

***MEMORANDUM OF UNDERSTANDING***

***2023 – 2025***

***PRESCHOOL SERVICES DEPARTMENT***



***COUNTY OF SAN BERNARDINO***

***AND***

***TEAMSTERS LOCAL 1932***

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## ACCESS TO OFFICIAL PERSONNEL RECORDS

### ALL UNITS

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

The County recognizes Teamsters Local 1932's ability to obtain and/or review employee personnel records or data, balancing the employee's privacy interest and the Union's need for the requested relevant and necessary information.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

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

Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their appointing authority or Human Resources as appropriate.

## ACCESS TO WORK LOCATIONS

### ALL UNITS

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

### 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.

## AUTHORIZED EMPLOYEE REPRESENTATIVES

### ALL UNITS

#### Section 1 – Authorized Employee Representatives

If a Teamsters Business Agent is unavailable, Teamsters may designate employees as authorized employee representatives or alternates to represent employees in the processing of grievances, during disciplinary proceedings, or as otherwise permitted by law, 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) The parties shall arrange and be available for meetings, investigatory interviews, etc., within a reasonable period of time, taking into account such things as the nature of the offense and/or the circumstances (e.g., employee on ERL, employee seeking return to work, etc.).
- (g) 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 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.
- (d) Sections 1 and 2 of this Article do not preclude authorized employee representatives from bringing one additional steward to a meeting (e.g., a meeting at a step in the grievance process, an administrative interview,



etc.) for the purpose of training; provided, however, that the scheduling of the meeting shall not be delayed by the trainee steward's unavailability and his/her presence is authorized by his/her supervisor and does not unduly interfere with the efficiency, safety, or security of County operations. Further, the County shall be provided two working days advance notice of the trainee steward's anticipated presence unless a shorter period is agreed-upon or necessitated by circumstance (e.g., scheduled less than 2 days in advance, etc.). Any time spent by trainee stewards at these meetings shall be processed in accordance with the Union Leave article.

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

Up to eight (8) authorized employee representatives or alternates (four from the High Desert and four 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.

The release of employees to attend the Employee Representative Committee shall not unduly interfere with operations of the Preschool Services Department nor shall the County unreasonably deny any request for release for attendance at the Employee Representative Committee.

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.

The Preschool Services Department will work to identify linguistic needs for those served by the program and make reasonable efforts to accommodate those needs, including identifying the number of positions authorized for bilingual compensation for each school site. The Appointing Authority shall provide the union, upon its request, a list of the number of positions by school site authorized for bilingual compensation.

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.

## DEFINITIONS

### ALL UNITS

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

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

Base Rate of Pay/Base Hourly Rate – Refers to the employee's base hourly wage, excluding differentials and other pay above the base hourly wage (See Appendix C).

Calendar Year - Refers to pay period 1 through 26 consecutively (or 27 when applicable).

Continuous Service – Refers to the total length of service from an employee's most recent beginning (hire) date in a contract position with no separation from Preschool Services Department employment.

Date of Hire – The first date the employee enters any contract position with the Preschool Services Department without separation from the Department.

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

Fiscal Year – Ordinarily refers to pay period 15 of one year through pay period 14 of the following year.

Paid Hours – Shall mean hours actually worked or the use of accrued leave time such as vacation, sick, holiday, or compensatory time. It does not include unpaid hours or disability payments such as Short-Term Disability or workers compensation.

Paid Status – Refers to any pay period in which an employee codes paid hours.

Service Hours – Refers to paid hours in a contract County position from an employee’s most recent date of hire and during an employee’s regular tour of duty, up to 80 hours per pay period. Time without pay, disability payments, Medical Emergency Leave, and overtime hours do not count as service hours.

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

## DEPENDENT CARE ASSISTANCE PLAN

### ALL UNITS

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, Preschool Teacher Aide 12-Months, Teacher I 9-Months, or Teacher I 12-month who are assigned and perform the responsibility of Preschool Teacher II shall be

entitled to two dollars (\$2.00) per hour differential for hours actually worked in the Preschool Teacher capacity, provided that such assignment is for a minimum of two (2) hours. Assignment of the Preschool Teacher responsibilities shall be made at the discretion of PSD management for employees who meet the qualifying requirements.

**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 shall be entitled to three dollars (\$3.00) per hour differential for hours actually worked in the Preschool Site Supervisor capacity, provided that such assignment is for a minimum of two (2) hours. Assignment of the Preschool Site Supervisor responsibilities shall be made at the discretion of PSD management for employees who meet the qualifying requirements.

**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 minimum of Bachelor’s Degree and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children, 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.

Effective the pay period following Board approval of this MOU, employees in the classification of Preschool Teacher I 9-Months, Preschool Teacher I 12-Months, Preschool Teacher II 9-Months, or Preschool Teacher II 12-Months will maintain the 2.5% differential when promoting to the classification of PSD Site Supervisor I 9-Months, PSD Site Supervisor I 12-Months, PSD Site Supervisor II 9-Months, or PSD Site Supervisor II 12-Months. This includes employees who promoted to the classification of PSD Site Supervisor from Preschool Teacher I 9-Months, Preschool Teacher I 12-Months, Preschool Teacher II 9-Months, or Preschool Teacher II 12-Months during the 2022-2023 MOU.

**Section 4 – Longevity Pay Differential**

(a) The County shall establish a Longevity Pay Differential above the base rate of pay, as indicated below:

| TOTAL COMPLETED CONTINUOUS SERVICE | COMPENSATION |
|------------------------------------|--------------|
| 20,800 hours (10 years)            | 1.00%        |
| 31,200 (15 years)                  | 3.00%        |

Total completed service shall be based on total hours of completed continuous service with the County. The Longevity Pay Differential shall be paid on all paid hours, up to an employee’s standard hours, and shall not be considered when determining the appropriate rate of pay for a promotion or demotion.

For purposes of the longevity pay differential only, a year of completed County service is defined as 2,080 service hours with the County.

## 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.

## DISCIPLINE AND ADMINISTRATIVE APPEALS

### ALL UNITS

#### Non-Formal Discipline

For purposes of appeals under this Article, counseling (e.g., Memos of Counseling, Personnel Reports, Records of Discussions, Memos of Concern, and other such documents) and letters of reprimand shall not be considered disciplinary actions and are not subject to the appeals provisions provided for under the Grievance Procedure or this administrative appeals process. However, if the employee believes certain facts were not considered or presented prior to him/her receiving the counseling memo and/or letter of reprimand, the employee may contact his/her supervisor as soon as possible to schedule a meeting to discuss reconsideration of counseling memo and/or letter of reprimand. If a mutually acceptable solution has not been reached, the employee may submit a written rebuttal to the Human Resources Business Partner assigned to his/her department as soon as practicable and may request to schedule a meeting to discuss reconsideration of the counseling memo and/or letter of reprimand. Counseling memos and Letters of Reprimand shall only be used to determine the level of formal discipline impose if the documents are directly related to the current discipline, or involve conduct of a serious or egregious nature (e.g., harassment, violence, threats, substance abuse, etc.).

Upon request from an employee, counseling memos shall be removed from the Official Personnel File provided that the employee has been free of any other counseling memos or other discipline for a period of five (5) years and that the counseling memo was not related to conduct of a serious or egregious nature (e.g., harassment, violence, threats, substance abuse, etc.). However, if the document is removed from the Office Personnel File, the County will maintain the document in a separate file for purposes of document retention and County defense for potential legal matters including litigation.

The County recognizes the importance of timely and appropriate disciplinary actions. Upon request from a Teamsters Supervising Business Agent, the County (via the Human Resources Centralized Investigations Unit) shall provide the status of an employee's administrative investigation.

#### Formal Discipline

The discipline and administrative appeals process for disciplinary actions for employees with more than 1,600 service hours in the classifications is as follows:

- (a) Within five (5) working days of the disciplinary action presented to the employee, the employee and/or representative may submit a written request to schedule a meeting to appeal the action taken with a panel comprised of the Department of Head or Designee and the Human Resources Employee Relations Division Chief. The panel shall have full authority to mutually resolve the administrative appeal. Within ten (10) working days of this meeting, the panel shall provide the employee and representative a decision. Such notification shall be rendered in writing to the employee and representative.

- (b) If a mutually acceptable solution has not been reached for discipline involving a suspension of five (5) days or greater, up to and including termination, the employee and/or representative may request arbitration of the matter. Written appeals for arbitration must be filed with the Employee Relations Division within five (5) working days following the panel's written decision to the employee.
- (1) If the parties do not mutually agree upon an arbitrator, the County shall request a list of arbitrators from the State Mediation and Conciliation Service and the arbitrator shall be determined following a striking process. The cost of the arbitrator shall be split between the parties.
  - (2) A prehearing conference shall be mandatory. Within twenty (20) working days prior to the arbitration, both parties shall meet to declare stipulations, identify witnesses, and exchange exhibits that will be carried forward to the hearing, with the intent being full disclosure prior to the arbitration process.
  - (3) The decision of the arbitrator shall be final and binding and shall be made in writing and transmitted to the parties within thirty (30) calendar days after the conclusion of the hearing.

Actions taken as a result of an employee's failure to maintain required licensure and certification(s), layoff, non-renewal of employment contract, and other non-disciplinary actions are specifically excluded from the Discipline and Administrative Appeals process.

Nothing herein is intended, nor shall it be construed, to confer regular status or civil service rights and protections, pursuant to the Personnel Rules, to the employees on the Units. It is expressly understood that employees in these units are and shall remain in the unclassified service. The County shall not compensate the employee for time spent during regularly scheduled hours in the handling of an administrative appeal.

## 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 through a travel request form.

- (b) The Director of Preschool Services or designee 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 and within one year of the date that expense was incurred.
- (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 (e.g., mileage to the airport).
  - (2) Telephone and other communication-related charges including Wi-Fi and internet access fees if needed to conduct Preschool Services Department business.
  - (3) 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, alcoholic beverages, etc.
- (e) Except as otherwise provided in this Article, expense reimbursements shall be made on an actual cost basis.
- (f) If receipt is unavailable, the employee may submit a signed statement with an explanation of expenses (i.e., itemized list of expenses with location, date, dollar amount, and reason for expenses) and an explanation as to why the receipt is unavailable.
- (g) 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 Ride-Share Service, Taxi, or Public/Mass Transit

Reimbursement will be provided for the cost of using a ride-share service, (e.g., Uber or Lyft), taxi, or public/mass transit (e.g., bus, streetcar, and ferry) if such expenses are incurred for Preschool Services Department business and approved by the Director of Preschool Services.

(e) 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.

(f) Incidental Travel Expenses

Reimbursement will be provided for the cost of incidental travel expenses such as bridge tolls, road tolls and parking fees if such expenses are incurred as part of Preschool Services Department business and approved by

the Director of Preschool Services. Valet parking will not be reimbursed unless self-parking is not available or security is a concern.

### **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. Meal and lodging selections should represent a reasonable cost to Preschool Services Department and be generally consistent with the rates established by the General Services Administration (GSA). 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 or conference requirement (e.g., lodging at the hotel where the conference is held) or if Preschool Services Department business requires lodging and meals in an area of unusually high cost (i.e., Non-Standard Areas as established by the GSA). Employees may be reimbursed for expenses in high cost areas for the actual cost incurred, but generally not to exceed the per diem amounts established by the GSA for that area and month. Receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provided below for all meal expenses claimed.
- (b) An employee may be reimbursed for lodging expenses at actual cost, generally not to exceed the standard lodging per diem rate as established by the GSA, except as otherwise provided in Section 7, paragraph (a) of this Article.
- (c) Except as otherwise provided in Section 7, paragraph (a) of this Article, reimbursements for meal expenses for up to three (3) separate meals per day may be provided as follows:
  - (1) With receipts, an employee may be reimbursed for meal expenses at actual cost not to exceed eleven dollars (\$11.00) for breakfast; fifteen dollars (\$15.00) for lunch; and twenty-four dollars (\$24.00) for dinner; in addition to sales tax and up to 15% gratuity.
  - (2) Without receipts, an employee may be reimbursed for meal expenses at per diem rates not to exceed six dollars (\$6.00) for breakfast; nine dollars (\$9.00) for lunch; and nineteen (\$19.00) for dinner; in addition to sales tax and up to 15% gratuity.
- (d) Where the cost of a meal is included as part of a registration charge for an event (e.g., continental breakfast at a conference or training seminar) or in the cost of lodging, an employee may not claim reimbursement for that meal.
- (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 amounts for each meal set forth in Section 7 paragraph (c) (2) of this Article. 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 Cards**

The appointing authority may issue a Preschool Services Department credit 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 alleged 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 Human Resources Director or designee, in consultation with the County Labor Relations Chief, 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 Human Resources Director or designee, in consultation with the County Labor Relations Chief, 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 Human Resources Director 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 shall be adjudicated by the California Public Employment Relations Board and unit modification and unit determination disputes shall be adjudicated pursuant to the County's Employee Relations Ordinance.

### **Section 10 – Mediation**

Prior to Step 5 – Pre-Arbitration. The parties (Human Resources Director 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 (Human Resources Director 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.

## HYBRID PENSION OPTION

### ALL UNITS

The County and Teamsters Local 1932 shall establish a working group, along with SBCERA, to discuss a hybrid pension option for newly hired employees who prefer a hybrid pension in lieu of the traditional pension option. No employee shall be required to choose a hybrid pension in lieu of the traditional pension option. If the parties agree, they shall support legislation necessary for the establishment of a hybrid pension option. It is expressly understood that a hybrid pension option shall not go into effect unless the county and Teamsters agree.

## 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

### Section 1 – Holiday Leave

#### ALL UNITS

##### (a) FIXED HOLIDAYS

Employees shall be entitled to the following holidays:

|                           |                           |
|---------------------------|---------------------------|
| January 1 <sup>st</sup>   | Second Monday in October  |
| Third Monday in January   | November 11 <sup>th</sup> |
| Third Monday in February  | Thanksgiving Day          |
| Last Monday in May        | Day after Thanksgiving    |
| June 19 <sup>th</sup>     | December 24 <sup>th</sup> |
| July 4 <sup>th</sup>      | December 25 <sup>th</sup> |
| First Monday in September | December 31 <sup>st</sup> |

County agrees to meet and confer to discuss the impact should the County adopt the Cesar Chavez (March 31<sup>st</sup>) Holiday during the term of this contract.

- (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) 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.

**Section 2 – 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.

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

(c) ADMINISTRATION

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.

### **Section 3 – 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 a family member of the employee's as defined in the Sick Leave section except for a person "designated" by the employee for sick leave purposes. All employees are entitled to a total of 5 days of bereavement leave, such bereavement leave can consist of paid time under this Section or unpaid bereavement leave.

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.

### **Section 4 – 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 Human Resources Director 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, or is involved in alleged misconduct of a serious or egregious nature (e.g., harassment, violence, threats, substance abuse, violation of Head Start Standards of Conduct section 1302.90, etc.), 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. In lieu of being placed on unpaid leave or using accrued paid leave pending completion of the investigation and based on the nature of the conduct, the employee shall be temporarily reassigned to Preschool Service Department Administration.

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

## **Section 5 – 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.

## **Section 6 – 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.

## **Section 7 – 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, sibling or any person designated by the employee at the time the employee request paid sick days. An employee shall not identify more than one "designated person" as a family member in a 12-month period from the first date of designation. 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

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 Human Resources Director.

- (1) 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.

- (2) 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.

- (3) 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 in Section (b) of this Article, except for a person “designated” by the employee for sick leave purposes, 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.

(l) 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/PTO) 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/PTO) 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.

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

**Section 8 – 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.

**Section 9 – 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.

## **Section 10 – 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.

## **Section 11 – 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."

## **Section 12 – 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

#### Section 1 – Medical and Dental Coverage

The parties agree that Teamsters Local 1932 may establish a healthcare trust (the “Trust”) that offers medical coverage compliant with Internal Revenue Code (Code) section 4980H and the Affordable Care Act (ACA), dental coverage, vision care coverage for active employees in the Units covered by this agreement (the “Bargaining Units”) who are members of Teamsters Local 1932. Active employee is defined as an employee who has not terminated employment from the County including those on paid status and on approved unpaid leave of absence.

Active Bargaining Unit employees who are members of Teamsters Local 1932 may choose to participate in medical and prescription drug coverage, dental coverage, and vision coverage offered by either the County or by Teamsters Local 1932 through the Trust. Teamsters Local 1932 members who select the Trust shall obtain medical, dental, and vision coverage through the plan(s) offered by the Teamsters Healthcare Trust. Teamsters Local 1932 members who do not select the Teamsters Healthcare Trust shall obtain medical, dental, and vision coverage through the plan(s) offered by the County.

Active Bargaining Unit employees who are not members of Teamsters Local 1932 and do not opt out or waive coverage shall participate in the medical and prescription drug coverage, dental coverage, and vision care coverage offered by the County.

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

Employees who are not members of Teamsters Local 1932 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. The default medical enrollment for an employee who is a member of Teamsters Local 1932 who fails to elect medical and dental plan coverage shall be the medical and dental plans offered through the Trust. 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 or the Teamsters Health and Welfare Trust at his/her own expense; provided, however, that employees who enroll in the County medical plan shall only have the option to select the County dental plan and Teamsters Local 1932 members who select the medical plan offered by the Trust shall only have the option to select the dental plan offered by the Trust.

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 Services Division or the Teamsters Health and Welfare Trust Administrator, as applicable, in accordance with the established procedures. Employees are responsible for notifying the County of the Trust Administrator, as applicable, within sixty (60) calendar days of dependent’s change in eligibility for the County plans or Trust plan.

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 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 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 medical plan coverage are established and administered by the Human Resources Employee Benefits and Services Division.

- (1) Employees may elect to opt-out/waive of 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 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 medical plan within sixty (60) calendar days. Enrollment in the 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 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 or the Trust Administrator, as applicable, 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 Services. 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 or the Trust Administrator's Plan Document, as applicable. The employee must submit request for a change due to a mid-year qualifying event within sixty (60) calendar days of the qualifying event.

Elections may be changed for any reason during the 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.

**Section 2 – Medical and Dental Premium Subsidies**

Employees enrolled in a 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. Effective the pay period following board approval the MPS shall be \$289.00 per pay period. If funding is available for a Medical Premium Subsidy Increase in 2024, Preschool Services Department will provide a medical premium subsidy reopener in July 2024. The MPS shall not be considered earnable compensation for purposes of calculating benefits or contributions to the San Bernardino County Employee’s Retirement Association.

Employees shall receive the same County provided medical subsidy regardless of whether the employee is enrolled in a County-sponsored medical plan or plan offered through the Teamsters Health and Welfare Trust; provided, however, that the County contribution shall not exceed the total premium.

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 or the Trust Administrator’s Plan Document, as applicable.

An eligible employee enrolled in a comparable medical plan may elect to opt-out of 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 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.

Effective the pay period following Board approval, employees in the Units covered by this Agreement shall receive a Dental Premium Subsidy (DPS) in the following amount of \$9.88 per pay period. The DPS shall not be considered earnable compensation for purposes of calculating benefits or contributions to the San Bernardino County Employee's Retirement Association.

### **Section 3 – Vision Care Insurance**

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

For Teamsters Local 1932 members who are enrolled in the Trust, the County shall contribute, on behalf of the employee, an amount equal to the County's employee-only vision care coverage premium; provided, however, that the County contribution shall not exceed the total premium for the Trust-provided employee-only coverage.

## 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 wage replacement (e.g., coding TTD, etc.). 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., paid status) 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 Warrant 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.

## MEMBERSHIP DUES DEDUCTION

### ALL UNITS

- (a) All employees in a job classification within the representation Unit covered by this MOU may choose to become a member of Teamsters Local 1932. If the employee chooses to become a member, the employee shall authorize a payroll deduction for membership dues. The County agrees to make authorized payroll deductions of Teamsters Local 1932 dues. Any request to begin dues deductions or cancel dues deductions must be made to Local 1932 and not the County. Teamsters Local 1932 is responsible for informing the County of the amount of dues deductions for employees.
- (b) The County shall not be obligated to put into effect any new dues deduction until it has been notified by Teamsters Local 1932 in sufficient time to permit normal processing of the dues deduction.
- (c) If Local 1932 states it has written authorization to begin deductions, it is not required to provide the County with a copy of the individual authorization unless a dispute arises about the existence or terms of the authorization. The County shall issue a check, payable to Local 1932, in the amount of the individual deductions for dues each pay period. Upon receipt of notification of an addition/deletion or change in Union dues deduction, Local 1932 shall immediately notify the County of such change.
- (d) 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.
- (e) Employees in these Units who are members of the Teamsters Local 1932 may withdraw from Teamsters Local 1932 by sending notice to Teamsters Local 1932. Teamsters Local 1932 shall immediately certify to the County to terminate dues deductions for any such employees, consistent with applicable law. Teamsters Local 1932 shall indemnify the County for any claims made by the employee for dues deductions made in reliance on that information.

- (f) Any employee who 1) is in a Teamsters Local 1932 represented bargaining unit and has chosen to be a member of Teamsters Local 1932, 2) then separates from the Teamsters Local 1932 represented bargaining unit (e.g., leaves County employment, promotes to another unit, etc.), 3) then later returns to a Teamsters Local 1932 bargaining unit and again chooses to become a member of Teamsters Local 1932, shall be required to sign a new payroll deduction card.
- (g) Teamsters' indemnity and liability obligation is more fully set forth as follows:
- (1) Teamsters Local 1932 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 Local 1932 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 Local 1932 shall not diminish Teamsters' defense or and indemnification obligations under this Agreement.
  - (2) The County, immediately upon receipt of notice of such claim, proceeding or legal action shall inform Teamsters of such action, provide Teamsters Local 1932 with all information, documents, and assistance necessary for Teamsters Local 1932 defense or settlement of such action and fully cooperate with Teamsters Local 1932 in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by Teamsters Local 1932.
  - (3) Teamsters Local 1932 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 Local 1932, 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.
- (h) The County shall provide via email to the Union a monthly list of all employees in the bargaining units with the employees', classification title, work location (including location address), current home address, personal email address (if available), personal cell phone (if available) and home phone number.

## NEW EMPLOYEE ORIENTATION

New Employee Orientation (NEO) shall generally be held at the San Bernardino County Government Center located at 385 N. Arrowhead Ave, San Bernardino, CA. In instances when the County is unable to host NEO at the Government Center the County shall, consistent with current practice, contact Teamsters Local 1932 within a reasonable amount of time and advise it of the alternate location, date, and/or time of the session.

At the conclusion of the County's NEO presentations, the County shall provide Teamsters Local 1932 a thirty (30) minute period to meet with Teamsters Local 1932 bargaining unit employees to present information about the Union. The thirty (30) minute period shall commence at approximately 4:30 p.m., or earlier if time permits, on the day of NEO. The thirty (30) minute period will be on paid County time. This thirty (30) minute period constitutes the access to NEO contemplated under Government Code Sections 3555-3559. Following implementation of this thirty (30) minute period the County with the Teamsters Local 1932 shall periodically review how said period is serving within the NEO framework. At the request of the County, Teamsters Local 1932 agrees to meet to review any concerns the County has regarding the period.

The County agrees that prior to the thirty (30) minute period, the County shall advise Teamsters Local 1932 bargaining unit employees that their Union is present to meet with them and the script of that introduction will be agreed to by both parties.

In the event the County no longer conducts in-person new employee orientation, the County agrees to meet and confer regarding the impact with Teamsters Local 1932.

The County shall notify Teamsters Local 1932 of scheduled new group employee orientations and provide Teamsters Local 1932 with a list of all existing employees in the bargaining unit, including contact information and worksite location pursuant to applicable law. Further, the County shall, consistent with current practice, provide Teamsters' designated representative a list of Teamsters Local 1932-represented bargaining unit employees who will attend each NEO.

## 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 August 12, 2023, 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 Human Resources Director.

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 of hours in his/her usual work schedule.

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

## 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 Human Resources Director 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 Human Resources Director 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

#### Section 1 – 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 Human Resources Director 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.

#### Section 2 – 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.

### **Section 3 – 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:

| Amount of Remaining Sick Leave Hours | Cash Formula Value |
|--------------------------------------|--------------------|
| 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.

**Section 4 – Meet and Confer**

Upon the request of Teamsters Local 1932, the County agrees to meet and confer with Teamsters Local 1932, subject to the requirements of the MMBA and any applicable laws, to discuss any proposed modification for participation/funding/eligibility in the County’s RMT or participation/funding/eligibility of any agreed-upon retiree health component of the Teamsters-sponsored Healthcare Trust.

**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 Human Resources Director 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 Human Resources Director 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.

## TEAMSTERS HEALTHCARE TRUST

### ALL UNITS

#### Retiree Component of Teamsters Healthcare Trust

- (a) Establishment. The parties have mutually agreed that Teamsters shall take appropriate steps to establish a retiree health component (“Retiree Trust”) under the existing Teamsters Local 1932 Health and Welfare Trust Agreement (“Trust Agreement”). The Trust Agreement is a Teamsters-sponsored trust that constitutes a voluntary employees’ beneficiary association (VEBA) under section 501(c)(9) of the Internal Revenue Code. The Retiree Trust will provide eligible retirees of a Teamsters-represented bargaining unit without regard to union membership with certain healthcare benefits, the terms of which are summarized in paragraph (b) below.
- (b) Retiree Trust. Teamsters acknowledges that (i) the County is not a party to any part of the Trust Agreement, including but not limited to the Retiree Trust, (ii) the County is not subject to the terms of the Trust Agreement or any union welfare benefit plan or other arrangement funded by the Trust Agreement, and the County has no responsibility or authority whatsoever for providing or overseeing any benefits provided under the Trust Agreement or any such plan or arrangement, (iii) the preceding statements will continue to apply on and after the County’s adoption of and expiration of this Section 6, and (iv) the County’s sole obligation under this Section 6 is to distribute employee contributions to the Retiree Trust in accordance with paragraph (c) below.

Subject to the preceding paragraph, certain features of the Retiree Trust under the Trust Agreement are summarized below. Teamsters agrees that if at any time the provisions summarized below differ from or are inconsistent with the Retiree Trust (or any welfare benefit plan or arrangement funded by the Retiree Trust), or if the Trust Agreement’s VEBA status is at issue or under investigation by any federal or state enforcement authority, Teamsters shall notify the County in writing as soon as administratively practicable but no later than fourteen (14) days from the effective date of any of the issues described above. In addition, Teamsters agrees to provide advance written notice to the County regarding any changes to the Retiree Trust’s terms, including but not limited to any significant change affecting benefits funded by the Retiree Trust.

- (1) Benefits. The assets of the Retiree Trust are dedicated to providing retiree healthcare benefits to eligible retirees and paying the administrative expenses incurred by the Retiree Trust (or any welfare benefit plan or arrangement funded by the Retiree Trust). The benefits will meet the definition of coverage under section 106 of the Internal Revenue Code. In accordance with section 106, the benefits may be in the form of reimbursement of eligible healthcare expenses (“Retiree Subsidy”) or retiree healthcare coverage. Furthermore, the benefits will conform to the following provisions:
- (i) Should the Retiree Trust offer coverage to retirees under a direct contract with an insurer(s) or provide self-funded retiree healthcare coverage, eligible retirees are not required to enroll in healthcare coverage through the Retiree Trust in order to be eligible for the Retiree Subsidy (e.g., retirees enrolling in coverage through the individual marketplace, retirees living outside service area).

- (ii) The amount of the Retiree Subsidy will be determined annually and will be a fixed dollar amount (i.e., not a percentage of premium). The amount of the Retiree Subsidy shall be based on available funding and may vary (increase or decrease) from year to year. As such, there will be no guarantee of any fixed subsidy amount or any guarantee that a certain percentage of premium costs shall be paid.
- (iii) For purposes of establishing premium rates for any health insurance coverage provided under the Retiree Trust, should the Retiree Trust offer coverage to retirees under a direct contract with an insurer(s) or provide self-funded retiree healthcare coverage, the Retiree Trust will not blend active employees and retirees to determine a single premium rate for the combined group of active employees and retirees. The retiree population will be rated separately from active employees to determine the healthcare insurance premium rates for eligible retirees. As such, active employees will not implicitly subsidize the premiums of retirees.

- (2) Eligibility. Participation in the Retiree Trust, including eligibility for the Retiree Subsidy, will only be available to eligible retirees who retire (i.e., terminates and refrains from full time employment for wages or profit and is eligible to begin pension benefit payments from SBCERA) following the effective date of the Retiree Trust AND meet the following requirements:

Eligible retirees must have been (1) active County employees in a Teamsters-represented bargaining unit immediately preceding their retirement (i.e., did not defer retirement) and contributed to the Retiree Trust OR (2) were active County employees immediately preceding their retirement but not in a Teamsters-represented bargaining unit, provided they were previously in a Teamsters-represented unit for a minimum of 10 years and contributed to the Retiree Trust, OR (3) previously worked for the County in a Teamsters-represented bargaining unit for at least 20 years and deferred their retirement for a maximum deferral period of 2 years and contributed to the Retiree Trust. An eligible retiree is considered to have “contributed to the Retiree Trust” if they have contributed to the Retiree Trust as defined in section 6 (c) Employee Contributions.

Retirees will not be eligible for healthcare coverage under the Retiree Trust and will not be eligible for the Retiree Subsidy upon becoming eligible for Medicare. However, nothing is intended to preclude the Retiree Trust from providing supplemental coverage and/or a subsidy for Medicare-eligible employees in the future. Similarly, the Retiree Trust may also establish a subsidy for certain otherwise eligible retirees who were hired before March 31, 1986 and are not eligible for Medicare coverage. Any benefit improvements will be solely funded by the Retiree Trust.

Eligibility for this Retiree Trust for all individuals is ultimately governed by the Plan Rules of the Teamsters Local 1932 Health and Welfare Trust Retiree Plan and may differ from the rules in this MOU, for the complete Plan Rules individuals should contact the Retiree Trust.

- (3) Expenses. Any fees or expenses associated with the Retiree Trust (or any welfare benefit plan or arrangement funded by the Retiree Trust) will be paid by the Retiree Trust.

- (c) Employee Contributions. It is understood and agreed that upon Preschool Services Department membership ratification, Preschool Services Department will divert 1.5% of the employees 2023 Cost of Living Adjustment into the Teamsters Local 1932 Medical Retirement Trust (Retiree Trust).

As such, a deduction of one and a half percent (1.5%) of the wages shall be deducted on a bi-weekly pre-tax basis from the employee’s pay warrant. The County shall transfer these mandatory employee contributions on a bi-weekly basis to the Retiree Trust. The employee contributions shall not increase or decrease based on the cost of healthcare premiums, amount of the Retiree Subsidy, or coverages offered by the plans in the Retiree Trust. Under no circumstance shall the County be obligated to deduct from an employee’s pay warrant any

amount greater than this fixed percentage of an employee's base rate of pay. "Wages" for purposes of this article shall be defined as all earnings minus any flat rate differentials.

- (d) Grievance. No aspect of the Trust Agreement, including but not limited to the Retiree Trust component or any benefit provided through or funded by the Trust Agreement or Retiree Trust component is subject to review through the Grievance Procedure.
- (e) Applicability of Provisions of Prior Sections to Retiree Trust. It is expressly understood that the Retiree Trust is subject in the same manner as the sub-trust holding funds related to active members, including but not limited to the following provisions of the Healthcare Trust Article in the Consolidated 2019-2023 MOU: Sections 1(f); 1(g) and 1(i) in that the review of administration and the ability to audit the Healthcare Trust may include reviews of administration and audits of the Retiree Trust component separately and at different times from reviews of administration and audits of remainder of the Healthcare Trust; 1(j); 1(k) in that to the extent the Trustees determine to terminate the healthcare coverage for retirees, the County would be notified of such termination 120 days prior to the date of termination; 1(l) in that the insurance coverages maintained by the Healthcare Trust which names the County as an additional insured on the Policy shall cover the Retiree Trust portion of the Healthcare Trust and the Healthcare Trust shall defend, indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, and agents, harmless from any claims, loss, liability, cause of action or administrative proceeding, or legal action arising out of, or in any way related to, the Healthcare Trust, including the Retiree Trust component and/or the healthcare plans administered and/or provided under the Healthcare Trust, including benefits provided to retirees pursuant to this Section 6.; 1(m); 1(o); 1(s); 3(a) is understood to include the Retiree Trust that is being added pursuant to Amended Resolution No. 1 to the January 14, 2020, Trust Agreement for the Teamsters Local 1932 Health and Welfare Trust; 3(b); 3(e); 3(f); 3(g); 4(a); 4(b); 4(c) in that the Teamsters Local 1932 shall defend (with counsel reasonably approved by the County), indemnify and hold harmless the County and its officers, employees, and agents, including the County's designated trustees, from any claim, loss, liability, cause of action or administrative proceeding arising out of the terms of the Retiree Trust or from any and all decisions and actions made by the Retiree Trust, the Trustees and Teamsters Local 1932 in relation to the Retiree Trust portion of the Healthcare Trust ; 5(a); 5(c); and 5(d). The County further agrees that it will act diligently in its obligations to meet and confer under Section 5 of the agreement. Furthermore, nothing in Section 5 will preclude the Trustees from taking such actions as required by the Trustees' fiduciary obligations.

## 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 June 30, 2025. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of June 30, 2025, 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 – County Paid Union Training Leave

- (a) Purpose. The County shall establish a Union Training Leave bank of 1,400 hours per calendar year that may be used by designated members for the purpose of attending periodic union-provided/sponsored training (e.g., steward training), seminars and conferences. Union Training 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 related to member’s attendance at such training, seminars or conferences.

- (b) Release Time. Members who wish to utilize Union Training Leave under Section 1 shall notify and obtain approval from their immediate supervisor as far in advance as possible prior to the date they wish to use such leave. The release time for Union Training Leave shall not be counted as hours worked for purposes of calculating overtime, and the work schedules of members who use Union Training Leave shall not be adjusted to provide paid release time that would otherwise be off duty time. The use of Union Training Leave shall not unduly interfere with operations of County departments nor shall the County unreasonably deny any request

for use of Union Training Leave. Teamsters Local 1932 shall maintain accurate and current records of Union Training Leave used by its members. These records shall be provided to the County upon its request.

## **Section 2 – Union Paid Leave of Absence**

- (a) Purpose. An employee, not currently on any other leave of absence from the County, shall, upon the request of Teamsters Local 1932 and approval of the County, be granted a Union Paid Leave of Absence, which is a reasonable leave of absence from the County without loss of compensation (up to the employees standard hours per pay period) or other benefits for the purpose of the employee's service to Teamsters Local 1932 as a steward, officer, or representative of Teamsters Local 1932. Any request by Teamsters Local 1932 shall not be unreasonably denied. Compensation during this leave of absence shall not exceed payment for the employee's standard tour of duty and excludes differential or other specialized pay for duties the employee will no longer perform. For example, an employee who works the night shift for the County and receives differential pay while doing so will be ineligible for the shift differential during the union paid leave of absence.

A leave under this section may be granted on a full time (e.g. leave of absence for any number of consecutive days), part-time, periodic or intermittent basis (e.g. every month to present at New Employee Orientation or to attend Executive Board meetings or as provided for under Section 1 and 2 of the Authorized Employee Representatives Article), as approved by the County. Full-time continuous leave shall not exceed one (1) year from the first day the leave commences, as approved by the County. Section 2 is intended to satisfy Government Code section 3558.8.

- (b) Review. Any request for a part-time, periodic or intermittent leave, other than for those reasons specified in Section 2 of the Authorized Employee Representatives Article, shall be made in writing to the County as far in advance of the release date as reasonably possible based on the circumstances. Requests for leave under Section 2 of the Authorized Employee Representative Article shall be in accordance with the requirements of that Article.

A request for a full-time Union Paid Leave of Absence under Section 2(a) shall be submitted in writing by Teamsters Local 1932 to the Human Resources Director at least sixty (60) days in advance of the requested release date.

- (c) Employee Responsibilities. While on a Union Paid Leave of Absence, the employee shall be required to adhere to the same requirements, processes and expectations for use of leave (e.g., sick, vacation, holiday, etc.) consistent with the MOU, and accurate reporting of time in the County's payroll system. Additionally, an employee shall not perform any county work while on a Union Paid Leave of Absence.
- (d) Payment to the County. Teamsters Local 1932 shall reimburse the County for all costs associated with a Union Paid Leave of Absence, as determined by the County, including, but not limited to, base pay, the County's retirement fund contributions, medical premium subsidy, the value of pro-rated leave accruals and County-paid benefits received (e.g., Medicare contributions, life insurance premiums, workers compensation, etc.) Reimbursement to the County by Teamsters Local 1932 shall be made no later than 30 calendar days from receipt of the County's certification of expenses to Teamsters.

Teamsters Local 1932 and/or the employee shall be required to execute any payroll forms, certifications of time or other documents required by the County to ensure that the time reporting is accurate and the employee is performing the duties of a steward or officer or representative of Teamsters Local 1932 during all reported working hours. Teamsters Local 1932 agrees that the work assigned to County employees on a Union Paid Leave of Absence is exempt from overtime under the Fair Labor Standards Act and that the County assumes no financial responsibility for any wage and hour claims arising out of hours worked for Teamsters Local 1932 during the Union Paid Leave of Absence



- (e) Reinstatement. As soon as practicable after the conclusion or termination of the Union Paid Leave of Absence, the employee shall be reinstated to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.

Teamsters Local 1932 retains the right to terminate a Union Paid Leave of Absence at any time. Teamsters Local 1932 agrees to notify the County of the termination of a full-time or part-time Union Paid Leave of Absence at least fourteen (14) calendar days in advance of the termination.

The employee shall earn full retirement service credit during the Union Paid Leave of Absence and shall pay his or her member contributions.

- (f) Work Urgency. The County reserves the right to recall any employee on a Union Paid Leave of Absence due to a work urgency.
- (g) Adherence to County policy and laws. During the Union Paid Leave of Absence Teamsters Local 1932 agrees to report to the County any egregious misconduct (e.g. workplace violence/threats/harassment, substance abuse, etc.) while the employee is on the Union Paid Leave of Absence.
- (h) Indemnification. Teamsters Local 1932 agrees to indemnify, defend, and hold harmless, the County for any act or omission of, or an injury suffered by an employee on Union Paid Leave of Absence if that act, omission, or injury occurs during the course and scope of the Union Paid Leave of Absence. An employee on a Union Paid Leave of Absence shall not be covered by the County's Worker's Compensation Insurance while performing work for Teamsters Local 1932.

## 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.

## WAGES

### ALL UNITS

- (a) The Preschool Services Department received funding guidance notification from the United States Department of Health and Human Services, Administration for Children and Families for the Head Start, Early Head Start, and Early Head Start – Child Care Partnership programs that the Department will be provided with additional funds to be used to increase wages and to help offset higher operating costs. The Department submitted the grant applications to the Parent Policy Council, the Shared Governance Board, and the County Board of Supervisors by May 23, 2023. The grant application was submitted to the Office of Head Start before the April 21, 2023 due date. The Preschool Services Department anticipates that, if approved, the grant award from the Office of Head Start would be issued by August 31, 2023, and submitted to the Board of Supervisors for acceptance on the next feasible Board date. If approved by all necessary bodies (e.g., Federal, Board of Supervisors, etc.), the hourly rate of existing steps for all classifications in the Unit will be increased by 5.6%, effective on the pay period after board approval.
- (b) In addition, on November 11, 2022, the Office of Head Start released the Information Memorandum (IM-22-09) titled “Enrollment Reduction, Slot Conversion and Change in Scope Requests”. As a result, PSD updated the Strategic Plan to include Reduction requests, Conversions of HS 3-5 year old slots to EHS 0-3 year old slots, and program option changes for longer hours and full year opportunities which will result in permanent changes to the program.

On March 14, 2023, the Board of Supervisors approved the submission of the 2022-2023 Mid-Year Grant Application & Budget Instrument (GABI) to the Office of Head Start which outlines a request for reduction in funded enrollment slots. The identified enrollment slots are currently vacant and will not impact children, families, or staff. The Preschool Services Department anticipates that, if approved, the grant award from the Office of Head Start would be issued by August 31, 2023, and submitted to the Board of Supervisors for acceptance on or around the next feasible Board date. If approved by all necessary bodies (e.g., Federal Board

of Supervisors, etc.), the hourly rate of existing steps for all classifications in the Unit will be increase by \$2 per hours, effective the pay period after board approval.

- (c) As a result of the reductions of slots as stated in Section (b), effective July 13, 2024, PSD employees will receive a two and one-half percent (2.50%) Across-the-Board Increase.
- (d) Employee’s wages shall be set forth in Appendix C of this MOU, unless adjusted as otherwise permitted in this Agreement.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.

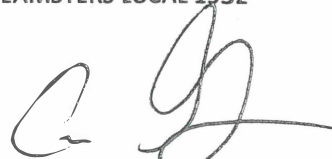
DATED: 8/2/2023

**SAN BERNARDINO COUNTY**



**LEO GONZALES**  
County Labor Relations Chief

**TEAMSTERS LOCAL 1932**



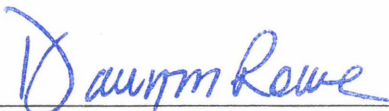
**CARLOS GONZALES**  
Staff Coordinator/Business Agent

**RECOMMENDED FOR BOARD OF SUPERVISORS APPROVAL:**



**LEONARD X. HERNANDEZ**  
Chief Executive Officer

**BOARD OF SUPERVISORS**



**DAWN ROWE, Chair**

**AUG 08 2023**

Date

**SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LYNNA MONELL Clerk of the Board of Supervisors of the County of San Bernardino**

By   
Deputy

## 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          |
| 23494           | PSD Supervising Case Management Nurse | Preschool Services Department Supervisory     | 68B          |
| 23493           | PSD Supervising Custodian             | Preschool Services Department Supervisory     | 31B          |
| 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          |

## APPENDIX C – SALARY TABLES

**Preschool Services Department Non-Supervisory Unit COLA**  
**Effective 10/22/2022**

| Food Service Worker          |               | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 13   | Step 14   |       |
|------------------------------|---------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------|
| 17A                          | Hourly        |           |           |           |           |           |           |           |           |           |           |           |           |           | 15.55     |       |
|                              | Appx. Bi-wkly |           |           |           |           |           |           |           |           |           |           |           |           |           | 1,244.00  |       |
|                              | Appx. Monthly |           |           |           |           |           |           |           |           |           |           |           |           |           | 2,695.33  |       |
|                              | Appx. Annual  |           |           |           |           |           |           |           |           |           |           |           |           |           | 32,344.00 |       |
| Custodian Trainee            |               | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 13   | Step 14   |       |
| 19A                          | Hourly        |           |           |           |           |           |           |           |           |           |           |           |           | 15.51     | 15.88     | 16.28 |
|                              | Appx. Bi-wkly |           |           |           |           |           |           |           |           |           |           |           | 1,240.80  | 1,270.40  | 1,302.40  |       |
|                              | Appx. Monthly |           |           |           |           |           |           |           |           |           |           | 2,688.40  | 2,752.53  | 2,821.87  |           |       |
|                              | Appx. Annual  |           |           |           |           |           |           |           |           |           | 32,260.80 | 33,030.40 | 33,862.40 |           |           |       |
| Teacher Aide I               |               | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 13   | Step 14   |       |
| 23A                          | Hourly        |           |           |           |           |           |           |           | 15.52     | 15.89     | 16.30     | 16.72     | 17.12     | 17.56     | 18.00     |       |
|                              | Appx. Bi-wkly |           |           |           |           |           |           |           | 1,241.60  | 1,271.20  | 1,304.00  | 1,337.60  | 1,369.60  | 1,404.80  | 1,440.00  |       |
|                              | Appx. Monthly |           |           |           |           |           |           |           | 2,690.13  | 2,754.27  | 2,825.33  | 2,898.13  | 2,967.47  | 3,043.73  | 3,120.00  |       |
|                              | Appx. Annual  |           |           |           |           |           |           |           | 32,281.60 | 33,051.20 | 33,904.00 | 34,777.60 | 35,609.60 | 36,524.80 | 37,440.00 |       |
| Custodian/Storekeeper        |               | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 13   | Step 14   |       |
| 25A                          | Hourly        |           |           |           |           |           | 15.52     | 15.89     | 16.26     | 16.72     | 17.11     | 17.55     | 17.98     | 18.43     | 18.90     |       |
|                              | Appx. Bi-wkly |           |           |           |           |           | 1,241.60  | 1,271.20  | 1,300.80  | 1,337.60  | 1,368.80  | 1,404.00  | 1,438.40  | 1,474.40  | 1,512.00  |       |
|                              | Appx. Monthly |           |           |           |           |           | 2,690.13  | 2,754.27  | 2,818.40  | 2,898.13  | 2,965.73  | 3,042.00  | 3,116.53  | 3,194.53  | 3,276.00  |       |
|                              | Appx. Annual  |           |           |           |           |           | 32,281.60 | 33,051.20 | 33,820.80 | 34,777.60 | 35,588.80 | 36,504.00 | 37,398.40 | 38,334.40 | 39,312.00 |       |
| Teacher Aide II/Center Clerk |               | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 13   | Step 14   |       |
| 26A                          | Hourly        |           |           |           |           | 15.52     | 15.89     | 16.26     | 16.72     | 17.11     | 17.56     | 17.99     | 18.44     | 18.91     | 19.39     |       |
|                              | Appx. Bi-wkly |           |           |           |           | 1,241.60  | 1,271.20  | 1,300.80  | 1,337.60  | 1,368.80  | 1,404.80  | 1,439.20  | 1,475.20  | 1,512.80  | 1,551.20  |       |
|                              | Appx. Monthly |           |           |           |           | 2,690.13  | 2,754.27  | 2,818.40  | 2,898.13  | 2,965.73  | 3,043.73  | 3,118.27  | 3,196.27  | 3,277.73  | 3,360.93  |       |
|                              | Appx. Annual  |           |           |           |           | 32,281.60 | 33,051.20 | 33,820.80 | 34,777.60 | 35,588.80 | 36,524.80 | 37,419.20 | 38,355.20 | 39,332.80 | 40,331.20 |       |
| Teacher I                    |               | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 13   | Step 14   |       |
| 34A                          | Hourly        | 16.92     | 17.32     | 17.75     | 18.18     | 18.63     | 19.06     | 19.56     | 20.05     | 20.54     | 21.06     | 21.57     | 22.10     | 22.66     | 23.22     |       |
|                              | Appx. Bi-wkly | 1,353.60  | 1,385.60  | 1,420.00  | 1,454.40  | 1,490.40  | 1,524.80  | 1,564.80  | 1,604.00  | 1,643.20  | 1,684.80  | 1,725.60  | 1,768.00  | 1,812.80  | 1,857.60  |       |
|                              | Appx. Monthly | 2,932.80  | 3,002.13  | 3,076.67  | 3,151.20  | 3,229.20  | 3,303.73  | 3,390.40  | 3,475.33  | 3,560.27  | 3,650.40  | 3,738.80  | 3,830.67  | 3,927.73  | 4,024.80  |       |
|                              | Appx. Annual  | 35,193.60 | 36,025.60 | 36,920.00 | 37,814.40 | 38,750.40 | 39,644.80 | 40,684.80 | 41,704.00 | 42,723.20 | 43,804.80 | 44,865.60 | 45,968.00 | 47,132.80 | 48,297.60 |       |
| General Maintenance Worker   |               | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 13   | Step 14   |       |
| 36A                          | Hourly        | 17.97     | 18.42     | 18.85     | 19.34     | 19.81     | 20.29     | 20.80     | 21.30     | 21.85     | 22.38     | 22.94     | 23.52     | 24.11     | 24.71     |       |
|                              | Appx. Bi-wkly | 1,437.60  | 1,473.60  | 1,508.00  | 1,547.20  | 1,584.80  | 1,623.20  | 1,664.00  | 1,704.00  | 1,748.00  | 1,790.40  | 1,835.20  | 1,881.60  | 1,928.80  | 1,976.80  |       |
|                              | Appx. Monthly | 3,114.80  | 3,192.80  | 3,267.33  | 3,352.27  | 3,433.73  | 3,516.93  | 3,605.33  | 3,692.00  | 3,787.33  | 3,879.20  | 3,976.27  | 4,076.80  | 4,179.07  | 4,283.07  |       |
|                              | Appx. Annual  | 37,377.60 | 38,313.60 | 39,208.00 | 40,227.20 | 41,204.80 | 42,203.20 | 43,264.00 | 44,304.00 | 45,448.00 | 46,550.40 | 47,715.20 | 48,921.60 | 50,148.80 | 51,396.80 |       |
| Teacher II                   |               | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 13   | Step 14   |       |
| 38A                          | Hourly        | 18.85     | 19.34     | 19.81     | 20.29     | 20.80     | 21.30     | 21.85     | 22.38     | 22.91     | 23.48     | 24.09     | 24.68     | 25.30     | 25.93     |       |
|                              | Appx. Bi-wkly | 1,508.00  | 1,547.20  | 1,584.80  | 1,623.20  | 1,664.00  | 1,704.00  | 1,748.00  | 1,790.40  | 1,832.80  | 1,878.40  | 1,927.20  | 1,974.40  | 2,024.00  | 2,074.40  |       |
|                              | Appx. Monthly | 3,267.33  | 3,352.27  | 3,433.73  | 3,516.93  | 3,605.33  | 3,692.00  | 3,787.33  | 3,879.20  | 3,971.07  | 4,069.87  | 4,175.60  | 4,277.87  | 4,385.33  | 4,494.53  |       |
|                              | Appx. Annual  | 39,208.00 | 40,227.20 | 41,204.80 | 42,203.20 | 43,264.00 | 44,304.00 | 45,448.00 | 46,550.40 | 47,652.80 | 48,838.40 | 50,107.20 | 51,334.40 | 52,624.00 | 53,934.40 |       |

## APPENDIX C – SALARY TABLES

### Preschool Services Department Non-Supervisory Unit COLA

Effective 10/22/2022

| Generalist                                 |               | Step 1    | Step 2    | Step 3     | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 13   | Step 14   |
|--|---------------|-----------|-----------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 41A  | Hourly        | 20.29     | 20.80     | 21.30      | 21.85     | 22.38     | 22.91     | 23.50     | 24.08     | 24.67     | 25.29     | 25.92     | 26.56     | 27.23     | 27.91     |
|  | Appx. Bi-wkly | 1,623.20  | 1,664.00  | 1,704.00   | 1,748.00  | 1,790.40  | 1,832.80  | 1,880.00  | 1,926.40  | 1,973.60  | 2,023.20  | 2,073.60  | 2,124.80  | 2,178.40  | 2,232.80  |
|  | Appx. Monthly | 3,516.93  | 3,605.33  | 3,692.00   | 3,787.33  | 3,879.20  | 3,971.07  | 4,073.33  | 4,173.87  | 4,276.13  | 4,383.60  | 4,492.80  | 4,603.73  | 4,719.87  | 4,837.73  |
|  | Appx. Annual  | 42,203.20 | 43,264.00 | 44,304.00  | 45,448.00 | 46,550.40 | 47,652.80 | 48,880.00 | 50,086.40 | 51,313.60 | 52,603.20 | 53,913.60 | 55,244.80 | 56,638.40 | 58,052.80 |
| Teacher III/PSD Program Quality Specialist |               | Step 1    | Step 2    | Step 3     | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 13   | Step 14   |
| 43A  | Hourly        | 21.30     | 21.85     | 22.38      | 22.91     | 23.50     | 24.08     | 24.67     | 25.29     | 25.92     | 26.56     | 27.23     | 27.91     | 28.60     | 29.32     |
|  | Appx. Bi-wkly | 1,704.00  | 1,748.00  | 1,790.40   | 1,832.80  | 1,880.00  | 1,926.40  | 1,973.60  | 2,023.20  | 2,073.60  | 2,124.80  | 2,178.40  | 2,232.80  | 2,288.00  | 2,345.60  |
|  | Appx. Monthly | 3,692.00  | 3,787.33  | 3,879.20   | 3,971.07  | 4,073.33  | 4,173.87  | 4,276.13  | 4,383.60  | 4,492.80  | 4,603.73  | 4,719.87  | 4,837.73  | 4,957.33  | 5,082.13  |
|  | Appx. Annual  | 44,304.00 | 45,448.00 | 46,550.40  | 47,652.80 | 48,880.00 | 50,086.40 | 51,313.60 | 52,603.20 | 53,913.60 | 55,244.80 | 56,638.40 | 58,052.80 | 59,488.00 | 60,985.60 |
| Health Education Specialist                |               | Step 1    | Step 2    | Step 3     | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 13   |           |
| 46A  | Hourly        | 22.91     | 23.50     | 24.08      | 24.67     | 25.29     | 25.92     | 26.54     | 27.21     | 27.89     | 28.59     | 29.29     | 30.02     | 30.78     |           |
|  | Appx. Bi-wkly | 1,832.80  | 1,880.00  | 1,926.40   | 1,973.60  | 2,023.20  | 2,073.60  | 2,123.20  | 2,176.80  | 2,231.20  | 2,287.20  | 2,343.20  | 2,401.60  | 2,462.40  |           |
|  | Appx. Monthly | 3,971.07  | 4,073.33  | 4,173.87   | 4,276.13  | 4,383.60  | 4,492.80  | 4,600.27  | 4,716.40  | 4,834.27  | 4,955.60  | 5,076.93  | 5,203.47  | 5,335.20  |           |
|  | Appx. Annual  | 47,652.80 | 48,880.00 | 50,086.40  | 51,313.60 | 52,603.20 | 53,913.60 | 55,203.20 | 56,596.80 | 58,011.20 | 59,467.20 | 60,923.20 | 62,441.60 | 64,022.40 |           |
| Cont. Behavioral Specialist                |               | Step 1    | Step 2    | Step 3     | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 13   |           |
| 51A  | Hourly        | 25.92     | 26.54     | 27.21      | 27.87     | 28.56     | 29.26     | 29.99     | 30.71     | 31.48     | 32.27     | 33.08     | 33.91     | 34.75     |           |
|  | Appx. Bi-wkly | 2,073.60  | 2,123.20  | 2,176.80   | 2,229.60  | 2,284.80  | 2,340.80  | 2,399.20  | 2,456.80  | 2,518.40  | 2,581.60  | 2,646.40  | 2,712.80  | 2,780.00  |           |
|  | Appx. Monthly | 4,492.80  | 4,600.27  | 4,716.40   | 4,830.80  | 4,950.40  | 5,071.73  | 5,198.27  | 5,323.07  | 5,456.53  | 5,593.47  | 5,733.87  | 5,877.73  | 6,023.33  |           |
|  | Appx. Annual  | 53,913.60 | 55,203.20 | 56,596.80  | 57,969.60 | 59,404.80 | 60,860.80 | 62,379.20 | 63,876.80 | 65,478.40 | 67,121.60 | 68,806.40 | 70,532.80 | 72,280.00 |           |
| PSD Registered Nurse                       |               | Step 1    | Step 2    | Step 3     |           |           |           |           |           |           |           |           |           |           |           |
| 52A  | Hourly        | 46.61     | 47.79     | 48.97      |           |           |           |           |           |           |           |           |           |           |           |
|  | Appx. Bi-wkly | 3,728.80  | 3,823.20  | 3,917.60   |           |           |           |           |           |           |           |           |           |           |           |
|  | Appx. Monthly | 8,079.07  | 8,283.60  | 8,488.13   |           |           |           |           |           |           |           |           |           |           |           |
|  | Appx. Annual  | 96,948.80 | 99,403.20 | 101,857.60 |           |           |           |           |           |           |           |           |           |           |           |

## APPENDIX C – SALARY TABLES

### Preschool Services Department Supervisory Unit - COLA Effective 10/22/2022

| Supervising Custodian             |               | Step 1     | Step 2     | Step 3     | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 13   |
|-----------------------------------|---------------|------------|------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| <b>31B</b>                        | Hourly        | 17.23      | 17.66      | 18.07      | 18.54     | 18.96     | 19.46     | 19.97     | 20.44     | 20.95     | 21.46     | 21.98     | 22.53     | 23.09     |
|                                   | Appx. Bi-wkly | 1,378.40   | 1,412.80   | 1,445.60   | 1,483.20  | 1,516.80  | 1,556.80  | 1,597.60  | 1,635.20  | 1,676.00  | 1,716.80  | 1,758.40  | 1,802.40  | 1,847.20  |
|                                   | Appx. Monthly | 2,986.53   | 3,061.07   | 3,132.13   | 3,213.60  | 3,286.40  | 3,373.07  | 3,461.47  | 3,542.93  | 3,631.33  | 3,719.73  | 3,809.87  | 3,905.20  | 4,002.27  |
|                                   | Appx. Annual  | 35,838.40  | 36,732.80  | 37,585.60  | 38,563.20 | 39,436.80 | 40,476.80 | 41,537.60 | 42,515.20 | 43,576.00 | 44,636.80 | 45,718.40 | 46,862.40 | 48,027.20 |
| Site Supervisor I                 |               | Step 1     | Step 2     | Step 3     | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 13   |
| <b>45B</b>                        | Hourly        | 22.36      | 22.92      | 23.47      | 24.09     | 24.66     | 25.28     | 25.91     | 26.54     | 27.22     | 27.89     | 28.59     | 29.31     | 30.03     |
|                                   | Appx. Bi-wkly | 1,788.80   | 1,833.60   | 1,877.60   | 1,927.20  | 1,972.80  | 2,022.40  | 2,072.80  | 2,123.20  | 2,177.60  | 2,231.20  | 2,287.20  | 2,344.80  | 2,402.40  |
|                                   | Appx. Monthly | 3,875.73   | 3,972.80   | 4,068.13   | 4,175.60  | 4,274.40  | 4,381.87  | 4,491.07  | 4,600.27  | 4,718.13  | 4,834.27  | 4,955.60  | 5,080.40  | 5,205.20  |
|                                   | Appx. Annual  | 46,508.80  | 47,673.60  | 48,817.60  | 50,107.20 | 51,292.80 | 52,582.40 | 53,892.80 | 55,203.20 | 56,617.60 | 58,011.20 | 59,467.20 | 60,964.80 | 62,462.40 |
| Site Supervisor II                |               | Step 1     | Step 2     | Step 3     | Step 4    | Step 5    | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   | Step 11   | Step 12   | Step 13   |
| <b>47B</b>                        | Hourly        | 23.47      | 24.09      | 24.66      | 25.29     | 25.91     | 26.54     | 27.18     | 27.87     | 28.56     | 29.25     | 30.00     | 30.76     | 31.52     |
|                                   | Appx. Bi-wkly | 1,877.60   | 1,927.20   | 1,972.80   | 2,023.20  | 2,072.80  | 2,123.20  | 2,174.40  | 2,229.60  | 2,284.80  | 2,340.00  | 2,400.00  | 2,460.80  | 2,521.60  |
|                                   | Appx. Monthly | 4,068.13   | 4,175.60   | 4,274.40   | 4,383.60  | 4,491.07  | 4,600.27  | 4,711.20  | 4,830.80  | 4,950.40  | 5,070.00  | 5,200.00  | 5,331.73  | 5,463.47  |
|                                   | Appx. Annual  | 48,817.60  | 50,107.20  | 51,292.80  | 52,603.20 | 53,892.80 | 55,203.20 | 56,534.40 | 57,969.60 | 59,404.80 | 60,840.00 | 62,400.00 | 63,980.80 | 65,561.60 |
| Supervising Case Management Nurse |               | Step 1     | Step 2     | Step 3     |           |           |           |           |           |           |           |           |           |           |
| <b>68B</b>                        | Hourly        | 50.37      | 51.64      | 52.92      |           |           |           |           |           |           |           |           |           |           |
|                                   | Appx. Bi-wkly | 4,029.60   | 4,131.20   | 4,233.60   |           |           |           |           |           |           |           |           |           |           |
|                                   | Appx. Monthly | 8,730.80   | 8,950.93   | 9,172.80   |           |           |           |           |           |           |           |           |           |           |
|                                   | Appx. Annual  | 104,769.60 | 107,411.20 | 110,073.60 |           |           |           |           |           |           |           |           |           |           |