

MEMORANDUM OF UNDERSTANDING

2018 – 2020

PRESCHOOL SERVICES DEPARTMENT



COUNTY OF SAN BERNARDINO

AND

SBPEA TEAMSTERS LOCAL 1932

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## ACCESS TO OFFICIAL PERSONNEL RECORDS

### ALL UNITS

An employee currently employed by the Preschool Services Department, and/or his/her representatives if designated by the employee in writing, will be allowed to review the employee's official personnel records during regular business hours at a time scheduled by the County.

Employees shall not have the right to inspect letters of reference and those matters exempted by law.

Information may be purged from the official personnel records maintained by Human Resources, subject to legal constraints, at the sole discretion of Human Resources. An employee or the appointing authority may request that such information be purged; however, such requests shall be subject to approval of Human Resources. An employee shall be notified of any purged information when the request to remove such information was made by the appointing authority.

Employees desiring to review such official records shall make such request in writing at least twenty-four (24) hours in advance to Human Resources.

## ACCESS TO WORK LOCATIONS

### ALL UNITS

#### Section 1 – Access for the Investigation of Grievances

Teamsters non-employee labor relations representatives will be granted access to County facilities to investigate grievances as follows:

- (a) Access to a work area and/or non-work area during an employee's working hours shall be subject to reasonable advance notice from the labor relations representative of the general nature of the business, and prior approval from the County.
- (b) Access to a work area and/or non-work non-public area (e.g., break room, lunch room) during an employee's non-working hours (e.g., breaks, lunch) or a non-work non-public area during business hours shall be subject to reasonable advance notice from the labor relations representative of the general nature of the business to the County.
- (c) Access to a public lobby during an employee's non-working time shall not require advance notice to the appointing authority or designated management representative if access to such public lobby does not require passage through a non-work non-public area.
- (d) Access to a public area (e.g., library) during an employee's working hours shall be subject to reasonable advance notice from the labor relations representative of the general nature of the business, and prior approval from the County.

#### Section 2 – Access for Other Matters

Teamsters non-employee labor relations representatives may be granted access to work locations on matters within the scope of representation subject to reasonable advance notice from the labor relations representative of the general nature of the business, and prior approval from the County. Teamsters understands that certain work locations may require a county representative to accompany the labor relations representative to the location where the visit will take place.

The County may deny access or terminate access to work locations if, in its judgment, it is deemed that the visit would interfere with County operations. Teamsters non-employee labor relations 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 County may establish 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.

Teamsters agrees that its representatives will not interfere with operations of departments or any facility thereof. Teamsters, shall give the Human Resources Director a written list of all authorized representatives, which list shall be kept current by Teamsters.

## ACCIDENTAL DEATH AND DISMEMBERMENT

### ALL UNITS

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/ DOMESTIC PARTNER	EACH CHILD
\$10,000	\$5,000	\$3,125
\$25,000	\$12,500	\$6,250
\$50,000	\$25,000	\$12,500
\$100,000	\$50,000	\$25,000
\$150,000	\$75,000	\$25,000
\$200,000	\$100,000	\$25,000
\$250,000	\$125,000	\$25,000

The County agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance, to be administered by the Employee Benefits and Services Division. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

## AGENCY SHOP

### ALL UNITS

Current employees in these Units who are now Teamsters members shall remain Teamsters members

for the period of this Agreement; provided, however, that an employee may withdraw from Teamsters by sending a signed letter to Teamsters during an annual thirty (30) day withdrawal period commencing at 12:01 a.m. on December 1st and ending at 12:00 a.m. (midnight) on December 31<sup>st</sup>. Employees who withdraw membership will be required to pay an agency fee to Teamsters that is not greater than union dues unless exempt by application of these provisions. 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 Teamsters covered by this Agreement, shall within the first pay period from the date of commencement of duties as an employee, become a member of Teamsters or pay to Teamsters a fee in an amount not greater than Teamsters' biweekly dues; provided, however, that the Unit member may authorize payroll deduction for such fee.

Dues withheld by the County shall be transmitted to the Teamsters Officer designated in writing by Teamsters 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 Teamsters or to pay the equivalent of Teamsters dues during the term of this Agreement shall constitute, generally, just and reasonable cause for termination.

The County 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/Treasurer/Tax Collector in sufficient time to permit normal processing of the change or deduction.

No Unit member shall be required to join Teamsters 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 Teamsters 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; the Salvation Army. Teamsters shall be responsible for determinations under this paragraph.

Teamsters 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, Teamsters 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 County's Human Resources Division Chief. In the event the Unit member fails to cure said delinquency, Teamsters shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.

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

Teamsters shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and, upon request to the employees who are members of Teamsters 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). Teamsters hereby agrees to defend, indemnify and hold harmless the 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.

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

- (a) Teamsters shall defend, indemnify and hold harmless the 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, Teamsters shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the 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 Teamsters shall not diminish Teamsters' defense or and indemnification obligations under this Agreement.
- (b) The County, immediately upon receipt of notice of such claim, proceeding or legal action shall inform Teamsters of such action, provide Teamsters with all information, documents, and assistance necessary for Teamsters defense or settlement of such action and fully cooperate with Teamsters in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by Teamsters.
- (c) Teamsters 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. Teamsters, 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.

## AUTHORIZED EMPLOYEE REPRESENTATIVES

### ALL UNITS

#### Section 1 – Authorized Employee Representatives

Teamsters may designate employees as authorized employee representatives or alternates to represent employees in the processing of grievances or during disciplinary proceedings subject to the following rules and procedures:

- (a) Teamsters may designate at least one (1) authorized employee representative at each school location for which the County maintains a work force. Teamsters shall be entitled to designate one (1) alternate for each authorized employee representative, provided that the alternate shall be located within a reasonably close geographic location as the designated representative.
- (b) Teamsters shall file with the affected Department Head, and the Human Resources Employee Relations Division a written list of all employees designated as authorized employee representatives and alternates, such list to be kept current by Teamsters.
- (c) Time spent by authorized employee representatives or alternates during their regularly scheduled work hours in representing an employee shall only be compensated by the County at such representative's or alternate's base rate of pay.
- (d) Grievants shall only be compensated for attendance at hearings and meetings conducted during their regularly scheduled working hours. Such compensation shall be at the employee's base hourly rate.



- (e) Except as provided below, County vehicles, equipment, and supplies 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 County operations and result in costs to the County.
- (f) Limited, occasional or incidental use of the County e-mail system may occur, as long as such use is consistent with the County e-mail policy and any message sent is not disruptive or detrimental to County operations. Such use shall be limited to brief communications to Teamsters related to individual grievances, disciplinary matters, or Union business. For those authorized employee representatives or alternates who are assigned a County vehicle, limited use of County vehicles may be permitted subject to prior approval from the Department.

## **Section 2 – Handling of Grievances and Disciplinary Proceedings**

- (a) An authorized employee representative or alternate 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 a grievance or disciplinary proceeding, the authorized employee representative or alternate shall first obtain authorization from their immediate supervisor. The immediate supervisor may deny such requests if it is deemed that such a request would interfere with County operations.
- (c) Employees must use the authorized employee representative or alternate assigned to their geographic location.

## **Section 3 – Employee Representative Committee**

Up to five (5) authorized employee representatives or alternates (two from the High Desert and three from greater San Bernardino) will be permitted to attend Employee Representative Committee meetings on County time; provided, however, that no such employee shall be released for more than two (2) hours per month for representatives from the San Bernardino area and no more than two and one-half (2 ½) hours for the representatives from the High Desert. In January of each year of this Agreement, representatives of Teamsters and the County will review the maximum number of attendees in this Section.

Monthly, Teamsters shall notify the County of the employee representatives who attended the previous Employee Representative Committee meeting.

## **BILINGUAL COMPENSATION**

### **ALL UNITS**

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 Human Resources to be eligible for compensation. There are two (2) levels of competency certification solely determined and administered by Human Resources: 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; and Level 2 - written skill level: reading, writing and speaking English and a second language. Compensation per pay period shall be effective as follows: verbal skill level at fifty dollars (\$50.00) per pay period, and written skill level at fifty-five dollars (\$55.00) per pay period.

Bilingual compensation will not be paid during pay periods in which paid hours are not recorded.

## COUNTY ISSUED IDENTIFICATION/ACCESS CARDS AND EQUIPMENT

### ALL UNITS

- (a) Identification/Access Cards: The County will provide identification/access cards to all employees. Employees shall carry and display such cards at all times while engaged in County business and in connection with such business shall produce cards for inspection to any County official.
- (b) Equipment: The County may issue bargaining unit employees County-owned equipment (e.g., computers, cell phones, etc.) to assist employees in the performance of their duties.
- (c) Replacement of Identification/Access Cards and Equipment: County issued identification /access cards and equipment will be replaced without charge if damaged due to normal wear and tear while used in the course of duty. In the event an employee identification/access card or County-issued equipment is lost, stolen or destroyed, for reasons such as negligence or lack of proper care by the employee, an employee may be charged the reasonable cost of replacing said card(s) and equipment, and may be subject to appropriate disciplinary action.
- (d) Separation: Employees shall surrender County-issued identification/access cards and equipment upon separation from the Preschool Services Department.

## COUNTY MANAGEMENT RIGHTS

### ALL UNITS

Nothing in this agreement shall be deemed to limit or restrict the County in any way in the exercise of the customary functions of management. All management rights and functions shall remain vested exclusively with the County except those which are clearly and expressly limited or relinquished in this Agreement. It is recognized merely by way of illustration that such management rights, functions, and discretion 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 County; supervision of all operations including making changes as the County deems necessary by it for efficient and economical operations; determination of the methods, processes, 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 place employees on administrative leave consistent with applicable law.
- (e) The right to determine the nature, extent, type, quality, and level of service.
- (f) The right to establish and allocate budgets and resources.

- (g) The right to change or introduce new or improved operations, technology, equipment, tools, materials, methods, means or facilities; to reorganize operations; establish, modify, consolidate, expand, or discontinue programs, services and classifications/jobs/duties; or to sub-contract or 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 exclusively by Unit employees.
- (h) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce qualification, productivity, and performance standards, including the quality and quantity of work to be performed by employees; to promote employees; to establish, revise, interpret, determine, and enforce work rules, policies, and procedures; to schedule work time and time off; to establish the number of hours to be worked, and length of the normal workday; to require overtime and determine the necessity for overtime; to transfer, assign, reassign, and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees; and to otherwise maintain orderly, effective, and efficient operations.
- (i) The right to determine whether and where an emergency exists and the right to take immediate and unilateral actions as the County deems necessary in an emergency.

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

The County's failure to exercise any management right reserved to it or the exercise of any such management right in a particular manner, shall not be considered a waiver of the County's ability to exercise such management rights or preclude the County from exercising the same in some other manner.

## DEFERRED COMPENSATION

### **ALL UNITS**

Employees may participate in the Section 457(b) Deferred Compensation program administered by the County, but shall not receive a County matching contribution.

## DEPENDENT CARE ASSISTANCE PLAN

### **ALL UNITS**

At the next annual Section 125 Dependent Care Assistance Plan (DCAP) open enrollment following Board approval of this MOU, employees covered by this MOU will be eligible to participate in the DCAP.

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 (IRC) 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 County's Human Resources Department, Employee Benefits and Services, consistent with said IRC Sections and the County's Dependent Care Assistance Plan Document.

- (a) Enrollment in the Plan for current employees is required every Plan Year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status event. Failure to submit participation agreement within the time frame shall result in an election to not participate in the Plan.
- (b) An employee must elect to contribute to DCAP through salary reduction on forms approved by Human Resources Employee Benefits and Services. 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 the County's Dependent Care Assistance Plan Document.
- (c) Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of a Plan Year must be forfeited except as permitted by the IRC and the County's Dependent Care Assistance Plan Document. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

## DIFFERENTIALS

### **Section 1 – Acting Preschool Teacher Differential**

Employees in the classification of Preschool Teacher Aide 9-Months or Preschool Teacher Aide 12-Months who are assigned and perform the responsibility of Preschool Teacher for a scheduled shift (defined as an 8-hour shift) shall be entitled to two dollars (\$2.00) per hour differential for hours actually worked in the Preschool Teacher capacity. Assignment of the Preschool Teacher responsibilities shall be made at the discretion of PSD management. An employee must meet all requirements of the Preschool Teacher to be temporarily assigned to the position.

### **Section 2 – Acting Preschool Site Supervisor Differential**

Employees in the classification of Preschool Teacher I 12-Months, Preschool Teacher II 9-Months, Preschool Teacher II 12-Months, Preschool Teacher III 9-Months or Preschool Teacher III 12-Months who are assigned and perform the responsibility of Preschool Site Supervisor for a scheduled shift (defined as an 8-hour shift) shall be entitled to three dollars (\$3.00) per hour differential for hours actually worked in the Preschool Site Supervisor capacity. Assignment of the Preschool Site Supervisor responsibilities shall be made at the discretion of PSD management. An employee must meet all requirements of the Preschool Site Supervisor to be temporarily assigned to the position.

### **Section 3 – Bachelor's Degree Differential**

Employees in the classification of Preschool Teacher I 12-Months, Preschool Teacher II 9-Months, or Preschool Teacher II 12-Months who hold a Bachelor's Degree in Child Education or a related field will receive differential pay equivalent to 2 ½% above their current base hourly rate of pay for all paid hours, up to their standard hours per pay period.

## DISASTER SERVICE WORKERS

### ALL UNITS

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 et seq.

## ELECTRONIC FUND TRANSFER

### ALL UNITS

All employees must make and maintain arrangements for the direct deposit of paychecks and expense reimbursements into the financial institution of their choice via electronic fund transfer. Employees who do not attempt to make such arrangements by the end of the 4th pay period after their date of hire shall be subject to disciplinary action, including termination.

In cases where an employee is unable to make arrangements for electronic fund transfer, the County, at its discretion, may allow an exception to this Article. If an exception is granted, such employees shall receive paychecks and/or expense reimbursements via pay card. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the County.

Employees who fail to make arrangements for direct deposit shall receive paychecks and/or expense reimbursements via pay card.

## ELECTRONIC TIME SHEETS

### ALL UNITS

Employees' electronic time sheets (e.g., eTime) will normally be completed and required to be electronically signed and submitted by the employee each pay period. By signing, the employee acknowledges that the information provided in the time sheet is accurate. In cases where the employee is on leave (e.g., medical leave, vacation, etc.) and has not submitted his/her time sheet, the department shall submit the employee's time sheet. Unless otherwise provided in this Agreement, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes. If errors result from the improper or unclear preparation of an employee's time sheet by the employee, the employee shall hold harmless the County for any delays in warrant processing.

## EMPLOYEE RIGHTS

### ALL UNITS

The following are employee rights:

- (a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

- (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 County.
- (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 Teamsters, upon its request and prior to implementation, to discuss with County Management any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.
- (e) The Teamsters shall be the sole, exclusive and fair representative of all employees represented by the Union in this Agreement and in all adjudicatory proceedings between the County and represented employees. Teamsters shall have the sole responsibility as to which matters are adjudicated on behalf of those represented employees and the cost of the same for employees not members of the Union.

## EXPENSE REIMBURSEMENT

### ALL UNITS

#### 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 Preschool Services Department, except as may be otherwise provided in this Agreement.

#### Section 2 – Responsibilities

It shall be the responsibility of the Director of Preschool Services 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 Director of Preschool Services 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 Director of Preschool Services. 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 Chief Executive 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 Preschool Services Department Administrative Office in triplicate on a standard "Travel Request" form.
- (b) The Director of Preschool Services shall initiate travel requests. The County Chief Executive Officer and Auditor-Controller/Treasurer/Tax Collector shall be notified in writing of all such designees.
- (c) The Director of Preschool Services 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 Assistant Executive Officer for Human Services System or designee may authorize attendance at meetings at Preschool Services Department expense when the program material is directly related to an important phase of Preschool Services Department service and holds promise of benefit to the Preschool Services Department as a result of such attendance.

- (b) Authorization for attendance at meetings without expense reimbursement, but on Preschool Services Department time, may be granted when the employee is engaged on the Preschool Services Department's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the Preschool Services Department.

### **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 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond must be on a separate claim from those expenses claimed for June 30 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 other communication-related charges.
  - (4) Other authorized expenses of 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.
- (f) Expense reimbursements may be made via Electronic Fund Transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

### **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 Preschool Services Department. Where an employee is given the choice between several means of travel (e.g., use of County vehicle vs. own personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more costly, the employee shall only be reimbursed for the lesser cost option. For example, if an employee chooses to drive his/her own vehicle when offered a County vehicle, the employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an airplane is less than the cost of driving, the employee shall only be reimbursed for the amount the Preschool Services Department would have paid for the flight.
- (b) Travel Via Private Automobile
  - (1) Reimbursement for the use of privately owned automobiles to conduct Preschool Services Department business shall be at the IRS allowable rate. 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 Preschool

Services Department does not provide any insurance for private automobiles used on Preschool Services Department business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on Preschool Services Department business.

- (2) When employees traveling on official Preschool Services Department business, leave directly from their 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 such use is approved by the appointing authority. Rental vehicles are covered for liability and vehicle physical damage under the County'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 County business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

(d) Travel Via Air

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.

## **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 Preschool Services Department business. Excess charges for meals and lodging 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 area, 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 \$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 Preschool Services Department shall make every effort to provide meals.

### **Section 8 – Expense Advances**

Advancement of funds for business expenses can be obtained from the Auditor-Controller/Treasurer/Tax Collector 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 Preschool Services Department employment, the Auditor-Controller/Treasurer/Tax Collector may recover the amount advanced from the employee's pay.

### **Section 9 – Preschool Services Department Credit/Debit Cards**

The appointing authority may issue a Preschool Services Department credit or debit card to an employee and require business expenses be paid for with said card. Further, the Preschool Services Department may require that meal and lodging expenses be limited to the maximum amounts listed in Section 7, paragraphs (b) and (c) above. If unauthorized charges are placed on the card, the employee shall be required to reimburse the Preschool Services Department, and may be subject to disciplinary action. If the employee fails to reimburse the County within fifteen (15) calendar days or prior to separation from Preschool Services Department service, the Auditor-Controller/Treasurer/Tax Collector may recover any unauthorized charges from the employee's pay.

## **FITNESS FOR DUTY**

### **ALL UNITS**

The parties agree that physical and mental fitness of County employees are reasonable requirements to perform the duties of the job. Recognizing these important factors, the parties agree that the County may require medical and psychological assessments of employees provided the County pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals. Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law.

## **FULL UNDERSTANDING, MODIFICATION AND WAIVER**

### **ALL UNITS**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and 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 County and Teamsters with respect to wages, hours, and other terms and conditions of employment. Any prior or existing understanding or agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore the County and Teamsters 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 specifically covered in this Agreement.

This Article shall not act as a waiver of any reserved or customary management rights or act as a waiver of Teamsters' right to bargain the impact of the County's exercise of its exclusive management's rights if legally required to do so. The County's failure to exercise any reserved and/or customary management right reserved to it or the exercise of any such reserved and/or customary management right in a particular manner, shall not be considered a waiver of the County's ability to exercise such reserved and/or customary management rights or preclude the County from exercising the same in some other manner. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of such terms or conditions.

## GRIEVANCE PROCEDURE

### ALL UNITS

#### Section 1 – Purpose

The County and Teamsters fully realize the importance of a viable Grievance Procedure to aid in the resolution of disputes among employees, supervisors, and management. It is recognized that conditions may arise which can create employee dissatisfaction, and that to maintain high employee morale and harmonious relations, an orderly method of processing grievances is necessary. This procedure is intended to establish a systematic means for obtaining answers and decisions regarding employee complaints. This procedure 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 and Teamsters 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 County employee.

#### Section 2 – Definition of a Grievance

A grievance is a disagreement between County management and an employee, group of employees, or Teamsters concerning the interpretation, application, or violation of a specific Article(s) of this Agreement. Teamsters 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 Director of Human Resources or designee shall have the sole authority within the County structure to provide the official management interpretation or application to any and all provisions of this Agreement.

#### **Section 4 – Exclusions**

All matters are excluded from this procedure which deal with the “Non-Discrimination” Article; “Unclassified Service” Article; “County Management Rights” Article; the project compensation provisions of the “Temporary Performance of Higher Level Duties” Article; federal or state statutes, rules or regulations; or County Charter. 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 for any grievance, as defined in Section 2 of this Article.

#### **Section 5 – Representation**

Aggrieved employee(s) may represent themselves, or may be represented by an authorized Teamsters employee representative, or by a Teamsters Labor Relations 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 County 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. 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, by facsimile, 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 Employee Relations 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 Employee Relations 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 filed on behalf of an individual employee(s) at the employee-supervisor level is required. The grievance must be submitted within fifteen (15) working days after the employee is aware of the conditions precipitating the grievance.

Step 1 – Immediate Supervisor. Initially 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.

Step 2 – Human Resources Employee Relations 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 Employee Relations Division which shall provide a detailed statement of the grievance, including dates, names, and places, applicable Agreement articles, and the specific remedy or action requested. The written grievance shall be filed with the Human Resources Employee Relations Division within five (5) working days of oral notification of the immediate supervisor's decision. The Employee Relations Division shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate after consultation with Teamsters. In making such determination, the Human Resources Employee Relations Division shall determine if: (1) the grievance has been filed in a timely manner; (2) the initial step has been followed; (3) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misinterpreted, misapplied, or violated; and (4) The matter complained of in the grievance is covered by a specific provision of the MOU. The determination and notification to the grievant and Teamsters will be made within five (5) working days of receipt of the grievance.

If objection is made to the procedural and/or substantive grievability of a grievance at this step or any other step of the grievance procedure, the parties may mutually agree to continue processing the grievance on the merits. However, it is expressly agreed that such objections to the procedural and/or substantive grievability of a grievance are preserved in any arbitration hearing and that no waiver will result from the subsequent processing and discussion of the grievance on the merits.

Step 3 – Department Level. If the grievance is accepted, or the parties agree to hold in abeyance any objections to the procedural and/or substantive grievability of the grievance, the grievant shall submit the written grievance to the Department level within five (5) working days of notification of the Employee Relations Division's determination. The Department Head or designee shall meet with the grievant and thoroughly discuss the grievance. The Department Head or designee 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 Employee Relations Division. If a mutually acceptable solution has not been reached, Teamsters or the grievant shall submit the written grievance to the Employee Relations Division within five (5) working days of the receipt of written response of the Department Head or designee.

Following a review of the grievance with the appointing authority, the Director of Human Resources or designee shall have full and final authority on behalf of the County 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, Teamsters and the appointing authority.

Step 5 – Pre-Arbitration Process. If a grievance has not been satisfactorily resolved at Step 4, a written appeal to arbitration must be filed with the Employee Relations Division by Teamsters within five (5) working days of notification of the decision by the Director of Human Resources or designee. At the same time and upon mutual agreement of the parties, the grievance may advance to mediation in accordance with Section 10 of this Article, while concurrently seeking an arbitrator. 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 with the agreement of Teamsters. The cost for hearing all grievances advanced to arbitration shall be split equally between the County Department of the grievant and Teamsters, 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.

#### Step 6 – Arbitration

At the discretion of Teamsters, grievances that occur during the term of this agreement that are not resolved at a prior step in the process can proceed to arbitration. The Employee Relations Division and the Teamsters employee representative shall select an arbitrator by mutual agreement. Where mutual agreement cannot be reached, the parties shall request a list of arbitrators from the State Mediation and Conciliation Service, and mutually select an arbitrator within ten (10) working days of receipt of 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 County on matters pertaining to the exercise of managerial discretion except where it can be shown by Teamsters that the County abused its discretion.
- (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.
- (c) The arbitrator's decision shall be transmitted to the Employee Relations Division and Teamsters 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 there is a financial impact of greater than two thousand five hundred dollars (\$2,500), in which case it shall be subject to approval of the Board of Supervisors.
- (f) For grievance decision with financial impact of greater than two thousand five hundred dollars (\$2,500), the Employee Relations Division will submit the grievance decision to the next practicable 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 Employee Relations Division of Human Resources, Teamsters and the grievant.

### **Section 9 – Unfair Labor Practices/Unit Changes**

Unfair labor practice charges as well as unit modification and unit determination disputes shall be adjudicated by the California Public Employment Relations Board.

### **Section 10 – Mediation**

Prior to Step 5 – Pre-Arbitration. The parties (Director of Human Resources or designee and Teamsters) 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 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 is sought, are as follows:

- (a) The parties (Director of Human Resources or designee and Teamsters) shall exchange in writing the agreement to refer a specific grievance to mediation.
- (b) The grievant shall have the right to be present, represented by Teamsters as the sole, exclusive bargaining agent.
- (c) The grievant shall have Teamsters as the singular spokesperson and the County a representative from the Human Resources Employee Relations 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 agreement.
  - (5) The advisory opinion accepted in writing by the two 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 Preschool Services Department and Teamsters.
- (g) 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.

## HOURS OF WORK

### ALL UNITS

The appointing authority shall establish work schedules, including determining the number of hours that comprises a scheduled shift and the number of hours in a pay period, for each position. The appointing authority may modify or change work schedules and the number of hours in a shift to meet the needs of service upon reasonable notice to the employee. Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the appointing authority, and such hours may be varied so long as the work requirements and efficient operations of the County are assured. Employees shall be present at the assigned work location and ready to begin work at the start of their shift.

For payroll purposes, a regularly scheduled shift, which commences before midnight and ends the following day (i.e., after midnight) shall be reported as time worked for the day in which the shift began. Assigned schedules shall be made at the discretion of the appointing authority. Any such modifications or changes may not be implemented until the affected employee has received a minimum notice of fourteen (14) calendar days, unless the employee(s) specifically consents to a lesser time period, or in the event of an emergency.

## IMPLEMENTATION

### ALL UNITS

Any changes to this Memorandum of Understanding, which do not have specific effective dates, become effective on the date of Board of Supervisors approval. Any economic changes to this Memorandum of Understanding, which do not have specific effective dates, become effective the beginning of the pay period following Board of Supervisors approval.

## LABOR-MANAGEMENT TASK FORCE

### ALL UNITS

The parties recognize that delivery of public services in a safe work environment and in the most efficient and effective manner is of paramount importance and interest to the County and Teamsters. 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 the Preschool Services Department and Unit employees. The purpose of such task force shall be to:

- (a) Review and provide input on proposed Preschool Services Department policies and procedures, as appropriate.
- (b) Develop, review, and prioritize work simplification project proposals.
- (c) Develop and review solutions to specific program problems.
- (d) Discuss health and safety concerns.

The composition of the task force shall be determined by the appointing authority in conjunction with the Employee Relations Division of Human Resources and the Union. The chairperson(s) of the task force shall be selected by the appointing authority. 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.

Recommendations of the task force will be arrived at by consensus and shall be submitted in writing to the Director of Preschool Services for final action, subject to review and approval. The task force shall not have any right or authority to abrogate representation rights of Teamsters or County Management Rights.

## LEAVE PROVISIONS

### Holiday Leave

#### ALL UNITS

##### (a) FIXED HOLIDAYS

- (1) 9-MONTH EMPLOYEES – Employees in 9-Month classifications (e.g., Teacher II 9-Months, etc.) shall be entitled to the following holidays:

Third Monday in January	<i>Second Monday in October</i>
Third Monday in February	November 11 <sup>th</sup>
Last Monday in May	Thanksgiving Day
First Monday in September	Day after Thanksgiving

- (2) 12-MONTH EMPLOYEES – Employees in 12-Month classifications (e.g., Teacher II 12-Months, Health Education Specialist, etc.) shall be entitled to the following holidays:

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

- (b) ELIGIBILITY FOR HOLIDAY PAY –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 the equivalent of one week of his/her regular work schedule.
- (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.



- (c) WORKING ON A HOLIDAY - Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on the employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to eight (8) hours floating holiday time. At the request of the employee, and with approval of the appointing authority, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.
- (d) WEEKEND HOLIDAYS - When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except when the preceding Friday is also a fixed holiday, then 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 when the following Monday is also a fixed holiday, then the following Tuesday will be observed as the fixed holiday.
- (e) JULY 4<sup>TH</sup> HOLIDAY (9-Month Employees Only) – Employees in 9-Month classifications will only be paid for the July 4<sup>th</sup> Holiday if they meet the eligibility requirements in accordance with sub-section B above.
- (f) SEPARATION – Upon retirement or separation, an employee shall be compensated for any unused holiday leave balances at the then current base rate equivalency.

In the event the employee separates for the purpose of making the employee a regular County employee, the County shall automatically cash out any unused holiday leave balances at the then current base rate equivalency, unless the balances are maintained and carried over with the consent and at the sole discretion of the receiving County department.

Vacation Leave (12-Month Employees Only)

**ALL UNITS**

- (a) DEFINITION  
Employees in 12-Month classifications (e.g., Teacher II 12-Months, Health Education Specialist, etc.), shall be eligible for Vacation Leave. 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 Director of Preschool Services or his/her designee.
- (b) ACCUMULATION  
Eligible employees shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided the employee has completed 1,040 hours of continuous service from the employee's date of hire.

<u>Length of Service from Date of Hire</u>	<u>Annual Vacation Allowance</u>	<u>Maximum Allowed Unused Balance</u>
<i>After 1,040 and through 8,320 service hours</i>	<i>80 hours</i>	<i>160 hours</i>
<i>Over 8,320 and through 18,720 service hours</i>	<i>120 hours</i>	<i>240 hours</i>
<i>Over 18,720 service hours</i>	<i>160 hours</i>	<i>320 hours</i>

(c) ADMINISTRATION

Vacation periods should be taken annually with the approval of the Director of Preschool Services at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well being of the employee. Employees shall not 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 Director of Preschool Services will notify the Auditor/Controller of the situation and approve a waiver of the maximum allowed unused balance for a period not to exceed one thirteen (13) pay period waiver per calendar year.

Written request for vacation leave shall receive a written response from the Director of Preschool Services or his/her designee, 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 Director of Preschool Services for an immediate review. In those instances where the direct supervisor is the Division Head, the rescission due to work urgency may be appealed to the Director of Preschool Services for 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.

The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement.

When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

If an employee is not planning to return to Preschool Services Department employment at the expiration of a vacation leave, the employee shall be compensated in a lump sum payment for accrued vacation at the employee's then base rate equivalency.

Upon retirement or separation, the employee shall be compensated for any unused vacation leave balances at the then current base rate equivalency.

In the event the employee separates for the purpose of making the employee a regular County employee, the County shall automatically cash out any unused vacation leave balances at the then current base rate equivalency, unless the balances are maintained and carried over with the consent and at the sole discretion of the receiving County department.

## Bereavement Leave

### **ALL UNITS**

Employees 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.

One (1) additional day shall be granted if the employee travels over one thousand (1,000) miles from his/her residence to the bereavement service(s). This additional day shall not be charged to the employee's personal leave balances.

## Compulsory Leave

### ALL UNITS

If, in the opinion of the appointing authority, employees are unable to perform the duties of their position for physical or psychological reasons, they may be removed from duty without pay, unless the employee is permitted to use appropriate accrued paid leave for which they are eligible. In addition, such employees may be required to submit to an examination by either a physician or other competent authority designated by the Director of Human Resources or designee or by their own physician or other practitioner, as appropriate. If the examination report of the competent authority (e.g., physician, appropriate practitioner) shows the employee to be in an unfit condition to perform the duties required of the position, the appointing authority 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. An employee who has been removed from duty for physical or psychological reasons by the appointing authority, and the employee was required to submit to an examination, may not return to duty until such time as medical clearance has been obtained.

Additionally, if an employee otherwise fails to maintain required licensure for any reason, said employee shall be removed from duty without pay, unless the employee is permitted to use appropriate accrued paid leave for which the employee is eligible.

Nothing herein is intended to preclude the employer from taking appropriate administrative action with regard to the employee.

## Leave Accruals While on Disability Leave

### ALL UNITS

Employees receiving the benefits of Workers' Compensation or short-term disability insurance 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 100% of the employee's base salary. Paid personal leave time coded on the employee's 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 Department's payroll specialist.

Employees who are fully integrating paid leave time with disability benefits shall be eligible to receive full accruals of vacation and sick leave, as applicable. Employees who are not fully integrating shall earn prorated 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 benefit(s) will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period and have no unapproved leave for the pay period. 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 this Article.

## Political Leave

### ALL UNITS

Any employee who is a declared candidate for public office (i.e., a candidate who has filed the appropriate documents) shall have the right to a leave of absence without pay with or without right to return for a reasonable period to campaign for the election.

## Sick Leave

### ALL UNITS

(a) DEFINITION – SICK LEAVE

Sick leave with pay is an insurance or protection provided by the Preschool Services Department 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 the employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical, or dental appointment, for certain purposes related to being a victim of domestic violence, sexual assault, or stalking, or other purpose authorized herein.

(b) DEFINITION – FAMILY MEMBER

Family Member is defined by Labor Code section 245.5 as a parent, child, or spouse, registered domestic partner, grandparent, grandchild, or sibling. Child means a biological, foster, or adopted child, a step child, a legal ward, a child of a domestic partner or a child to whom the employee stands in loco parentis. Parent means a biological, foster, or adoptive parent, a stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child. Domestic Partner is defined by Family Code section 297.

(c) DEFINITION – EXTENDED FAMILY

Extended family is defined as the employee's sibling-in-law, aunt, uncle, niece, nephew, or the employee's step related extended family as defined herein.

(d) LEAVE OF ABSENCE

Leaves of absences 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 the Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay.

(e) ACCUMULATION

9-Month Employees: Employees in 9-month classifications (e.g., Teacher II 9-Months) shall accrue sick leave for each payroll period completed, prorated on the basis of 1.695 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. There shall be no limit on sick leave accumulation.

12-Month Employees: Employees in 12-Month classifications (e.g., Teacher II 12-Months, Health Education Specialist, etc.) shall accrue sick leave for each payroll period completed, prorated on the basis of 3.39 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. There shall be no limit on sick leave accumulation.

(f) 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.

(g) ADMINISTRATION

- (1) Investigation - It shall be the responsibility and duty of the Director of Preschool Services or his/her 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 Director of Human Resources.
- (2) Notice of Sickness - The Director of Preschool Services or his/her designee must be notified at least one-half (1/2) hour prior to the start of the employee's scheduled shift of a sickness on the first day of absence.

It is the responsibility of the employee to keep the Director of Preschool Services or his/her 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/Proof – Generally, a request for a doctor's note should not be requested until an employee has used half of his/her annual sick leave accrual, unless misuse of sick leave is suspected. The Department may review and determine the justification for any request for sick leave with pay and may, at any time, in the interest of the County, require a medical report or other adequate proof from a doctor to support a claim for sick leave pay if misuse of sick leave is suspected.
- (4) Improper Use - Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial dispositions, instances of misrepresentation, or violations of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for termination of the employee's contract.

(h) USAGE – FAMILY SICK LEAVE

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 family members of the employee 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.

(i) USAGE – BEREAVEMENT

A maximum of three (3) days earned sick leave may be used per occurrence for bereavement due to the death of a family member, as defined herein, or any relative who resided with the employee.

(j) USAGE – BIRTH/ADOPTION

A maximum of forty (40) hours earned sick leave per occurrence for the arrival of an adoptive child at the employee's home. An employee may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his/her child.

(k) MEDICAL, OPTICAL OR DENTAL APPOINTMENTS

An 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 the day that will minimize the employee's time off work.

(I) RETURN TO WORK MEDICAL CLEARANCE

- (1) Under any of the following circumstances, an employee who has 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 his/her condition and authorization to return to work before returning to work:
  - I. An employee 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 either occupational and non-occupational illness or injury.
  - II. An employee who has been off work due to communicable diseases such as, but not limited to, chicken pox and measles.
  - III. An employee who has been absent on account of a serious medical condition, when so directed by his/her appointing authority.
- (2) Employees returning to work from a non-occupational leave of absence may be 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 is eligible for reimbursement pursuant to the Expense Reimbursement Article.
- (3) It is the responsibility of the employee, covered by 1 a - c above, to obtain written notice from his/her medical provider of his/her authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the County shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to his/her appointing authority immediately upon receipt of his/her medical provider's authorization to return to work, and no later than 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 his/her medical provider's written notice of authorization to return to work to the Center for Employee Health and Wellness 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) An 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 will be terminated per the "term clause" of the employee's contract.
- (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 as long as sufficient sick leave balances are available and in accordance with the provisions of the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).

(m) WORKERS' COMPENSATION

Employees shall be covered by the County's Workers' Compensation insurance coverage during the hours actually worked. An employee shall be covered by the County's Public Liability Insurance only while performing services for the Preschool Services Department. Employees shall only receive those benefits as required by law.

Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours the employee was scheduled to work 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 used by the employee to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.

(n) SEPARATION

Unused sick leave shall not be payable upon separation of the employee, except as provided in the Retirement Medical Trust Fund Article.

(o) PERFECT ATTENDANCE LEAVE

9-Month Employees: Employees in 9-month classifications (e.g., Teacher II 9-Months) who do not utilize any sick leave, or any leave in lieu of sick leave (e.g., vacation) or benefits in lieu of sick leave (e.g., workers' compensation, short-term disability partial/full integration, etc.) in a calendar year (i.e., pay period 1 through pay period 26 consecutively or 27, when applicable), and who do not record any sick leave without pay or absent without pay during that year, excluding scheduled recess and off-track periods, shall receive twelve (12) hours of perfect attendance leave (PAL). The employee has the option of utilizing the PAL, within the time frame of the subsequent calendar year. PAL shall not be convertible to cash. Failure to utilize perfect attendance leave within the subsequent calendar year shall result in forfeiture of the same.

12-Month Employees: Employees in 12-Month classifications (e.g., Teacher II 12-Months, Health Education Specialist, etc.) in full-time positions who do not utilize any sick leave, or any leave in lieu of sick leave (e.g., vacation) or benefits in lieu of sick leave (e.g., workers' compensation, short-term disability partial/full integration, etc.) in pay periods 1 through pay period 26 consecutively, (or 27, when applicable), and who do not record any sick leave without pay or absent without pay during those consecutive pay periods, shall be reimbursed up to a maximum of \$299 for an annual individual (employee only) health club membership. Health club membership cost must be incurred and submitted for reimbursement within a reasonable period of time from when it was awarded. In lieu of the reimbursement, the employee has the option of utilizing sixteen (16) hours of PAL, 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. PAL shall not be convertible to cash.

(p) 12-Month Employees Sick Leave Conversion Option – Employees in 12-Month classifications (e.g., Teacher II 12-Months, Health Education Specialist, etc.) who have used less than forty (40) hours of sick leave in a fiscal year (i.e., pay period 15 through pay period 14 of the following year) may, at the employee's option, convert sick leave to vacation leave by the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave.

	<b>Sick Leave Hours Used</b>	<b>Hours to be Converted</b>	<b>Vacation</b>
	0	40	24.0
	8	32	19.2
	16	24	14.4
	24	16	9.6
	32	8	4.8
	40	0	0.0

### Time Off for Voting

#### ALL UNITS

- (a) If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the employee to vote.
- (b) No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.
- (c) If the employee on the third working day prior to the day of election knows or has reason to believe that time off will be necessary to be able to vote on Election Day, the employee shall give the Preschool Services Department at least two (2) working days' notice that time off for voting is desired, in accordance with this section.

### Witness Leave

#### ALL UNITS

Employees 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 County. If an employee is required to testify as a witness during hours the employee is not scheduled to work (e.g., it is the employee's normal day off, the employee is off work pursuant to an FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Witness Leave during those hours.



## Blood Donations

### **ALL UNITS**

Employees who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay to recover 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 who are apheresis donors may have up to four (4) hours off with pay to recover 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.

## Examination Time

### **ALL UNITS**

Employees shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes (e.g., selection interviews) required for selection to a different County position. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. An employee is not entitled to compensation if the employee is able to complete the examination on his/her own non-working time (e.g., online exams). Employees must report to work before and after the examination process provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after the examination process and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank."

## Jury Duty Leave

### **ALL UNITS**

Employees 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. If an employee is required to report to jury duty during hours the employee is not scheduled to work (e.g., it is the employee's normal day off, the employee is off work pursuant to an FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Jury Duty Leave for those hours. When practicable, the appointing authority will convert an employee's regular shift to a day shift 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. The employee will not be required to return to work if more than one (1) hour remains after the employee has completed jury duty and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank." Employees volunteering to serve on a Grand Jury shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury.

## LIFE INSURANCE

### ALL UNITS

The County will pay the premium for a term life insurance policy for employees in the amount of twenty-five thousand dollars (\$25,000).

The County agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

The County will pay the term life insurance premium during the month(s) the employee’s assigned work location is closed.

## MEAL AND BREAK PERIODS

### ALL UNITS

#### MEAL PERIODS

Meal periods are non-paid and non-working 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 shift does not include a duty-free meal period, appointing authorities shall allow employees a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

#### BREAK 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 department, 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 or 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. Rest periods may not be divided so as to increase the total number of rest periods taken. For example, a twenty (20) minute rest period may not be divided by the employee into two rest periods of ten (10) minutes duration.

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

## MEDICAL AND DENTAL INSURANCE

### ALL UNITS

#### Medical and Dental Coverage

All employees must enroll in a medical plan offered by the County.

Employees who fail to elect medical plan coverage will be automatically enrolled in the medical plan offered by the County with the lowest biweekly premium rates available in the geographical location of the employee's primary residence. An employee shall be covered under this paragraph for the summer months as long as the employee remains employed.

Dental insurance coverage is not mandatory. The employee may enroll in a dental plan offered by the County at his/her own expense.

An employee may elect to enroll his/her dependents upon initial eligibility for medical and dental insurance at the employee's expense. For employees in 9-month classifications (e.g., Teacher II 9-Months), the premiums for the entire plan year (12 months) will be collected over a nine (9) month period as determined by the Human Resources Department.

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.

Notification of a mid-year qualifying event must be submitted to Human Resources Employee Benefits and Rewards in accordance with procedures adopted by the County. Employees are responsible for notifying the County within sixty (60) calendar days of dependent's change in eligibility for the County plans.

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 and will be considered a violation of a material term of the employee's contract.

Employees enrolled in a comparable medical plan may elect to opt-out of County-sponsored medical coverage (opt-out). Employees covered by a spouse, domestic partner, or parent who is also employed by the County may elect to waive his/her County-sponsored medical coverage (waive).

Employees are not required to enroll in dental coverage, however once enrolled, employees may only opt-out/waive County-sponsored dental coverage mid-Plan year if they enroll in a comparable dental plan and provide verification of the other coverage. Employees may also opt-out of dental coverage during open enrollment and no verification of other coverage is required.

The rules and procedures for electing to opt-out/waive of County-sponsored medical plan coverage are established and administered by Human Resources Employee Benefits and Rewards.

- (1) Employees may elect to opt-out/waive of County-sponsored medical and/or dental coverage within sixty (60) calendar days of becoming eligible for another comparable medical and/or dental coverage. Verification of coverage is required within sixty (60) days of becoming eligible.
- (2) Employees may elect to opt-out/waive of County-sponsored medical coverage during an annual open enrollment period. All employees electing to opt-out during an annual open enrollment period must provide verification of the other comparable medical coverage.
- (3) Employees who voluntarily or involuntarily lose their other medical plan coverage must enroll in a County-sponsored medical plan within sixty (60) calendar days. Enrollment in the County-sponsored plan will be provided in accordance with the requirements of the applicable plan. If at that time the employee elects not to enroll his/her eligible dependents, the dependents may only be added at a subsequent annual open enrollment period.
- (4) There must be no break in the employee's medical plan coverage between the termination date of the other medical plan coverage and enrollment in a County-sponsored medical plan. The retroactive enrollment period and premiums required to implement coverage are subject to the terms and conditions of the applicable plan. Failure to notify the County of loss of other comparable medical plan coverage within sixty (60) calendar days will require the employee to pay his/her insurance premiums retroactively on an after-tax basis.

Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide the employee a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for medical insurance and dental 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.

Election of pre-tax and after-tax payroll deductions shall be made within sixty (60) calendar days of the initial eligibility period in a manner and on such forms designated by Human Resources Employee Benefits and Rewards. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums 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 Section 125 Plan Document. The employee must submit request for a change due to a mid-year qualifying event within sixty (60) calendar days of the qualifying event. Changes will be authorized by Human Resources Employee Benefits and Rewards as long as they are made on account of or consistent with an employee's change in status.

Elections may be changed for any reason during the County's annual open enrollment period.

#### Payroll Adjustments for Medical Insurance

An employee's share of the plan coverage cost for the medical and dental benefits may be adjusted to reflect any rate change. Each employee covered by this agreement authorizes the County to deduct from their salary the share of the plan coverage costs for such benefits on either a before tax or after tax basis pursuant to the terms set forth above. If any such deduction or any lack of deduction is done in error, each employee authorizes the County to correct such error through future payroll adjustments, either deductions or additions as appropriate, to the employee's salary. Employees will be provided advance notice prior to any such corrective deductions and given the opportunity to discuss a plan for the timing of such corrective deductions.

### Medical Premium Subsidy

Employees enrolled in a County-sponsored medical plan shall receive a Medical Premium Subsidy (MPS) to offset the cost of medical plan premiums charged to the employee. The MPS shall not be applicable to dental plan premiums. The MPS amount shall be \$194.90 per pay period. The applicable MPS amount shall be paid directly to the provider of the County-sponsored medical plan in which the employee has enrolled. The MPS shall not be considered earnable compensation for purposes of calculating benefits or contributions to the San Bernardino County Employee’s Retirement Association.

To be eligible for the benefits of this Section, an employee must have worked and/or received pay for at least one half plus one hour of regularly scheduled hours in a pay period. An employee is not entitled to MPS for pay periods that are scheduled time off and do not include a recess period.

Changes in medical and dental coverage selection may only occur during Open Enrollment except to the extent permitted under Internal Revenue Service rulings and regulations and in compliance with the County’s Plan Document.

An eligible employee enrolled in a comparable medical plan may elect to opt-out of County-sponsored medical coverage (opt-out).

An eligible employee covered by a spouse, domestic partner, or parent who is also employed by the County may elect to waive his/her County-sponsored medical coverage (waive).

Employees who elect to opt-out or waive will receive the following amounts:

Grandfathered opt-out or waive employees	\$85.00 per pay period
New opt-out or waive requests effective July 9, 2005 or after	\$40.00 per pay period

For purposes of this Agreement, “Grandfathered opt-out or waive employees,” are defined as employees who prior to fiscal year 2005 elected to opt-out or waive and who have continued to opt-out or waive medical and dental coverage. New “opt-outs” or “waives” are defined as newly hired or current employees who opt-out or waive effective beginning with the fiscal year in 2005 and any time thereafter).

Employees who are on approved leave of absence for medical reasons pursuant to the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) and whose paid hours are less than the required number of hours designated above, will continue to receive MPS for up to six (6) pay periods in any rolling twelve (12) month period. Employees who are on an approved leave based on an approved Workers’ Compensation claim, shall receive MPS for up to twenty (20) pay periods while off work due to that work injury, inclusive of any FMLA leave, as long as the employee pays his/her portion of the premiums on time. If an employee is no longer eligible for medical and dental coverage, the employee will have the option of enrolling in COBRA continuation coverage.

Employees who are still on workers’ compensation after the expiration of the initial twenty (20) pay periods shall continue to receive MPS provided the employee is fully integrating appropriate paid leave time.

## MEDICAL EMERGENCY LEAVE

### ALL UNITS

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

- (a) The employee must have one (1) year of continuous service with the County.

- (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; (3) have exhausted all useable leave balances prior to initial eligibility for Medical Emergency Leave donations – 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 or she is receiving Workers' Compensation benefits. An employee eligible for State Disability and/or Short-Term Disability must agree to integrate these benefits with Medical Emergency Leave.
- (d) Vacation, holiday, PTO as well as 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 employee's annual vacation, holiday, PTO or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by the Human Resources Department. The employee (donee) using/coding 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 1,040 hours per fiscal year. The maximum of 1,040 hours shall be prorated for those scheduled less than 40 hours per week. Example: An employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave.
- (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 for Employee Health and Wellness or medical designee, is required. The County retains the right to request medical documentation regarding the employee's continued incapacity to return to work. An employee shall be eligible to utilize and receive Medical Emergency Leave during the period they are on the approved long term leave of absence, and only for those hours he/she is scheduled to work.
- (g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (i.e., MPS, Opt-out, and Waive amounts) per the minimum paid hours (i.e., one-half plus one hours) per pay period requirement of the Medical and Dental Coverage Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.
- (h) An employee using/coding leave under this program is not eligible for receipt of any accruals such as vacation, PTO, sick leave or retirement credit.
- (i) Medical Emergency Leave hours will count towards the accountable hours used to determine holiday leave eligibility.
- (j) 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.
- (k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals or shall be returned to the donor employee(s) as follows:

- (1) Employees who resign while on Medical Emergency Leave (i.e., an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at time of resignation in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector, prorated for those scheduled less than 40 hours per week. For example, an employee who is regularly scheduled twenty (20) hours per week is eligible to be paid for up to 88 hours of unused Medical Emergency Leave at time of resignation. In the case of employees who die while on Medical Emergency Leave, the employee's spouse, unless otherwise specified on the Beneficiary Designation For Last Will and Testament form on file with ATC, shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at the time of employee's death in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector, prorated for those scheduled less than 40 hours per week. Any unused Medical Emergency Leave in excess of the amount eligible to be paid out shall be returned to the donor(s), in accordance with procedures established by the County.
  - (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 be eligible to retain up to 176 hours unused Medical Emergency Leave, prorated for those scheduled less than 40 hours per week. For example, an employee who is regularly scheduled twenty (20) hours per week is eligible to retain up to 88 hours of unused Medical Emergency Leave upon return to work. Such hours shall only be used for the same purpose and in the same manner as Sick Leave and in accordance with the applicable Sick Leave provision of the Agreement, however, such hours shall not be eligible for conversion (e.g., cash-out). Any unused Medical Emergency Leave in excess of the amount eligible to be carried over shall be returned to the donor(s) in accordance with procedures established by the County.
  - (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. However, should the employee accrue sick leave while working part-time on Medical Emergency Leave, the employee is required to use those sick leave accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of accrued sick leave). For example, an employee who has returned to work on a part-time basis and accrued a balance of 10 hours of sick leave shall be required to use those sick leave hours before using Medical Emergency Leave hours. However, the employee may use any Medical Emergency Leave hours after exhausting accrued sick leave.
- (l) 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.
  - (m) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.
  - (n) All donors and donee shall sign release forms designed, retained and effected by the Human Resources Department.

## NON-DISCRIMINATION

### ALL UNITS

Teamsters agrees to represent all employees in this Unit in their employer-employee relations with the County.

Neither the County nor the Union shall discriminate against any employee because of race, color, ancestry, sex, sexual orientation, age, physical or mental disability, medical condition, national origin, political, religion, or labor organization affiliations, or other basis as required by federal, state, or local law.

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

## OBLIGATION TO SUPPORT

### ALL UNITS

The parties agree that, subsequent to the execution of this Agreement and during the period of time any tentatively agreed-upon successor, amendment, addition, or deletion to this Agreement is before the Board of Supervisors (i.e., after ratification by the Union but before the Board of Supervisors take action), neither Teamsters nor County Administration, nor their authorized representatives, will appear before the Board of Supervisors individually or collectively to advocate any further 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 any tentatively agreed-upon successor, amendment, addition, or deletion to this Agreement in its entirety.

## OVERTIME

### ALL UNITS

(a) Policy: It is the policy of the Preschool Services Department to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the Director of Preschool Services or his/her designee to arrange for the accomplishment of workload under his/her jurisdiction within a reasonable period of time. The Preschool Services Department 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, excluding sick leave, 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) Hours of Work: An employee's regularly scheduled work week shall be established by the Director of Preschool Services, or his/her designee. The Director of Preschool Services, or his/her designee may modify or change the number of hours in a standard day, schedule or shift to meet the needs of the service. Employees shall not work more than 40 hours per week without prior approval from the Director of Preschool Services, or his/her designee.

The Director of Preschool Services or his/her designee shall have the right to direct an employee to take such time off as necessary to ensure that an employee's actual time worked does not exceed forty (40) hours within a given work period.

- (d) Overtime Compensation – PSD Non-Supervisory Unit: Employees will be compensated at the rate of one and one half times the regular rate of pay for all hours worked in excess of 40 hours per week.
- (e) Overtime Compensation – PSD Supervisory Unit: Employees will be compensated at the rate of one and one half times the base rate of pay for all hours worked in excess of 40 hours per week.
- (f) Compensatory Time Off: In lieu of cash payment upon request of the employee and approval of the appointing authority, employees may accrue compensating time off at premium hours. Cash payment at the employee's regular rate of pay (base rate of pay for PSD Supervisory Unit) shall automatically be paid for any compensating time which exceeds forty (40) hours or for any hours on record immediately prior to promotion, demotion or termination of employment.
- (g) Work Period: The work period for purposes of overtime commences at 12:01 a.m. Saturday and ends at midnight on the following Friday thereafter.

## PAY PERIOD

### ALL UNITS

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence March 31, 2018, 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 midnight on the second Friday thereafter. The work week may be adjusted in accordance with FLSA requirements, as applicable. Paychecks shall be issued on the second Wednesday following the end of the preceding pay period.

## PAYROLL ADJUSTMENTS

### ALL UNITS

If an overpayment is made to a Preschool Services Department employee, the employee is obligated to repay the amount of overpayment within the time frame the overpayment was received by the employee. In the event of an overpayment totaling twenty-five dollars (\$25) or less, the overpayment will be recovered in one pay period. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the County's Auditor-Controller/Treasurer/Tax Collector. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will generally not be longer than one and one-half times as long as the overpayment period. If the amount owed is greater than the employee's final pay, the Auditor-Controller/Treasurer/Tax Collector shall initiate a process to collect the overpayment from the employee.

In situations involving underpayment to an employee by the County, the employee shall receive the balance due in the next pay period the adjustment can be made, following timely submission of appropriate documentation to the Auditor-Controller/Treasurer/Tax Collector's Office, including necessary approval of the appointing authority and the Director of Human Resources.

If an employee has been underpaid by seven and one-half percent (7-1/2%) or more of his/her base pay in the immediately preceding pay period, through no fault of his/her own, the employee may make a pay request to correct the error. Base pay shall be determined by multiplying the employee's base rate of pay by the number or hours in his/her usual work schedule.

The Director of Human Resources must authorize payroll adjustments to correct any payroll errors occurring more than thirteen (13) pay periods prior to the request for payroll adjustment.

## PAYROLL DEDUCTIONS

### ALL UNITS

Teamsters membership dues and insurance premiums for plans sponsored by Teamsters may be deducted by the County upon Teamsters' request and compliance with County procedures from the pay warrant of each employee covered hereby who files with the County a written authorization requesting that such deduction be made. Upon complying with the applicable County procedures and obtaining written authorization from the employee to make the deduction, 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 Teamsters within thirty (30) days after the conclusion of the month in which said membership dues and insurance premiums were deducted.

The County shall not be liable to Teamsters, 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. Teamsters shall hold the County harmless for any and all claims, demands, suits, orders, judgments or other forms of liability, including the County's reasonable attorney fees, that may arise out of or by reason of action taken by the County under this Article.

## PROJECT COMPENSATION

### ALL UNITS

- (a) Increases in pay, in the form of Project Compensation, may be granted to recognize the temporary assignment of additional responsibilities that are significant in nature and beyond the normal scope of the position. Project Compensation shall be in the form of a specified percentage of the employee's base pay. The Appointing Authority or designee will determine the amount in increments of one-half (1/2) percent from a minimum of two and one-half percent (2-1/2%) up to a maximum of seven and one-half percent (7-1/2%). The Project Compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. The Project Compensation 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 salary range pursuant to the Salary Rates and Step Advancements Article, if applicable.
- (b) Requests for Project Compensation may be initiated by the Appointing Authority, who has responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions

defined in this Agreement. It is important to obtain Director of Human Resources review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Project Compensation is to be effective only with the Director of Human Resources or designee written approval, assignment of additional or greater level of duties, and signed acceptance by the employee. Under no circumstances will Project Compensation be granted retroactively. Denial of compensation shall not be subject to review, appeal, or the grievance procedure.

## PROVISIONS OF LAW

### ALL UNITS

It is understood and agreed that this Memorandum of Understanding is subject to all applicable Federal and State laws and regulations and the provisions of the Charter of the County of San Bernardino. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of those Federal, State, or County 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 Memorandum of Understanding shall not be affected thereby. If any part or provision of this Memorandum of Understanding is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Memorandum of Understanding.

## PERSONAL TIME OFF (PTO) LEAVE (9-MONTH EMPLOYEES ONLY)

### ALL UNITS

#### (a) DEFINITION

Employees in 9-Month classifications (e.g., Teacher II 9-Months, etc.) shall be eligible for Personal Time Off (PTO) Leave. PTO is a leave of absence with pay for the recreation and well being of the employee.

#### (b) ADMINISTRATION

Effective pay period 15 of each year, the employee will be provided with 32 hours of PTO for the employee's use. Employees hired after the beginning of pay period 15 shall be credited with PTO prorated on a monthly basis based upon the annual rate of 32 hours (i.e., 2.67 hours per month, or any portion thereof). Any PTO balances in effect at the end of pay period 14 of each fiscal year will automatically be paid at the employee's current base rate of pay. Upon termination of employment or appointment to a 12 month Preschool Services Department contract position, or a regular County position, unused PTO will be paid at the current rate of pay only by the amount of hours that would have been accrued at the rate of 2.67 hours per month minus the total number of hours previously used.

Approved eTime amendments to charge or restore PTO must be submitted within two (2) pay periods of the pay period to be amended.

PTO leave may be used upon prior approval of the Director of Preschool Services or his/her designee, and must be taken at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well being of the employee.

Written request for PTO leave shall receive a written response from the Director of Preschool Services or his/her designee, within two (2) weeks of submission. In instances where a PTO leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Director of Preschool Services for an immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the employee, a PTO request would only be canceled in the most extreme work emergency.

The minimum charge against accumulated PTO leave shall be fifteen (15) minutes. PTO leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement.

## RECESS PERIODS (9-MONTH EMPLOYEES ONLY)

### ALL UNITS

Employees in 9-month classifications (e.g., Teacher II 9-Months) shall be compensated at employee's base rate of pay for Department scheduled recess periods, not to exceed the employee's daily standard shift. For the purposes of this Article, recess is defined as prescheduled recess periods as established for the current contract year.

To receive pay for prescheduled recess periods, the following conditions must be met during the pay period in which the recess occurs. In cases where the entire pay period constitutes a recess period, the following conditions must be met in the pay period immediately prior to and immediately following the recess period, unless the employee's work location is closed for more than one week of the pay period.

- (1) The employee must have been hired prior to, or at the start of, the pay period and not have terminated prior to the end of the pay period in which the recess period fell.
- (2) The employee must be paid for at least one-half of his/her regularly scheduled hours the week prior to a recess period. If the end of the recess period occurs on the first week of the pay period, the Contractor must be paid for at least one-half of his/her regularly scheduled hours the week after the recess period.
- (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.

If the employee is assigned to a Preschool Services Department site that must be closed temporarily due to circumstances outside the department's control, the employee's use of leave accruals and paid time off may be approved at manager's discretion.

## RECOGNITION

### ALL UNITS

Pursuant to the provisions of the Employee Relations Code of the County of San Bernardino and applicable State law, the Teamsters Local 1932 (Teamsters) was certified, on January 10, 2017, as the exclusive recognized employee organization for County employees in the Preschool Services Department – Non-Supervisory Unit; and on March 7, 2017, as the exclusive recognized employee organization for County employees in the Preschool Services Department – Supervisory Unit (collectively referred to as the "Units").

The County hereby recognizes Teamsters as the exclusive recognized employee organization for the Units. The Units are comprised of those classifications listed in the Appendix, and as may be modified consistent with the Employee Relations Code, subject to approval by the Board of Supervisors.

## REMOTE ASSIGNMENT BONUS

### ALL UNITS

#### GENERAL

The Director of Preschool Services Department or designee may request a Remote Assignment Bonus to assist in the recruitment, appointment, and retention of qualified individuals into positions in remote assignments as determined by the Director of Human Resources or designee to have historical/demonstrable recruitment and/or retention difficulty. Examples of remote assignments may include locations such as Newberry Springs and Needles. The employee shall be provided a copy of the approved memo by Human Resources.

#### PROGRAM APPLICABILITY

The Director of Preschool Services Department or designee may request authorization to apply the Remote Assignment Bonus to assist in filling positions in remote assignments. The position must be in a remote location and determined by the County to have historical/demonstrable recruitment and/or retention difficulty. The Director of Preschool Services Department or designee shall have sole authority to determine the applicability, amount, and duration of this bonus program to each requested position in the remote assignment, and shall certify applicability of the bonus program for each position, by assignment, and beginning and ending dates.

#### REMOTE ASSIGNMENT BONUS

An employee hired into a position in a remote assignment certified for participation in this program shall be eligible to receive recruitment bonuses in accordance with the following:

- (1) Bonus Amount and Method of Payment – Eligible employees who are hired into a position in a remote area certified for participation in the program shall receive five hundred dollars (\$500.00) upon hire, an additional five hundred dollars (\$500.00) upon completion of 2,080 hours in the position at the remote location, and an additional one thousand dollars (\$1,000.00) upon completion of an additional 2,080 hours in the position at the remote location. Each bonus payment shall be considered taxable income and subject to withholding.
- (2) Limitations and Exclusions
  - I. No bonus will be paid to any candidate whose name was placed on the eligible list for positions in the remote assignment prior to the beginning date certified by the Director of Preschool Services Department or designee for that position in the remote assignment to be eligible for participation in the Remote Assignment Bonus Program. Similarly, no bonus will be paid to any candidate whose name was placed on the eligible list for positions in the remote assignment after the ending date certified by the Director of Preschool Services Department or designee for that position in the remote assignment to be eligible for participation in the Remote Assignment Bonus Program.
  - II. The bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation.

- III. In cases where the eligible employee resigns, transfers out of the eligible position in the remote assignment, or is terminated prior to completion of each 2,080 service hour period, any unpaid remote assignment bonuses shall not be paid.

## RETIREMENT MEDICAL TRUST FUND

### ALL UNITS

A Retirement Medical Trust Fund has been established for eligible employees.

The Trust is administered by a Board of Trustees who manage resources of the Trust and determine applicable administrative fees for managing the Trust Fund. The Trustees insure that payments of qualified medical expenses incurred by retirees or their eligible dependents are properly reimbursed. The Trust establishes individual accounts for each participant who will be credited with earnings/losses based on the investment performance of the participant’s individual account. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions for the County. All of the distributions from the Trust Fund made to retirees or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including medical insurance premiums) will also be non-taxable to the retiree or the retiree’s eligible dependent(s).

The Trust is a Voluntary Employees Benefit Association (VEBA) and will comply with all the provisions of Section 501(c) (9) of the Internal Revenue Code.

#### Section 1 – Sick Leave Conversion Eligibility

Eligible employees are those employees with ten (10) or more years of participation in the San Bernardino County Employees’ Retirement Association (SBCERA) or those who receive a disability retirement. Participating in other public sector retirement system(s) may also be counted towards the ten (10) year requirement provided that the employee is also a participant of SBCERA and did not withdraw their contributions from the retirement system(s). Those eligible employees with ten (10) or more years of combined contributions to SBCERA and other public sector retirement system(s) must complete a Prior Service Credit Request form and submit it to the Retirement Medical Trust Plan Administrator for approval. A letter from the public sector retirement system(s) confirming that contributions have not been withdrawn must accompany the form.

#### Section 2 – Sick Leave Conversion Formula

All eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, upon separation from employment with the County for reasons, other than death, in accordance with the conversion formula tables below:

<b>Amount of Remaining Sick Leave Hours</b>	<b>Cash Formula Value</b>
100 to 480 hours	30%
481 to 600 hours	35%
601 to 720 hours	40%
721 to 840 hours	45%
841 to 1,200 hours	60%

### Section 3 – Death

Upon the death of a current employee with ten (10) years of continuous service from the most recent date of hire in a contract position, the estate of the deceased employee will be paid for unused sick leave balances according to the above formulas.

## RETIREMENT PLAN

### **ALL UNITS**

Employees who are scheduled to work a minimum of forty (40) hours per pay period shall participate in the County's retirement system. An employee shall be responsible for payment of the employee's portion of the retirement contribution. Employee's contributions to the retirement system shall automatically be deducted from the employee's earnings.

An employee's participation in the general retirement system shall be in accordance with the applicable terms of the California Public Employees' Pension Reform Act of 2013 (Gov't Code section 7522 et seq.).

Employees regularly scheduled to work less than forty (40) hours per pay period shall participate in the County's PST Deferred Compensation Retirement Plan. The employee shall contribute 7.5% of the employee's biweekly gross earnings, and contributions to PST shall be automatically deducted from the employee's earnings. Maximum total contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by Human Resources Employee Benefits & Rewards.

Exception: Employees first hired at age 60 or over may choose not to become a member of the San Bernardino County Employees Retirement Association (SBCERA) at time of hire. If this election is made, the employee will participate in the County's PST Deferred Compensation Retirement Plan. Said employee shall contribute seven and one half percent (7.5%) of the employee's biweekly gross earnings. The employee's contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from the 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 be automatically enrolled in the Plan upon notification from the Board of Retirement that the employee has opted out of SBCERA membership.

## SALARY RATES AND STEP ADVANCEMENTS

### **ALL UNITS**

New employees shall be hired at step 1 of the established base salary range of their classification except as otherwise provided in his/her contract or this Agreement. Variable entrance steps may be established, if justified, by recruitment needs through step 7 with the approval of the Director of Preschool Services and through the top step of the salary range with the approval of the Director of Human Resources or designee.

The Director of Preschool Services Department shall have discretion in initiating any step increase advancements based upon availability of funding. Step advancements within a base salary range shall be based upon a one (1) step increment and shall be made at the beginning of the pay period following the pay period in which the employee is approved to receive the step advancement. Employees at the top step of the salary range shall not be eligible for step advancements.

Approval for step advancement shall be based upon completion of a minimum of 1,040 service hours in the classification, satisfactory work performance and appointing authority recommendation. Completed service hours shall be defined as regularly scheduled hours in a paid status, up to eighty (80) hours per pay period. Overtime hours, disability payments, and time without pay shall not count toward step advancements.

For purposes of this Agreement, base salary range shall mean the salary range assigned to each classification. Base salary rate shall mean the hourly rate of pay based on the employee's step placement within the base salary range as provided in this Agreement.

The Director of Human Resources 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.

## SHORT-TERM DISABILITY

### ALL UNITS

The County agrees to pay the premium for short-term disability insurance for all eligible employees. Coverage is available after the employee has completed at least two (2) pay periods of continuous service, each with a minimum of one-half plus one of scheduled hours of regular paid time. The short-term disability insurance plan benefit coverage shall include a provision for a seven (7) consecutive calendar day waiting period from the first day of disability before benefits begin. Benefits shall be fifty-five percent (55%) of base salary up to a weekly maximum established by the State of California for the State Disability Insurance fund. Benefit payments terminate when the employee is no longer disabled or after fifty-two (52) weeks of disability.

The County agrees to provide these benefits subject to carrier requirements as specified in the Short-Term Disability Policy.

The County will pay the short-term disability insurance premium during the Summer Recess.

## TERM

### ALL UNITS

Except as otherwise provided in the Wages Article, the term of this Memorandum of Understanding shall commence upon approval by the Board of Supervisors, and this Memorandum of Understanding Agreement shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of March 31, 2020. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of March 31, 2020, the terms and conditions required by law shall continue in effect until a successor Memorandum of Understanding is approved by the Board of Supervisors or the dispute resolution procedure has been exhausted under the provisions of the Employee Relations Ordinance, whichever occurs sooner.



## TUITION REIMBURSEMENT AND MEMBERSHIP DUES

### ALL UNITS

- (a) Tuition Reimbursement: The Preschool Services Department shall provide an annual career development, training, and education fund of fifty thousand dollars (\$50,000) for use by employees. Employees shall be provided tuition reimbursement in an amount not to exceed \$400 per person, per fiscal year, available on a first-come, first-serve basis for career development/training, degree applicable courses in child development, social services, supervision or management, or to reimburse membership dues in professional organization(s); provided such expenditure enhances furtherance of department or continuing education goals and is previously approved by the Director of Preschool Services or designee. Eligibility for tuition or career development/training reimbursement is contingent upon completion of an approved course or seminar with a grade of “C” or better (if applicable).
- (b) Fees Reimbursement: Subject to availability of funding, the Director of Preschool Services may grant reimbursement of application and renewal fees paid by an employee to obtain or maintain a permit, license, or certificate required as a condition of employment. This reimbursement will not count against any reimbursement received as a Tuition Reimbursement or Membership Dues pursuant to paragraph one of this Article.

## UNCLASSIFIED SERVICE

### ALL UNITS

The County and Teamsters agree that employees in this bargaining unit will not attain regular status in the contract position. Contract employees are in the Unclassified Service, and therefore do not have Civil Service Commission appeal rights as they are at-will and serve at the pleasure of the appointing authority, except as otherwise provided by law. As such, the Personnel Rules shall not apply to contract employees.

## UNION LEAVE

### ALL UNITS

#### Section 1 – Purpose

The County shall establish an association leave bank of 50 hours per calendar year that may be used by designated members for the purpose of attending periodic union-sponsored training, seminars and conferences. Association leave shall not be granted for members to engage in political and organizing activities.

It is expressly agreed and understood that the County shall not be obligated or responsible for any of the expenses or costs of member attendance at such training, seminars or conferences.

#### Section 2 – Release Time

Members who wish to utilize Union Leave shall notify their immediate supervisor as far in advance as possible prior to the date they wish to use such leave. The release time for Union Leave shall not be counted as hours worked for purposes of calculating overtime, and the work schedules of members who use Union Leave shall not be adjusted to provide paid release time that would otherwise be off duty time. The use of Union Leave shall not unduly interfere with operations of County departments nor shall the

County unreasonably deny any request for use of Union Leave. Teamsters shall maintain records of the amount of Union Leave used by its members. These amounts shall be kept current by Teamsters and shall be provided to the County upon request.

## USE OF COUNTY RESOURCES AND BULLETIN BOARDS

### ALL UNITS

#### Section 1 – Use of County Resources

Teamsters may be granted permission to use Preschool Services Department facilities during business hours to meet with employees for representation purposes during the employees' non-work time, provided space for such meetings can be made available without interfering with Preschool Services Department needs. Permission to use Preschool Services Department facilities must be obtained by Teamsters from the County. Teamsters shall be held fully responsible for any damages to and the security of any County facilities that are used by Teamsters. No County vehicles, equipment, computers, time, or supplies may be used in connection with any activity of Teamsters, except as may be otherwise provided in this Agreement.

#### Section 2 – Use of Bulletin Boards

The Preschool Services Department will furnish a reasonable portion of existing bulletin board space for Teamster notices. Only areas designated by the appointing authority may be used for posting of notices. Bulletin boards shall only be used for the following notices of Union business:

- (a) Scheduled Teamsters meetings, agenda and minutes.
- (b) Information on Teamsters elections and the results.
- (c) Information regarding Teamsters social, recreational, and related news bulletins.
- (d) Reports of official business of Teamsters.

County time, equipment, materials, supplies, or mail systems (e.g., interdepartmental, electronic, etc.) shall not be used for the preparation, reproduction, or distribution of notices  
The content of notices shall not:

- (a) Incite employees to cause interference with County operations; or
- (b) Be derogatory, obscene, defamatory, of a political nature, or directed at any employee or official in the County; or
- (c) Nor shall they pertain to boycotts, solicitations, terms and conditions of employment for employees at outside agencies, public issues which do not involve the County or its relations with County employees, or other internal or external work disruptions (e.g., work stoppages, slowdowns, etc.).

All notices to be posted must be dated and signed by an authorized representative of Teamsters and submitted (electronically, by mail, or by fax) to Human Resources Employee Relations for review and approval prior to posting. Notices to employees that have not received prior review and approval from Human Resources Employee Relations shall be subject to immediate removal.

The County reserves the right to suspend or cancel bulletin board privileges for repeated abuse or violation of these privileges.

## VISION CARE INSURANCE

### ALL UNITS

Subject to carrier requirements, the County will pay the premiums for vision care insurance for the employee (Employee-only coverage).

## WAGES

### ALL UNITS

- (a) The Preschool Services Department has developed a grant submission plan that would reorganize/eliminate slots and, if approved, would result in funding for a 5.00% increase for all classifications in the Unit, and an additional 2.50% increase (for a total of 7.50%) for the Teacher II, Teacher III, and Site Supervisor classifications. The Department intends to submit the grant plan to the Board of Supervisors on March 20, 2018. If approved by the Board of Supervisors the grant shall be submitted to the Office of Head Start prior to April 1, 2018. The Preschool Services Department anticipates that, if approved, the grant award from the Office of Head Start would be issued sometime around July 1, 2018, and submitted to the Board of Supervisors for acceptance on or around July 24, 2018. If approved by all necessary bodies (e.g., Federal State, Board of Supervisors, etc.) all classifications in the Unit will, effective on or around the first full pay period of July 2018, receive a 5.00% increase. The Teacher II, Teacher III, and Site Supervisor classifications shall receive an additional 2.50% increase (for a total of 7.50%).

Further, effective the pay period following Board approval of the MOU, the County shall provide all employees in the unit with a one-time retention bonus of \$250, prorated for those employees who are part-time or job-sharing.

- (b) Employee's wages shall be set forth in Appendix C of this MOU, unless adjusted as otherwise permitted in this Agreement.
- (c) Within fourteen (14) days after receiving a funding notice regarding wages/benefits of Unit employees (e.g., Notice of Award, Funding Guidance, etc.) the County shall contact Teamsters to notify it of the grant communication and discuss any adjustments (e.g., increases, decreases, etc.) based on the allocation.
- (d) Because of the uniqueness of the legislative scheme for the Preschool Services Department, the continuation of the current costs of wages, benefits, and operations contained in the MOU are subject to ongoing state and federal funding. Should the state or federal governments notify the Preschool Services Department of a change in funding allocations or reduce funding, the parties shall forthwith meet and confer to provide for any necessary adjustments resulting from any reduction in funding. Should funding be decreased to the Preschool Services Department from any source, the County shall forthwith notify Teamsters and shall take appropriate action to mitigate the reduction in funding (e.g., immediate reductions in wages, reductions in economic benefits, etc.) effective the date the funding is reduced, pending further meeting and conferring.
- (e) It is recognized and agreed that the County does not fund the Preschool Services Department and is under no obligation to fund the Preschool Services Department.

- (f) Teamsters agrees that it will not legally challenge any appropriation decision of the County Board of Supervisors and that any action of the Board of Supervisors is not a grievance, unfair labor practice or breach of this labor contract.

## WORK DISRUPTION

### ALL UNITS

The parties agree that adequate processes are in place to address and/or remedy concerns that may arise during the term of this Memorandum of Understanding and any agreed-upon extensions of the Memorandum of Understanding. As such, no work disruptions shall be caused or sanctioned by Teamsters, or any Unit employees, individually or collectively, during the term of this Memorandum of Understanding. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, sick out, a work stoppage in sympathy for any other group, or slowdown in any operation of the County of San Bernardino, or any curtailment of work, disruption, or interference with the operations of the County of San Bernardino. Teamsters shall endeavor to discourage any such work disruptions and take affirmative steps to return employees to their jobs. The parties acknowledge that participation of any employee in a concerted work action against the County shall result in denial of pay and/or disciplinary action up to and including termination. The parties agree that no lockout of employees shall be instituted by the County during the term of this Agreement.

Nothing herein constitutes a waiver of the County's right to seek appropriate legal relief in the event of a violation of this Article.

APPENDIX A - APPROVAL BY BOARD OF SUPERVISORS

This Agreement 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 and enforce this Agreement.

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

DATED: \_\_\_\_\_

COUNTY OF SAN BERNARDINO

SBPEA TEAMSTERS LOCAL 1932

\_\_\_\_\_  
**BOB WINDLE**  
County Labor Relations Chief

\_\_\_\_\_  
**RANDY KORGAN**  
General Manager

RECOMMENDED FOR BOARD OF SUPERVISORS APPROVAL:

\_\_\_\_\_  
**GARY McBRIDE**  
Chief Executive Officer

BOARD OF SUPERVISORS

\_\_\_\_\_  
**ROBERT A. LOVINGOOD**, Chairman

\_\_\_\_\_  
Date

## APPENDIX B – CLASSIFICATION LIST

<b>Job Code</b>	<b>Job Title</b>	<b>Unit</b>	<b>Grade</b>
08036	Behavioral Specialist	Preschool Services Department Non-Supervisory	51A
23506	Center Clerk 12-months	Preschool Services Department Non-Supervisory	26A
23514	Center Clerk 9-months	Preschool Services Department Non-Supervisory	26A
23507	Custodian 12-months	Preschool Services Department Non-Supervisory	25A
23523	Custodian 9-months	Preschool Services Department Non-Supervisory	25A
23535	Custodian Trainee 12-months	Preschool Services Department Non-Supervisory	19A
23534	Custodian Trainee 9-months	Preschool Services Department Non-Supervisory	19A
23504	Food Service Worker 12-months	Preschool Services Department Non-Supervisory	17A
23516	Food Service Worker 9-months	Preschool Services Department Non-Supervisory	17A
23509	General Maintenance Worker 12-months	Preschool Services Department Non-Supervisory	36A
08037	Health Education Specialist	Preschool Services Department Non-Supervisory	46A
23511	Preschool Site Supvr I 12-months	Preschool Services Department Supervisory	45B
23526	Preschool Site Supvr I 9-months	Preschool Services Department Supervisory	45B
23533	Preschool Site Supvr II 12-months	Preschool Services Department Supervisory	47B
23532	Preschool Site Supvr II 9-months	Preschool Services Department Supervisory	47B
23500	Program Generalist 12-months	Preschool Services Department Non-Supervisory	41A
23518	Program Generalist 9-months	Preschool Services Department Non-Supervisory	41A
23498	Program Quality Specialist 12-months	Preschool Services Department Non-Supervisory	43A
23499	Program Quality Specialist 9-months	Preschool Services Department Non-Supervisory	43A
23497	PSD Registered Nurse	Preschool Services Department Non-Supervisory	52A
23519	Storekeeper 9-months	Preschool Services Department Non-Supervisory	25A
23512	Teacher Aide I 12 months	Preschool Services Department Non-Supervisory	23A
23527	Teacher Aide I 9-months	Preschool Services Department Non-Supervisory	23A
23529	Teacher Aide II 12-months	Preschool Services Department Non-Supervisory	26A
23528	Teacher Aide II 9-months	Preschool Services Department Non-Supervisory	26A
23513	Teacher I 12-months	Preschool Services Department Non-Supervisory	34A
23521	Teacher I 9-months	Preschool Services Department Non-Supervisory	34A
23531	Teacher II 12-months	Preschool Services Department Non-Supervisory	38A
23530	Teacher II 9-months	Preschool Services Department Non-Supervisory	38A
23537	Teacher III 12-months	Preschool Services Department Non-Supervisory	43A
23536	Teacher III 9-months	Preschool Services Department Non-Supervisory	43A



<b>PRE-SCHOOL SERVICES SUPERVISORY UNIT SALARY TABLE</b>														
<b>Effective 9/2/2017</b>														
<b>Preschool Site Supervisor I</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>
<b>45B</b>	Hourly	19.34	19.80	20.28	20.79	21.29	21.84	22.36	22.92	23.49	24.07	24.68	25.29	25.93
	Appx. Bi-wkly	1,547.20	1,584.00	1,622.40	1,663.20	1,703.20	1,747.20	1,788.80	1,833.60	1,879.20	1,925.60	1,974.40	2,023.20	2,074.40
	Appx. Monthly	3,352.27	3,432.00	3,515.20	3,603.60	3,690.27	3,785.60	3,875.73	3,972.80	4,071.60	4,172.13	4,277.87	4,383.60	4,494.53
	Appx. Annual	40,227.20	41,184.00	42,182.40	43,243.20	44,283.20	45,427.20	46,508.80	47,673.60	48,859.20	50,065.60	51,334.40	52,603.20	53,934.40
<b>Preschool Site Supervisor II</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>
<b>47B</b>	Hourly	20.28	20.79	21.29	21.84	22.36	22.93	23.49	24.07	24.65	25.27	25.90	26.54	27.21
	Appx. Bi-wkly	1,622.40	1,663.20	1,703.20	1,747.20	1,788.80	1,834.40	1,879.20	1,925.60	1,972.00	2,021.60	2,072.00	2,123.20	2,176.80
	Appx. Monthly	3,515.20	3,603.60	3,690.27	3,785.60	3,875.73	3,974.53	4,071.60	4,172.13	4,272.67	4,380.13	4,489.33	4,600.27	4,716.40
	Appx. Annual	42,182.40	43,243.20	44,283.20	45,427.20	46,508.80	47,694.40	48,859.20	50,065.60	51,272.00	52,561.60	53,872.00	55,203.20	56,596.80





<b>PRESCHOOL SERVICES SUPERVISORY UNIT SALARY TABLE</b>														
<b>Effective 07/2018</b>														
<b>Preschool Site Supervisor I</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>
<b>45B</b>	Hourly	20.28	20.79	21.29	21.84	22.36	22.92	23.49	24.07	24.68	25.29	25.93	26.58	27.24
	Appx. Bi-wkly	1,622.40	1,663.20	1,703.20	1,747.20	1,788.80	1,833.60	1,879.20	1,925.60	1,974.40	2,023.20	2,074.40	2,126.40	2,179.20
	Appx. Monthly	3,515.20	3,603.60	3,690.27	3,785.60	3,875.73	3,972.80	4,071.60	4,172.13	4,277.87	4,383.60	4,494.53	4,607.20	4,721.60
	Appx. Annual	42,182.40	43,243.20	44,283.20	45,427.20	46,508.80	47,673.60	48,859.20	50,065.60	51,334.40	52,603.20	53,934.40	55,286.40	56,659.20
<b>Preschool Site Supervisor II</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>
<b>47B</b>	Hourly	21.29	21.84	22.36	22.93	23.49	24.07	24.65	25.27	25.90	26.54	27.21	27.89	28.59
	Appx. Bi-wkly	1,703.20	1,747.20	1,788.80	1,834.40	1,879.20	1,925.60	1,972.00	2,021.60	2,072.00	2,123.20	2,176.80	2,231.20	2,287.20
	Appx. Monthly	3,690.27	3,785.60	3,875.73	3,974.53	4,071.60	4,172.13	4,272.67	4,380.13	4,489.33	4,600.27	4,716.40	4,834.27	4,955.60
	Appx. Annual	44,283.20	45,427.20	46,508.80	47,694.40	48,859.20	50,065.60	51,272.00	52,561.60	53,872.00	55,203.20	56,596.80	58,011.20	59,467.20

## APPENDIX D – SIDE LETTER AGREEMENT

Teamsters Local 1932 and the San Bernardino County Preschool Services Department affirm their mutual commitment to identify enhanced Federal and State funding for preschool services in the County of San Bernardino.