will be automatically extended for each hour during which the employee is on leave without pay or on military leave, past thirty (30) days whether paid or unpaid. In situations where the employee is on continuous paid sick leave for eighty (80) or more consecutive hours, or on modified duty for occupational or non-occupational reasons, the probationary period may be extended at the discretion of the Appointing Authority. Such extension is in addition to the eighteen (18) pay period extension allowed by the Personnel Rules.

PROMOTIONS

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) salary increase, whichever is greater; provided that no employee is thereby advanced above step 11 of the higher base salary range. At the discretion of the Appointing Authority and with the approval of the Human Resources Division Manager, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the Human Resources Division Manager.

PROVISIONS OF LAW

It is understood and agreed that this Agreement is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the Charter of the County of San Bernardino. If any part or provision of this Agreement is in conflict or inconsistent with such applicable provisions of those Federal, State, or District enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Agreement shall not be affected thereby. If any part or provision of this Agreement is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this Agreement shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Agreement.

REEMPLOYMENT

- (a) Reemployment in Same Classification – A regular employee who has terminated District employment, and who is subsequently rehired in the same classification in a regular position within one hundred eighty (180) days (i.e., beginning the first day of work by the 180th calendar day), may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave) and the Retirement Plan contribution rate (provided the employee complies with any requirements established by the Retirement Board), subject to the approval and conditions established by the Appointing Authority and the Human Resources Division Manager or designee. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Division Manager or designee. The employee shall be provided a new date of hire for purposes of District seniority.
- (b) Reemployment in Same Job Family – A regular employee who has terminated District employment and who is subsequently rehired to a regular position in the same job family within one hundred eighty (180)

days (i.e., beginning the first day of work by the 180th calendar day), may receive restoration of vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Division Manager or designee. The employee shall be provided a new date of hire for purposes of District seniority.

- (c) Reemployment in Another Job Family – A regular employee who has terminated District employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first (91st) day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Division Manager or designee. The employee shall be provided a new date of hire for purposes of District seniority.
- (d) Reemployment from Layoff - A regular employee who has been laid off from District employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate and sick leave in the same manner as described above. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.
- (e) For the purposes of this Article, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of District employment.

RELOCATION

Employees in regular positions who are required by order of the Fire Marshal to change their principal place of residence because of reassignment to meet the needs of the District will be granted time off with pay not to exceed two (2) work days and up to four hundred dollars (\$400.00) reimbursement towards the actual cost of relocating their personal furnishings and belongings.

RENEGOTIATION

In the event either party hereto desires to negotiate a successor Agreement, such party shall timely serve upon the other, at least one hundred fifty (150) calendar days prior to the expiration of this Agreement, a written request to commence negotiations. Upon receipt of such written request, negotiations shall begin no later than thirty (30) calendar days after such receipt. The first order of business shall be negotiation of ground rules.

REST PERIODS

Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the District, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative nor used to report to work late or leave early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty	Number and Limit of Rest Period
After 3 hours and through 6 hours	One – 15 Minute Rest Period
After 6 hours and through 8 hours	Two – 15 Minute Rest Periods
After 8 hours and through 10 hours	Two – 20 Minute Rest Periods
After 10 hours	One – 25 Minute Rest Period and

	One – 20 Minute Rest Period
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RETIREMENT SYSTEM CONTRIBUTIONS

Section 1 – Eligibility

Under the provisions of the County Employee's Retirement Law of 1937, all employees in regular positions who are scheduled to work for a minimum of forty (40) hours per pay period shall become members of the San Bernardino County Employees' Retirement Association (SBCERA).

Exception: Employees first hired at age sixty (60) or over may choose not to become a member of SBCERA at the time of hire. If this election is made, the employee will participate in the County's PST Deferred Compensation Retirement Plan. Said employee contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from employee's earnings. Maximum total contributions shall be seven and one-half percent (7.5%) of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by the Human Resources Division Manager.

Employees who made the election not to be a member of the SBCERA prior to December 30, 2002, and were receiving the District's seven percent (7%) pick up in cash as described in Section 2 of this Article, shall continue to receive the seven percent (7%) retirement pick up. Employees who make this election on or after December 30, 2002, shall not be provided the pick up as described in Section 2.

Section 2 – District Contributions

For all eligible employees, the District will pick up a portion of the employees required contribution to the San Bernardino County Employees Retirement Association in the amount of seven percent (7%) of the employee's earnable compensation as defined in the San Bernardino County Retirement Board bylaws.

The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pick up as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pick up as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar (\$1.00); and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.

If the employee does not file a designation, the contributions shall be made as employee contributions. Employees receiving Retirement System contributions under the Benefit Plan in effect prior to the effective date of this Article shall continue to have contributions under this Article applied (as employer or employee contributions for retirement purposes) in the same manner as previously applied for the employee until a revised designation is made by the employee.

Any dollars which are remaining after all retirement system obligations are fully satisfied shall be paid to the employee in cash.

Section 3 – Remaining Employee Contributions

Any employee Retirement System contribution obligations which are not paid by the application of Section 2 of this Article shall be “picked up” for tax purposes only pursuant to this Section. The Auditor/Controller-Recorder shall implement the pick up of such Retirement System contributions under Internal Revenue Code Section 414(H)(2) effective with the earnings paid and contributions made on and after the effective date of this Article.

The District shall make member contributions under this Section on behalf of the employee, which shall be in lieu of the employee’s contributions and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom the District picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the District under this Section shall be treated as compensation paid to District employees for all other purposes. District paid employer contributions to the County’s Retirement System under this Section shall be paid from the same source of funds as used in paying the salaries of the affected employees. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

Upon retirement or separation, all contributions picked up under this Section will be considered for tax purposes as employer-paid contributions. Contributions under this Section shall be applied (as all employer or all employee contributions with the same value and restrictions) for Retirement System purposes in the same manner as the contributions under Section 2 of this Article.

Section 4 – Special Provisions

Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employees’ Retirement Law of 1937, shall be paid in cash seven percent (7%) of earnable compensation as defined by the bylaws of the Retirement Board.

The provisions of this Article shall be applied each pay period.

Section 5 – Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees Retirement Association (SBCERA)

Survivor benefits are payable to employed general retirement members with at least eighteen (18) months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee biweekly contribution will be paid to SBCERA as provided in annual actuarial study.

Section 6 – Safety Retirement

The District agrees to take necessary administrative actions to place individuals currently assigned to the Hazardous Materials Response Team in the Safety Retirement System of SBCERA on or about October 4, 2003. Specifically, the District will establish a separate classification series for the positions/employees assigned to the Hazardous Materials Response Team, reclassify the positions to the new series, appoint the individual incumbents who are in said position, and adopt a resolution to make Section 31664.1 of the Government Code (Safety Retirement) applicable to positions/employees in the new classification series.

Upon entrance into the Safety Retirement program, the employees’ contribution rates shall be adjusted to reflect the rates applicable to Safety members; said rates may be adjusted annually by SBCERA.

Section 7 – 3% at 50 Safety Retirement Formula

The parties acknowledge that the County Board of Supervisors intends to adopt a resolution to make Section 31664.1 of the Government Code (3% at 50 Retirement Formula) applicable to all eligible safety retirement members of SBCERA, including such safety retirement members in this Unit on October 1, 2003.

The parties agree that upon implementation of this resolution, the eligible employees in this Unit shall be required to pay an additional two and one-half percent (2.5%) of compensation earnable, each pay period into the Retirement System, above and beyond the employee contribution rates established by the Board of Retirement on an annual basis.

The parties further acknowledge and agree that implementation of this Section on October 1, 2003, is contingent upon Court approval of the settlement of retirement-related claims for safety retirement members.

RETURN-TO-WORK COMPENSATION

Section 1 – Purpose

Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are three (3) types of return-to-work compensation covered by this Article: on-call, standby, and call back. Assignment and approval of return-to-work compensation shall be made by the Appointing Authority or designee based upon the needs of the service.

Section 2 – On-Call Compensation

- (a) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed thirty (30) minutes.
- (b) Employees assigned to be on-call shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. Employees can also be given a designated time of more than one (1) hour to report by the Appointing Authority or designee.
- (c) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes.
- (d) On-call duty shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) for each full hour of duty or portion thereof. On-call time shall not count as hours worked.
- (e) The employee shall not receive on-call compensation once the employee begins work.

Section 3 – Standby Compensation

- (a) Standby duty requires the employee to return a call or page as soon as practicable but not to exceed ten (10) minutes.
- (b) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, the employee shall arrive at the work site no later than the time it takes to commute between the employee's home and the work site. Employees can also be given a designated time to report by the Appointing Authority or designee.
- (c) For employees in classifications exempt from the Fair Labor Standards Act, standby duty shall be compensated at the rate of three dollars and fifty cents (\$3.50) for each full hour of duty or portion thereof. For such employees, standby duty shall not count as hours worked.

- (d) For employees in classifications covered by the Fair Labor Standards Act, standby pay shall be compensated at minimum wage as provided by the California Industrial Welfare Commission for each full hour of standby duty or portion thereof. Standby hours under this provision shall count as hours worked for overtime purposes.

Examples of application of this provision for computing overtime:

Employee earning \$10.00 per hour works 40 hours in a work period, plus 20 hours of standby.

40 hours x \$10.00 (base salary rate) ¹	=	\$400.00
20 hours x \$ 6.75 (minimum wage)	=	<u>135.00</u>
		\$535.00

\$535.00 divided by 60 hours worked (regular rate of pay) ²	=	\$ 8.92
\$8.92 x 1-1/2 (overtime rate)	=	\$13.38

Pay for this week would be:

40 hours x \$ 8.92 (regular rate of pay)	=	\$356.80
20 hours x \$13.38 (overtime rate)	=	<u>267.60</u>
TOTAL PAY	=	\$624.40

¹Base salary rate is defined in Salary Adjustment, Section 2.

²Regular rate of pay is defined within the requirements of the Fair Labor Standards Act to include all remuneration for employment paid to the employee. When more than one rate of pay is paid for hours worked, the regular rate of pay is calculated using the weighted average of the rates of pay.

- (e) The employee shall not receive standby compensation once the employee begins work.

Section 4 – Call Back Compensation

- (a) Call back pay is used when an employee in a regular position returns to active duty and the work site at the request of the Appointing Authority or designee after said employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or standby duty to receive call back compensation.
- (b) Call back compensation shall be paid in the following manner. The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each call back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the Article on “Overtime.”
- (c) Employees shall not be eligible for call back pay in the following situations: (1) special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty; or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be accumulative and shall be considered as time actually worked for the purposes of the Article on “Overtime.”

SALARY ADJUSTMENTS

Section 1

All employees in this unit shall receive pay increases of three percent (3%) effective March 22, 2003, and three percent (3.0%) effective July 12, 2003, and three percent (3.0%) effective July 10, 2004. As a result of this increase, the base salary ranges and rates shall be applicable on the dates indicated for all classifications in this Unit. (See Appendix B for individual classification listing.)

Section 2

For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification as provided in Appendix B. Base salary rate shall mean the hourly rate of pay established pursuant to Section 1 herein or the hourly rate of pay established pursuant to the step placement within the base salary range as provided in this Agreement as appropriate. Salary ranges shall be those provided in the Basic Salary Schedule contained in the existing County Code.

SALARY RATES AND STEP ADVANCEMENTS

New employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established if justified by recruitment needs through step 5 with the approval of the Appointing Authority and through step 11 with the approval of the Human Resources Division Manager or designee.

Within the base salary range, all step advancements will be made at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval for advancement shall be based upon completion of required service hours in the classification, satisfactory work performance and Appointing Authority recommendation. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Article, "Merit Advancements."

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to eighty (80) hours per pay period. Overtime hours and time without pay shall not count toward step advancements. Step advancements within a base salary range shall be based upon two (2) step increments. The employee shall be eligible for the first step advancement after completion of one thousand and forty (1,040) hours and subsequent step advancements after completion of two thousand eighty (2,080) hours.

Examples:

Hire step	1	4
After 1,040 hours*	3	6
After additional 2,080 hours*	5	8
After additional 2,080 hours*	7	10
After additional 2,080 hours*	9	11
After additional 2,080 hours*	11	N/A

*Assumes satisfactory work performance and Appointing Authority recommendation.

The Human Resources Division Manager or designee may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity. The Human Resources Division Manager

or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

SIGNING BONUS

- (a) All employees in regular positions, in paid status as of the date this Agreement is adopted by the Board of Supervisors shall be eligible to receive a lump sum payment in the amount of one thousand three hundred and seventy-nine dollars (\$1,379.00).
- (b) The signing bonus payment shall be considered earnable compensation for purposes of retirement.

STANDARD TOUR OF DUTY

The standard tour of duty represents the time that an employee is regularly scheduled to work. The employee shall be present at the assigned work location and ready to begin work at the start of the standard tour of duty. The current standard tours of duty are the 9/80, 4/10 or 5/40. For payroll purposes, a regularly scheduled tour of duty, which commences before midnight and ends the following day, shall be reported as time worked for the day in which the tour of duty began. The Appointing Authority shall establish the actual number of hours, which comprises the standard tour of duty for each position. The Appointing Authority may modify or change the number of hours in a standard day, tour of duty or shift for each position to meet the needs of the service.

TEMPORARY PERFORMANCE OF HIGHER-LEVEL DUTIES

Employees directed to continuously perform the duties of a vacant higher-level position, or employees who have been given the temporary assignment of a project involving the performance of more difficult duties and requiring a greater level of skill(s) may be granted additional compensation. No award shall be made in any situation related to a vacation, short-term illness or other temporary relief. For the purpose of this Article, temporary is defined as six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year.

Eligibility Criteria – Employees will normally have regular status and not be in a probationary or trainee status; and there must be evidence of the employee's ability to competently perform the new assignment as determined by the Human Resources Division Manager or designee and the employee shall be required to meet standards for satisfactory performance. Appointments to regular positions of trainees or underfills are exempt from the provisions of this Article.

Assignment Criteria

- (a) For the purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (1) an unoccupied position due to attrition; (2) a position from which the incumbent is on extended leave of absence; or (3) a new position authorized by the Board of Supervisors. The Appointing Authority certifies that the employee is assigned and held responsible to fully perform all of the higher-level duties without limitation as to difficulty or complexity of assignments or consequence of action. This provision shall not be used to circumvent the merit system of promotion and approval of such a request shall initiate the appropriate recruitment/selection process where applicable.
- (b) Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance

upward mobility or to determine the impact of potential operational/organizational changes. The specific, temporary duties must be identified in writing.

Compensation

- (a) Compensation shall be awarded in pay period increments.
- (b) Employees performing the duties of a vacant higher-level regular position shall be entitled to a salary rate increase to the higher level for the time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion. The employee shall be eligible for step advances in the higher-level position in accordance with the Salary Rate and Step Advancement and Merit Advancement Articles. The employee shall continue to receive benefits associated with his/her pre-assignment occupational Unit. Differentials and other compensation shall be paid only if applicable to the higher-level position assignment. Overtime compensation shall be administered according to the FLSA status of the higher-level position. Upon assignment to the higher-level position, the employee's service hours for determining salary step in the pre-assignment position shall continue to accrue. Upon completion of assignment, the employee shall be returned to his/her former position classification. If, while on the temporary assignment, the employee's step due date occurs, the employee shall receive their salary step effective the pay period they are returned to their former classification; provided, however, that the employee received a Work Performance Evaluation of at least "Meets Job Standards" while on the temporary assignment. If the employee was due a step advance while on the temporary assignment and no evaluation has been completed or if the employee was not rated at least "Meets Job Standards," the employee shall be evaluated within three (3) pay periods of return to former classification, and if rated at least "Meets Job Standards," the employee shall receive his/her step advance retroactive to the date of return to former classification. Under no circumstances will the step advancement be retroactive beyond the date of the return to former classification. Step placement upon promotion to the same or other higher-level position following completion of the temporary assignment will be determined based upon salary rate in the pre-assignment position in accordance with the Promotions Article.
- (c) Project compensation shall be in the form of a specified percentage of the employee's base pay. The Human Resources Division Manager or designee will determine the amount in increments of one-half percent (0.5%) from a minimum of two and one-half percent (2.5%) up to a maximum of seven and one-half percent (7.5%). The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. The bonus shall be considered earnable compensation and shall be considered part of the employee's regular rate of pay for purposes of calculating overtime, if applicable. Such increases in pay shall not affect the employee's step advancement in the base range pursuant to the Article on "Salary Rates and Step Advancements."

Requests for Temporary Performance Compensation may be initiated by the Appointing Authority or an employee via the Appointing Authority. The Appointing Authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this Article. It is important to obtain Human Resources Division review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Temporary Performance Compensation is to be effective only with the Human Resources Division Manager's written approval, assignment of the greater level of duties, and signed acceptance by the employee. Under no circumstances will Temporary Performance Compensation be granted retroactively.

Requests for Temporary Performance Compensation shall be reviewed by the Human Resources Division Manager or designee. Denial of compensation due to assignment [Assignment Criteria (c)] shall not be subject to review, appeal, or the grievance procedure.

The provisions of this Article shall not be utilized to circumvent the provisions of or provide additional compensation over and above that which may be provided in the Article on "Classification." The Articles,

"Temporary Performance of Higher Level Duties" and "Classification" are mutually exclusive concepts and as such there shall be no dual or multiple requests and/or appeals, where the latter is applicable for a single situation.

TERM

The term of this Agreement shall commence at 12:01 a.m. on December 29, 2001, and this Agreement shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of December 24, 2004. If a successor Agreement has not been reached by 12:00 a.m. (midnight) of December 24, 2004, the terms and conditions of this Agreement shall be extended one (1) year or until a successor Agreement is adopted, whichever occurs sooner.

TIME AND LABOR REPORTS

Time and Labor Reports should normally be completed and signed by the employee. Employees shall be provided a copy of any Time and Labor Report whenever said report is submitted without the employee's signature. Payroll clerks who handle Time and Labor Reports shall make every effort to contact the employee regarding any correction to the time shown on said report and explain the reasons for the change before the report is submitted to the Auditor's office for processing. In all cases where corrections are made in the presence of the employee and accepted, the employee shall approve such corrections by signing a new Time and Labor Report. If time does not allow for this procedure because of the Auditor's deadline, the payroll clerk shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this Agreement, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

The District reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of Time and Labor Reports by the employee, the employee shall hold harmless the District for any delays in warrant processing.

TUITION REIMBURSEMENT AND MEMBERSHIP DUES

The District agrees to establish an individual departmental fund in the amount of three hundred and fifty dollars (\$350.00) each fiscal year for each employee in a regular position budgeted more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s); provided such expenditure enhances furtherance of Fire Department or continuing education goals.

Requests for reimbursement must be approved in advance by the Fire Marshal and shall not be paid in increments less than ten dollars (\$10.00) per fiscal year. Employee initiated education or career development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours except that which has the prior approval of the Fire Marshal.

No employee shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

UNIFORMS

Effective July 1, 2003, the District shall establish an account with a uniform provider selected by the District in the amount of one hundred fifty dollars (\$150.00) per fiscal year for each employee in this Unit. Such account shall be used for the purchase of approved uniform items and will be billed directly to the Appointing Authority. Unused amounts shall not be carried over to the following fiscal year.

USE OF DISTRICT RESOURCES

SEBA will be granted permission to use District facilities for the purpose of meeting with employees to conduct its internal affairs during non-work hours, provided space for such meetings can be made available without interfering with District needs. Permission to use District facilities must be obtained by SEBA from the appropriate Appointing Authority. SEBA shall be held fully responsible for any damages to and the security of any District facilities that are used by SEBA. No district vehicles, equipment, time, or supplies may be used in connection with any activity of SEBA, except as may be otherwise provided in this Agreement.

Use of District resources shall be limited to activities pertaining directly to the employer-employee relationship and matters within the scope of representation and shall not interfere with the efficiency, safety or security of District operations. This Article and applicable provisions of the District's Employee Relations Ordinance shall govern use of District resources.

The costs of printing of one-hundred (100) Memorandum of Understanding booklets shall be shared by the District and SEBA.

VISION CARE INSURANCE

Subject to carrier requirements, the District will pay the premiums for vision care insurance for all full-time employees in bargaining unit positions.

WORK DISRUPTION

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

The District reserves the right to revoke all payroll deduction privileges of SEBA during and after any period of such work disruption which is sanctioned or precipitated by SEBA in accordance with the District's Employee Relations Ordinance.

APPENDIX A

APPROVAL BY BOARD OF SUPERVISORS

This Memorandum of Understanding is subject to approval by the Board of Supervisors. The parties hereto agree to perform whatever acts are necessary, both jointly and separately, to urge the Board to approve this Memorandum of Understanding.

Following approval of this Memorandum of Understanding by the Board, its terms and conditions shall be implemented by appropriate ordinance, resolution or other appropriate lawful action.

DATED: _____

**SAN BERNARDINO COUNTY
CONSOLIDATED FIRE DISTRICT (CSA 70)**

**SAN BERNARDINO COUNTY SAFETY
EMPLOYEES' BENEFIT ASSOCIATION**

Elizabeth Sanchez
ER Division Chief

James H. Erwin
President

RECOMMENDED FOR BOARD OF SUPERVISORS' APPROVAL:

PETER R. HILLS
Fire Chief/Fire Warden

WALLY HILL
County Administrative Officer

APPENDIX B - SALARY ADJUSTMENT

<u>Grade</u>	<u>Classification Title</u>
AW4	Environmental Health Specialist II
A10	Environmental Health Specialist III
AW2	Environmental Specialist II
AE9	Environmental Specialist III

APPENDIX C - SALARY SCHEDULE

Salary Plan	Grade	Step	Hourly Rate	3% Effective March 22, 2003	3% Effective July 12, 2003	3% Effective July 10, 2004
SPD	AE9	1	18.53	19.09	19.66	20.25
SPD	AE9	2	18.99	19.56	20.15	20.75
SPD	AE9	3	19.46	20.04	20.64	21.26
SPD	AE9	4	19.94	20.54	21.16	21.79
SPD	AE9	5	20.43	21.04	21.67	22.32
SPD	AE9	6	20.93	21.56	22.21	22.88
SPD	AE9	7	21.45	22.09	22.75	23.43
SPD	AE9	8	22.00	22.66	23.34	24.04
SPD	AE9	9	22.51	23.19	23.89	24.61
SPD	AE9	10	23.07	23.76	24.47	25.20
SPD	AE9	11	23.64	24.35	25.08	25.83
SPD	AI0	1	21.45	22.09	22.75	23.43
SPD	AI0	2	22.00	22.66	23.34	24.04
SPD	AI0	3	22.51	23.19	23.89	24.61
SPD	AI0	4	23.07	23.76	24.47	25.20
SPD	AI0	5	23.64	24.35	25.08	25.83
SPD	AI0	6	24.23	24.96	25.71	26.48
SPD	AI0	7	24.83	25.57	26.34	27.13
SPD	AI0	8	25.44	26.20	26.99	27.80
SPD	AI0	9	26.07	26.85	27.66	28.49
SPD	AI0	10	26.72	27.52	28.35	29.20
SPD	AI0	11	27.38	28.20	29.05	29.92
SPD	AW2	1	18.16	18.70	19.26	19.84
SPD	AW2	2	18.62	19.18	19.76	20.35
SPD	AW2	3	19.08	19.65	20.24	20.85
SPD	AW2	4	19.55	20.14	20.74	21.36
SPD	AW2	5	20.04	20.64	21.26	21.90
SPD	AW2	6	20.52	21.14	21.77	22.42
SPD	AW2	7	21.05	21.68	22.33	23.00
SPD	AW2	8	21.58	22.23	22.90	23.59
SPD	AW2	9	22.12	22.78	23.46	24.16
SPD	AW2	10	22.67	23.35	24.05	24.77
SPD	AW2	11	23.24	23.94	24.66	25.40
SPD	AW4	1	19.97	20.57	21.19	21.83
SPD	AW4	2	20.46	21.07	21.70	22.35
SPD	AW4	3	20.98	21.61	22.26	22.93
SPD	AW4	4	21.50	22.15	22.81	23.49
SPD	AW4	5	22.04	22.70	23.38	24.08
SPD	AW4	6	22.58	23.26	23.96	24.68
SPD	AW4	7	23.15	23.84	24.56	25.30
SPD	AW4	8	23.73	24.44	25.17	25.93
SPD	AW4	9	24.32	25.05	25.80	26.57
SPD	AW4	10	24.93	25.68	26.45	27.24
SPD	AW4	11	25.56	26.33	27.12	27.93