MEMORANDUM OF UNDERSTANDING

SAFETY UNIT

2012 - 2016

County of San Bernardino

and

San Bernardino County Safety Employees Benefit Association

AK

2012-2016
MEMORANDUM OF UNDERSTANDING
SAFETY UNIT

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2012-2016
MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN BERNARDINO AND
THE SAN BERNARDINO COUNTY SAFETY EMPLOYEES BENEFIT ASSOCIATION
CONCERNING THE EMPLOYEES IN THE
SAFETY UNIT

PREAMBLE

This Memorandum of Understanding by and between all members of the Employee Relations Committee for the Safety Unit contains the complete results of negotiations concerning wages, hours and other terms and conditions of employment for employees in the Safety Unit. The parties hereto have met and conferred in good faith exchanging various proposals in an attempt to reach agreement.

NOW, THEREFORE, the members of the Employee Relations Committee for the Safety Unit including authorized representatives of the County, and the San Bernardino County Safety Employees Benefit Association (hereinafter referred to as SEBA) hereby agree as follows.

RECOGNITION

Pursuant to the provisions of the Employee Relations Code of the County of San Bernardino and applicable State law, the San Bernardino County Safety Employees Benefit Association (SEBA) has been certified by the County's Employee Relations Panel as the exclusive recognized employee organization for County employees in the Safety Unit and Safety Management and Supervisory Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Panel. The County hereby recognizes SEBA as the exclusive recognized employee organization for the employees in the employee classifications comprising said Unit as listed in the Appendix B – Salary Schedule hereof, as well as employees in such classes as may be added to this Unit hereafter by the County.

Employees in this Unit shall retain all rights, benefits and protection provided in this Memorandum of Understanding and the Personnel Rules when assigned to court services.

ACCESS TO WORK LOCATIONS

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

Therefore, SEBA Field Representatives will be granted access to work locations during regular working hours to investigate and process grievances or appeals or examine working conditions. SEBA Field Representatives shall be granted access with reasonable advance notice to the appointing authority or designated management representative prior to entering a work location and after advising of the general nature of the business. However, the appointing authority or designated management representative may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of County operations. The appointing authority shall not unreasonably withhold timely access to work locations. The appointing authority shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the appointing authority or designated management representative shall establish a mutually agreeable time and location for access to the employee, and/or facilities.

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

The appointing authority or designated management representative may mutually establish with the SEBA Field Representatives reasonable limits as to the number of visits authorized with the same employee on

the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The County shall not unduly interfere with SEBA's access right to work locations.

AGENCY SHOP

(a) Modified Agency Shop

Current employees in the Unit who are now or hereafter become SEBA members shall remain SEBA members for the period of this Memorandum of Understanding. Employees who are hired after September 14, 1992, and who are in a job classification within the Safety Unit, shall within the first pay period from the date of commencement of duties as an employee, become a member of SEBA or pay via payroll deduction to SEBA a fee in an amount equal to SEBA's bi-weekly dues or a lesser amount designated by SEBA. Excepted from the above are extra-help and recurrent employees. Dues withheld by the County shall be transmitted to the SEBA officer designated in writing by SEBA as the person authorized to receive such funds, at the address specified. The parties agree that the obligations herein are a condition of continued employment for unit members. The parties further agree that the failure of any unit member covered by the Article to remain a member in good standing of SEBA or to authorize payroll deduction of the prescribed fee during the term of this Agreement shall constitute, generally, just and reasonable cause for termination.

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

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

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

Whenever a unit member shall be delinquent in the satisfaction of his or her obligation described above, SEBA shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the County Employee Relations Division Chief. In the event the unit member fails to cure said delinquency, SEBA shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.

The County shall not involuntarily deduct from non-members monies specifically earmarked for a Political Action Committee or other political activities.

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

This organizational security arrangement shall be null and void if rescinded by a vote of employees in the unit pursuant to Government Code Section 3502.5(d).

SEBA hereby agrees to defend, indemnify and hold harmless the County of San Bernardino and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article. SEBA's indemnity and liability obligation is more fully set forth as follows:

SEBA 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, SEBA 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 or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of SEBA shall not diminish SEBA's defense and indemnification obligations under this Agreement.

The County, immediately upon receipt of notice of such claim, proceeding or legal action shall inform SEBA of such action, provide SEBA with all information, documents, and assistance necessary for SEBA defense or settlement of such action and fully cooperate with SEBA in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by SEBA.

SEBA upon its compromise or settlement of such action or matter shall timely pay the parties to such action all sums due under such settlement or compromise. SEBA, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

(b) Full Agency Shop

Within thirty (30) days of April 13, 2004, an election shall be conducted within the Safety Unit to determine whether a full agency shop provision shall be incorporated into the terms and conditions of employment for the Safety Unit. If by such an election the majority of the members of the Safety Unit casting ballots approve inclusion of a full agency shop provision, the provisions under (A) Modified Agency Shop, above, shall cease and the following provisions shall be implemented:

Effective the pay period beginning May 29, 2004, all current employees who are in a job classification within the Safety Unit, shall become a member of SEBA or pay via payroll deduction to SEBA an agency fee in an amount equal to SEBA's bi-weekly dues or a lesser amount designated by SEBA. Employees who are hired after May 29, 2004, and who are in a job classification within this Unit, shall within the first pay period from the date of commencement of duties as an employee, become a member of SEBA or pay via payroll deduction to SEBA an agency fee in an amount equal to SEBA's biweekly dues. Excepted from the above are extra-help and recurrent employees. Dues and agency fees withheld by the County shall be transmitted to the SEBA officer designated in writing by SEBA as the person authorized to receive such funds, at the address specified. The parties agree that the obligations herein are a condition of continued employment for unit members. The parties further agree that the failure of any unit member covered by the Article to remain a member in good standing of SEBA or to pay the prescribed fee during the term of this Agreement shall constitute, generally, just and reasonable cause for termination.

The County shall not be obligated to put into effect any new, changed or discontinued dues deduction until a payroll deduction card is submitted to the Auditor/Controller-Recorder in sufficient time to permit normal processing of change or deduction. Agency fees shall automatically be deducted from employees who elect not to become members of SEBA

No unit member shall be required to join SEBA or to authorize an agency fee payroll deduction if the unit member is an actual, verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must,

instead, arrange with SEBA to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee, from the following: County Employees Combined Giving Campaign; Teddy Bear Tymes; or the Salvation Army. SEBA shall be responsible for determinations under this paragraph. Proof of such payments shall be submitted to the County on a monthly basis as a condition of continued exemption from the agency fee requirement.

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

Whenever a unit member shall be delinquent in the satisfaction of his or her obligation described above, SEBA shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the County Employee Relations Division Chief. In the event the unit member fails to cure said delinquency, SEBA shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.

The County shall not involuntarily deduct from non-members monies specifically earmarked for a Political Action Committee or other political activities.

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

This organizational security arrangement shall be null and void if rescinded by a vote of employees in the unit pursuant to Government Code Section 3502.5(d).

SEBA hereby agrees to defend, indemnify and hold harmless the County of San Bernardino and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article. SEBA's indemnity and liability obligation is more fully set forth as follows:

SEBA 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, SEBA 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 or shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of SEBA shall not diminish SEBA's defense and indemnification obligations under this Agreement.

The County, immediately upon receipt of notice of such claim, proceeding or legal action shall inform SEBA of such action, provide SEBA with all information, documents, and assistance necessary for SEBA defense or settlement of such action and fully cooperate with SEBA in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by SEBA.

SEBA upon its compromise or settlement of such action or matter shall timely pay the parties to such action all sums due under such settlement or compromise. SEBA, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

ASSIGNMENT TO HIGHER POSITION

Employees directed to continuously perform duties in a vacant higher level position for which funds have been appropriated shall be entitled to compensation on the higher level for the time actually worked in excess of sixty (60) work days in a one hundred twenty (120) work day corridor, unless specifically waived by the employee; provided, however:

(a) The appointing authority certifies to the County Administrative Officer in writing at the time of appointment that the employee is assigned and held responsible to fully perform all of the duties normally associated with the higher-level classification without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher-level classification.

(b) A written request of compensation at the higher-level classification is directed to the County Administrative Officer through the Human Resources Department for approval. It shall be the responsibility of the appointing authority to initiate such requests and whenever possible to anticipate need for reassignment to a higher-level classification. Written requests may also be made by the employee or the exclusive recognized employee organization in the same manner. A copy of the written request for compensation at the higher-level classification and the certification of the assignment of duties shall be provided to the employee. The employee shall be advised of the date compensation at the higher level is to be effective.

No employee shall be required to accept assignments to continuously perform the duties of a vacant higher-level position for which funds have been appropriated unless directed in writing by the appointing authority or supervisor with the delegated authority.

Employees may be temporarily assigned higher or lower duties without a change in pay and such action not be deemed as a basis for transfer, demotion, promotion, or reclassification. In all cases where periodic or regular variations in assignments occur because of seasonal needs or because of the nature of the duties or the work schedule, such variations shall be considered as incidental to the position.

Appointments to regular positions from an appropriate eligible list of a lower classification as a Trainee are exempt from provisions of this Article and are governed by the provisions of the Personnel Rule on Appointments.

Approval of compensation at the higher-level classification shall not circumvent the principle of the competitive process for appointments to positions in the classified service. Approval of the higher salary may not be retroactive unless approved by the Director of Human Resources and unless a request for compensation at the higher-level classification is made within twenty (20) work days following the sixty (60) working day period. In no event shall additional compensation be paid for the first sixty (60) days worked. Requests approved for compensation at the higher-level classification shall be governed by the Personnel Rule on Provisional Appointments as to the duration of approval and eligibility requirements for compensation at the higher-level classification and as to continuation of the appointment.

This Article does not apply to a situation in which there is no vacant higher-level position for which funds have been appropriated. Addition of duties of a higher-level classification to an employee's budgeted position shall be governed by Personnel Rule on Classifications.

It is the responsibility of all parties including department heads and other supervisory personnel to follow the procedures set forth in this Article and promptly report unauthorized situations covered by this Article to the County Administrative Officer.

For purposes of this Article, a vacant position is defined as an authorized position for which funds have been appropriated and allocated to an existing job classification based upon the duties and responsibilities currently assigned to the position and which may be:

(1) An unoccupied position due to attrition and for which the Civil Service appointment process has been initiated.

(2) A new position authorization by Board of Supervisors budgetary action for which the Civil Service appointment process has been initiated.

(3) A position from which the incumbent is on extended authorized leave of absence.

BENEFIT PLAN

Section 1 – Medical Subsidies

(a) The County has established a Medical Premium Subsidy (MPS) to offset the cost of health plan premiums charged to eligible employees. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions to the San Bernardino County Employees' Retirement Association. In no case shall the MPS exceed the total cost of the health insurance premium for the coverage selected (e.g., when the MPS amounts below exceed the low option HMO cost).

(b) Employees shall receive a Medical Premium Subsidy (MPS) in the amounts per pay period as set forth below:

Coverage	Effective September 22, 2012
Employee Only	
Lowest Cost— HMO(Blue Shield)	$166.30
Highest Cost— HMO(Kaiser)	$191.64
Employee + 1	
Lowest Cost— HMO(Blue Shield)	$355.45
Highest Cost— HMO(Kaiser)	$381.41
Employee + 2	
Lowest Cost— HMO(Blue Shield)	$487.09
Highest Cost— HMO(Kaiser)	$538.92

(c) Employees who elect Preferred Provider Organization (PPO) coverage shall receive the same MPS amounts as those who elect coverage with Kaiser.

(d) For employees assigned to work in the Needles, Trona, and Baker work locations, the County will establish a "Needles Subsidy." The Needles Subsidy will be paid by the employee's Department and will be equal to the amount of the premium difference between the indemnity health plan offered in these specific work locations and the lowest cost health plan provided by the County. This Subsidy will be established each year when premiums change for the County-sponsored health plans. The Subsidy will be discontinued when the lowest cost health plan becomes available to the employees.

(e) Employees who are on an approved medical leave of absence and whose paid hours in a pay period are less than forty-one (41) hours will continue to receive the benefits of this Section for up to six (6) pay periods per episode of illness or injury. Employees who are on an approved leave of absence without pay under the Family Medical Leave Act of 1993 will continue to receive MPS for up to six (6) pay periods. Employees who are on a leave of absence without pay shall not be eligible to receive the monetary benefits of this Section unless on a medical leave or a Family Medical Leave Act eligible leave.

(f) Employees in a regular position scheduled and paid for a minimum of forty-one (41) hours per pay period are eligible to receive the benefits of this Section.

Section 2 – Section 125 Premium Conversion Plan

(a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for health insurance, dental insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit 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 in accordance with IRS regulations.

(b) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.

(c) To be eligible for this benefit, an employee must be in a regular position and be regularly scheduled to work at least forty-one (41) hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act.

(d) Election of pre-tax and after-tax payroll deductions shall be made within the specified time frame in accordance with the County Plan of the initial eligibility period in a manner and on such forms designated by the Human Resources Employee Benefits and Services Division. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan year.

(e) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. The employee must submit request for a change due to a mid-year qualifying event within the specified time frame in accordance with the County's Plan Document of the qualifying event. The Human Resources Employee Benefits and Services Division Chief, or designee, will authorize changes as long as the change is made on account of and consistent with an employee's change in status.

Section 3 – Health and Dental Plan Coverage

(a) All eligible employees scheduled to work forty one (41) hours or more per pay period in a regular position must enroll in a health and dental plan offered by the County. Employees who fail to elect health plan coverage will be automatically enrolled in the health and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence.

(b) To be eligible for County health and dental plan coverage, an employee must be in a regular position and have received pay for at least forty one (41) hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act.

(c) Enrollment elections must remain in effect for the remainder of the Plan year to the extent permitted under IRS regulations.

(d) Eligible employees may elect to enroll their dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within the specified time frame in accordance with the County Plan Documents and/or applicable IRS regulations of obtaining dependent status, such as birth, adoption or marriage.

(e) Notification of a mid-year qualifying event must be submitted to the Human Resources Employee Benefits and Services Division in accordance with procedures adopted by the County.

(f) Dependent(s) must be removed mid-Plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules.

(g) Premiums for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

(h) Employees eligible for health plan coverage who are also enrolled in a comparable group health plan sponsored by another employer or are covered by a spouse who is also employed with the County may elect to discontinue enrollment in their County-sponsored health plan (opt-out or waive). Employees who have not completed more than eighteen (18) years of service with the County as of December 24, 2005, and employees who newly elect to opt-out of County-sponsored health plan coverage or employees who newly waive to a spouse during the term of this MOU will receive twenty dollars ($20.00) per pay period in lieu of the Medical Premium Subsidy described below. Employees who have completed more than eighteen (18) years of service with the County as of December 24, 2005, and elect to opt-out or waive to a spouse will continue to receive one-hundred and thirty-eight dollars and forty-six cents ($138.46) per pay period.

(i) Employees eligible for dental plan coverage who are also enrolled in a comparable group dental plan sponsored by another employer may elect to discontinue enrollment in their County-sponsored dental plan.

(j) The rules and procedures for electing to opt-out of County-sponsored health and dental plan coverage are established and administered by the Human Resources Employee Benefits and Services Division.

(1) Employees may elect to opt-out of County health and/or dental plan(s) within sixty (60) calendar days of becoming eligible for another employer-sponsored group plan. Proof of initial gain of other group coverage is required at the time that opt-out is elected.

(2) Employees may elect to opt-out of County health and/or dental plan(s) during an annual open enrollment period. All employees who are newly opting-out during an open enrollment period must provide verification of other group coverage.

(k) Employees who opt-out or waive and who voluntarily or involuntarily lose their other group health plan coverage must enroll in a County-sponsored health plan within sixty (60) calendar days. Enrollment in the County-sponsored plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll their eligible dependents, the dependents may only be added at a subsequent annual open enrollment period or during an eligible mid-year change.

There must be no break in the employee's health plan coverage between the termination date of the other employer group coverage and enrollment in a County health plan. Terms and conditions of the applicable plan will determine the required retroactive enrollment period and premiums required to implement coverage. Failure to notify the County of loss of group coverage within sixty (60) calendar days will require the employee to pay their insurance premiums retroactively on an after-tax basis.

(l) An eligible employee whose spouse or domestic partner is also an eligible County employee may elect coverage as a dependent on their spouse's or domestic partner's County health and/or dental insurance plan in lieu of individual employee coverage. This is called a "waiver" to their County spouse's or domestic partner's County insurance coverage. Such election must be made within the specified time frame, in accordance with the County Plan, of the employee's, County domestic partner's or the County spouse's eligibility for County health and dental insurance. During the Plan year, an employee is responsible for notifying the County within the time frame specified in the County Plan of ineligibility for the waiver, such as the the spouse leaving County employment. Changes will become effective on the first day of the pay period following the receipt and approval of all appropriate documentation. Loss of the spouse or domestic partner's County plan coverage will require the employee to immediately enroll in the County's health and dental plans.

COUNTY MANAGEMENT RIGHTS

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

(a) The right to determine the mission 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; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.

(c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.

(d) The right to change or introduce new or improved operations, methods, means or facilities; or, to contract for work to be done.

(e) Subject to the Personnel Rules where applicable, the right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, furlough and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

DEFINITIONS

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.

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

County Service – Commences on an employee's current beginning (hire) date through date of separation of service with the County.

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

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

Hire Date or Date of Hire – Refers to the effective date of the most recent start date in a regular position.

Service Hours – Refers to paid hours during an employee's regular tour of duty, up to eighty (80) hours per pay period. Time without pay, absences while receiving disability payments (excluding 4850 time), 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.

DEMOTIONS

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted as provided in the Order of Demotion; provided, however that the employee shall not be placed lower than two (2) step increments, approximately five percent (5%) below employee's current step.

An employee demoted for disciplinary reasons cannot be placed higher than the top step in the range for the class to which the employee is demoted.

An employee demoted for nondisciplinary reasons shall be retained at the same salary rate, provided, that the salary rate does not exceed the top step of the salary range of the demoted class, except that such an employee may be placed on an "X" step in accordance with the provisions of the Article on Downgradings, with the approval of the appointing authority and the Director of Human Resources.

A promoted employee who is returned to former classification during the probationary period shall be placed on the same step within the base salary range for the former classification that the employee was on at time of promotion. No credit shall be granted for time spent at the promoted level for next step advance due date.

DEPENDENT CARE ASSISTANCE PLAN

The purpose of this Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay for certain dependent care expenses with pre-tax salary reductions. DCAP is administered by the Employee Benefits and Services Division in accordance with the County's Dependent Care Assistance Plan Document and IRS regulations. DCAP exclusions from gross income do not affect compensation for retirement purposes.

To be eligible for this benefit, an employee must be in a regular position and be scheduled for a minimum of forty (40) hours per pay period and be paid for a minimum of one half plus one of the scheduled hours, or be on an approved leave designated as Family Medical Leave Act or be on an approved Military Leave.

DIRECT DEPOSIT

All employees must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer.

Employees will receive direct deposit of expense reimbursements into a financial institution of their choice via electronic fund transfer.

DISPUTE RESOLUTION PROCEDURE

Section 1 – Purpose

The County and SEBA fully realize the importance of viable procedures 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 disputes is necessary. The Board of Supervisors and SEBA have pledged that their representatives at all levels will extend active, aggressive, and continuing efforts to secure prompt disposition of issues. The initiation of a complaint 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 – Definitions and Exclusions

There are three (3) types of dispute procedures in this Article: grievances, disciplinary appeals, and unfair labor practices.

(a) A grievance is a disagreement between County management and an employee, or group of employees concerning the interpretation, application, or violation of this Memorandum of Understanding. Formal grievances must be filed by SEBA on behalf of any employee or group of employees. SEBA shall have sole discretion to determine whether to file, advance and settle any formal grievances. Group grievances are defined as, and limited to, those grievances that allege more than one (1) employee suffered harm under similar facts and circumstances within the grievance filing period. A group grievance does not need to identify, by name, the specific individuals alleged to have suffered harm provided the affected employees (i.e., grievants) are readily ascertainable (e.g., all deputies assigned to the Rancho Cucamonga Station on the night shift). However, where only some employees in a larger group of employees are alleged to have suffered harm or where back pay or monetary relief is sought, SEBA shall be required to name the grievants so as to enable the County to determine and evaluate the scope and potential liability and also attempt settlement.

(b) A disciplinary appeal is an appeal of discipline as defined by the Personnel Rules.

(c) Unfair labor practice charges are defined by County Ordinance 3707 (the Employee Relations Ordinance). This section also applies to unit modification and unit determination issues.

Any dispute which may arise between parties involving application, meaning, or interpretation of the Personnel Rules is excluded from this Article and shall be settled in accordance with the appropriate appeal procedure established by the Personnel Rules except as provided in Section 4 of this Article.

All matters are excluded from this procedure which deal with the Non-Discrimination Article, County Management Rights Article, federal or state statutes, rules or regulations; or matters that are preempted by County Charter. However, SEBA retains the right to process a grievance based upon a claim of discrimination because of labor organization affiliation as an alleged violation of the Article entitled Employee Rights.

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 herein.

Section 3 – Grievance Procedure

(a) Jurisdiction

The Director of Human Resources or designee shall have the sole authority within the County structure to provide the official management interpretation or application to any and all provisions of this Agreement. The arbitrator has the final authority within the County structure to adjudicate all grievances, as defined or otherwise provided herein.

(b) Representation

Aggrieved employee(s) shall be represented by an authorized SEBA representative. This representation may commence at any step in the Grievance Procedure. A representative of the Human Resources Department 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.

(c) Consolidation of Grievances

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

(d) 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 SEBA is dissatisfied with the decision rendered, it shall be SEBA'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. If a reviewing official does not respond within the time limits specified, the grievance shall be deemed to have been denied on the last day upon which the response could have been made.

SEBA shall then proceed to the next step of the Grievance Procedure within the specified time limits. A formal grievance may be entertained in or advanced to any step if the parties jointly so agree, except as limited by Section 2 of this Grievance Procedure. A copy of such agreements bearing the signatures of the parties shall be filed with the Employee Relations Division of the Human Resources Department.

For purposes of this Grievance Procedure, notification to a party may be given either personally or by mail. 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 third 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.

(e) Steps in the Grievance Procedure

The procedures outlined herein constitute the informal and formal steps necessary to resolve an employee's grievance. The attempt of settlement of grievances filed on behalf of an individual employee(s) in the informal step at the employee-supervisor level is required. The presentation of the informal grievance is an absolute prerequisite to the institution of a formal grievance. The grievance must be submitted within fifteen (15) work days after the employee is aware of the conditions precipitating the grievance.

Step 1 – Informal. Initially, the employee having a grievance shall on a personal face-to-face basis discuss the complaint with the immediate supervisor informally.

Within three (3) work days the immediate supervisor shall give the decision to the employee orally.

If a mutually acceptable solution has not been reached in the informal step, SEBA shall submit the grievance in writing on appropriate forms prepared and supplied by the Employee Relations Division which shall provide a detailed statement of the grievance, including dates, names, and places, applicable MOU articles, and the specific remedy or action requested. The written grievance shall be filed in duplicate with the Employee Relations Division within five (5) work days of oral notification of the immediate supervisor's decision.

Step 2 – Formal. The Employee Relations Division shall make a determination of whether the grievance is a matter for which the formal Grievance Procedure is appropriate. In making such determination, the 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 SEBA will be made within five (5) work days of receipt of the grievance.

If the Employee Relations Division has determined that the formal Grievance Procedure is appropriate, SEBA, on behalf of the grievant shall submit the written grievance to the Division/Section Head within three (3) work days of the receipt of written response of the Employee Relations Division.

If objection is made to the procedural and/or substantive grievability of a grievance at any step of the grievance procedure, it is expressly agreed that such defenses 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. The Division/Section Head shall meet with SEBA and thoroughly discuss the grievance within five (5) work days of receipt of the written grievance of the employee.

In the Sheriff's Department, it may be necessary to involve intermediate supervisors in the discussions with SEBA. The time limits established normally allow for this, but if an extension of time is needed, it should be mutually agreed upon in writing by both the appointing authority and the grievant or designated representative. A copy of the written agreement will be furnished to the Employee Relations Division of the Human Resources Department.

The Division/Section Head shall give a written decision to SEBA and the Employee Relations Division within five (5) work days after discussion with SEBA. If the grievance has not been satisfactorily resolved at this level, it may be appealed by SEBA to the appointing authority within five (5) work days following notification to SEBA.

Step 4. The appointing authority shall review the matter and shall render a decision within five (5) work days after receiving the grievance. If the grievance has not been satisfactorily resolved by the appointing authority, appeal may be made by SEBA within five (5) work days to the next step.

Step 5 – Arbitration. If the grievance has not been satisfactorily resolved, a written appeal for arbitration must be filed by SEBA with the Employee Relations Division within five (5) work days of notification of the decision by the appointing authority. The appeal must be presented on the aforementioned grievance form supplied by the Employee Relations Division of the Human Resources Department along with a copy of any pertinent documents. Grievances shall only be advanced to arbitration by SEBA.

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 MOU 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 MOU. 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 the grievant/SEBA that the County abused its discretion.

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. The arbitrator's 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. 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. For grievance decisions with financial impact greater than two thousand five hundred dollars ($2,500), the Employee Relations Division will submit the grievance decision at 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, the decision shall become final and binding. A copy of the arbitration decision shall be filed with the Employee Relations Division of the Human Resources Department and SEBA.

All grievances shall be treated as confidential, and no publicity will be given until the final resolution of the grievance.

Section 4 – Disciplinary Appeals

Disciplinary appeals are governed by the Personnel Rules, except where the provisions in the MOU differ from those in the Personnel Rules the provisions of the MOU take precedent.

Disciplinary appeals shall be heard by a hearing officer. In instances where an employee is not represented by SEBA, the employee may elect to have the appeal heard by the Civil Service Commission at no cost to the employee. If the employee elects to have the appeal heard by a hearing officer, the employee must assume one-half (1/2) of the costs of the appeal process, including any arbitrator's costs. If the County does not elect to have the appeal heard by the Civil Service Commission the County shall pay the entire cost of the appeal process, including any arbitrator costs, but not expenses, incurred by the employee. Except as provided herein, the hearing officer's findings and recommendations shall be final and binding on both parties but shall be subject to review by the Civil Service Commission on its own initiative only as described below. The Civil Service Commission shall either accept or reject the hearing officer's findings and recommendations within sixty (60) days of receipt by the Commission. In the event the Civil Service Commission does not accept the hearing officer's decision in its entirety, the Commission shall conduct and complete a full and fair evidentiary hearing on the disciplinary appeal. Such hearing shall commence within thirty (30) days of rejecting the hearing officer's findings and recommendations unless the hearing cannot for good cause be commenced within thirty (30) days. Both the County of San Bernardino and SEBA reserve the right to seek judicial review of the final administrative decision pursuant to Section 1094.5 of the California Code of Civil Procedure. Failure by either party to formally request a rehearing by the Commission will not be deemed a waiver or bar of the right to seek judicial review as set forth above.

Within five (5) business days of acceptance of the appeal by the Civil Service Commission, the parties shall either mutually agree to have the appeal heard by the Civil Service Commission or the appellant's representative shall request a list of hearing officers from the State Mediation and Conciliation Service.

If applicable, the names provided by the State Mediation and Conciliation Service shall be added to the list established annually by the parties and the Civil Service Commission. Within ten (10) business days, the parties shall select from the list by mutual agreement. Where mutual agreement cannot be made, the hearing officer in each case 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 advise the Civil Service Commission of the selection of hearing officer and request that the hearing officer be appointed.

The hearing officer shall conduct the hearing and issue its decision in accordance with provisions of this MOU and the rules and procedures of the Civil Service Commission.

The cost of the hearing officer's services, and court reporter if applicable, shall be borne equally by the parties. Any cancellation fee will be paid by the party responsible for canceling the hearing, or divided between the parties if both parties are responsible.

Section 5 – Unfair Labor Practices

Unfair labor practice charges as well as unit modification and unit determinations shall be heard by a Hearing Officer in accordance with Section 7 of this Article.

Section 6 – Mediation

The parties (Director of Human Resources or designee and SEBA) may by mutual agreement utilize mediation for grievances filed under the provisions of this Agreement. The mediator has no authority to compel resolution of the matter mediated.

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 disclosure shall be forfeiture of the hearing or appeal by the party violating the same. When possible the parties shall utilize the mediation services provided by the State or Federal 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 mediator officer, such costs shall be equally divided between the employee's department and SEBA.

No person serving in the capacity as a mediator may serve as the hearing officer/arbitrator for the same case should the same be forwarded to arbitration or a Personnel Rules disciplinary hearing unless the parties agree otherwise.

Section 7 – Procedures Governing Appeals Before the Arbitrator/Hearing Officer

(a) Arbitrators/Hearing Officers may be selected by mutual agreement of the Human Resources Department and SEBA as soon as possible, but in no event later than ten (10) working days after receipt of a written notice by SEBA of its appeal to arbitration or receipt of a list from the State Mediation and Conciliation Service as applicable. Otherwise, they shall be selected from a list established by the Human Resources Department and SEBA from names provided by the State Mediation and Conciliation Service. The arbitrator/hearing officer in each case 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 is not available, the previously stricken person(s) shall be contacted in reverse order until one is available. The list shall be in effect for one (1) year; names are subject to renewal only if both the Human Resources Department and SEBA are in agreement; where there is not mutual agreement, new name(s) shall be added to the list in the aforementioned manner.

(b) The cost of the hearing officer's/arbitrator's services, and court reporter if applicable, shall be split equally between the County Department of the complainant(s) and SEBA, or the complainant if not represented by SEBA. Any cancellation fee will be paid by the party responsible for canceling the hearing, or divided between the parties if both parties are responsible.

(c) Prehearing conferences are to be mandatory. Within twenty (20) work days, both parties are required to meet in such conference to jointly or individually declare stipulations, identify witnesses and exchange exhibits that will be carried forward to the hearing, the intent being full disclosure by both sides prior to the arbitration process.

(d) The decision of the arbitrator shall be made in writing and transmitted to the parties within thirty (30) calendar days after the conclusion of the hearing.

DOWNGRADINGS

When a position is downgraded because of decreased responsibility or difficulty, the Director of Human Resources may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the "X" step.

DUAL APPOINTMENTS

The appointment of two (2) full-time employees to the same budgeted position may be authorized by the Director of Human Resources to facilitate training, to make assignments to a position vacant due to extended authorized leave of absence, or in an emergency.

EMPLOYEE RIGHTS

All employees shall have the following rights which may be exercised in accordance with State Law, the County Charter, and applicable ordinances, rules and regulations.

(a) The right 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 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, subject to the limitations contained in the Article entitled Dispute Resolution Procedure.

(c) The right 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 (a) and (b).

The provisions of Section 3300 et seq. of the Government Code are hereby incorporated as such provisions may apply to employees within the Safety Unit; provided, however, that these provisions or alleged violations thereof shall not be subject to the Grievance Procedure.

EMPLOYEES AND AUTHORIZED EMPLOYEE REPRESENTATIVES

Section 1 – Authorized Employee Representatives

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

(a) SEBA shall designate at least one (1) authorized employee representative in each major geographic location for which the Sheriff, or District Attorney maintains a substation, branch office or division. SEBA shall be entitled to designate two (2) alternates for each authorized employee representative; provided that these alternates shall be located at the same work station as their appropriate representative.

(b) SEBA will designate only employees who have obtained regular status.

(c) SEBA shall file with the affected Agency Administrator, Department Head, Human Resources Officer, and the Director of Human Resources a written list of all employees designated as authorized employee representatives and alternates, which list shall be kept current by SEBA by filing a notification of change of authorized employee representatives.

Section 2 – Handling of Grievances and Disciplinary Proceedings

(a) At the request of an employee, an authorized employee representative may investigate a real or prospective grievance or disciplinary proceeding, and represent the employee during the resulting proceedings.

(b) Prior to participating in a grievance or disciplinary proceeding, the authorized employee representative and affected employee shall first obtain authorization from their immediate supervisor(s). The

immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of County operations. If denied, the immediate supervisor will establish an alternative time convenient to the County and employees when the authorized employee representative and affected employee can reasonably expect to be released from their work assignment.

(c) Employees must use the authorized SEBA representative(s) assigned to their geographic location to process a grievance or to be represented for the purpose of discipline protection; provided that if an employee chooses to be represented by any other employee for the purpose of handling a grievance or for discipline protection, such employee shall not be compensated by the County.

(d) County vehicles may not be used and long distance calls may not be placed in implementing the provisions of this Article.

EXPENSE REIMBURSEMENT

Section 1 – General Provisions

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

Section 2 – Responsibilities

It shall be the responsibility of each appointing authority or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the appropriate appointing authority or designee to incur a business expense or to exceed maximum allowable amounts provided in Section 7 and Section 8 of this article. Prior approval may be in the form of standing orders issued by the appointing authority.

Section 3 – Travel Authorization

(a) Travel outside the State of California must be approved by the County Administrative Office or designee except when the trip is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving within California. Requests for such travel shall be submitted to the County Administrative Office in triplicate on a standard "Travel Request" form, unless specifically approved in the department's budget.

(b) The appointing authority or designee shall initiate Travel Requests. The County Administrative Office and Auditor/Controller shall be notified in writing of all such designees.

(c) The appointing authority or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

Section 4 – Authorization for Attendance at Meetings

(a) Appointing authorities may authorize attendance at meetings at County expense when the program material is directly related to an important phase of County service and holds promise of benefit to the County as a result of such attendance.

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

Section 5 – Records and Reimbursements

(a) Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars ($25.00), the submission may be deferred until the amount exceeds twenty-five dollars ($25.00) or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond must be on a separate claim from those expenses claimed for June 30 or earlier.

(b) Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

(1) Subsistence, except as otherwise provided in this Article.

(2) Private mileage.

(3) Taxi, streetcar, bus, and ferry boat fares; bridge and road tolls; and parking fees.

(4) Telephone and telegraph charges.

(5) 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, tips, etc., unless such personal expense is a necessary and integral part of an authorized investigation.

(e) Expense reimbursements shall be made on an actual cost basis.

(f) Expense reimbursements will be made via Direct Deposit.

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 County.

(b) Travel Via Private Automobile

(1) Reimbursement for use of privately owned automobiles to conduct County business shall be at the IRS allowable rate per mile for all miles driven per month. Reimbursements 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 County does not provide any insurance for private automobiles used on County business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on County business.

(2) When employees, traveling on official County 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 equal to the actual mileage from the residence or the mileage computed from the assigned work location, whichever is less.

Similarly, if the employee departs from the last work contact point directly to the residence, only such mileage shall be allowed as the lesser distance between it 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.

(d) Travel Via Air

Commercial Aircraft – Expense reimbursement for travel via commercial aircraft shall be compensated only for the cost of air coach rates, unless air coach or economy space is unavailable to meet emergency requirements.

Section 7 – Subsistence for Overnight Travel

(a) Subsistence allowances for lodging and meals while traveling overnight on County business shall not be allowed without prior approval of the appointing authority or designee and only as deemed necessary for the purpose of conducting County business. As provided in Section 5(e), expense reimbursements shall be made on an actual cost basis except that the allowances listed below shall apply.

(1) The allowance for lodging is sixty-five dollars ($65.00) plus tax, per night, single.

(2) The allowance for meals is forty-one dollars ($41.00) plus tax and gratuity, the latter not to exceed fifteen percent (15%), per full day, or when it is less than a full day or separate meals are claimed, nine dollars ($9.00) for breakfast; twelve dollars ($12.00) for lunch; and twenty dollars ($20.00) for dinner, all plus tax and gratuity as provided above.

(3) Reasonable charges greater than the amounts listed above in paragraphs (1) and (2) may be authorized with receipts under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Los Angeles and San Diego.)

Section 8 – Meal Reimbursement

(a) The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals eaten during the employee's regularly scheduled tour of duty; however, reimbursement for meals may be approved by the appointing authority when an employee is twenty (20) miles or more distant from assigned work location for more than one-half (1/2) of the scheduled tour of duty or when an employee is required to work for two (2) hours or more in excess of the regularly scheduled tour of duty during an unplanned activity. Receipts are not mandatory for claims under this subsection; however, reimbursement for meals provided for in this subsection shall be made on an actual cost basis not to exceed nine dollars ($9.00) for breakfast; twelve dollars ($12.00) for lunch; and twenty dollars ($20.00) for dinner, all plus tax and gratuity, as provided above.

(b) Meal allowances for a business meeting/conference including meals are the actual cost.

(c) Employees may be reimbursed for purchasing meals for prisoners, while being transported. Said meal expenses are not to exceed five dollars ($5.00) per meal. Original receipts are mandatory to obtain reimbursement for meals for prisoners.

Section 9 – Expense Advances

Advancement of funds for business expenses can be obtained from the Auditor/Controller's Office through submission of the appropriate form. Advancements shall not exceed the maximum allowances set forth herein. The minimum amount to be advanced is fifty dollars ($50.00)

Section 10 – Burial Expenses

Immediately following proof of the death of an employee resulting from an accident or injury caused by external violence or physical force incurred in the performance of duty, the County shall pay to the employee's designated beneficiary the sum of $4,000 for purposes of burial expenses. Any sums for such burial expenses entitled to the beneficiary under the Worker's Compensation laws not to exceed $4,000 shall be assigned to and paid directly to the County.

Section 11 – Meal Reimbursement for Trimester Use of Force Training

All employees attending trimester use of force training may be eligible for meal reimbursement under this Section even though they may have traveled less than twenty (20) miles from their normal work location. Meal reimbursements under this Section shall be subject to the POST-established amounts and requirements. Employees attending trimester use of force training are not eligible for expense reimbursement under Section 8 of this Article. If POST suspends or eliminates reimbursement for such expenses, operation of this Section shall be suspended. In the event this Section is suspended, reimbursement for meals shall be made pursuant to Section 8 of this Article.

EXTRA HELP AND PUBLIC GATHERINGS

Extra help employees shall be compensated on an hourly basis only for hours actually worked. Compensation shall be paid at an hourly rate as provided in the Salary Adjustment Article, Section 1. Under unusual circumstances and with the approval of the appropriate appointing authority(s) and the Director of Human Resources, an employee in a regular position may choose to work in an extra help capacity for the same or another appointing authority and be compensated as such pursuant to this Article. Employees who work public gatherings shall be compensated pursuant to the appropriate ordinance for public gatherings and such compensation shall not be governed by the provisions of this Agreement.

FLEXIBLE SPENDING ACCOUNT

The purpose of the Medical Expense Reimbursement Flexible Spending Account (FSA) is to permit eligible employees to make an election to pay for qualifying medical care expenses on a pre-tax basis by salary reduction FSA exclusions from gross income do not affect compensation for retirement purposes.

FSA will be administered by the Employee Benefits and Services Division, consistent with IRS regulations and the County's Medical Expense Reimbursement Plan Document.

(a) To be eligible for this benefit, an employee must be in a regular position and regularly scheduled to work forty (40) or more hours per pay period and paid for a minimum of one half plus one of the scheduled hours, be on an approved leave designated as Family Medical Leave Act or on an approved military leave.

(b) Eligible employees may contribute, on a pre-tax basis, a minimum of twenty-five dollars ($25.00) and a maximum of one hundred dollars ($100.00) per biweekly pay period, not to exceed any established IRS annual maximum, to a flexible spending account. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document.

FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited 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 of San Bernardino and SEBA with respect to wages, hours and other terms

and conditions of employment. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. The County and SEBA for the life of this Agreement each voluntarily waives the right to meet and confer in good faith and waives the right to compel the other party to meet and confer in good faith with respect to any subject or matter whether or not specifically referred to or covered in this Agreement. This section shall not act as a waiver of any reserved County management rights or act as a waiver of SEBA's right to bargain the impact of the County's exercise of its management's rights.

IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual agreement by all members of the Employee Relations Committee to be jointly submitted to the Board of Supervisors for approval. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until approved by the Board of Supervisors.

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

LAYOFF

Section 1 – Layoff Policy

Whenever possible, loss of employment for regular County employees shall be avoided by transfer, demotion, or temporary work. During the first year following a layoff, laid off employees shall have first consideration for any vacancies in a classification for which qualifications are deemed suitable by the Director of Human Resources.

After one (1) year on the layoff list, the names of employees shall be transferred to the appropriate open or promotional list. The duration of such placement shall not exceed two (2) years.

Section 2 – Definition of Layoff

Layoff is the involuntary separation or demotion of a regular employee without fault of the employee.

Section 3 – Notification

Whenever the appointing authority anticipates a surplus of employees in regular positions, immediate notification to the Director of Human Resources and SEBA shall be made. The notification shall include the anticipated number and classifications of employees to be laid off and a plan for conducting an orderly layoff to reduce adverse effect on employees to be laid off.

Section 4 – Order of Layoff

Layoffs shall be by classifications unless the appointing authority, with the approval of the Director of Human Resources, deems it for the best interests of the service to make reductions in classification first and thereby cause separation from the service only in the lower ranks. The services of all provisional, temporary, and probationary employees in the classification affected within the interested department shall be terminated in that order before any reduction in the regular force. Layoffs among regular employees shall be made on the basis of seniority determined by the employee's current beginning date of continuous service in a regular position with the County of San Bernardino. A regular employee who accepts demotion in lieu of layoff retains layoff rights to his former classification.

Section 5 – Short-Term Layoffs

Layoffs for periods not to exceed fifteen (15) consecutive work days may be made in any order for reasons approved by the Director of Human Resources.

Section 6 – Exception to Order of Layoff

Whenever the appointing authority believes that the best interests of the service require the retention of employees with special qualifications, characteristics, and fitness for the work, the appointing authority may request an exception to the order of layoff. Such requests must be in writing to the Director of Human Resources and must be supported by the appointing authority's reason. A copy of such request shall be submitted to SEBA at that time.

LEAVE PROVISIONS

Section 1 – Sick Leave

(a) Definition – Sick leave with pay is an insurance or protection provided by the County to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of illness, injury, pregnancy, exposure to contagious disease, attendance upon ill member of the employee's immediate family or for a medical, optical, or dental appointment. Such authorized absences may include attendance upon the parent(s) of an employee, not to exceed a total of eighty (80) hours per calendar year. In addition, a maximum of forty (40) hours earned sick leave may be used for bereavement due to the death of persons in the immediate family, or any relative living with the employee. Immediate family is defined as spouse, child, step-child, mother, father, brother, sister, mother-in-law, father-in-law, and domestic partner or child of domestic partner, as defined by California Family Code Section 297.

(b) Accumulation – Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year, or 3.69 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. The minimum charge against accumulated sick leave shall be fifteen (15) minutes. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis.

(c) Compensation – Approved sick leave with pay shall be compensated at the employee's base rate of pay (including POST incentive pay).

(d) Administration

(1) Investigation – It shall be the responsibility and duty of each appointing authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Director of Human Resources.

(2) Notice of Sickness – The appointing authority or designated representative must be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. For employees assigned to 24-hour institutions (e.g., correctional facilities) the appointing authority or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence and must be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty. It is the responsibility of the employee to keep the appointing authority informed as to continued absence beyond the first day for reasons due to sickness. Failure to make such notification may result in denial of sick leave with pay.

(3) Review – The Director of Human Resources may review and determine the justification of any request for sick leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for sick leave pay.

(4) Proof – A doctor's certificate or other adequate proof of illness shall be provided by the employee in all cases of absence due to illness when requested by the appointing authority.

(5) Improper Use – Evidence substantiating the use of sick leave for trivial indispositions, instances of misrepresentation, or violation of the rules defined herein shall be construed as grounds for dismissal or such other action as may be deemed proper and necessary by the appointing authority and/or the Board of Supervisors.

(6) Misconduct – Sick leave with pay may be denied if the absence is found to be due to willful injury, gross negligence, intemperance, improper conduct or willful absence without leave on the part of the employee.

(e) Workers' Compensation – As provided in Section 4850 of the Labor Code, a Safety Unit employee who is injured in the line of duty is entitled to full salary in lieu of Workers' Compensation benefits and sick leave for a period not to exceed one (1) year. After the employee has used one (1) full year of such 4850 time, said employee may use accumulated sick leave with pay with the approval of the appointing authority to augment temporary disability payments if said employee is still temporarily disabled by order of an accepted physician under the Workers' Compensation sections or until said employee is retired.

(f) Separation – Unused sick leave shall not be payable upon separation of the employee, except as provided in the Retirement Medical Trust Article.

Section 2 – Annual Leave

(a) Definition – Annual leave is granted in lieu of any other vacation or holiday leave provisions. Annual leave 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. Under unusual circumstances, annual leave may be used for sick leave purposes upon a special request of the employee and with the approval of the appointing authority.

(b) Accumulation

All employees in regular positions shall accrue, on a pro-rata basis, annual leave time for completed service hours, up to eighty (80) hours per pay period. Such annual leave time shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1,040 hours of continuous service from the employee's date of hire in a regular bargaining unit position. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive annual leave accumulation on a pro-rata basis.

Length of Service from Hire Date	Annual Leave Allowance	Maximum Allowed Unused Balance
After 1,040 and through 8,320 service hours	176 hours	336 hours
Over 8,320 service hours and Through 18,720 service hours	216 hours	416 hours
Over 18,720 service hours	256 hours	550 hours

(c) Court Holidays

(1) Employees assigned to the Court Service Bureau of the Sheriff's Department shall use annual leave for the following court holidays:

New Year's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

When a court holiday falls on a Sunday, the next day, Monday, shall be observed as the holiday.

(2) Whenever an employee is required to work on a fixed holiday, the time will be coded as work time and not charged against the employee's annual leave bank.

(3) If an employee does not have sufficient annual leave for the holiday, the employee will use compensatory time off. If the employee has no compensatory time off, the employee will use approved absence without pay. An employee who has been employed less than 1,040 hours and/or did not have the opportunity to accrue sufficient annual leave time will be given the option of working another assignment designated by the appointing authority, using compensatory time off, or taking approved leave without pay. An employee can work the holiday upon request of the employee only if work is available and upon approval by the appointing authority.

(4) Other court holidays shall be considered regular work days.

(d) County Fixed Holidays in the Office of the District Attorney

Any newly hired District Attorney Investigator shall be credited with 40 hours of leave to use on County Fixed Holidays during the first 1,040 hours of employment. Such hours will be offset against the amount of Annual Leave granted to the employee after the completion of the 1,040 service hours.

EXAMPLE: A DA investigator is hired February 1 and credited with 40 hours of leave. The employee codes 8 hours for each of the 3 County Fixed Holidays that fall within the period from hire date to 1,040 hours of continuous service. At 1,040 continuous service hours, the employee will be credited with 64 hours of Annual Leave computed as follows: 88 hours Annual Leave minus the 24 hours of leave previously coded on the County Fixed Holidays, leaving the employee with a balance of 64 hours Annual Leave.

(e) Administration

(1) Annual leave shall be taken annually at the discretion of the appointing authority, and at such times as will not impair the work schedule or efficiency of the department. The parties recognize that it is the responsibility of the employee to keep track of their own leave balances and to endeavor to keep the leave balance within the maximum allowable unused balance. Every effort will be made to enable employees to take time off to remain below the maximum balance; however, to facilitate scheduling the employee should provide at least six (6) pay periods advance notice of reaching the maximum balance to the appointing authority or designee. No employee, however, shall lose earned annual leave time because of work urgency or during leave of absence under Section 4850 of the Labor Code. If an employee has reached the maximum allowed unused balance due to work urgency or leave of absence under Section 4850 of the Labor Code and is unable to take an annual leave, the appointing authority will notify the Auditor/Controller of the situation and approve one (1) waiver per calendar year of the maximum allowed unused balance for a period not to exceed thirteen (13) pay periods, or in the case of a 4850 leave, not to exceed thirteen (13) pay periods from date the employee returns to duty.

(2) The minimum charge against accumulated annual leave shall be fifteen (15) minutes or multiples thereof. Annual leave shall be compensated at the employee's base rate of pay, including POST incentive pay.

(3) Employees not planning to return to County employment at the expiration of an annual leave, except those retiring, shall be compensated at their base rate of pay (including POST incentive pay) in a lump sum payment for accrued annual leave and shall not be carried on the payroll. Retiring employees may elect to use annual leave to enhance retirement benefits or be compensated in a lump sum payment for accrued time, provided that each pay period the employee charges the number of hours in their regular scheduled tour of duty. Terminating employees not covered by the above provisions shall be compensated at their base rate of pay (including POST incentive pay) for accrued annual leave that they were entitled to use as of the date of termination.

(4) On one (1) occasion during each calendar year, an employee who has utilized eighty (80) or more hours of annual leave during the previous calendar year may elect to convert into a cash payment, at the rate of pay (including Incentive Pay) then in effect, up to forty (40) hours of accrued annual leave. During the term of this Agreement only, an employee may elect on each annual occasion to convert into cash payment, an additional twenty (20) hours of accrued annual leave for a total up to sixty (60) hours.

In order to sell back annual leave prior to termination or retirement, an employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's annual leave time accrual. Such election must be made in a single block of not more than sixty (60) hours. Once an election is made, the employee must request that the designated number of hours actually be sold back by pay period 25 of the calendar year in which the election is effective, or the hours will be automatically converted into cash in pay period 26.

(f) Grandfather Bank – Employees who have accrued annual leave (previously vacation and holiday leave) in excess of that allowed under this Article as of July 14, 1979, shall be allowed to maintain their total balance as of June 2, 1979, provided, however, that any payment of such total balance at the time of retirement or separation shall be based on the base rate of pay in effect immediately preceding June 2, 1979. The employee shall have the option to select whether any use of annual leave shall be charged against time accrued prior to June 2, 1979, or time accrued subsequent to June 2, 1979.

Section 3 – Compulsory Leave

If in the opinion of the appointing authority an employee could be incapacitated for work for physical or psychological reasons, an examination may be required by a physician or other competent authority designated or approved by the Director of Human Resources. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the appointing authority shall have the right to compel such employee to take sufficient leave of absence with or without pay, or to transfer to another position without reduction in compensation and to follow a prescribed treatment regimen until medically qualified to return to unrestricted duty.

If an employee temporarily does not possess a job prerequisite, until such time as the deficiency disappears, the appointing authority shall compel the employee either (1) to take a leave of absence with or without pay or (2) to transfer to another position without a reduction in pay; provided that nothing herein shall inhibit the ability of the appointing authority to impose appropriate discipline.

Section 4 – Military Leave

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a County employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

(a) Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.

(b) Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.

(c) Temporary Active Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training, encampment, naval cruises, special exercises or like activities provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by the County for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Section (e) of this Article.

(d) Full-Time Active Duty – Employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

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

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

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire date, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from County employment, except as provided in the temporary duty provision.

(e) Compensation – This provision does not include an employee's attendance for inactive duty, commonly referred to as weekend reserve meetings, muster duty or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working

hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (c) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.

(f) Extension of Benefits – The County recognizes the increased requirements of the military due to the current threats facing the United States of America. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and are eligible to receive the thirty (30) calendar day military leave compensation shall receive the difference between their base County salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall continue for the period approved by the Board of Supervisors. During this period, the County will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement contributions and credit will be granted if the employee had enough pay to cover the entire contribution. If the employee does not get enough pay to cover the retirement contribution, no contribution or credit will be given. If upon return from leave the employee complies with all requirements of the Board of Retirement, then the employee shall also receive the retirement pick-up allowed by the MOU. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full County payment for the first thirty (30) days of military leave provided in (c) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the thirty (30) days compensation has been completed.

No compensation shall be paid beyond the thirty (30) day leave period, unless such compensation is expressly approved by the Board of Supervisors.

(g) Vacation and Military Leave – Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Section (c) of the Article. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Article under the following conditions:

(1) The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.

(2) The employee must use accrued leave time for the entire pay period (i.e., County pay will not be integrated with military pay for partial pay periods).

(3) Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.

(4) Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Article will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

Section 5 – Political Leave

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

Section 6 – Special Leaves of Absence Without Pay

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

(a) Is medically incapacitated to perform the duties of the position.

(b) Desires to engage in a relevant course of study which will enhance the employee's value to the County.

(c) Takes a leave pursuant to the federal Family Medical Leave Act of 1993, the California Family Rights Act, and/or Pregnancy Disability Leave provisions under the Fair Employment and Housing Act (FEHA).

(d) Is approved for any reason considered appropriate by the appointing authority and the Director of Human Resources.

Such request must be in writing and requires the approval of the appointing authority and the Director of Human Resources. The employee is responsible for providing appropriate documentation to justify the reasons for the special leave of absence (e.g. medical documentation from a qualified health practitioner) prior to approval. Upon request, the appointing authority and the Director of Human Resources may grant successive leaves of absence (e.g. employees who meet the eligibility requirements for a disability retirement) with appropriate documentation.

Leaves of absence without pay may be given to an employee with or without right to return to classification. At the expiration of leaves without right to return, the employees must contact the Director of Human Resources to have their names referred for a sixty (60) calendar day period to all job openings in their classification for reemployment without examination, such time to run concurrently with the one hundred and eighty (180) calendar day period provided in the Reemployment Article herein. The employee must be appointed to a position within this sixty (60) day period or be terminated. At the expiration of leaves with right to return, the employee will have the right to return to a vacant position within the department in their current classification.

An employee who is pregnant has the right to continue performing the regular duties of her position until a medical authority determines that she is unable to perform those duties. At that time, if requested by the employee, the appointing authority will make every effort to find other duties the employee can perform until she is disabled due to her pregnancy or childbirth.

A pregnant employee who is medically able to perform the duties of her position but who prefers to be reassigned to available duties that are less strenuous and/or less dangerous, may request a reassignment under the conditions listed above. If the appointing authority is unable to find other suitable duties, and the employee prefers a leave of absence to continuing to perform her regular duties, a leave of absence with right to return will be granted.

Section 7 – Relocation Leave

Employees in regular positions who are required by an appointing authority to change their principal place of residence because of a reassignment to meet the needs of the service shall be granted time off with pay at their base rate of pay not to exceed sixteen (16) work hours.

Section 8 – Jury Duty Leave

Employees in regular positions who are summoned to jury duty shall be entitled to base pay for those hours of absence from work, provided the employee deposits fees for service, other than mileage, with the County Treasurer. 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. Employees called for Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury.

Section 9 – Examination Time

Employees in regular positions shall be entitled to a reasonable amount of leave with pay for the purpose of applying for and taking County promotional examinations. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time 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 for any examination process that occurs outside their scheduled work shift or on a day that the employee is not scheduled to work.

Section 10 – Witness Leave

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

Section 11 – Blood Donations

Employees in regular positions who donate blood without receiving compensation for such donation may have up to four (4) hours off to recover with pay as necessary, provided the employee has received prior approval of the immediate supervisor to make the donation. This benefit shall not be charged to any accumulated leave; provided, however, that any time in excess of four (4) hours must 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.

Section 12 – Failure to Return After Leave

Failure of an employee to report to work at the expiration of a leave of absence shall separate the employee from the service of the County and be considered, in effect, a resignation unless extenuating circumstances can be justified to the appointing authority who may approve additional leave.

LIFE INSURANCE

Section 1

The County agrees to make available to each employee a group term life insurance program wherein the employee may purchase, through payroll deductions, term life insurance in accordance with the insurance carrier's Certificate of Insurance.

Selection of the insurance provider(s), the method of computing premiums and administration of the plan shall be within the sole discretion of the County.

Section 2

The County shall provide at County expense to all employees assigned in the normal course of their regular duties to the Arson/Bomb Squad, the Narcotics Division, the IRNET Division, District Attorney Specialized Prosecutions Group, to the position of Motorcycle Traffic Officer, and employees in the Scientific Investigations Division who regularly work with and/or are exposed to dangerous substances a sixty thousand dollar ($60,000) face value occupational accidental death and dismemberment policy. Selection of the insurance provided shall be at the sole discretion of the County.

LONG TERM DISABILITY (LTD) INSURANCE

Effective July 8, 2006, and at the beginning of each month thereafter, the County will pay to SEBA thirty-three dollars ($33.00) times the number of unit employees in regular positions at that particular time for the LTD plan administered by SEBA. Participation is mandatory for all Safety Management & Supervisory Unit employees. SEBA shall have sole fiduciary and administrative responsibility for the LTD program for a minimum period of six (6) years. The transfer of responsibility for LTD from the County to SEBA shall occur on the first day of the month. These payments shall not be reported to the Retirement System as "Compensable Earnable."

"ME TOO" AGREEMENT

Section 1

The Board of Supervisors recognizes that members of Safety Unit agreed to the elimination and reduction of certain existing compensation and benefits as follows:

- Reduce all step increments from approximately 5% to approximately 2.5% for all current and newly-hired employees;
- Eliminate the County pick-up (up to 7%) of the employee's share of retirement system contributions for all current and newly-hired employees; and
- Convert all remaining employees receiving the Flexible Benefit Plan contribution to Medical Premium Subsidy;

The Board of Supervisors has already approved elimination and reduction of existing compensation listed above for the Exempt group, Special Districts/Fire Exempt, Non-Represented, General Fire, Water and Sanitation, Safety Management, Specialized Peace Officer, Specialized Peace Officer – Supervisory, Probation, and Firefighter groups.

Section 2

If any other bargaining unit that is currently in negotiations with the County (i.e., Attorney, Emergency Services and Nurses Unit) does not agree to reduce or eliminate any particular compensation and/or benefit item above, the Board of Supervisors will either (1) restore to Safety Unit said reduction, the compensation and/or benefit provision above, on a pro-rated basis or in a comparable manner, retroactive to the date of the Board of Supervisors approval of this Agreement, (2) impose such benefit elimination or reductions on bargaining units that do not agree after exhaustion of the dispute resolution procedure contained in the applicable Employee Relations Ordinance, or (3) reduce positions and/or budget in the impacted departments by the value of the reductions which would have been obtained if the reductions in compensation would have been applied to the employees in that bargaining unit. Additionally, if one of the above bargaining units (Attorney, Emergency Services Unit and Nurses Unit) receives a newly negotiated across-the-board enhancement in compensation and/or benefits for all its members, excluding those enhancements for which the County, County Fire, and Special Districts bargaining units are already contractually obligated, such enhancement shall also be automatically applied to the Safety Unit. The provisions listed in Section 2 shall automatically expire on the date that all of the above bargaining units either reach agreement, or #1, #2 or #3 above are applied.

MEDICAL EMERGENCY LEAVE

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

(a) The employee must have regular status with the County or one (1) year of continuous service in a regular position 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) calendar days (160 working hours) exclusive of an absence due to a work related injury/illness; (2) Submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours); (3) Have exhausted all available leave balances; (4) Have also recorded at least eighty (80) hours of sick leave without pay.

(c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits. An employee eligible for State Disability Insurance and/or Long Term Disability must agree to integrate these benefits with Medical Emergency Leave.

(d) Annual, vacation, holiday or administrative leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours not to exceed a total of fifty percent (50%) of an employee's yearly vacation, holiday, annual, administrative leave 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) receiving the Medical Emergency Leave will be taxed accordingly.

(e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1,040) hours per fiscal year.

(f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long term illness or injury, either physical or mental impairment. 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 County's Occupational Health Officer or medical designee, is required.

(g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies per the minimum paid hours per pay period requirement of the Benefit Plan Article, the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee. An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave or retirement credit unless they are fully integrated with disability payments.

(h) Donor hours shall be contributed at the donor's hourly base salary rate (which will include POST pay where applicable) and be converted to the donee's hourly base salary (which will include POST pay where applicable), exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.

(i) 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) to be utilized as follows:

(1) An employee who resigns while on Medical Emergency Leave, or the beneficiary of an employee who dies while on Medical Emergency Leave, shall be paid at one hundred percent (100%) of his/her base hourly rate of pay for all unused Medical Emergency Leave up to 160 hours at time of resignation or death in accordance with payroll procedures established by the County Auditor/Controller. Any unused Medical Emergency Leave in excess of 160 hours 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 County's Occupational Health Officer to return to full time work shall have all unused Medical Emergency Leave up to 160 hours converted to an equal amount of sick leave which will be available to the employee according to the applicable Sick Leave Article of the Memorandum of Understanding. Any unused Medical Emergency Leave in excess of 160 hours 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 County's Occupational Health Officer 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.

(j) 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.

(k) 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.

(l) All donors and donees shall sign release forms designed, retained and effected by the Human Resources Department.

MERIT ADVANCEMENTS

Section 1

It is agreed that a work performance evaluation shall be completed by the employee's immediate supervisor within sixty (60) work days prior to the employee's step advance due date for all employees in this Unit who are below the top step of their salary range. If such employee is evaluated as having met job standards or better, the employee will be granted the step advancement effective on the employee's salary benefit date.

Section 2

If no work performance evaluation is filed, or if an employee receives an overall "Unsatisfactory" or "Below Job Standards" evaluation, the employee's step advance may not be granted on the date due.

Section 3

In cases where no work performance evaluation is filed, an employee will contact the supervisor, who must complete and file the work performance evaluation within five (5) work days. If the employee is rated as having met job standards or better, the employee will be granted the step advancement retroactive to the employee's salary benefit date.

Section 4

A denied step advancement can be granted following any sequence of a thirty (30) work day review period of the employee's performance.

Section 5

Any dispute arising out of the content of the work performance evaluation may be processed in accordance with the appeal procedure in the Personnel Rules.

NON-DISCRIMINATION

The parties agree that the provisions of this Agreement shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, physical or mental disability, national origin, political or religious opinions or labor organization affiliations.

The parties agree to actively support the objectives of the County's Equal Opportunity Program.

NOTIFICATION OF ASSAULTS

The Sheriff's Department Civil Liabilities Division will provide SEBA information regarding reported assaults on Deputies within three (3) business days following receipt of such reports.

OBLIGATION TO SUPPORT

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

ON-CALL PAY

Employees who are released from active duty but are required by the Sheriff's Department or District Attorney to leave notice where they can be reached and be able to return to active duty when required by the department shall be assigned to on-call duty. While assigned to on-call duty, an employee shall be free to use the time for his or her own purposes.

On-call duty requires that employees so assigned shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to respond to duty within an hour.

Assignment of on-call duty and approval of compensation shall be made by the appointing authority based upon the needs of the department. On-call duty shall be compensated at the rate of one hundred fifty-five dollars ($155.00) per week. Effective July 4, 2009, on-call duty shall be compensated at the rate of one hundred sixty-five dollars ($165.00) per week. Effective July 3, 2010, on-call duty shall be compensated at the rate of one hundred seventy-five dollars ($175.00) per week. Effective July 2, 2011, on-call duty shall be compensated at the rate of one hundred eighty-five dollars ($185.00) per week. Said compensation is exclusive of any other compensation and shall not count as hours worked.

OVERTIME

The overtime provisions of this Unit shall be as follows:

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

(b) 7(k) Exemption – The parties agree that employees in this Unit are covered by the partial overtime exemption set forth at 29 U.S.C. § 207(k) of the Fair Labor Standards Act. Although the County pays overtime compensation to employees in this Unit in excess of what is required by Section 207(k) or any other provision of the Fair Labor Standards Act, the parties agree that the Section 207(k) partial overtime exemption has been adopted and is applicable to FLSA overtime.

(c) Definition – Overtime shall be defined as all hours actually worked in excess of a regularly scheduled daily work shift, forty (40) hours per week, or eighty (80) hours during a pay period. In designated work locations where the regular work schedule does not call for the employees to work forty (40) hours per week, although it causes the employees to work an average of forty (40) hours per week during a pay period, overtime shall be defined as all hours actually worked in excess of a regularly scheduled daily work shift or eighty (80) hours per pay period. In designated work locations where the regular work schedule does not call for the employees to work at least eighty (80) hours in each pay period, although it causes them to work an

average of at least eighty (80) hours per pay period during two (2) consecutive pay periods, overtime shall be defined as actual hours worked in excess of the regularly scheduled daily work shift, or one hundred sixty (160) hours during two (2) consecutive pay periods.

For employees assigned to a twelve (12) hour shift schedule, employees will normally be scheduled to work seven (7) twelve (12) hour shifts in a fourteen (14) day pay period. Overtime for employees assigned to this schedule shall be defined as all hours actually worked in excess of a regularly scheduled daily work shift, or in excess of eighty-four (84) hours per pay period.

All work periods which define overtime based as other than time worked in excess of forty (40) hours are established pursuant to Section 207(k) of the Fair Labor Standards Act, 29 USC 201 et seq.

All forms of paid leave time as set forth in the Leave Provisions and Employees and Authorized Employee Representatives Articles, plus leaves of absence pursuant to Section 4850 of the California Labor Code, and time spent in meeting and conferring sessions shall be considered as time actually worked for purposes of computing premium overtime compensation. Time spent while attending employee-initiated training shall not be considered as time worked for purposes of computing overtime compensation.

Unless specifically provided herein, "hours worked" for purposes of computing premium overtime shall be consistent with requirements established by the Fair Labor Standards Act and other applicable law.

Any time spent by an employee in a regular position who is required to appear in a court of law arising out of the employee's scope of employment during said employee's regularly scheduled off-duty hours shall be treated as time actually worked. Compensation for required time spent in court as described above shall be granted to an employee only when said employee has actually reported to court. Such employee shall receive a minimum of two (2) hours time worked or the actual amount of time, whichever is greater. To qualify for such compensation, the employee must contact the District Attorney's Office no later than 8:30 a.m. on the scheduled day for court appearance to insure that the case is still on the court's calendar. Any time spent traveling to and from court in excess of one (1) hour per occurrence shall be compensated at straight time rates, but shall not be credited as time worked for any other purposes. For example, if an employee lives in San Bernardino and is required to appear in court in Joshua Tree, and the total travel time from home to court is three (3) hours the employee would be paid for two (2) hours at straight time rates.

If an employee is authorized by the Appointing Authority and the employee chooses, for his/her convenience, to use a department vehicle for a court appearance, travel time in excess of one (1) hour commences when the employee has left the station.

When an employee in a regular position returns to active duty at the request of the appointing authority after said employee has been released from active duty and has left the work station, the employee shall be regarded as having worked for two (2) hours or for the amount of time actually worked, whichever is greater. Overtime scheduled in advance shall not be included. Further, employees called back to duty while assigned to on-call duty shall only be compensated for actual hours worked.

When an employee in a regular position reports for active duty at the request of the appointing authority while on Annual Leave or other discretionary leave time off, the employee shall be paid for hours worked in lieu of scheduled leave time.

All 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.

(d) Premium Overtime Compensation – Any employee in a regular position authorized by the appointing authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay. Payment for premium overtime compensation shall be made on the first regular payday following the pay period in which such overtime is worked, unless premium overtime compensation cannot be computed until some later date, in which case,

premium overtime compensation will be paid on the next regular payday after such computation can be made. In lieu of cash payment, an employee may elect to accrue compensating time off at premium hours. Effective upon Board of Supervisors approval of this Agreement, cash payment at employee's base rate of pay (including POST incentive pay) shall automatically be paid for any compensating time in excess of fifty (50) hours, or any hours on record immediately prior to promotion, demotion or termination of employment. Employees with a balance greater than fifty (50) hours as of the date of Board of Supervisors approval of this Agreement may elect to receive cash payment for any compensating time greater than fifty (50) hours or to use compensatory time in order to reduce the balance to fifty (50) hours or less prior to June 28, 2013. An employee with a balance of greater than fifty (50) hours after June 28, 2013 shall automatically be paid at the employee's base rate of pay (including POST incentive pay) for any compensating time in excess of fifty (50) hours. Compensatory time off may be taken with approval of the appointing authority 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.

On one occasion each calendar year, during the pay period which includes April 15, an employee may elect to convert up to forty (40) hours of compensatory time into cash payment at the rate of pay then in effect.

PAY PERIOD

A pay period shall be comprised of a fourteen (14) calendar day corridor. The first pay period under this Agreement shall commence at 12:01 a.m. Saturday, September 22, 2012, 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 pay period and work week may be adjusted in accordance with FLSA requirements. The intent of the County and SEBA is to allow for alternative shift scheduling without violating requirements of the FLSA. Under no circumstances shall the right to adjust in accordance with FLSA requirements entitle the County to make such adjustments for the primary purpose of avoiding overtime.

The County may reasonably establish, change, or modify standard days, tours of duty, or shifts for individual positions according to the needs of the service within the established period. Except in instances of law enforcement or staffing emergencies, employees shall be notified personally or by mail by a ranking officer of a shift change no later than forty-eight (48) hours prior to the time the shift change is to become effective. Projected work shift schedules will be posted two (2) months in advance, subject to change as a result of personnel shortages or emergencies.

Under those conditions where overtime is computed based upon actual hours worked in two (2) consecutive pay periods, as provided in subsection (b) of the Overtime Article, the pay period for such employees shall be comprised of a twenty-eight (28) calendar day corridor, commencing coincidentally with any fourteen (14) day pay period as described above and ending at midnight on the fourth Friday thereafter; provided, however, that the employees working such twenty-eight (28) day pay periods shall be paid on a bi-weekly basis in the same manner as those employees working a fourteen (14) day pay period.

It is recognized that during the term of this Agreement it may be necessary for Management to make changes in the number of hours in a standard day, tour of duty, or shift to meet the needs of the service. Where Management finds it necessary to make such changes, it shall notify SEBA indicating the proposed change prior to its implementation. Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit as defined below; and where SEBA requests to meet with Management, the parties shall expeditiously undertake to meet as provided by Section 3500 et seq. of the California Government Code regarding the impact the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean: (a) a majority of the employees in the Unit, (b) all employees within a division or substation in the Unit, or (c) all employees within a readily identifiable category such as Sergeants or Captains.

PAYROLL DEDUCTIONS

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

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

PAYROLL ERRORS

In situations involving overpayment to an employee by the County, said employee shall be obliged to repay the amount of overpayment within the time frame the overpayment was received by the employee in accordance with existing law. In the event of an overpayment totaling twenty-five dollars ($25) or less, the overpayment will be recovered in one pay period. Documentation explaining the overpayment and calculations will be provided to the employee at his/her request. 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. Extensions will be approved only in the case of extreme hardship and the extended period for repayment will not be longer than one and one-half (1-1/2) times as long as the overpayment period (subject to statute limitations). If the employee leaves employment prior to repayment of overage, the Auditor/Controller's office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the Auditor/Controller shall initiate the collections process against the employee.

In situations involving underpayment to an employee by the County, the employee shall receive the balance due within the next pay period following timely submission of appropriate documentation to the Auditor/Controller's office.

In those situations where employees have been underpaid by seven and one-half percent (7.5%) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request an on-demand warrant to correct the error. The departmental payroll section shall complete the request for payroll adjustment and forward it and any necessary approval of the appointing authority to the Auditor Controller within one (1) working day of receipt of the employee's request. The Auditor/Controller's office shall pay the employee the amount due within two (2) working days of receipt of the request for payroll adjustment from the department for a prior pay period. For this Section, base pay shall be determined by multiplying the employee's base rate of pay by the number or hours in their usual work schedule.

In those situations where there has been both an underpayment and overpayment to an employee and the underpayment amount is larger than the overpayment, the employee will receive the difference in one lump sum.

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

PHYSICAL FITNESS AND APPEARANCE

Section 1

The parties agree that the physical, medical, mental fitness and appearance of public safety officers are requirements to perform the duties of the job and instill public confidence in the law enforcement function.

They agree that public safety members require special treatment and consideration for the stress, physical demands and appearance expectations of the County and the public. Recognizing these important factors, the parties agree that during the term of this Agreement, the County may require medical, physical ability, appearance and psychological assessments of safety employees, provided the County pays and provides time off without loss of pay for such assessments. Any remedial or treatment action shall be the full responsibility of the employee.

Section 2

The County shall provide at County expense prescheduled annual toxicology tests performed by a County-selected physician for all employees assigned to the Arson/Bomb Squad, the Narcotics Division, the IRNET Division, and employees in the Scientific Investigations Bureau who regularly work with and/or are exposed to dangerous substances.

Section 3

The County shall provide at County expense an annual Class II, Federal Aviation Administration-certified physical by a County-selected, certified physician for each employee who regularly operates aircraft in the Aviation Division of the Sheriff's Department.

Section 4

SEBA agrees that all unit members assigned to the Sheriff SWAT or District Attorney SRT are required to maintain an extraordinary level of physical fitness as demonstrated by passing annual physical fitness exams. As such, the County recognizes that the supervisor of said units may authorize up to one (1) hour per shift while on duty as workout time. If it is ordered in writing by the supervisor of said unit, said workout time shall be considered work time, but shall not extend beyond the employee's scheduled shift.

Section 5

Employees in this Unit, over age 40, may obtain body scan services provided by the Arrowhead Regional Medical Center once every two (2) years, provided that the employee pays for said services. The County agrees to charge employees in this Unit the same fees for these services as is charged to employees in the Exempt Group.

PROBATIONARY PERIOD

The probationary period for positions in the Safety Unit shall be 2,080 hours. The probationary period ends at the end of the day in which the employee has completed the required number of service hours.

The probationary period will be automatically extended for each hour during which the employee is on leave without pay, including absences while receiving disability payments, or on military leave. In situations where the employee is on continuous paid sick leave or is using annual leave in lieu of paid sick leave for eighty (80) or more consecutive hours, or on modified duty for occupational or non-occupational reasons, the probationary period may be extended at the discretion of the appointing authority. Such extension is in addition to the fifteen (15) pay period extension allowed by the Personnel Rules.

PROMOTIONS

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee, including an individual promoted into this Unit, shall receive the entrance rate of the new range or approximately five percent (5%) whichever is greater; provided that no employee is thereby advanced in step nor advanced above the top step of the higher base salary range. An employee promoted out of this Unit shall be governed by the Article on Salary Rates and Step Advancements in the Memorandum of Understanding or other applicable document pertaining to the appropriate unit.

PROSPECTIVE LAWSUITS

The parties agree that prior to filing lawsuits, the parties shall formally meet to attempt resolution of the matter in question with the intent of reaching a mutually acceptable solution.

PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the Charter of the County of San Bernardino. If any part or provision of this 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 substantive 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 with the understanding that total compensation and benefits to employees under this Memorandum of Understanding shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Memorandum of Understanding.

REASSIGNMENTS

Section 1 – General

Reassignments from the Detention and Corrections Bureau to the Field (i.e., patrol), shall be based upon seniority.

Section 2 – Administration

(a) The criteria for seniority are length of service in rank and then continuous service with the County.

(b) In the case of unresolved ties in seniority, the department shall exercise its discretion.

(c) This section shall not apply where:

(1) A Deputy has been reassigned from the Field to the Detention and Corrections Bureau for any reason except those enumerated in subsections (2) and (3). Said deputies shall be ineligible for reassignment to the Field for eighteen (18) months from their date of return to the Detention and Corrections Bureau. The Sheriff maintains the discretion to transfer these Deputies before eighteen (18) months has elapsed.

(2) A Deputy has been reassigned to the Detention and Corrections Bureau for *Brady* concerns, unless and until the employee causes the District Attorney's Office to communicate to the Sheriff's Department that he/she can function effectively in a Field Assignment.

(3) A Deputy has been reassigned to the Detention and Corrections Bureau as a term of his/her Order of Discipline, Last Chance Agreement, or Settlement Agreement.

(4) A Deputy has not been issued an overall rating of "meets standards" or higher on his or her most recent work performance evaluation administered by the Detentions and Corrections Bureau.

(5) A Deputy is under investigation for misconduct at the time he or she is eligible to transfer from the Detentions and Corrections Bureau.

REEMPLOYMENT

An employee who has separated from County employment, and who is subsequently rehired in the same classification in a regular position within a one hundred eighty (180) calendar day period, shall receive restoration of salary step, annual/vacation leave accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Retirement Medical Trust Article) and the Retirement Plan contribution rate provided the employee complies with the County Retirement Board's procedure for redeposit of funds, subject to the approval and conditions of the appointing authority and the Administrative Office. The employee shall suffer loss of seniority and a new benefit date shall be established for purposes of seniority.

RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, each party shall serve upon the other during a thirty-one (31) day period commencing 180 days prior to the expiration of this Agreement, its written request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding. Upon receipt of such written proposals, an initial meeting of the parties shall be held no later than thirty (30) days after such receipt.

Nothing in this Article is intended to preclude either party from supplementing their proposals prior to the end of the fourth negotiation session.

RETIREMENT MEDICAL TRUST FUND

A Retirement Medical Trust Fund will be established for eligible employees of the Safety Unit. Eligible employees are those employees with ten (10) or more years of participation in the San Bernardino County Employees' Retirement Association (SBCERA); or those individuals who contributed to a public sector retirement system or systems over a ten (10) year period and did not withdraw their contributions from the retirement system(s); or those who receive a disability retirement. 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.

The Trust is administered by a Board of Trustees who manage the resources of the Trust Fund and determine appropriate investment options and 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 will establish individual accounts for each participant who will be credited with earnings/losses based upon 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 and other eligible 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 of the provisions of Section 501(c)(9) of the Internal Revenue Code.

At retirement, all eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, in accordance with the conditions described below:

Amount of Remaining Sick Leave Hours	Cash Formula Value
480 hours or less	30%
481 to 600 hours	35%
601 to 720 hours	40%
721 to 840 hours	45%
841 to 960 hours	50%
961 to 1,300 hours	60%

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

The County shall contribute to the Trust an amount equal to a percentage of the base biweekly salary of eligible employees as follows:

Years of Completed Regular County Service	Percentage
Less than one year	0%
One but less than ten years	1.0%
Ten but less than sixteen years	1.75%
Sixteen or more years	3%

Effective upon Board of Supervisors approval of this Agreement the County will suspend a portion of these required contributions in an amount equal to one percent (1%) of the base biweekly salary of eligible employees until September 16, 2016. Effective September 17, 2016, the County shall contribute to the Trust an amount equal to a percentage of the base biweekly salary of eligible employees as follows:

Years of Completed Regular County Service	Percentage
One year but less than ten years	.25%
Ten but less than sixteen years	1.00%
Sixteen or more years	2.25%

Contributions to the Trust shall not be considered earnable compensation.

RETIREMENT SYSTEM CONTRIBUTIONS

Section 1 – Employee Contributions

Any employee Retirement System contribution obligations shall be paid by the employee.

Employee Retirement System contributions shall be "picked up" for tax purposes only pursuant to this Section. The Auditor/Controller-Recorder has implemented the pickup of such Retirement System contributions under Internal Revenue Code Section 414(H)(2).

The County shall make member contributions under this Section on behalf of the employee which shall be in lieu of the employee's contributions, and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom the County picks up member contributions. These offsets are akin to a reduction in salary

and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the County under this Section shall be treated as compensation paid to County employees for all other purposes, including calculation of retirement benefits. County paid employer contributions to the County's Retirement System under this Section shall be paid from the same source of funds as used in paying the salaries of the affected employees. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

Upon retirement or separation, all contributions picked up under this Section will be considered for tax purposes as employer-paid contributions.

Section 2 – Special Provisions

Employees with at least 25 years of service as set forth in Government Code section 31625.3 as of the date of Board of Supervisors approval of this Agreement and who either have or thereafter attain thirty (30) years of service credit as set forth in Government Code section 31625.3 and no longer make retirement contributions under the provisions of the County Employees' Retirement Law of 1937 shall have one opportunity during the employee's employment to receive cash payments of three hundred six dollars ($306.00) per month for up to twenty-six (26) consecutive pay periods.

This Article shall only apply to employees who are members of the Retirement Association and are eligible for participation under the Benefit Plan Article. The provisions of this Article shall be applied each pay period.

Section 3 –Retirement Formula

The County agrees to adopt a resolution to make Section 31664.1 of the Government Code (3% at 50 Retirement Formula) applicable to eligible members of this Unit on October 1, 2003. The County also adopted a resolution pursuant to Section 31678.2 of the Government Code to make Section 31664.1 applicable to all prior safety retirement service credit for each eligible employee in this Unit.

Employees in this Unit shall be required to pay an additional 1.5% of compensation earnable, each pay period into the Retirement System, above and beyond the employee contribution rates established by the Board of Retirement on an annual basis until July 13, 2013 at which time the amount will be reduced to one-half of one percent (.5%). Effective July 12, 2014 employees shall not be required to make contributions above and beyond the employee contribution rates established by the Board of Retirement.

As soon as practicable, the County will implement a 2% @ 50 Retirement Formula for employees newly hired into the bargaining unit.

SAFETY EQUIPMENT

The County shall provide the following items of safety equipment upon request to each employee in a regular position required to have safety equipment: handgun, magazine pouch with two extra magazines, ASP and ASP holder, chemical agent and holder, uniform holster, uniform belt with keeper straps, handcuffs and handcuff case, ammunition, off-duty holster, helmet and face shield, protective vest, taser and holster and digital recorder and holder. The type and make of each item of equipment shall be designated by the County.

Such equipment shall remain the property of the County of San Bernardino and will be returned to the County upon the employee's termination. Employees shall be responsible for loss or damage to such equipment due to their negligence, excepting normal wear.

SALARY ADJUSTMENTS

Section 1

For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification as provided in Appendix B of this Agreement. Base salary rate shall mean the hourly rate of pay established pursuant to the step placement within the base salary range as provided in this Agreement as appropriate.

Section 2

The parties, having jointly reviewed and considered all available factors, including those referred to in Section 13.029(e) of the San Bernardino County Code, further agree that the recommended salary ranges set forth herein are consistent with the requirements of Section 13.029(e) of the San Bernardino County Code.

SALARY RATES AND STEP ADVANCEMENTS

Effective upon Board of Supervisors approval of this Agreement, the County will establish a new starting rate (i.e. sub-step) that is five-percent (5%) lower than the current Step 1 of the established salary schedule. Advancement in steps shall be in approximately two and one-half percent (2.5%) increments. Variable entrance steps may be established if justified by recruitment needs through step 5 with the approval of the appointing authority and through top step with the approval of the Director of Human Resources or designee.

Within the base salary range, all step advancements will be made at the beginning of the pay period in which the employee completes the required number of service hours. However, when an employee reaches the required number of service hours with eighty (80) hours of service in each pay period, the step advance will be made at the beginning of the next pay period. Approval for advancement shall be based upon completion of required service hours in the classification, satisfactory work performance and appointing authority recommendation. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Article, "Merit Advancements."

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

The Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity. The Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

SENIORITY WATCH PREFERENCE AND ROTATION

Section 1 – General

In those stations/divisions that currently have seniority scheduling in place, commanders shall permit employees to request watch rotation period based on seniority preference, subject to the requirements specified in Section 2 below, for up to fifty percent (50%) of the assigned positions, by shift, for a watch rotation period. In determining the frequency of rotation and watch assignments, commanders shall take into consideration workload demands and the needs of the station/division.

Section 2 – Administration

(a) The criteria for seniority, as it relates to watch preference, are length of service in rank and then continuous service with the County.

(b) Unresolved ties in seniority shall result in the employees rotating in the regular cycle or being assigned to a watch based on the needs of the station/division.

(c) When a Deputy attains twenty (20) years of uninterrupted service with the Sheriff's Department, he shall be given preference for days off and shift schedules, except for emergency work demands or employee performance concerns.

(d) Request for watch preference based on seniority shall be made at least one (1) watch rotation period in advance of the requested assignment. Requests for watch preference based on seniority shall not be considered after the schedule is posted and approved.

(e) Subject to the workload demands and the needs of the station/division, as determined by the commander, employees assigned to rotating watches six (6) pay periods in duration shall work each watch for at least one (1) rotation during an eighteen (18) month period. Employees assigned to rotating watches four (4) pay periods in duration, shall work each watch for at least one (1) rotation during a twelve (12) month period. Watch rotation periods shall not be more than six (6) pay periods in duration.

(f) Seniority preference for watch assignment is not a right and may be denied based on the needs of the Department, including, but not limited to:

(1) Workload demands

(2) Emergency circumstances

(3) Current employee performance concerns

(g) No more than fifty (50%) of schedule slots, with days off affixed, on each shift can be selected by deputies with seniority watch preference. Locations with lowered staffing levels may operate at a lowered percentage of deputies eligible for seniority preference.

(h) Deputies with seniority watch preference shall choose from a blank schedule template with days off affixed that identifies which positions are designated as seniority scheduling positions and those which are not. Scheduled days off are to be distributed evenly among seniority and non-seniority positions to the extent possible.

(i) An individual deputy may opt-out or decline to participate in the seniority watch preference scheduling process at the time of shift selection.

(j) Deputies not eligible for seniority watch preference will rotate shifts every schedule rotation period for their station/facility/division except that special circumstances such as educational, child care, or other situations may be accommodated by management with proper justification and/or documentation. Commanders shall have the authority to grant shift exchange requests between deputies provided the request is submitted in writing.

(k) Deputies will have no right to fill or bump to a schedule vacancy that occurs during the current schedule cycle. Schedule vacancies that occur during the current schedule cycle or after the schedule becomes final shall be filled by the station/division commander.

(l) Detentions and Corrections facility assignments such as classification, core rover, etc. shall be considered management designated positions.

(m) A shift is defined as a normal tour of duty period on the twenty-four hour clock (e.g. Day Shift, Swing Shift, Graveyard Shift, not days of the week).

(n) Female Deputies assigned to correctional facilities may have segregated schedule selection to allow for even distribution of female personnel to facilitate minimum staffing requirements.

(o) Seniority preference scheduling shall remain in effect, for the term of this agreement, at any station in which deputies have voted to implement seniority scheduling.

(p) Patrol deputies assigned to Field Training Officer duties shall be scheduled based on training requirement needs.

SHERIFF'S PROMOTIONAL EVALUATIONS

Candidates will receive a copy of their completed Promotional Evaluation from the Sheriff's Department as soon as all signatures have been obtained.

TERM

The term of this Memorandum of Understanding shall commence on September 22, 2012, and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) on September 17, 2016; provided, however, that between March 16, 2015 and September 16, 2015, SEBA may request to open the MOU.

TRANSFER

Where a vacant position exists in the Sheriff's Department for patrol and correctional Deputy Sheriff positions, seniority will be treated as a factor of consideration by the appointing authority, but not the sole, decisive influence.

At the discretion of the appointing authority, new employees who have prior law enforcement experience in other jurisdictions (i.e., lateral entry staff) may be placed in any assignment deemed appropriate by the appointing authority.

TUITION REIMBURSEMENT

During each calendar year of this Agreement, there shall be an annual tuition fund of forty thousand dollars ($40,000.00). The fund shall be used for purposes of reimbursing employees in this Unit for tuition and registration fees incurred in connection with job-related education or career development training, which shall include any courses that are either (a) job-related, (b) in the 100 series or above, or (c) necessary to satisfy a job-related or career development degree requirement. Prior to becoming eligible for reimbursement, the course must have been approved by the appointing authority or designee and the employee must have completed the course with a grade of "C" or better or "pass" when taken on a pass/fail basis. Such expenditures shall be authorized to employees in regular positions budgeted more than forty (40) hours per pay period. Specifically excluded from this provision are parking fees, book costs, travel and lodging charges.

Reimbursement will be calculated December 31 of each year of the agreement. Full reimbursement will be applied as long as the fund as described above, is not exceeded, provided that no employee shall be reimbursed more than two thousand dollars ($2,000.00) per year, unless otherwise specified in this article. If the fund is exceeded, reimbursement will be pro-rated. The fund will be administered for all employees in the Unit by the Sheriff's Department.

In the event that claims against the Safety Unit Tuition Fund exceed the annual allowance and the Safety Management and Supervisory Unit Tuition Fund for that calendar year is not exhausted, excess funds

from the Safety Management and Supervisory Unit Tuition Fund shall be made available to pay claims for Safety Unit members, provided that no employee shall be reimbursed more than a combined total of two thousand dollars ($2,000.00) per year from both Unit's funds.

In the event that claims against the Safety Unit Tuition Fund do not exceed the annual allowance and all claims have been satisfied for the Safety Management Unit employees as provided for in the Tuition Reimbursement article in the Safety Management and Supervisory Unit MOU, any remaining Safety Unit Tuition Fund money will be divided equally among those Safety Unit employees whose previously submitted claims which exceeded the cap of two thousand dollars ($2,000.00). Each Unit member will receive no more than five hundred dollars ($500.00) in addition to the two thousand dollar ($2,000.00) cap.

UNIFORM ALLOWANCE

The County agrees to provide an annual uniform and clothing allowance in the sum of six hundred seventy-five dollars ($675.00) to employees in this Unit in regular positions on payroll in a paid status as of pay period 24 to compensate for costs associated with uniform and clothing purchase, maintenance, cleaning and replacement.

Employees on a leave of absence without pay in pay period 24 shall receive the uniform allowance upon return to paid status. Any employee separating from County employment at the conclusion of a leave of absence shall not receive the uniform allowance.

SEBA will appoint two members to serve on the Department's Uniform committee. The Uniform committee will proceed with making a presentation to the Board of Chiefs and will provide feedback and the decision to the assigned members.

UPGRADINGS

An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules, such employee's step placement in the new salary range shall be governed by the Article on Promotions.

USE OF BULLETIN BOARDS

The County will furnish adequate bulletin board space where currently available. Only areas designated by the appointing authority may be used for posting of notices. Bulletin boards shall only be used for the following notices:

(a) Scheduled SEBA meetings, agendas, and minutes.

(b) Information on SEBA elections and the results.

(c) Information regarding SEBA social, recreational, and related news bulletins.

(d) Reports of official business of SEBA, including reports of committees or the Board of Directors.

Posted notices, notices sent through interoffice e-mail or placed in an employee's County mailbox shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not include the County or its relations with County employees. All notices to be posted must be dated and signed by an authorized representative of SEBA, and must have the prior written approval of the appointing authority or authorized representative. County equipment, materials, supplies, or interdepartmental mail systems shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by County employees during their regular work time. In cases where SEBA represents more than one (1)

authorized employee representation unit at a work location, the space described above will become the bulletin board space for all employees represented by SEBA at that work location.

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

(a) The maximum size of the poster will be 8-1/2" x 11".

(b) The content of the poster will only include the candidate's name, picture, the position being sought and information relating to the candidate's qualifications and position on salient issues.

(c) The poster must be approved by the SEBA Executive Committee and the Sheriff's Department before posting.

USE OF COUNTY RESOURCES

SEBA may be granted permission to use County facilities for the purpose of meeting with employees to conduct its internal affairs during non-work hours, provided space for such meetings can be made available without interfering with County needs. Permission to use County facilities must be obtained by SEBA from the appropriate appointing authority or designated representative. SEBA shall be held fully responsible for any damages to and the security of any County facilities that are used by SEBA.

No County vehicles may be used in connection with any activity of SEBA.

The printing of the consolidated Memorandum of Understanding shall be jointly paid for by the County and SEBA, using the County's Printing Services. The number of copies shall be jointly decided by the two parties.

VISION CARE INSURANCE

The County shall provide to all employees and eligible dependents the opportunity to participate in a Vision Care Insurance Plan maintained by the County.

WAGE DIFFERENTIALS

Section 1 – Special Circumstances Pay

Safety Unit employees in regular positions who are assigned to work and reside in the communities of Barton Flats, Baker, Parker Dam, Havasu Landing, and Trona shall receive a pay differential of one hundred forty-three dollars and seventy-five cents ($143.75) per pay period above the base rate of pay as provided in the Salary Adjustments Article of this Agreement. The Sheriff shall designate the geographic boundaries of these communities for the purpose of defining residence requirements for eligibility for Special Circumstances Pay.

Section 2 – Flight Pay

Safety Unit employees officially assigned to the Sheriff's Emergency Services Bureau/Aviation Division and who are assigned to act as pilots or observers shall receive a wage differential for flight pay. The wage differential for pilots shall be fifteen percent (15%) above the base rate of pay as provided in the Article on Salary Adjustments of this Agreement. The wage differential for observers shall be ten percent (10%) above the base rate of pay as provided in the Article on Salary Adjustments of this Agreement.

Section 3 – Bilingual Pay

(a) Employees who, with the approval of their appointing authority, are required to perform bilingual translation before an officially convened court, appeals board, commission, or hearing body, in addition to their regular duties, shall be entitled to a bilingual per diem differential. Such differential shall apply regardless of the total time required per day for such translation. Such differential shall be twelve dollars

($12.00) per day and shall only be paid upon certification by the employee's appointing authority or presiding official that such translation was performed.

(b) Employees who perform bilingual translation as 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 job-related translation skills by the Human Resources Department via examination to be eligible for such compensation. Compensation shall be fifty dollars ($50.00) per pay period.

The number of employees receiving bilingual compensation shall not exceed twenty percent (20%) of the Unit's total number of employees. The Human Resources Department and the appointing authority shall jointly make the sole determination of specific language competencies to be compensated under this Article. The Human Resources Department will have the sole authority to compose and administer the examination process and certify the employee's competency.

Section 4 – Peace Officer Standards and Training (POST) Pay

A Safety Unit employee in a regular position who complies with the procedure below shall receive as compensation above the base rate of pay additional compensation for a POST certificate, an Intermediate POST certificate or an Advanced POST certificate, as indicated below.

Classification	Basic POST	Intermediate POST	Advanced POST
Deputy Sheriff	$150.00/year (0.07/hour)	$1.13/hour	$2.18/hour
Sheriff's Detective/Corporal DA Investigator	$150.00/year (0.07/hour)	$1.23/hour	$2.38/hour
DA Senior Investigator	$150.00/year (0.07/hour)	$1.34/hour	$2.60/hour

POST pay shall be considered as part of the salary/wage range under the County Retirement System and as part of the regular rate of pay for purposes of computing overtime compensation and calculating sick leave and annual leave payoffs upon termination of employment pursuant to Sections 1(g) and 2(c)(3) of the Article on Leave Provisions.

The employee shall submit a written request for POST pay to the department with an attached copy of the appropriate POST certificate. POST pay shall start the first pay period following receipt by the County of a valid POST certificate. The County shall submit to POST, in an expeditious manner, applications by affected employees for the certificates described above.

Section 5 – Arson/Bomb Hazard Pay

Safety Unit employees who are assigned to the Arson/Bomb Unit shall receive a pay differential of three dollars ($3.00) per hour per pay period above the base rate of pay as provided in the Salary Adjustments Article of this Agreement. Employees not assigned to the Arson/Bomb Unit, but who are trained in and required to perform arson/bomb duties, shall receive $3.00 per hour for any hours spent directly performing arson/bomb duties.

Section 6 – Coroner Duties Pay

Safety Unit employees in regular positions who have successfully completed the coroner operations training program and are assigned to perform coroner duties shall receive a pay differential of one dollar and fifty cents ($1.50) per hour above the employee's base rate of pay for every hour of coroner duties actually performed by that employee. The Sheriff shall determine what Safety Unit employees shall perform coroner duties.

Section 7 – Motorcycle Officer Hazard Pay

Safety Unit employees who are assigned in the normal course of duty to perform as a full-time Motorcycle Traffic Officer shall receive a pay differential of one dollar and seventy-five cents ($1.75) per actual hour worked per pay period above the base rate of pay as provided in the Salary Adjustments Article of this Agreement. Leave types (e.g. sick leave, annual leave, etc.), with the exception of Labor Code 4850 leave, shall not be considered hours worked for the purpose of this section.

Section 8 – Field Training Officer

Effective July 8, 2006, employees who are assigned to perform the full duties of a Field Training Officer (FTO) shall receive a pay differential of two and one-half percent (2.5%) above the employee's base rate of pay per pay period as provided in the Salary Adjustments Article of this Agreement. This differential shall only be paid while the employee is serving as an FTO. Leave types (e.g., sick leave, annual leave, etc.), with the exception of Labor Code 4850 leave for the period the employee would have been assigned to perform Field Training Officer duties, shall not be considered hours worked for the purpose of this section.

Section 9 – Canine Officer Pay

Employees assigned by the Appointing Authority to care for a Department Canine will be compensated eight (8) hours of pay each pay period at the employee's base rate of pay in order to provide care, feeding and maintenance to the Canine for the Department. Such time will be considered hours worked for the purposes of calculating overtime. This compensation shall not be paid during any period of extended leave, e.g., more than 80 consecutive hours, during which the employee is no longer responsible for caring for the Canine.

WORK DISRUPTION

During the term of this agreement, SEBA will not cause or permit its members to take part in any concerted work action for the purpose of changing wages, hours and other terms and conditions of employment provided that by executing this agreement neither SEBA nor any of its members waive their rights, if any, under Section 6300 et seq. of the California Labor Code. The participation of any employee in any such concerted work action against the County shall be grounds for disciplinary action, including termination.

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: September 25, 2012

COUNTY OF SAN BERNARDINO

BOB WINDLE
Assistant Director of Human Resources

SAFETY EMPLOYEES BENEFIT ASSOCIATION

LAREN LEICHLITER
President

RECOMMENDED FOR BOARD OF SUPERVISORS APPROVAL:

ANDREW LAMBERTO
Director of Human Resources

GREGORY C. DEVEREAUX
Chief Executive Officer

BOARD OF SUPERVISORS

JOSIE GONZALES, Chair

SEP 25 2012
Date

APPENDIX B - SALARY SCHEDULE
Effective 09/22/12

	Deputy Sheriff			Sheriff Detective/Corporal DA Investigator		DA Senior Investigator	
	16			19		20	
Base Step	**Hourly**	**Annual**	**Base Step**	**Hourly**	**Annual**	**Hourly**	**Annual**
Substep 1	26.52	55,156.50					
Substep 2	27.18	56,535.41					
3	27.86	57,948.80	**1**	33.65	69,992.00	37.27	77,521.60
4	28.43	59,134.40	**2**	34.55	71,864.00	38.15	79,352.00
5	29.14	60,611.20	**3**	35.37	73,569.60	39.09	81,307.20
6	29.89	62,171.20	**4**	36.25	75,400.00	40.06	83,324.80
7	30.66	63,772.80	**5**	37.12	77,209.60	41.07	85,425.60
8	31.31	65,124.80	**6**	38.06	79,164.80	42.04	87,443.20
9	32.06	66,684.80	**7**	38.99	81,099.20	43.10	89,648.00
10	32.85	68,328.00	**8**	40.00	83,200.00	44.14	91,811.20
11	33.65	69,992.00	**9**	40.96	85,196.80	45.26	94,140.80
12	34.54	71,843.20	**10**	43.04	89,523.20	47.51	98,820.80
13	35.38	73,590.40					
14	36.25	75,400.00					
15	37.12	77,209.60					
16	38.06	79,164.80					
17	38.98	81,078.40					
Basic POST	**$0.07/Hour**		**Basic POST**	**$0.07/Hour**		**$0.07/Hour**	
Substep 18	26.59	55,302.10					
Substep 19	27.25	56,681.01					
20	27.93	58,094.40	**11**	33.72	70,137.60	37.34	77,667.20
21	28.50	59,280.00	**12**	34.62	72,009.60	38.22	79,497.60
22	29.21	60,756.80	**13**	35.44	73,715.20	39.16	81,452.80
23	29.96	62,316.80	**14**	36.32	75,545.60	40.13	83,470.40
24	30.73	63,918.40	**15**	37.19	77,355.20	41.14	85,571.20
25	31.38	65,270.40	**16**	38.13	79,310.40	42.11	87,588.80
26	32.13	66,830.40	**17**	39.06	81,244.80	43.17	89,793.60
27	32.92	68,473.60	**18**	40.07	83,345.60	44.21	91,956.80
28	33.72	70,137.60	**19**	41.03	85,342.40	45.33	94,286.40
29	34.61	71,988.80	**20**	43.11	89,668.80	47.58	98,966.40
30	35.45	73,736.00					
31	36.32	75,545.60					
32	37.19	77,355.20					
33	38.13	79,310.40					
34	39.05	81,224.00					
Int POST	**$1.13/Hour**		**Int POST**	**$1.23/Hour**		**$1.34/Hour**	
Substep 35	27.65	57,506.90					
Substep 36	28.31	58,885.81					
37	28.99	60,299.20	**21**	34.88	72,550.40	38.61	80,308.80
38	29.56	61,484.80	**22**	35.78	74,422.40	39.49	82,139.20
39	30.27	62,961.60	**23**	36.60	76,128.00	40.43	84,094.40
40	31.02	64,521.60	**24**	37.48	77,958.40	41.40	86,112.00
41	31.79	66,123.20	**25**	38.35	79,768.00	42.41	88,212.80
42	32.44	67,475.20	**26**	39.29	81,723.20	43.38	90,230.40
43	33.19	69,035.20	**27**	40.22	83,657.60	44.44	92,435.20
44	33.98	70,678.40	**28**	41.23	85,758.40	45.48	94,598.40
45	34.78	72,342.40	**29**	42.19	87,755.20	46.60	96,928.00
46	35.67	74,193.60	**30**	44.27	92,081.60	48.85	101,608.00
47	36.51	75,940.80					
48	37.38	77,750.40					
49	38.25	79,560.00					
50	39.19	81,515.20					
51	40.11	83,428.80					
Adv POST	**$2.18/Hour**		**Adv POST**	**$2.38/Hour**		**$2.60/Hour**	
Substep 52	28.70	59,690.90					
Substep 53	29.36	61,069.81					
54	30.04	62,483.20	**31**	36.03	74,942.40	39.87	82,929.60
55	30.61	63,668.80	**32**	36.93	76,814.40	40.75	84,760.00
56	31.32	65,145.60	**33**	37.75	78,520.00	41.69	86,715.20
57	32.07	66,705.60	**34**	38.63	80,350.40	42.66	88,732.80
58	32.84	68,307.20	**35**	39.50	82,160.00	43.67	90,833.60
59	33.49	69,659.20	**36**	40.44	84,115.20	44.64	92,851.20
60	34.24	71,219.20	**37**	41.37	86,049.60	45.70	95,056.00
61	35.03	72,862.40	**38**	42.38	88,150.40	46.74	97,219.20
62	35.83	74,526.40	**39**	43.34	90,147.20	47.86	99,548.80
63	36.72	76,377.60	**40**	45.42	94,473.60	50.11	104,228.80
64	37.56	78,124.80					
65	38.43	79,934.40					
66	39.30	81,744.00					
67	40.24	83,699.20					
68	41.16	85,612.80					

AK

APPENDIX – C

Authorized Employee Representative Leave Bank

The County will provide a leave bank to enable SEBA Executive Officers, SEBA Board of Directors or their alternates (if the Director is unavailable) to attend the annual SEBA conference. The leave bank will also be made available for up to thirty (30) Safety Unit employees who may use up to sixteen (16) hours on days the employee is otherwise scheduled to work, with prior approval from the appointing authority, for a maximum of 480 hours of County paid release time per calendar year to attend the SEBA annual conference. It is expressly understood that the County shall not be obligated or responsible for any of the expenses or costs of member attendance at such conferences. The release time for leave taken under this section shall not be counted as hours worked for purposes of calculating overtime.

Members who wish to utilize association leave shall notify their immediate supervisor as far in advance as possible prior to the date they wish to use such leave. The work schedules of members who use association leave shall not be adjusted to provide paid release time that would otherwise be off duty time. The use of association leave shall not unduly interfere with operations of County departments nor shall the County unreasonably deny any request for use of association leave. SEBA shall maintain records of the amount of association leave used by its members. These amounts shall be kept current by SEBA and shall be provided to the County upon request.

APPENDIX - D
REGARDING

4/10 Schedules

Safety Unit and Safety Management and Supervisory Unit

The Sheriff's Department will, or recently has, implemented 4/10 schedules for some stations/divisions. The Sheriff or designee has the sole authority to determine for which stations/divisions the 4/10 schedule will be implemented. The Sheriff's Department is committed to making the 4/10-shift schedule work. Because of its unknown impact upon overtime costs, scheduling and other operational and morale issues, it is necessary to designate procedures and conditions for the continuation of the 4/10-shift schedule. These procedures apply on a station-by-station basis.

For the first six months of implementation of a 4/10-shift schedule at a station, the impact of the 4/10-shift schedule will be evaluated monthly by the involved commanders and deputy chiefs. This evaluation may include, but not be limited to, the impact on employee morale and satisfaction with the program, overtime costs, leave usage, impact on operations and minimum staffing requirements, and administrative costs. Nothing in this agreement precludes the partial utilization of the 4/10-shift schedule when it is not feasible to offer it to all employees of the same class at a particular station or division.

The Sheriff has the authority to retain the 4/10-shift schedule or return to the 8-hour schedule in place prior to this agreement.

During the first six months of this implementation of a 4/10-shift schedule at a station, the following procedures will be in place for discontinuing the 4/10 shift schedule:

> If practical, the Sheriff will give employees one (1) pay period notice prior to returning to the 8 hour schedule. The Sheriff may return to the former schedule with less than one (1) pay period notice if circumstances dictate (i.e. inability to meet critical staffing levels, increases in costs). There will be no meet and confer obligation with SBCSEA.

After the first six months of the implementation of a 4/10 shift schedule at a station, the following procedures will be in effect for discontinuing the 4/10-shift:

> The Sheriff will provide as much notice to employees as practical but no less than two (2) pay periods. SBCSEA representatives will have the ability to meet and discuss with the Sheriff or designee the impact of returning to the former 8-hour shift schedule. Such discussions will be reasonable in order to resolve the relevant issues related to the impact of the change. The discussions will not extend over a long period of time to the point that they will impede timely implementation of the 8-hour shift schedule, and changes are not subject to mediation or arbitration procedures.

APPENDIX - E
REGARDING
12-HOUR SHIFTS IN CORRECTIONS
OUTLYING STATIONS

PURPOSE

The purpose of this agreement is to describe the conditions of the 12-hours shift schedule in Corrections for correctional facilities in outlying stations, including Barstow, Big Bear, Colorado River, Morongo Basin and Victor Valley. The 12-hour shift will apply to positions designated by the Sheriff or designee. The Sheriff or designee has the final and binding authority to designate affected positions, and to assign employees to such positions.

PAY PERIOD/SCHEDULING

Employees assigned to the 12-hour shift schedule in correctional facilities for outlying stations will be regularly scheduled to work 80 hours in a pay period, comprised of six 12-hour shifts and one 8-hour shift during the pay period. Scheduling will be accomplished in accordance with current provisions in the Safety MOU, Safety Management MOU, Sheriff's Department Manual, and the San Bernardino County Personnel Rules. The Sheriff's Department reserves the right to schedule and assign staff as necessary to meet the needs of the department.

Due to small number of employees assigned to staff each of these jail facilities, it is necessary to retain maximum flexibility for scheduling. Due to staffing shortages, employees may be assigned 8-hour shifts instead of 12-hour shifts with 48 hours notice. Such assignments will be temporary, and the employee will be scheduled back on 12-hour shifts as soon as feasible.

EVALUATION OF THE 12-HOUR SHIFT SCHEDULE

The Sheriff's Department is committed to making the 12-hour shift schedule work. Because of its unknown impact upon overtime costs, scheduling and other operational and morale issues, it is necessary to designate procedures and conditions for the continuation of the 12-hour shift schedule.

For the first year of operation, the impact of the 12-hour shift schedule will be evaluated monthly by the involved commanders and deputy chiefs. This evaluation may include, but is not limited to, the impact of employee morale and satisfaction with the program, overtime costs, leave usage, impact on operations and minimum staffing standards, and administrative costs.

The Sheriff has the authority to retain the 12-hour shift schedule as described in this agreement, or return to the 8-hour schedule in place prior to this agreement.

During the first year of the agreement, the following procedures will be in place for discontinuing the 12-hour shift schedule:

If practical, the Sheriff will give employees and SBSCEA 2 months notice prior to returning to the 8-hour schedule. The Sheriff may return to the former schedule with less than 2 months notice if circumstances dictate (e.g. inability to meet critical staffing levels, increases in cost). There will be no meet and confer obligation.

After the first year of the agreement, the following procedures will be in effect for discontinuing the schedule:

The Sheriff will provide as much notice to employees as practical, but no less than 2 months. SBSCEA representatives will have the ability to meet and discuss with the Sheriff or designee the impact of returning to the former 8-hour schedule. Such discussions will be reasonable in order to resolve relevant issues related to the impact of the change. They will not extend over a long period of time to the point that they impede timely implementation of the 8-hour schedule and the change is not subject to mediation or arbitration procedures.

APPENDIX - F

Office of the District Attorney 9/80 Schedule
Safety Unit and Safety Management Unit

The District Attorney's Office will be implementing a 9/80 work schedule for the Bureau of Investigation. The District Attorney or his designee has the sole authority to determine which units/offices will receive the 9/80 work schedule. Because of its unknown impact upon overtime costs, scheduling and other operational and morale issues, it is necessary to designate procedures and conditions for the continuation of the 9/80 work schedule. These procedures may apply on an office-by-office or a unit-by-unit basis.

During the first six months of implementation of the 9/80 work schedule within the Bureau of Investigation, the impact of the 9/80 work schedule will be evaluated monthly by the involved Supervising Investigators and Assistant Chiefs. This evaluation may include, but not be limited to, the impact on employee morale, satisfaction with the program, overtime costs, leave usage, impact on operations, minimum staffing requirements and administrative costs. Nothing in this agreement precludes the partial utilization of the 9/80 work schedule when it is not feasible to offer it to all employees of the same class at a particular office or within a particular unit.

The District Attorney or his designee has the authority to retain the 9/80 work schedule or return to the eight hour work schedule that was in place prior to this agreement.

During the first six months of the implementation of the 9/80 work schedule at an office or within a unit, the following procedures will be in place for discontinuing the 9/80 work schedule:

> If practical, the District Attorney or his designee will give employees one (1) pay period notice prior to returning to the eight-hour work schedule. The District Attorney or his designee may return to the former schedule with less than one (1) pay period notice if circumstances dictate. These circumstances may include the inability to meet critical staffing levels or increases in operational or administrative costs. There will be no meet and confer obligation with SEBA.

After the first six months of the implementation of a 9/80 work schedule at an office or within a unit, the following procedures will be in effect for discontinuing the 9/80 work schedule:

> The District Attorney or his designee will provide as much notice to employees as practical, but no less than two (2) pay periods prior to returning to the eight-hour work schedule. SEBA representatives will have the ability to meet and discuss with the District Attorney or his designee the impact of returning to the former eight-hour work schedule. Such discussions will be reasonable in order to resolve the relevant issues related to the impact of the change in schedules. The discussions will not extend over a long period of time or to the point that they will impede timely implementation of the former eight-hour work schedule. These changes are not subject to mediation or arbitration procedures.

All employees requesting to work the 9/80 schedule will be required to complete and sign a 9/80 work schedule request form. This form allows an employee to request a schedule preference within the parameters of the 9/80 work schedule. The employees will also be asked to complete and sign the 9/80 work schedule agreement form which lists conditions related to the 9/80 work schedule. Lastly, the employee will receive a form in response to their request to work the 9/80 work schedule. This form will either approve or deny their request. Samples of these forms are attached to this side letter agreement and incorporated by reference. Copies of these forms will be provided to the employee and placed in each employee's personnel file after the employee has signed and completed them.

APPENDIX – G

Office of the District Attorney 4/10 Schedule
Safety Unit and Safety Management Unit

The District Attorney's Office will be implementing a 4/10 work schedule for the Bureau of Investigation. The District Attorney or his designee has the sole authority to determine which units/offices will receive the 4/10 work schedule. Because of its unknown impact upon overtime costs, scheduling and other operational and morale issues, it is necessary to designate procedures and conditions for the continuation of the 4/10 work schedule. These procedures may apply on an office-by-office or a unit-by-unit basis.

During the first six months of implementation of the 4/10 work schedule within the Bureau of Investigation, the impact of the 4/10 work schedule will be evaluated monthly by the involved Supervising Investigators and Assistant Chiefs. This evaluation may include, but not be limited to, the impact on employee morale, satisfaction with the program, overtime costs, leave usage, impact on operations, minimum staffing requirements and administrative costs. Nothing in this agreement precludes the partial utilization of the 4/10 work schedule when it is not feasible to offer it to all employees of the same class at a particular office or within a particular unit.

The District Attorney or his designee has the authority to retain the 4/10 work schedule or return to the 9/80 or eight-hour work schedules that were in place prior to this agreement.

During the first six months of the implementation of the 4/10 work schedule at an office or within a unit, the following procedures will be in place for discontinuing the 4/10 work schedule:

> If practical, the District Attorney or his designee will give employees one (1) pay period notice prior to returning to the 9/80 or eight-hour work schedule. The District Attorney or his designee may return to the former schedule with less than one (1) pay period notice if circumstances dictate. These circumstances may include the inability to meet critical staffing levels or increases in operational or administrative costs. There will be no meet and confer obligation with SEBA.

After the first six months of the implementation of a 4/10 work schedule at an office or within a unit, the following procedures will be in effect for discontinuing the 4/10 work schedule:

> The District Attorney or his designee will provide as much notice to employees as practical, but no less than two (2) pay periods prior to returning to the 9/80 or eight-hour work schedule. SEBA representatives will have the ability to meet and discuss with the District Attorney or his designee the impact of returning to the former 9/80 or eight-hour work schedule. Such discussions will be reasonable in order to resolve the relevant issues related to the impact of the change in schedules. The discussions will not extend over a long period of time or to the point that they will impede timely implementation of the former 9/80 or eight-hour work schedule. These changes are not subject to mediation or arbitration procedures.

All employees requesting to work the 4/10 schedule will be required to complete and sign a 4/10 work schedule request form. This form allows an employee to request a schedule preference within the parameters of the 4/10 work schedule. The employees will also be asked to complete and sign the 4/10 work schedule agreement form which lists conditions related to the 4/10 work schedule. Lastly, the employee will receive a form in response to their request to work the 4/10 work schedule. This form will either approve or deny their request. Samples of these forms are attached to this side letter agreement and incorporated by reference. Copies of these forms will be provided to the employee and placed in each employee's personnel file after the employee has signed and completed them.