

AMENDMENT TO CONTRACT

The County and SBPEA agree that this Amendment modifying the implementation dates, percentage increase amounts, and other articles stated below, supersedes and replaces all corresponding provisions of the Memorandum of Understanding, including all sections of the Salary Adjustments article, pertaining to salary increases for all bargaining unit employees. As such, no employees in any bargaining unit shall be entitled to any additional salary increase other than as described in this Amendment, pursuant to the terms of the Salary Adjustments Article, during the term of the extended Memorandum of Understanding. It is expressly understood that all employees in bargaining units represented by SBPEA shall receive the same percentage salary increase.

EXTRA-HELP EMPLOYMENT

ALL UNITS

The County will review its utilization of Extra Help employees to determine whether Extra Help employees are appropriately utilized or have exceeded the hours requirement specified in the Extra Help Employment Article of the MOU. After completing such review, the County will take appropriate measures to become compliant with the terms of the MOU by, among other things, eliminating Extra Help positions.

An extra-help appointment shall mean an appointment which is intended to be on less than a year-round basis, including, but not limited to the following: to cover seasonal peak workloads; emergency extra workloads of limited duration; necessary vacation, holiday or sick leave relief; temporary extra help to cover workloads pending establishment and/or hiring into vacant positions; and other situations involving a fluctuating staff. At the end of 2,080 service hours the appointment shall be terminated unless the appointing authority receives approval from the Director of Human Resources or designee to continue the appointment.

Extra-help employees shall be compensated on an hourly basis only for hours actually worked unless otherwise provided for in this Agreement or required by law. Extra-help employees shall be eligible for step advancement based upon completed service hours and satisfactory service in accordance with the Article "Salary Rates and Step Advancements."

Under unusual circumstances and with the approval of the appropriate appointing authority(ies) 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.

Extra-help employees shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Said employees shall contribute 5% of the employee's biweekly gross earnings, and the County shall contribute 2.5% of employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from employee's earnings. Maximum total contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by the Human Resources

Division Chief, Employee Benefits & Services. This paragraph shall not apply to any employee who is otherwise covered by the County Retirement System.

The County shall provide the Association, upon its request, a report each quarter of the department, employee name and total hours worked during the year of employees working in an extra-help capacity in SBPEA-represented classifications.

RETIREMENT MEDICAL TRUST FUND

ALL UNITS

A Retirement Medical Trust Fund has been or will be established the first full pay period following Board of Supervisors approval for eligible employees.

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

Employees retiring from the County with a disability retirement are not eligible to contribute the cash value of their unused sick leave balances to the Trust. These employees will be compensated for their unused sick leave in accordance with the Leave Provisions Article, Section 1(i), Sick Leave Cash-out.

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.

ALL UNITS

Section 1 – Sick Leave Conversion

- a) Eligible employees are those employees with ten (10) or more years of participation in the San Bernardino County Employees' Retirement Association (SBCERA). Participation in other public sector retirement system(s) may also be counted towards the ten (10) year requirement provided that the employee is also a participant in SBCERA. Employees who wish to receive credit for participation in other public retirement systems must provide the Plan Administrator written evidence of participation and that contributions made to the system(s) have not been withdrawn.

All eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, upon separation from employment with the County for reasons, other than death or disability retirement, in accordance with the conditions described below.

MANAGEMENT UNIT

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

ALL UNITS, EXCEPT MANAGEMENT

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

ALL UNITS

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

ALL UNITS

Section 2 – County Contributions

Effective the beginning of FY 2012/2013, which is on or about July 14, 2012, the County will contribute, on behalf of employees with more than ten (10) years of continuous County service in a regular position, an amount equal to one percent (1.0%) of such employees' base biweekly salary to the Trust. Employees who have completed more than fifteen (15) years of continuous County service in a regular position shall have an amount equal to one and one-quarter percent (1.25%) of their base biweekly salary contributed to the Trust by the County. Employees who have completed more than twenty (20) years of continuous County service in a regular position shall have an amount equal to one and one-half percent (1.5%) of their base biweekly salary contributed to the Trust by the County. Contributions to the Trust shall not be considered earnable compensation.

ALL UNITS

Section 3 – Trust Participant

Upon the death of an eligible individual who was previously employed in covered units and separated from County service and became a participant of the Trust, the surviving spouse, if any, shall become his/her beneficiary who shall be entitled to the rights and benefits under the plan for the spouse and any dependent(s) of the participant. In the event there is no spouse, or upon the death of the surviving spouse, the beneficiary shall be the participant's remaining dependent(s), if any. If there is no surviving spouse or dependents of the participant, the amounts

on deposit in the participant's account shall become the property of the Trust, which shall be used for purposes of the plan, including administrative expenses or funding of additional plan benefits, if any.

SALARY ADJUSTMENTS

ALL UNITS

Section 1

Effective at the beginning of the first full pay period of Fiscal Year 2011/2012, which is on or about July 2, 2011, three percent (3.0%) increase shall be applied. As a result of this increase, the base salary ranges and rates shall be applicable on the dates indicated for all classifications in these Units. (See Appendix B for individual classification listing.)

Salary adjustments for FY 2012/13 and FY 2013/14, if any, shall be determined by the Triggers Article.

Section 2

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

Section 3

The parties, having jointly reviewed and considered all available factors, including those referred to in Section 13.019(f) of the San Bernardino County Code, further agree that the recommended salary ranges set forth herein are consistent with the requirements of Sections 13.019(f) and 13.0210(f) of the San Bernardino County Code.

Section 4

Positions in the class of Public Service Employee (PSE) are assigned to entry level duties in a variety of fields and occupations. Positions may only be allocated as Extra Help or Recurrent and, as such, are in the unclassified service. For layoff purposes, Public Service Employee (PSE) positions are deemed to be the same classification as those positions performing substantially the same duties.

A Public Service Employee (PSE) range is established with a starting step at the State minimum wage per hour and steps progressing at \$0.25 per hour up to a maximum of \$15.25 per hour. Increases to salary ranges for these Units do not apply to Public Service Employees unless specified in this Section.

Public Service Employees may be hired at any step within the pay range as determined by the appointing authority commensurate with their education and/or training and duties to be performed. Notwithstanding any other provision in this Agreement, step advances are at the

discretion of the appointing authority after completion of not less than 1,040 hours worked for each step.

SUPERVISORY NURSES UNIT ONLY

Section 5

The County agrees to maintain the current salary range spread between Supervisory Nurses Unit employees and the Nurses Unit employees they supervise to avoid compaction.

SALARY RATES AND STEP ADVANCEMENTS

ALL UNITS – EXCEPT SUPERVISORY NURSES

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

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

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to eighty (80) hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step advancements.

- a) Step Advancements – Except during FY 2010/11 and FY 2011/12 as provided in b) below, employees Hired Into a Regular Bargaining Unit Position Prior to July 15, 2008: Step advancements within a base salary range shall be based upon two (2) step increments or approximately five percent (5%). The employee shall be eligible for the first step advancement after completion of 1,040 service hours and subsequent step advancements after completion of 2,080 service hours.

EXAMPLE:

Hire Step	1	4
After 1040 hours*	3	6
After additional 2080 hours*	5	8
After additional 2080 hours*	7	10
After additional 2080 hours*	9	11
After additional 2080 hours*	11	n/a

*Assumes satisfactory work performance and appointing authority recommendation.

- b) Step Advancements - Employees Hired Into a Regular Bargaining Unit Position On or After July 15, 2008 and ALL employees receiving step advancements during FY 2010/11 thru FY 2011/12: Step advancements within a base salary range shall be based upon one (1) step increment, approximately two and one-half percent (2.5%). The employee shall be eligible

for the first step advancement after completion of 1,040 service hours and subsequent step advancements after completion of 2,080 service hours.

EXAMPLE:

	Step	Range
Hire Step	1	R30
After 1040 hours*	2	
After additional 2080 hours*	3	
Promotion to higher classification** (approx. 5% or step 1 of new range which ever is greater)	3	R32
After 1040 hours*	4	
After additional 2080 hours*	5	

*Assumes satisfactory work performance and appointing authority recommendation.

**Pursuant to Promotions Article

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.

SUPERVISORY NURSES

(1) Advancement for Step 1-11

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

Within the base salary range, all step advancements will be made at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval for advancement shall be based upon completion of required service hours in the classification, satisfactory work performance (i.e., a “meets standards: Work Performance Evaluation). 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, disability payments, Medical Emergency Leave, 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 service hours and subsequent step advancements after completion of 2,080 service hours.

EXAMPLE:

STEP ADVANCEMENT	Step
Hire step	1
After 1,040 hours*	2
After additional 2,080 hours*	3
After additional 2,080 hours*	4
After additional 2,080 hours*	5
After additional 2,080 hours*	6
After additional 2,080 hours*	7
After additional 2,080 hours*	8
After additional 2,080 hours*	9
After additional 2,080 hours*	10
After additional 2,080 hours*	11

*Assumes satisfactory work performance and appointing authority recommendation.

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.

(2) Longevity Pay

1. Supervisory nurses shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed service as a supervisory nurse with the County and/or as a registered nurse with the County, provided the supervisory nurse receives an overall rating of “meets standards” at his/her next annual WPE or the next WPE for which a step increase would be due (not when he/she completes the years of service). Longevity pay shall be excluded when determining the appropriate rate of pay for a promotion or demotion.

TOTAL COMPLETED SERVICE	
20,800 (10 years)	2.0%
31,200 (15 years)	An additional 2.0% for a total of 4%
41,600 (20 years)	An additional 2.0% for a total of 6.0%
52,000 (25 years)	An additional 2.0% for a total of 8.0%

2. Effective the beginning of the first pay period following June 12, 2007, employees in the Supervisory Nurses unit with more than ten (10) years of completed service as a supervisory nurse with the County and/or as a registered nurse with the County who have received a “meets standards” Work Performance Evaluation (WPE) within 2,080 service hours of completing such years of service, shall receive longevity pay

equivalent to the total years of service with the county as a supervisory nurse and/or registered nurse with the County.

EXAMPLE 1 – A supervisory nurse who completes two (2) year of service with the County as a supervisory nurse and has completed eight (8) years of service as a nurse with the County, will be eligible for an additional 2.0% above the base rate of pay at the nurse’s next scheduled annual WPE or next WPE for which a step increase would be due, provided the nurse has received an overall “meets standards” WPE.

EXAMPLE 2 – A supervisory nurse with 9 years and 7 months of completed service as a supervisory nurse promotes to another supervisory nurse classification. The supervisory nurse will be eligible for the 10 year longevity pay after completion of an additional 5 months of service and at the next WPE for which a step increase would be due, provided the nurse has received an overall “meets standards” WPE.

EXAMPLE 3 – A supervisory nurse who is already receiving 2.0% longevity pay for 10 years of completed service promotes to another supervisory nurse classification. The supervisory nurse will continue to be eligible for the 10 year longevity pay above his/her new base rate of pay.

A Sheriff’s Supv RN I – Range 67

At Step 11 – \$ 41.80 plus 10-yr 2.0% (\$42.64)

Promotes to Sheriff’s Supv RN II – Range 71

Promotion Step 9 \$43.94 plus 10-yr 2.0% (\$44.82)

1,040 service hours Step 10 \$45.05 plus 10-yr 2.0% (\$45.95)

EXAMPLE 4 – A nurse who has completed thirteen (13) years of service as a nurse with the County and four (4) years of service with the County as supervisory nurse will be eligible for the 4.0% longevity pay for fifteen (15) years of service.

(3) For purposes of longevity pay only, a year of completed County service is defined as 2,080 service hours as a supervisory nurse and/or registered nurse with the County.

The following applies to all of the classes with extended ranges listed below:

PROFESSIONAL UNIT

(a) The following special provisions apply to Clinical Therapists:

1. Extended salary range XE shall be established for the classification of Clinical Therapist, Prelicensed and shall consist of ten (10) successive levels comprised of 20 steps.

Employees possessing a Master’s Degree or Ph.D. in marriage, family, and child counseling prior to qualifying for a license through the State of California, shall be placed on range XE, steps 2 through 12. Employees holding a Master’s Degree or Ph.D. in social work, prior to qualifying for a license through the State of California, shall be placed on range XE, steps 4 through 14. Employees holding a Ph.D. in

psychology prior to qualifying for a license from the State of California shall be placed on range XE, steps 10 through 20.

Clinical Therapists, Prelicensed must have valid waivers from the California Board of Behavioral Sciences Examiners (MSW and MFCC) and will be terminated if proof of licensure is not presented within two (2) pay periods after expiration of such waiver. Promotion to the appropriate pay level and step of the Clinical Therapist I class will occur at the beginning of the next pay period following submission of proof of licensure.

2. Extended salary range XG shall be established for the classification of Clinical Therapist I and shall consist of 18 steps.

Employees who are Licensed Marriage, Family and Child Counselors shall be placed on range XG steps 2 through 12. Employees who are Licensed Clinical Social Workers shall be placed on range XG, steps 2 through 12. Employees who are Licensed Psychologists shall be placed on range XG, steps 8 through 18.

3. Extended salary range XI shall be established for the classification of Clinical Therapist II and shall consist of 18 steps.

Employees who are Licensed Marriage, Family and Child Counselors shall be placed on range XI, steps 2 through 12. Employees who are Licensed Clinical Social Workers shall be placed on range XI, steps 2 through 12. Employees who are Licensed Psychologists shall be placed on range XI, steps 8 through 18.

- (b) The following special provisions apply to Psychiatrists:

Extended salary range XM shall be established for the classification of Psychiatrist and shall consist of 13 steps. An employee in this class shall be placed at XM, steps 1 through 11, but if the Psychiatrist is also certified as a Diplomat by the American Board of Psychiatry and Neurology, the pay rate shall be XM, steps 3 through 13.

- (c) The following provisions apply to the Pediatric Rehabilitation Therapist series:

1. Extended salary range XH shall be established for the class of Pediatric Rehabilitation Therapist I and shall consist of 19 steps.
2. Extended salary range XJ shall be established for the class of Pediatric Rehabilitation Therapist II and shall consist of 19 steps.
3. Extended salary range XK shall be established for the class of Pediatric Rehabilitation Therapist III and shall consist of 19 steps.
4. Extended salary range XD shall be established for the class of Pre-Registered Pediatric Rehabilitation Therapist and shall consist of 19 steps.

New employees may be hired at any step within the range as indicated above, dependent upon an evaluation of the labor market for this occupation. Merit advancements of approximately 5% (approximately 2 ½% for those employees hired after the date of the

Board of Supervisors approval) will occur on the same schedule set forth in the Agreement Article “Salary Rates and Step Advancements” to a maximum of five (5) merit advancements within a classification (a maximum of ten [10] merit advancements within a classification for employees hired after the date of the Board of Supervisors approval) not to exceed the final step of the range.

SUPERVISORY UNIT

- a) The following special provisions apply to the Supervising Pediatric Rehabilitation Therapist:

Extended salary range XL shall be established for the class of Supervising Pediatric Rehabilitation Therapist and shall consist of 19 steps.

New employees may be hired up to the final step dependent upon an evaluation of the labor market for this occupation. Merit advancements of approximately 5% (approximately 2 ½% for those employees hired after the date of the Board of Supervisors approval) will occur on the same schedule set forth in the Agreement Article “Salary Rates and Step Advancements” to a maximum of six (6) merit advancements within a classification (a maximum of twelve [12] merit advancements within a classification for employees hired after the date of the Board of Supervisors approval), not to exceed the final step of the range.

- b) The following special provisions apply to the Telephone Service Supervisor:

Extended salary range XF shall be established for the class of Telephone Service Supervisor and shall consist of 17 steps.

New employees may be hired up to the final step in the extended range dependent upon an evaluation of the labor market for this occupation. Merit advancements of approximately 5% (approximately 2 ½% for those employees hired after the date of the Board of Supervisors approval) will occur on the same schedule set forth in the Agreement Article “Salary Rates and Step Advancements” to a maximum of five (5) merit advancements within a classification, (a maximum of 10 [ten] merit advancements within a classification for employees hired after the date of the Board of Supervisors approval) not to exceed the final step of the initial line placement.

TECHNICAL AND INSPECTION UNIT

- a) The following special provisions apply to the Occupational Therapy Assistant and the Physical Therapy Assistant:

Extended salary range XB shall be established for the classes of Occupational Therapy Assistant and Physical Therapy Assistant and shall consist of 19 steps.

New employees may be hired on any step in the range dependent upon an evaluation of the labor market for this occupation. Merit advancements of approximately 5% (approximately 2 ½% for those employees hired after the date of the Board of Supervisors approval) will occur on the same schedule set forth in

the Agreement Article "Salary Rates and Step Advancements" to a maximum of five (5) merit advancements within a classification, (a maximum of 10 [ten] merit advancements within a classification for employees hired after the date of the Board of Supervisors approval) not to exceed the final step of the range.

- b) The following special provisions apply to the Telephone Service Specialist series:
- 1) Extended salary range XA shall be established for the class of Telephone Service Specialist Trainee and shall consist of 17 steps.
 - 2) Extended salary range XC shall be established for the class of Telephone Service Specialist and shall consist of 18 steps.

New employees may be hired on any step in the range dependent upon an evaluation of the labor market for this occupation. Merit advancements of approximately 5% (approximately 2 ½% for those employees hired after the date of the Board of Supervisors approval) will occur on the same schedule set forth in the Agreement Article "Salary Rates and Step Advancements" to a maximum of five (5) merit advancements within a classification, (a maximum of 10 [ten] merit advancements within a classification for employees hired after the date of the Board of Supervisors approval) not to exceed final step of the range.

SALARY SAVINGS PLAN CONTRIBUTIONS

ALL UNITS

Effective the beginning of FY 2012/2013, which is on or about July 14, 2012, employees who have completed one (1) year of continuous service in a regular position shall be eligible for the benefits of this article. The biweekly contribution of employees who contributes to the County's Section 457(b) Salary Savings Plan will be matched by a County contribution on the basis of one-half times (1/2 x) the employee's contribution up to one-half percent (1/2%) the employee's biweekly base salary. For example, an employee who contributes \$10.00 per pay period shall receive a County contribution of \$5.00 per pay period, provided that \$5.00 does not exceed one-half percent (1/2%) of the employee's biweekly base salary. County contributions to the Plan shall not be considered earnable compensation.

STANDARD TOUR OF DUTY

ALL UNITS

The County recognizes that employees value their currently assigned work schedules and that the employees have made other agreements included in this contract based on the County's representation that they will not change work schedules without a legitimate business need. During the term of this contract, the County will not impose bargaining unit-wide, classification-wide, or department-wide work schedule changes without a legitimate business reason. However, nothing herein shall be construed to limit the right of the County to make schedule changes on a case-by-case basis in accordance with the Standard Tour of Duty article or the County Management Rights article of the MOU. In such instances where it is necessary to make schedule changes, the County will comply with the requirements of the MOU.

The standard tour of duty represents the time that an employee is regularly scheduled to work. The employee shall be present at the assigned work location and ready to begin work at the start of the standard tour of duty. For payroll purposes, a regularly scheduled tour of duty, which commences before midnight and ends the following day shall be reported as time worked for the day in which the tour of duty began. The appointing authority shall establish the actual number of hours, which comprises the standard tour of duty for each position. The appointing authority may modify or change the number of hours in a standard day, tour of duty or shift for each position to meet the needs of the service. When appointing authorities find it necessary to make such modifications or changes, they shall notify the affected employee(s) in writing indicating the proposed change prior to its implementation advising them to contact SBPEA or the appointing authority if they have any questions. Any such modifications or changes may not be implemented until the affected employee has received a minimum notice of fourteen (14) calendar days, unless the employee(s) specifically consents to a lesser time period, or in the event of an emergency. If the change affects a significant number of employees, SBPEA shall be notified. When a change would affect a significant number of employees and SBPEA requests to meet and confer regarding the impact of the change on employees, the first step, within ten (10) calendar days of the notification of change, shall be to meet to discuss the impact of schedule changes on employees. The phrase "significant number" shall mean: (a) a majority of the employees in this Unit; (b) a majority of the employees within a department, division, or work unit; or (c) all of the employees within a specific classification in this Unit.

If the parties are unable to reach agreement on the impact of the schedule change, either party may request the assistance of a mediator. The parties shall make every effort to complete the mediation process within thirty (30) calendar days from the date the mediator was requested.

TERM

ALL UNITS

The term of this Agreement shall commence upon approval by the Board of Supervisors, and this Agreement shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of June 28, 2014. If a successor Agreement has not been reached by 12:00 a.m. (midnight) of June 28, 2014, the terms and conditions of this Agreement shall be extended one (1) year or until a successor Agreement is adopted, whichever occurs sooner.

TIME BANK

ALL UNITS

Effective pay period 14, 2011, beginning July 2, 2011, employees will defer 1.5 hours of compensation each pay period for 26 pay periods. The deferral of the 1.5 hours shall have no impact on calculations of earnable compensation for any purpose. The deferral of the 1.5 hours shall have no impact on leave accruals or any other benefits. Employees shall be kept whole in every way other than the reduction in earnings in the amount of 1.5 hours of compensation. The deferred compensation shall be accrued into a separate bank of hours that are to be used in the same manner as vacation leave, and shall be used prior to discretionary leave (e.g. vacation and holiday leave). All hours must be used prior to the expiration of this contract. These accrued hours are not subject to leave cash out provisions. The County shall have the right to schedule the use of any remaining Time Bank hours not taken prior to July 1, 2013.

TRIGGERS

ALL UNITS

The following items shall be included and calculated as described below:

- A. From the Comprehensive Audited Financial Report (CAFR), "Statement of Revenues, Expenditures, and Changes in Fund Balances," for "Governmental Funds," in the section of "Revenues," and the column of "General Fund," the line item "Taxes,"
- B. minus the amount of "Homeowners Exemptions" as reported by the Auditor/Controller
- C. plus Public Safety Tax (Prop 172 Revenue) as reported by the State Controller's Office

For example, on page 47 of the 2007/08 CAFR, the amount of item A. above is \$634,591 (in thousands) and on page 45 of the 2008/09 CAFR the amount of item A. above is \$621,850 (in thousands).

If the calculation of the items for FY 2011/12 exceeds the calculation of the items for FY 2007/08, the following salary adjustments shall be effective at the beginning of Pay Period 1, 2013:

Increase more than \$33.3 million	1.0% total increase
Increase more than \$42.0 million	2.0% total increase
Increase more than \$56.0 million	3.0% total increase
Increase more than \$70.0 million	4.0% total increase

If the calculation of the items for FY 2012/13 exceeds the calculation of the items for FY 2007/08, the following salary adjustments shall be effective at the beginning of Pay Period 1, 2014:

Increase more than \$33.3 million	1.0% total increase
Increase more than \$42.0 million	2.0% total increase
Increase more than \$56.0 million	3.0% total increase
Increase more than \$70.0 million	4.0% total increase

TUITION REIMBURSEMENT AND MEMBERSHIP DUES

ALL UNITS

All provisions of this Article are suspended and no benefits will be paid under the TUITION REIMBURSEMENT AND MEMBERSHIP DUES Article during FY 2010/11 beginning July 3, 2010 through FY 2011/12 ending July 13, 2012.

ALL UNITS

Section 1 – Preamble

In conjunction with SBPEA, the County has established for each representation Unit a tuition reimbursement and membership dues procedure to encourage all employees to pursue educational opportunities and involvement in organizations to enhance their contribution as County employees and assist in their career development. Both parties recognize the importance of continued quality improvement and strongly encourage the utilization of opportunities assisted

by this Article. Tuition funding and reimbursement programs shall be administered by the Performance, Education and Resource Center (PERC). Beginning with fiscal year 1996-97, and each fiscal year thereafter, the Human Resources Department shall receive from such funding administration costs not to exceed the salary-only portion of a Secretary I, step 11.

Section 2 – Administrative Services Unit

The County agrees to establish an individual departmental fund in the amount of four hundred dollars (\$400.00) each fiscal year for each employee in a regular position budgeted more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s); provided such expenditure enhances furtherance of County or continuing education goals.

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

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

Section 3 – Clerical Unit

The County will establish a career development, training, and education fund of one hundred and seventy-five thousand dollars (\$175,000) for each fiscal year for use by employees in a regular position in the Clerical Unit with at least twelve (12) months of County service. Half of the funds are available for use the first half of the fiscal year, and half are available the second half of the fiscal year. This fund will be administered by the Performance, Education and Resources Center (PERC) and available for use on a first-come, first-served basis for 100% reimbursement of tuition and community college registration fees for career development courses or to reimburse membership dues in professional organizations; provided such expenditure enhances furtherance of County or continuing education goals and is previously approved by PERC.

Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of “C” or better or “pass” when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course. Beginning in fiscal year 2005/2006, and each fiscal year thereafter, each employee shall be limited to one thousand six hundred and fifty dollars (\$1,650.00) per fiscal year.

Section 4 – Craft, Labor & Trades Unit

The County will establish a career development, training, and education fund of nine thousand dollars (\$9,000.00) each fiscal year for use by employees in a regular position in the Craft, Labor & Trades Unit with at least six (6) months of County service.

This fund will be administered by PERC and available for use on a first-come, first-served basis for 100% reimbursement of tuition for trade schools and community college registration fees for career development courses or to reimburse membership dues in professional organizations; provided such expenditure enhances furtherance of County or continuing education goals and is previously approved by PERC. Each employee shall be limited to four hundred dollars (\$400.00) per year.

Eligible employees currently enrolled in classes may apply for reimbursement within ninety (90) calendar days of the effective date of this Agreement. Courses completed before the effective date of this Agreement will not be eligible for reimbursement.

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

Section 5 – Management Unit

The County agrees to establish an individual departmental fund in the amount of five hundred dollars (\$500.00) each fiscal year for each employee in a regular position budgeted more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for job-related education or career development or for the payment of membership dues in professional organization(s); providing such expenditure enhances furtherance of County or continuing education goals. Approved memberships may be paid for directly by the County at the employee’s request or the employee may be reimbursed.

Requests for such reimbursement must be approved in advance by the appointing authority and Human Resources and shall not be paid in increments less than ten dollars (\$10.00) per fiscal year.

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

Section 6 – Professional Unit

The County agrees to establish an individual departmental fund in the amount of four hundred dollars (\$400.00) each fiscal year, for each employee in a regular position budgeted more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for job-related education or career development, for Continuing Education Units (CEU) and/or training in

alternate mediums (such as on-line or CD-ROM) to maintain professional licensure, certification and/or registration that is a condition of employment, or to reimburse membership dues in professional organization(s); provided such expenditure enhances furtherance of County or continuing education goals.

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

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

Training activities performed in alternate mediums will take place off County time.

Section 7 – Supervisory Unit

The County agrees to establish a Countywide fund in the amount of sixty thousand dollars (\$60,000.00) each fiscal year for purposes of reimbursing Supervisory Unit employees for tuition costs of job-related education or career development training, and/or for reimbursement of membership dues in professional organizations. Such expenditures shall be authorized to Supervisory Unit employees in regular positions budgeted more than forty (40) hours per pay period, on a first-come, first-served basis until the fund is depleted, provided: such expenditure enhances furtherance of County or continuing education goals, is approved in advance by the appointing authority and PERC and does not exceed a maximum of six hundred dollars (\$600.00) per employee.

Reimbursement requests shall not be paid in increments less than ten dollars (\$10.00) per fiscal year. Employee initiated education or career development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours.

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

Section 8 – Supervisory Nurses Unit

Registered nurses assigned to the hospital, mental or correctional institutions or those providing public health services shall be entitled to an individual, departmental fund in the amount of seven hundred dollars (\$700.00) per fiscal year for each employee in a regular position budgeted more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for completing Continuing Education Units or for completion of college coursework leading towards

a Bachelor's or Master's degree in Nursing or Public Health. Effective fiscal year 2002/2003, and each fiscal year thereafter, any unused tuition funds may be carried over one (1) fiscal year. The maximum total amount available for one (1) fiscal year, including carried over funds, shall not exceed a total of fourteen hundred dollars (\$1,400.00). Such reimbursement shall not be in addition to the maximum reimbursement available to other Unit employees and shall not be applicable to membership dues. Requests for such reimbursement must be approved in advance by the appointing authority.

Continuing Education Unit tuition reimbursement shall be utilized for Registered Nurse license renewal requirements, and/or job-related education, provided such CEU education enhances County and/or personal continuing educational goals. Continuing Education Unit tuition costs will be reimbursed only if: (a) the CEU course is approved by the California Board of Registered Nursing (BRN); and (b) the department has made prior approval of this course. Continuing Education Unit tuition reimbursement shall not exceed twenty dollars (\$20.00) per contact hour unless the appointing authority has approved reimbursement which exceeds twenty dollars (\$20.00) per contact hour.

Reimbursement requests shall not be paid in increments less than ten dollars (\$10.00) per fiscal year. Employee initiated education or career development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours.

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

Section 9 – Technical and Inspection Unit

The County will establish a career development, training, and education fund of forty thousand dollars (\$40,000.00) each fiscal year for use by employees in a regular position in the Technical and Inspection Unit. This fund will be administered by PERC and available for use on a first-come, first-served basis for 100% reimbursement of tuition and community college registration fees for career development courses or to reimburse membership dues in professional organizations; provided such expenditure enhances furtherance of County or continuing education goals and is previously approved by PERC and not to exceed a maximum of six hundred dollars (\$600.00) per employee.

In addition, employees in regular positions budgeted more than forty (40) hours per pay period who are licensed vocational nurses or psychiatric technicians shall be entitled to departmental reimbursement for costs of tuition and required books for completion of Continuing Education Units to a maximum of two hundred dollars (\$200.00) per fiscal year.

If, during the term of this Agreement, employees in the classification of Surgical Technician are required to be certified by the County, the parties will meet and confer concerning tuition reimbursement.

In addition the County will establish a fiscal year fund of five thousand dollars (\$5,000.00) for the exclusive use by licensed vocational nurses pursuing attainment of registered nurse certification for the time frame covered by this Agreement. Eligibility is restricted to those in regular positions as licensed vocational nurses. The fund will be administered by the Arrowhead Regional Medical Center and available for use on a first-come, first-served basis for 100% reimbursement of tuition and community college registration fees and books for courses applicable to attainment of a registered nurse certification and previously approved by the appointing authority.

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

Section 10

Any unused career development, training and education funds administered by PERC (e.g., Clerical Unit, Technical and Inspection Unit, etc.) shall be retained by PERC, for use at its discretion, to develop, implement and/or administer additional training programs and activities.