

MEMORANDUM OF UNDERSTANDING

PROBATION UNIT

2012 – 2014



County of San Bernardino

and

San Bernardino County Probation Officers Association

MEMORANDUM OF UNDERSTANDING
PROBATION UNIT
2012-2014

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**2012-2014
MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN BERNARDINO AND
THE SAN BERNARDINO COUNTY PROBATION OFFICERS ASSOCIATION
CONCERNING THE EMPLOYEES IN THE
PROBATION UNIT**

PREAMBLE

This Memorandum of Understanding by and between all members of the Probation Unit contains the complete results of negotiations concerning wages, hours and other terms and conditions of employment for employees in the 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 Probation Unit including authorized representatives of the County, and the San Bernardino County Probation Officers Association (hereinafter referred to as SBCPOA) hereby agree as follows.

RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of San Bernardino and applicable State law, the San Bernardino County Probation Officers Association (SBCPOA) as of September 13, 2007, is the exclusive recognized employee organization for County employees in the Probation Unit.

The County hereby recognizes SBCPOA as the exclusive recognized employee organization for the employees in the employee classifications comprising said Unit as listed in Appendix B - Salary Ranges hereof, as well as employees in such classes as may be added to this Unit hereafter by the County.

ACCESS TO WORK LOCATIONS

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

Therefore, non-employee representatives of SBCPOA will be granted access to work locations during regular working hours to investigate and process grievances or appeals, or examine working conditions. Non-employee representatives of SBCPOA shall be granted access, with reasonable advance notice to the appointing authority or designated management representative, prior to entering a work location and following applicable security protocol. 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. If access is denied or terminated, the appointing authority or designated management representative shall establish a mutually agreeable time and location for access to the employee. The appointing authority shall not unreasonably withhold timely access to work locations.

Non-employee representatives of SBCPOA granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance, appeal or visit.

The appointing authority or designated management representative may mutually establish with the non-employee representatives of SBCPOA 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 non-employee representatives of SBCPOA'S access right to work locations.

ACCIDENTAL DEATH AND DISMEMBERMENT

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

EMPLOYEE COVERAGE	DEPENDENT COVERAGE	
	SPOUSE ONLY	EACH CHILD
\$ 10,000	\$ 5,000	\$3,125
\$ 25,000	\$ 12,500	\$6,250
\$ 50,000	\$ 25,000	\$12,000
\$100,000	\$ 50,000	\$25,000
\$150,000	\$ 75,000	\$25,000
\$200,000	\$100,000	\$25,000
\$250,000	\$125,000	\$25,000

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

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

AGENCY SHOP

All current employees who are in a job classification within the Probation Unit shall, within the first pay period following approval of this article by the Board of Supervisors, become a member of the San Bernardino County Probation Officers Association (SBCPOA) or pay to SBCPOA a service fee which shall only include chargeable expenses that are germane to the collective bargaining activity, provided, however, that the Unit member may authorize payroll deduction for such a fee. Employees who are hired after this Agreement is approved by the Board of Supervisors, 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 SBCPOA or pay to SBCPOA a service fee which shall only include chargeable expenses that are germane to the collective bargaining activity; provided, however, that the Unit member may authorize payroll deduction for such fee. SBCPOA shall provide the County a description of the service fee and how it was calculated prior to the implementation of such fee.

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

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

No Unit member shall be required to join SBCPOA or to make an agency fee payment if the Unit member is an actual, verified member of a bona fide religion, body, or sect which has historically held conscientious

objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such Unit member has verified the specific circumstances. Such employee must, instead arrange with SBCPOA 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: United Way; American Cancer Society; American Heart Association; or County Combined Giving Campaign. SBCPOA shall be responsible for determinations under this paragraph. Proof of payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.

SBCPOA 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.

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

SBCPOA 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 SBCPOA 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). SBCPOA 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.

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

- (a) SBCPOA 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, SBCPOA shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the County or its officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of SBCPOA shall not diminish SBCPOA's defense and/or indemnification obligations under this Agreement.
- (b) The County, immediately upon receipt of notice of such claim, proceeding or legal action shall inform SBCPOA of such action, provide SBCPOA with all information, documents, and assistance necessary for SBCPOA defense or settlement of such action and fully cooperate with SBCPOA in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by SBCPOA.

AUTHORIZED EMPLOYEE REPRESENTATIVES

Section 1 – Authorized Employee Representatives

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

- (a) SBCPOA may designate at least one (1) authorized employee representative in each major geographic location for which the Probation Department maintains a work force. SBCPOA shall be entitled to one

- (1) alternate for each authorized employee representative; provided, that the alternate shall be located at the same major geographic location as their appropriate representative.
- (b) SBCPOA will designate only employees who have obtained regular status.
- (c) SBCPOA shall file with the affected Department Head, Department Human Resources Officer, and the Employee Relations Division Chief, a written list of all employees designated as authorized employee representatives and alternates, such list to be kept current by SBCPOA by filing a notification of change of authorized employee representatives.
- (d) Time spent during regularly scheduled work hours by an authorized employee representative or alternate in representing an employee shall only be compensated by the County at such representative's or alternate's base rate of pay.
- (e) Time off with pay shall not be authorized for the purpose of conducting general SBCPOA business, except as specifically provided in the following Section (f).
- (f) The County will provide a leave bank to enable SBCPOA Executive Officers, SBCPOA Board of Directors or their alternates (if the Director is unavailable) to attend conferences. The leave bank will also be made available for all the above mentioned SBCPOA officials as well as members of the SBCPOA negotiation team to attend related conferences, seminars and training for a total maximum of 192 hours, per calendar year on County time with prior approval from the appointing authority. 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 training or conferences. The release time for leave taken under this section shall not be counted as hours worked for purposes of calculating overtime.

Employees in these Units who are elected to serve on the SBCPOA Board of Directors or their alternates (if the director is unavailable) will be permitted to attend SBCPOA monthly Board meetings on County time; provided, however, that no such employee shall be released for more than two (2) hours per meeting, plus reasonable travel time between the assigned work location and the meeting location (no more than two additional hours). It is recognized that occasionally the SBCPOA President may call a special (unscheduled) Board meeting. Up to two (2) hours release time, plus reasonable commute time from the assigned work location to the meeting location, shall be provided for Board members to attend three (3) such special meetings per calendar year.

Additional time or meetings may be granted at the discretion of the Appointing Authority.

Monthly, SBCPOA shall notify the County of the Board members who attend the previous Board meeting(s).

- (g) County telephones may not be used in implementing the provisions of this Article if such use would unduly interfere with the efficiency, safety, or security of County operations. Authorized employee representatives shall be permitted incidental use of County equipment for SBCPOA representation purposes, pursuant to County Policy.

Section 2 – Handling of Grievances and Disciplinary Proceedings

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

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

supervisor will establish an alternate time convenient to the County and employees when the authorized employee representative or alternate and affected employee can reasonably expect to be released from their work assignment.

Employees must use the authorized SBCPOA representative(s) or SBCPOA Field Representative 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 discipline proceeding, such employee shall not be compensated by the County. Additionally, any authorized employee representative shall not be compensated for attendance at any grievance or disciplinary proceeding at which a SBCPOA Field Representative is in attendance and/or representing the employee.

BENEFIT PLAN

Section 1 – Medical Subsidies

- (a) Employees shall receive a Medical Premium Subsidy (MPS) only. The County has established a Medical Premium Subsidy (MPS) in an amount that would offset a portion of the cost of health plan premiums charged to eligible employees. The MPS shall be applied to health insurance premiums only and shall not be applicable to dental plan premiums. The MPS amount payable to each eligible employee shall be based upon the lowest cost HMO plan (currently Blue Shield Signature HMO or a plan equivalent to Blue Shield Signature HMO) for the number of persons the employee enrolls in the County-sponsored health plan (i.e., “employee only”; “employee + 1”; “employee + 2”). The applicable MPS amount shall be paid directly to the provider of the County-sponsored health plan in which the eligible employee has enrolled. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees’ Retirement Association. In no event shall the MPS exceed 100% of the premium cost.

The County has established a MPS in the following amounts:

	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$80.88	\$161.75
Employee + 1	\$172.83	\$345.66
Employee + 2	\$236.85	\$473.70

- (b) Eligibility: Employees in a regular position scheduled for a minimum of forty (40) hours per pay period are eligible to receive the benefits of this Section in the amounts described in (a) above. Employees must be paid for at least one-half plus one hour of their scheduled hours in order to receive the benefits of this Section. For instance, an employee scheduled to work eighty (80) hours per pay period must be paid at least forty-one (41) hours to be eligible for the benefits of this Section.
- (c) Eligibility While on Leave: Employees who are on approved medical leaves of absence pursuant to applicable law and whose paid hours in a pay period are less than the required number of hours designated in (b) above will continue to receive the benefits of this Section in accordance with applicable law. If an employee is no longer eligible for health and dental plan coverage, the employee will have the option of enrolling in COBRA continuation coverage.

An employee who does not otherwise meet the requirements for FMLA and/or CFRA (e.g., an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the benefits of this sub-section, shall not be eligible for continuation of the benefits of this section in the subsequent year. For example, an employee who is off work continuously for two years and received the benefits of this section as provided by law, shall not be eligible for the continuation of the benefits of this section in the next rolling year.

Employees who are on an approved Workers' Compensation claim shall receive the Medical Premium Subsidy for up to twenty (20) pay periods while off work due to that work injury as long as the employee pays his/her portion of the premiums on time. The twenty (20) pay periods of Medical Premium Subsidy shall run concurrent with any additional approved Workers' Compensation claims that occur during the initial claim. For example, if the employee is receiving the MPS for twenty (20) pay periods for an injury and after ten (10) pay periods another Workers' Compensation claim is approved and the employee receives the MPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim. However, after the 6th pay period off work, the employee is no longer eligible for health and dental plan coverage. The employee will have the option of enrolling in COBRA continuation coverage.

Employees who are integrating paid leave time with Short-Term Disability (STD) insurance provided by the County shall receive the benefits of this Section under the following circumstances: upon election of full integration of disability payments and paid leave time, employees who are paid less than one-half plus one of their scheduled hours but have available leave balances of one-half plus one of their scheduled hours or more shall receive the benefits of this Article.

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. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.
- (b) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.
- (c) To be eligible for this benefit, an employee must be in a regular position and be regularly scheduled to work at least forty (40) hours in a pay period or be on an approved leave pursuant to applicable law.
- (d) Election of pre-tax salary reductions and after-tax payroll deductions shall be made within the specified 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 payroll 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.

Section 3 – Health and Dental Plan Coverage

- (a) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a health and dental plan offered by the County. Employees who fail to elect health plan coverage will be automatically enrolled in the health and dental plan with the lowest biweekly 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 scheduled for a minimum of forty (40) hours and have received pay for at least one half plus one hour of scheduled hours or be on approved leave pursuant to applicable law.
- (c) Enrollment elections must remain in effect for the remainder of the Plan year unless change is 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 timeframe in accordance with the Benefit Plan Documents and/or applicable IRS regulations of obtaining dependant status, such as birth, adoption, marriage, or registration of domestic partnership.
- (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 such as in the case of divorce, as specified by the Benefit Plan Documents.
- (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 enrolled dependents.
- (h) Employees eligible for health plan coverage who are also enrolled in 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).
 - (1) Unit employees scheduled 61 to 80 hours per pay period who prior to fiscal year 2005 (June 25, 2005) elected and continue to opt-out shall receive eighty-five dollars (\$85.00) per pay period; employees scheduled for 40 to 60 hours who opt-out shall receive forty-two dollars and fifty cents (\$42.50) per pay period.
 - (2) New "opt-outs" (i.e., newly hired or current employees who opted out effective beginning with the fiscal year in 2005 (June 25, 2005) and any time thereafter) scheduled for 61 to 80 hours per pay period will receive twenty-five dollars (\$25.00) per pay period; new opt-outs scheduled for 40 to 60 hours shall receive twelve dollars and fifty cents (\$12.50) per pay period.
 - (3) Employees who "waive" coverage to a spouse working for the County and who are scheduled for 61 to 80 hours per pay period will receive one hundred and twenty-five dollars (\$125.00) per pay period; those scheduled for 40 to 60 hours shall receive sixty-two dollars and fifty cents (\$62.50) per pay period.
 - (i) To receive the Benefit Plan amounts the employee must be paid for a minimum of one-half plus one of their scheduled hours. For instance, an employee scheduled to work eighty (80) hours must be paid for a minimum of forty-one (41) hours.
- (i) Employees eligible for dental plan coverage who are also enrolled in a comparable group dental plan sponsored by another employer may elect to discontinue enrollment in their 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 who opt-out or waive and voluntarily or involuntarily lose their other group health plan coverage must enroll in a County-sponsored health plan within sixty (60) calendar days of a qualifying change in status event. 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.
 - (2) 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.

- (k) 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 sixty (60) calendar days of the employee's, domestic partner's or the spouse's eligibility for County health and dental insurance. During the Plan year, an employee is responsible for notifying the County within sixty (60) days of ineligibility for the waiver, such as 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's or domestic partner's County plan coverage will require the employee to immediately enroll in the County's health and dental plans.
- (l) 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.

BILINGUAL COMPENSATION

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.

Employees in positions designated by the appointing authority which require employees as a condition of employment to perform bilingual translation involving the use of English and a second language as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. The Human Resources Department and the appointing authority shall jointly make the sole determination of specific language competencies to be compensated under this Article. Employees in such positions must be certified as competent in translation skills by Human Resources to be eligible for compensation. There are three (3) levels of competency certification solely determined and administered by Human Resources. Level 1 – verbal skill level: use of English and a second language in verbal contexts which may require interpretation of simple document in the second language; Level 2 – written skill level: reading, writing and speaking English and a second language; and Level 3 – technical skill level: reading, writing and speaking English and a second language using medical or legal terminology. Compensation per pay period shall be as follows: verbal skill level at forty dollars (\$40.00) per pay period, written skill level at forty-five dollars (\$45.00) per pay period, and technical skill level at fifty dollars (\$50.00) per pay period.

CLASSIFICATION

Classification review is a management tool to ensure the accurate reflection of tasks and duties involved in each County position for the purpose of recruitment, compensation, and organizational structuring. The County shall notify SBCPOA in writing of all classification and salary changes to classifications allocated to this Unit within two (2) working days after such changes have been approved by the Board of Supervisors. Whenever positions are subject to any change as a result of a classification review, such change will be determined by the County, and are subject to appeal. New and revised classification specifications shall be furnished to SBCPOA in a timely manner.

COUNTY IDENTIFICATION CARDS

The County will provide identification cards to all employees in regular positions. Such cards will include the employee's name, employee number, department, and may list other information as deemed necessary. Employees shall carry such cards at all times while engaged in County business and in connection with such business shall produce cards for inspection to any County official. Employees shall surrender such cards upon termination from County employment.

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

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

The County's failure to exercise any right reserved to it or the exercise of any such right, in a particular manner, shall not be considered a waiver of the County's ability to exercise such rights or preclude the County from exercising the same in some other manner. It is understood that the County will not be arbitrary and capricious in the exercise of its rights.

DEFINITIONS

Listed below are definitions of terms commonly used in this Memorandum of Understanding.

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, of the same year.

Continuous Service – Refers to the period of service from an employee’s current beginning hire date in a regular position with no separation from County employment.

County Service – Refers to an employee’s current beginning (hire) date of continuous service in a regular position with the County.

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

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.

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

Service Hours – Refers to paid hours from an employee’s most recent date of hire in a regular position and during an employee’s regular tour of duty, up to eighty (80) hours per pay period. Time without pay, 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.

A promoted employee who returns to his/her 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.

A probationary employee who voluntarily demotes to a different classification from which the employee was promoted shall be retained at the same salary rate, provided that the salary rate does not exceed the top step of the lower classification. If the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary range of the lower classification.

An employee with regular status who voluntarily demotes to a lower classification shall be retained at the same salary rate, provided that the salary rate does not exceed the top step of the lower classification. If the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary range of the lower classification.

An employee who demotes to a trainee classification for which the journey level position is higher than the classification he/she demoted from, shall retain the same salary rate. Such an employee will be placed on the “X” step if necessary, and the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the “X” step.

An employee whose position is downgraded as a result of a classification study, may be placed on the “X” step in accordance with the provisions of the Article on “Downgrading” with the approval of the appointing authority and the Director of Human Resources.

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.

If the employee held prior regular status in the demoted to classification, the employee shall resume said status. If the employee did not have prior regular status in the classification, the employee shall be required to serve a probationary period, unless waived by the Director of Human Resources.

DEPENDENT CARE ASSISTANCE PLAN

The purpose of this Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay for certain dependent care expenses with salary reduction from compensation contributed to the Plan, on a pre-tax basis, in accordance with Sections 125 and 129 of the Internal Revenue Code of 1986(IRC) and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

DCAP will be administered by the County's Human Resources Employee Benefits and Services Division consistent with said Sections.

- (a) To be eligible for this benefit, an employee must be in a regular position and be scheduled for a minimum of forty (40) hours per pay period and be paid for a minimum of one half plus one of the scheduled hours, or be on an approved leave designated as Family Medical Leave Act or be on an approved Military Leave.
- (b) Enrollment in the Plan is limited to the annual open enrollment period or within sixty (60) calendar days of becoming eligible due to a qualifying change in status event. Failure to submit participation agreement within the time frame shall result in an election to not participate in the Plan.
- (c) Enrollment is required every Plan year.
- (d) An employee must elect to contribute to DCAP through salary reduction on forms approved by the Human Resources Employee Benefits and Services Division. An employee election to participate shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year "Change in Status" events include: marriage, divorce, birth, adoption, death, over age dependent, the employee's or employee's spouse's reduction in work hours, loss of spouse's employment, significant increase or decrease in the cost of child care, and spouse's or dependent's enrollment in a similar plan. The employee must submit a request for a change due to a mid-year Change in Status event within sixty (60) days of the qualifying event. The Human Resources Benefits Chief, or his/her designee, will authorize changes as long as the change is made on account of or consistent with an employee's Change in Status event.
- (e) Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of a Plan Year must be forfeited.

DIFFERENTIALS

Shift Differentials

- (a) Purpose – It is the purpose of this provision to compensate employees, who are required to actually work evening or night shift tours of duty, over and above the established base rates of pay.

- (b) Eligible Personnel – Employees assigned to a continuous or regularly recurring evening or night shift tour of duty shall be eligible for shift differential compensation. Further, employees who provide relief work for other employees assigned to continuous or regularly recurring evening or night shift tours of duty may receive shift differential compensation with prior approval of the appointing authority.
- (c) Special Provisions
- (1) Shift differential compensation shall not be included in the base rate of pay when computing overtime, or call-back pay. Such differential will be included in computing overtime for employees who are not exempt under the Fair Labor Standards Act. Employees who are assigned to a continuous evening or night shift tour of duty shall receive such differential in addition to base pay when computing paid leave compensation.
 - (2) Overtime worked is in addition to a scheduled tour of duty and is compensated separately in accordance with the overtime provisions of this Agreement.
- (d) Compensation
- (1) Employees whose assigned tour of duty, with or without intervening meal time, includes at least four (4) hours between 6:00 p.m. and 12:00 a.m. (midnight), shall receive shift differential of one dollar (\$1.00) per hour over and above their base hourly rate.
 - (2) Employees whose assigned tour of duty, with or without intervening meal time, includes at least four (4) hours between 12:00 a.m. (midnight) and 8:00 a.m. of the following day, shall receive shift differential of one dollar and thirty cents (\$1.30) per hour over and above their base hourly rate.

DIRECT DEPOSIT

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

DISASTER SERVICE WORKERS

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

DISPUTE RESOLUTION PROCEDURE

Section 1 – Purpose

The County and SBCPOA fully realize the importance of a viable Dispute Resolution Procedure to aid in the resolution of disputes among employees, supervisors, and management. It is recognized that conditions may arise which can create employee dissatisfaction, and that to maintain high employee morale and harmonious relations, an orderly method of processing disputes is necessary. This procedure is intended to establish a systematic means for obtaining answers and decisions regarding employee complaints. This procedure is not intended to be used to effect changes in the terms of this MOU or those matters not covered by this MOU. The Board of Supervisors and SBCPOA have pledged that their representatives at all levels will extend active, aggressive and continuing efforts to secure prompt disposition of grievances. The initiation of a grievance in good faith by an employee shall not cause any adverse reflection on the employee's standing with immediate supervisors or loyalty as a County employee.

Section 2 – Definitions

There are three (3) types of dispute procedures in this Article: grievances; unfair labor practices and Unit modification/Unit determination disputes; and disciplinary appeals.

- (a) A grievance is a disagreement between County management and an employee or groups of employees concerning the application or alleged violation of a specific Article(s) of this Memorandum of Understanding. Formal grievances must be filed by SBCPOA on behalf of any employee or group of employees. 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 Probation Officers assigned to a particular field office or location, all Probation Officers assigned to the night shift, all Probation Officers that carry duty weapons). However, where only some employees in a larger group of employees are alleged to have suffered harm or where backpay or monetary relief is sought, SBCPOA 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) Unfair labor practices and Unit modification/Unit determination disputes are defined by County Ordinance 3707 (the Employee Relations Ordinance).
- (c) A disciplinary appeal is an appeal of discipline as defined by Personnel Rule X.

Section 3 – Exclusions

Any dispute which may arise between the parties involving application, meaning, or interpretation of the Personnel Rules is excluded from this Article and shall be settled by the Civil Service Commission in accordance with the appropriate appeal procedure established by the Personnel Rules except as modified by the parties in this Agreement via Section 7 of this Article.

All matters are excluded from this procedure which deal with the Non-Discrimination Article; County Management Rights Article; the project compensation provisions of the Temporary Performance of Higher Level Duties Article; the Referral Bonus Program Article; federal or state statutes, rules or regulations; or are preempted by County Charter.

The appeal processes which include the Classification Appeal Process, the Civil Service Commission, and the Memorandum of Understanding grievance adjudicatory process are mutually exclusive remedy bodies/processes. Accordingly, there shall be no double or multiple requests or appeals for a same case/same set of circumstances where one (1) adjudicatory body has rendered a decision on the same or is considering the matter. Decision is to be interpreted as excluding a situation where an adjudicatory body has determined it has no jurisdiction to hear the matter.

Except as otherwise provided by this MOU or state or federal statute, or where law or policy provide a more appropriate and speedy remedy, the Grievance Procedure shall be the sole and exclusive procedure for seeking recourse for any grievance, as defined in Section 2 of this Article.

Section 4 – 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, subject to the approval of the Board of Supervisors as outlined below, within the County structure to adjudicate all grievances, as defined or otherwise

provided herein. The arbitrator holds no jurisdiction over a grievance where the remedy has been granted.

(b) Representation

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

(c) Consolidation of Grievances

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

(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, SBCPOA is dissatisfied with the decision rendered, it shall be SBCPOA'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. For purposes of this Grievance Procedure, notification to a party may be given either personally, by U.S. mail, telephonically, or via E-mail.

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

When notice is mailed to an employee, it shall be sent to the employee's current address of record. For the purpose of this procedure, notice by mail shall be deemed to have been completed on the fifth (5th) 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 steps necessary to resolve an employee's grievance. The attempt to settle the grievances filed on behalf of an individual employee(s) at the employee-supervisor level is required. The grievance must be submitted within fifteen (15) working days after the employee is aware of the conditions precipitating the grievance.

Step 1 (Informal) – Immediate Supervisor. Initially, the employee (or SBCPOA) having a grievance shall on a personal face-to-face basis discuss the complaint with the immediate supervisor. At this step, it is the responsibility of the employee (or SBCPOA) to inform the supervisor that he/she is initiating the grievance process. Within three (3) working days the immediate supervisor shall give the decision to the employee (or SBCPOA) orally.

Step 2 (Formal) – Employee Relations Division. If a mutually acceptable solution has not been reached in Step 1, SBCPOA shall submit the grievance in writing on appropriate forms supplied by the Employee Relations Division which shall provide a detailed statement of the grievance, including dates, names, 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 ten (10) working days of oral notification of the immediate supervisor's decision. The Employee Relations Division shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate after consultation with SBCPOA. 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) the grievance alleges that a specific Memorandum of Understanding Article(s) has been misinterpreted, misapplied, or violated; and (4) the matter complained of in the grievance is covered by a specific provision of the MOU. The determination and notification to the grievant and/or SBCPOA will be made within five (5) working days of receipt of the grievance.

If objection is made to the procedural and/or substantive grievability of a grievance at 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 – Division Level. SBCPOA, on behalf of the grievant(s), shall submit the written grievance to the division level within five (5) working days of notification of the Employee Relations Division's determination. The Division/Section Head shall meet with the grievant and/or SBCPOA representative and thoroughly discuss the grievance. The Division/Section Head shall submit a written response to the grievant and/or SBCPOA representative within ten (10) working days of receipt of the formal grievance from the employee.

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

Following a review of the grievance with the appointing authority, the Director of Human Resources or that individual's designee shall have full and final authority on behalf of the County to mutually resolve the grievance with SBCPOA within ten (10) working days of receipt of the written grievance of the employee. Such notification shall be rendered in writing to the grievant and/or SBCPOA and the appointing authority.

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

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

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

Step 6 – Arbitration. The Employee Relations Division and SBCPOA shall select an arbitrator by mutual agreement as soon as possible but in no event later than ten (10) working days after receipt of written notice by SBCPOA of its appeal to arbitration or receipt of a list from the State Mediation and Conciliation Service, as applicable. Where mutual agreement cannot be reached, the parties shall request a list of arbitrators from the State Mediation and Conciliation Service, and mutually select an

arbitrator from said list. Where mutual agreement cannot be made, the arbitrator shall be determined following a striking process. The determination as to which party strikes first shall be based on a coin flip. If the last remaining person on the list is not available, the previously stricken person(s) shall be contacted in reverse order until one is available. The parties shall contact the arbitrator to establish a hearing date acceptable to both parties.

- (a) In reaching a decision and award, the arbitrator shall limit himself to the allegations contained in the grievance presented in relation to the express provisions of the 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/SBCPOA that the County abused its discretion.
- (b) The decision of the arbitrator will be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing. This decision may require an appointing authority or a subordinate to cease and desist from the action, which is the subject of the grievance. The arbitrator may also require the appointing authority to take whatever action is necessary, within the control of the appointing authority, to remedy the grievance or take other action to relieve the loss, if any, to the employee. Under no conditions can the arbitrator order relief that exceeds the relief requested by the grievant and shall be limited to making the grievant whole. In the event the arbitrator determines that monetary relief is an appropriate remedy, he/she shall limit any retroactive award, including interest, to a date that is no earlier than fifteen (15) working days from the date the grievance was filed.
- (c) The arbitrator's decision shall be transmitted to the Employee Relations Division and SBCPOA with a copy to the grievant.
- (d) All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.
- (e) The decision by the arbitrator shall be final and binding on all parties unless there is a financial impact of greater than two thousand five hundred dollars (\$2,500), in which case it shall be subject to approval of the Board of Supervisors.
- (f) For grievance decisions with financial impact of 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, it shall become final and binding. A copy of the decision shall be filed with the Employee Relations Division of Human Resources, SBCPOA and the grievant.

Section 5 – Unfair Labor Practices/Unit Changes

Unfair labor practice charges as well as disputes arising out of the Unit modification/Unit determination processes provided in the County's Employee Relations Ordinance shall be adjudicated by the California Public Employment Relations Board.

Section 6 – Disciplinary Hearings

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

Except as otherwise provided in this Article, disciplinary appeals shall be heard by a hearing officer appointed by the Civil Service Commission (CSC) selected from a list established annually by the CSC, pursuant to the

Personnel Rules and CSC policies. Upon mutual agreement of the parties, appeals may be heard by the Civil Service Commission.

A hearing officer may be selected from the list by mutual agreement of the Human Resources Department and SBCPOA. 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. If no hearing officer is available to conduct a hearing within a reasonable time the parties may utilize the services of a hearing officer not on the CSC's list. Such alternate hearing officer may be selected by mutual agreement or from a list provided by the State Mediation and Conciliation Services, either by mutual agreement or following a striking process as provided above.

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

Prehearing conferences are to be mandatory. At least fourteen (14) calendar days prior to the first date of hearing, both parties are required to meet in such conference, which shall be conducted in coordination with CSC staff, 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 hearing process, with the exception of rebuttal evidence and witnesses.

The hearing officer's findings and recommendations shall be made in writing and transmitted to the Civil Service Commission within thirty (30) calendar days after the conclusion of the hearing. Except as provided herein, the hearing officer's findings and recommendation 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 thirty (30) days of receipt by the Commission. The only basis the Civil Service Commission can use to reject the hearing officer's decision in its entirety, is for one (1) or more of the following reasons:

- (a) The recommendation was procured by corruption, fraud, or other undue means;
- (b) There was corruption in the hearing officer;
- (c) The rights of a party were substantially prejudiced by the misconduct of the neutral hearing officer;
- (d) The hearing officer exceeded his/her powers on the matter submitted; or
- (e) The rights of a party were substantially prejudiced by the refusal of the hearing officer to postpone the hearing upon sufficient cause being shown therefore, or by the refusal of the hearing officer to properly include or exclude evidence material to the controversy.

Should such be the case, the Commission must state in writing specific reason(s) for the decision (a, b, c, d or e) and subsequently conduct and complete a full and fair evidentiary hearing on the disciplinary appeal within thirty (30) days of rejecting the hearing officer's findings and recommendations unless the hearing cannot for good cause be completed within thirty (30) days.

Both the County of San Bernardino and SBCPOA 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.

Section 7 – Mediation

The parties (Director of Human Resources or designee and SBCPOA) 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. Where 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 hearing officer, such costs shall be equally divided between the employee's department and SBCPOA.

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 regular position may be authorized by the Director of Human Resources to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status, unless the most recently appointed dual appointee has regular status in the classification. The most recently appointed employee shall be notified in writing by the appointing authority and such notification will clearly define the benefits to which that employee is entitled. Upon return of the initial appointee or completion of the training period or emergency, the most recently appointed dual appointee may be appointed to a vacant position in the same classification in the department/group, however, he/she shall be required to serve a probationary period unless waived by the Director of Human Resources. If the most recently appointed dual appointee held prior regular status in a lower classification immediately preceding the dual appointment, he/she shall have the right to return to the former classification and department. If he/she has not held prior regular status in a lower level classification, he/she shall be terminated.

DUTY APPAREL

Section 1 – General

The County agrees to provide employees in regular positions in the classifications of Probation Officer I, II and III, and with duty shirts, pants, and jackets, as indicated below. The appointing authority shall determine the nature, style and quality of duty apparel to be provided under this Article. It shall be the responsibility of the employee to maintain their issued duty apparel in a clean, neat and professional manner. All duty apparel shall remain the property of the County and must be returned upon promotion or demotion from the Probation Officer series or separation from the County.

Section 2 – Distribution and Replacement

(a) Shirts

- (1) Upon initial hire into the Probation Officer series, each employee shall be provided with four (4) duty shirts.
- (2) Upon adoption of this Agreement, any employee who has not yet been issued his/her fourth shirt will be provided a fourth shirt upon request.
- (3) Shirts showing extreme wear may be exchanged for new shirts upon request of the employee; provided, that no employee shall receive more than four (4) new shirts per calendar year unless extraordinary circumstances, as determined by the appointing authority, necessitate issuance of additional shirt(s).

(b) Jackets

- (1) Each employee in the Probation Officer series shall be provided with a duty jacket.
- (2) Jackets showing extreme wear may be exchanged for a new jacket upon request of the employee; provided, that no employee may receive a new jacket in less than 24 months unless extraordinary circumstances, as determined by the appointing authority, necessitate issuance of a replacement jacket in less than 24 months.

(c) Pants

- (1) Upon initial hire into the Probation Officer series, each employee shall be provided with three (3) pairs of pants.
- (2) Pants showing extreme wear may be exchanged for new pants upon request of the employee; provided, that no employee shall receive more than three (3) new pants per calendar year unless extraordinary circumstances, as determined by the appointing authority, necessitate issuance of additional pants.

EMPLOYEE RIGHTS

The following are employee rights:

- (a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- (b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the County except as provided in the "Agency Shop" Article and in (e) below.
- (c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in this Article.
- (d) Except as otherwise provided in this Agreement, the right of SBCPOA, upon its request and prior to implementation, to discuss with County Management any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.
- (e) The San Bernardino County Probation Officers Association (SBCPOA) shall be the sole, exclusive and fair representative of all County employees represented by the Association in this Agreement and in all

adjudicatory proceedings between the County and represented employees. SBCPOA shall have the sole responsibility as to which matters are adjudicated on behalf of those represented employees and the cost of the same for employees not members of the Association. The only exceptions to the sole, exclusive and fair representation by SBCPOA are those instances of disciplinary action and its proceedings which are governed by Rule X of the Personnel Rules where such representation was not requested by the employee(s) and where the employee may represent himself or herself as well as utilize external representation.

The County shall defend, indemnify and hold harmless SBCPOA and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of Section (e) of this Article. Upon commencement of such legal action, administrative proceeding, or claim, the County shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against SBCPOA or its officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the County shall not diminish the County's defense and/or indemnification obligations under this Agreement.

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

The County upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. The County, 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.

EXPENSE REIMBURSEMENT

Section 1 – General Provisions

The purpose of this Article is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of 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 of this Article. Prior approval may be in the form of standing orders issued by the appointing authority. Failure to obtain prior approval may result in denial of any expense claim (or excess amount) not pre-approved.

Section 3 – Travel Authorization

- (a) Travel outside the State of California must be approved by the Chief Executive Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the 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 Chief Executive Officer and Auditor/Controller shall be notified in writing of all such designees.

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

Section 4 – Authorization for Attendance at Meetings

- (a) 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) quarterly or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond must be on a separate claim from those expenses claimed for June 30 or earlier.
- (b) Original receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
 - (1) Private mileage.
 - (2) Taxi, streetcar, bus and ferryboat fares; bridge and road tolls; and parking fees.
 - (3) Telephone and telegraph charges.
 - (4) Other authorized expenses of less than one dollar (\$1.00).
- (c) Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- (d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.
- (e) Except as otherwise provided in this Article, expense reimbursements shall be made on an actual cost basis.
- (f) Expense reimbursements may be made via Electronic Fund Transfer.

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. Where an employee is given the choice between several means of travel (e.g., use of County vehicle vs. own personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more costly, the employee shall only be reimbursed for the lesser cost option. For example, if an employee chooses to drive his/her own vehicle when offered a County vehicle, the employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an airplane is less than the cost of driving, the employee shall only be reimbursed for the amount the County would have paid for the flight.

If an employee is offered a County vehicle but must drive in excess of his/her normal commute in order to obtain such County vehicle, the employee shall be reimbursed the difference between his/her normal commute and the additional miles driven to obtain the County vehicle.

(b) Travel Via Private Automobile

- (1) Reimbursement for the use of privately owned automobiles to conduct County business shall be at the IRS allowable rate or thirty-two cents (\$0.32) per mile, whichever is greater. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation-related costs. The 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 the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

EXAMPLE: Employee lives in Yucaipa and is assigned to San Bernardino (commute of 18 miles). Employee is required to go first to an alternate work contact point for a meeting and then to report for remainder of day in San Bernardino.

First Work Contact Point	Miles	Mileage Allowed
Redlands	7	0
Fontana	22	4

Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one (1) assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations.

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

(c) Travel Via Rental Vehicles

Reimbursement will be provided for the cost of a rental vehicle for business purposes if such use is approved by the appointing authority. Rental vehicles are covered for liability and vehicle physical damage under the County’s self-insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchases additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for County business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

(d) Travel Via Air

When commercial aircraft transportation is approved, the “cost of public carrier” shall mean the cost of air coach class rate including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the Chief Executive Officer or designee.

Section 7 – Meals and Lodging

- (a) Meal and lodging expenses shall not be allowed without prior approval of the appointing authority or designee as necessary for the purpose of conducting County business. Excess charges greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as the San Francisco Bay area, Sacramento, Fresno, Los Angeles and San Diego). Original receipts are mandatory to obtain reimbursement for all lodging and meal expenses claimed.
- (b) The allowance for lodging is sixty-five dollars (\$65.00) plus tax, per night, single, with receipt.
- (c) Compensation for meal expenses may be provided as follows:
 - (1) Option 1 – With receipts, an employee may be reimbursed for meal expenses up to \$50.00 per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, eleven dollars (\$11.00) for breakfast; fifteen dollars (\$15.00) for lunch; and twenty-four dollars (\$24.00) for dinner, all including tax and gratuity.

Receipt(s) for purposes of reimbursement shall mean both proof of payment (e.g., credit card receipt, canceled check, etc.) and a listing of items purchased (e.g., an invoice, detailed bill, etc.).
 - (2) Option 2 – Without receipts, an employee may be reimbursed for meal expenses up to \$34.00 per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, six dollars (\$6.00) for breakfast, nine dollars (\$9.00) for lunch, and nineteen (\$19.00) for dinner, all including tax and gratuity.
 - (3) All meals for a single day must be claimed under either Option 1 or Option 2.
- (d) Meal allowances for a business meeting/conference including meals are the actual cost.
- (e) The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, the County shall make every effort to provide meals.

Section 8 – Expense Advances

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

Section 9 – County Credit/Debit Cards

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

EXTRA-HELP EMPLOYMENT

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 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 regular 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 and Services. This paragraph shall not apply to any employee who is otherwise covered by the County Retirement System.

FITNESS FOR DUTY

Section 1

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

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

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

FLEXIBLE SPENDING ACCOUNT

The purpose of this Section 125 Medical Expense Reimbursement Flexible Spending Account (FSA) is to permit eligible employees to make an election to pay for qualifying medical care expenses, as determined by Section 213 of the Internal Revenue Code of 1986 (IRC), on a pre-tax basis by salary reduction in accordance with Sections 125 and 105(b) of the IRC and regulations issued pursuant thereto. FSA shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. FSA exclusions from gross income do not affect compensation for retirement purposes.

FSA will be administered by the County Human Resources Department, Employee Benefits and Services Division, consistent with said IRC Sections.

- (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) Enrollment in the Plan for current employees is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status event. Examples of eligible mid-year Change in Status events include: marriage, divorce, birth, adoption, death, over age dependent, loss of student status, the employee's or employee's spouse's reduction in work hours, and loss of spouse's employment. The Employee Benefits and Services Division will authorize changes provided that the change is made on account of and consistent with an employee's qualifying Change in Status event. Enrollment in the plan for a new employee is limited to within sixty (60) days of the employee's date of hire. Failure to submit an election agreement within the specified time frame shall result in an election to not participate in the Plan. The FSA Plan year will coincide with the County's Benefit Plan year.
- (c) Enrollment is required every Plan year. An employee must elect to contribute to FSA through salary reduction on forms approved by the County Human Resources Department, Employee Benefits and Services Division.
- (d) Eligible employees may contribute, on a pre-tax basis annually, a minimum of one hundred thirty dollars (\$130.00) and up to a maximum of two thousand five hundred dollars (\$2,500.00) or up to the IRS annual maximum amount, whichever is less to a flexible spending account. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions 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.
- (e) IRC Section 125 requires that any amounts remaining in an employee's account at the end of the Plan year must be forfeited. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

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 SBCPOA 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. Therefore, the County and SBCPOA 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 referred to or covered in this Agreement.

The County may make changes to the Personnel Rules consistent with rights, if any, SBCPOA has to meet with the County prior to implementation of such changes.

During the term of this Agreement, the County may make changes to policies, procedures, rules, and directives affecting employees in this Unit. However, except in emergencies, prior to implementing any change within the scope of bargaining, the County shall provide at least fourteen (14) days notice to SBCPOA, and provide SBCPOA an opportunity to meet and discuss the impact of the proposed change.

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 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.

JOB SHARING AND PART-TIME EMPLOYMENT

At the discretion of the appointing authority, an employee may be allowed to job share or to work on a part-time basis in a regular position. Job share is defined as two (2) employees sharing one (1) regular position. Part-time employment is defined as an employee working in a regular position that is scheduled for less than eighty (80) hours per pay period.

All fringe benefits for job sharing and part-time employees shall be pro-rated on regularly scheduled hours except as may otherwise be provided in a specific Article. For example, an employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave.

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

LAYOFF

Section 1 – Definition

A layoff is the involuntary separation or demotion of a regular employee to a position in a lower classification without fault of the employee. Layoff applies only to regular positions. A layoff occurs only when there is a surplus of employees, a position is to be deleted from the authorized table of organization, or when funds are withdrawn from a previously funded position.

Section 2 – Notification

Whenever an appointing authority believes that a layoff will be necessary, the appointing authority shall submit a layoff plan to the Director of Human Resources for approval. The layoff plan shall include the anticipated number, classification, and position number of employees to be laid off and seniority list by classification of all affected employees. The San Bernardino County Probation Officers Association shall be provided with a copy of the layoff plan immediately upon approval by the Director of Human Resources. Once such a plan is approved, affected employees shall be entitled to ten (10) working days notification prior to layoff.

Section 3 – Order of Layoff

- (a) Layoffs shall be made by classification within a department.
- (b) Layoffs among regular employees shall be made on the basis of seniority determined by the employee's current beginning (hire) date of continuous service in a regular position with the County. In the event of a tie in total time of continuous County service between two (2) or more employees, the order of layoff shall be determined at the discretion of the appointing authority.
- (c) Before any reduction in the work force of regular employees occurs, all unclassified, provisional, extra-help, recurrent, and probationary employees in the affected classifications within the affected department

shall be terminated in that order. For purposes of layoff, trainees and most recently hired dual appointments shall be treated the same as probationary employees.

- (d) Probationary employees and employees on Temporary Assignment to a Vacant Higher Position, who have regular status in another classification, shall be returned to their former classification where they will be subject to layoff under provisions applicable to other employees in that classification. Underfills shall have layoff rights in the underfill classification.
- (e) Regular employees whose positions have been deleted shall be allowed to exercise their options, based on seniority, to select either a vacant position or to bump into any position within their current classification filled with a less senior employee; provided, however, that only the number of positions filled by the least senior employees in the affected classification, equal to the number of positions being deleted from the classification, shall be available for bumping. An employee who elects not to bump into any position within the collective group of vacant and filled junior positions, thereby retaining his/her existing classification, shall be provided the opportunity to select from those options identified in (i) of this Article.
- (f) If a regular employee to be separated has regular status in a lower classification, reduction in classification (bumping) within the affected non-group department/group shall be approved. For purposes of bumping, the number of positions filled by the least senior employees in the affected classification(s) equal to the number of employees bumping into the classification shall be identified. Additionally, all vacant positions in the affected classification shall be made available to the affected employees. This collective group of positions shall then be subject to the bumping process.
- (g) Reductions in classification shall only be approved when the employee has previously held regular status in the lower classification, and has seniority over identified employees in the lower classification. Reductions in classification shall first be made to the next lower classification in which the employee has regular status. The employee being reduced may only replace a junior employee, or be placed in a vacant position, in the classification identified pursuant to (e) above within the affected department. The junior employee being bumped will be separated or reduced in classification. If the classification to which an eligible employee is first considered for reduction is not authorized in the department, or if the employee does not have seniority in that classification, reduction shall then be made to the next lower classification in which the employee has regular status. This procedure shall continue until all reductions in classification and the ultimate separations are completed.
- (h) Employees in unclassified positions do not have a right to bump employees in classified positions. A classified employee may refuse to bump into an unclassified position without waiving the right to bump a more junior employee in the same or lower classification.
- (i) If bumping results in an assignment which the employee considers to be undesirable, such employee may request:
 - (1) a voluntary demotion to a vacant position;
 - (2) a leave of absence with right to return to work; or
 - (3) a leave of absence without right to return to work, but placement on an eligible list.

Any of these options require the approval of the Director of Human Resources.

Section 4 – Exception to Order of Layoff

Whenever an appointing authority believes that the best interest of the service requires the retention of an employee with special qualifications, characteristics, and fitness for the work, the appointing authority may request that such employee be exempted from the bumping procedures. Such requests must be in writing

and approved by the Director of Human Resources. If approved, SBCPOA shall be provided with a copy of the request.

Section 5 – Employee’s Rights While on Layoff

- (a) During the first two (2) years following a layoff, laid-off regular employees shall be assured the right of an interview for vacant positions for which they meet certification requirements prior to final selection and appointment to said vacant positions within their previous department in the same or equivalent classification to the one in which the employee has previously held regular status.
- (b) Any employee who is affected by a layoff may request that their name be placed on appropriate eligible lists for a period of two (2) years by submitting such a request and an application to the Director of Human Resources for determination of eligibility. Approval of such requests only entails placement on the list and does not guarantee employment or carry any bumping privileges. Placement on the eligible list shall be made pursuant to the provisions for requalification contained in the Personnel Rules.

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 physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, attendance upon an ill member of the employee’s immediate family or for a medical, optical, or dental appointment, as provided below. It does not include absences for cosmetic surgery.

Immediate family is defined as parent, child, spouse, or 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 eighty-eight (88) hours per year, or 3.39 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. There shall be no limit on sick leave accumulation.

The minimum charge against accumulated sick leave shall be fifteen (15) minutes. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro rata basis.

- (c) Compensation – Approved sick leave with pay shall be compensated at the employee’s base rate of pay, except as otherwise provided in this Agreement.
- (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 or appointing authority (or their designees).
 - (2) Notice of Sickness – In twenty-four (24) hour departments, 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. In other departments, the appointing authority or designee

must be notified within one-half (1/2) hour after the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

It is the responsibility of the employee to keep the appointing authority informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor's off-work order and provides notice of same to the appointing authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the appointing authority that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above.

- (3) Review – The Director of Human Resources or appointing authority (or their designees) 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 – An original doctor's certificate or other adequate proof pending receipt of the original shall be provided by the employee in cases of absence due to illness when requested by the appointing authority.
 - (5) Improper Use – Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.
- (e) Sick Leave for Other than Personal Illness/Injury
- (1) Each employee may use up to one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year to attend to an ill parent, child, spouse, or domestic partner as defined by California Family Code 297 or to accompany them to medical appointments.
 - (2) 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 who resided with the employee. For the purposes of this subsection (e)(2), immediate family is defined as spouse, child, grandchild, mother, father, grandparent, brother, sister, mother-in-law, father-in-law, or domestic partner as defined by California Family Code 297.
 - (3) A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home.
 - (4) An employee (father) may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his child.
 - (5) While the employee may use sick leave for personal medical, dental or optical appointments, every effort should be made to minimize necessary leave by scheduling the appointments at the start or end of the employee's tour of duty or on a regularly scheduled day off.
- (f) Return-to-Work Medical Clearance
- (1) Under the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for a medical evaluation of their condition and authorization to return to work before returning to work:
 - (i) Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.

- (ii) Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.
 - (iii) Employees who have been absent on account of a serious medical condition, when so directed by their appointing authority, and with concurrence of the Center for Employee Health and Wellness.
- (2) The employee is eligible to receive reimbursement for mileage for a return-to-work appointment pursuant to the Expense Reimbursement Article. Employees who attend medical appointments, not return-to-work examinations, at the Center for Employee Health and Wellness for an occupational injury shall receive reimbursement for mileage through workers' compensation. Employees are required to attend the return to work examinations on their own time (see Section 5 below).
 - (3) It is the responsibility of the employee, covered by (1) (i) - (iii) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the County shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their appointing authority immediately upon receipt of their medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The appointing authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work. The employee shall provide their medical provider's written notice of authorization to return to work to the Center at or prior to the employee's scheduled appointment time.
 - (4) Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.
 - (5) The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If the employee has provided two (2) full business days advance notice to their appointing authority or designee of a medical appointment that may result in the employee's release to work, and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, the County will pay for work hours missed, without charge to the employee's leave balances.
 - (6) The final decision on the employee's ability to return to work rests with the medical provider at the Center for Employee Health and Wellness. In the event the employee is not released to return to work by the medical provider at the Center for Employee Health and Wellness, the employee's status would continue on sick leave or, where there is no balance, leave without pay.
- (g) Workers' Compensation - Employees are covered by Section 4850 of the Labor Code. As such, employees who are injured in the line of duty are 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.
 - (h) Separation – Unused sick leave shall not be payable upon separation of the employee, except as provided in paragraph (i).
 - (i) Sick Leave Cash-Out – Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, up to one thousand (1,000) hours computed at their then current base hourly rate, if they elect an early

retirement in lieu of exhausting such accrued sick leave balances. In no event shall any employee, except those receiving a disability retirement, receive compensation under this section in excess of five hundred (500) hours pay computed at the then current base hourly rate of said employee.

- (j) Perfect Attendance – Regular full-time employees, who do not utilize any sick leave in a calendar year (i.e., pay period 1 through pay period 26 or 27, when applicable, of the same year), and who do not record any sick leave without pay or absent without pay during that year, shall receive a one (1) year’s paid membership in a Human Resources approved health facility or utilization of perfect attendance leave. The paid health facility membership shall not exceed the cost of a one (1) year paid membership at the 24-Hour Fitness, Inc. (standard club rate). In lieu of a Human Resources approved health facility membership, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, from the period of time the perfect attendance leave is granted until the end of the calendar year it was granted. Failure to utilize perfect attendance leave within the calendar year it was granted or if an employee is appointed to a position in an occupational unit that does not contain a perfect attendance leave provision shall result in forfeiture of any unused leave.
- (k) Vacation Conversion Option – Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e., pay period 15 through pay period 14 of the following year) may, at the employee’s option, convert sick leave to vacation leave by the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave.

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

Section 2 – Vacation Leave

- (a) Definition – Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the appointing authority.
- (b) Accumulation – Employees in regular positions shall accrue, on a pro rata basis, vacation leave for completed service hours, up to eighty (80) hours per pay period. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive vacation leave accumulation on a pro rata basis; provided, however, that there shall be no proration of the maximum accumulations.

Such leave shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1,600 hours of continuous service from the employee’s hire date.

Length of Service From Hire Date	Annual Vacation Allowance	Maximum Allowed Unused Balance
After 1,600 and through 8,320 service hours	80 Hours	160 Hours
Over 8,320 and through 18,720 service hours	120 Hours	240 Hours
Over 18,720 service hours	160 Hours	320 Hours

(c) Administration

- (1) Scheduling – Vacation periods should be taken annually with the approval of the appointing authority at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance due to work urgency and is unable to take a vacation 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 per calendar year.

Written request for vacation leave shall receive a written response from the appointing authority within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Department Head/Group Administrator for an immediate review. In those instances where the direct supervisor is the Department Head/Group Administrator the rescission due to work urgency may be appealed to the Director of Human Resources for immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

- (2) Minimum Charge – The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee’s base rate of pay, except as otherwise provided in this Agreement.
- (3) Holiday During Vacation – When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee’s earned vacation benefits.
- (4) Vacation Leave and Termination Date – Employees not planning to return to County employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or to be compensated in a lump sum payment for accrued vacation leave, provided that each pay period the employee charges the number of hours in their regular scheduled tour of duty.
- (5) Vacation Cash-Out – On one (1) occasion during each calendar year until the expiration of the contract, an employee who has utilized eighty (80) or more hours of vacation leave during the previous calendar year may elect to convert into a cash payment, at the rate of pay in effect at the time of the cash-out, up to sixty (60) hours of accrued vacation leave.

In order to sell back vacation leave prior to termination or retirement during the term of this MOU, an employee must make an irrevocable election during the month of December (beginning in

December of 2012), specifying the number of hours to be sold back from the next calendar year’s vacation 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.

Section 3 – Holiday Leave

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

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

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

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

(c) Eligibility for Holiday Pay – Except as provided in Section 4 of this Article, to receive holiday pay for a fixed holiday, the following conditions must be met during the pay period in which the fixed holiday fell.

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

(d) Holiday During Vacation or Other Period of Paid Leaves – When a fixed holiday falls within a vacation period, or other period of paid leave, the holiday time shall not be charged against an employee’s earned vacation benefits or other paid leave. In no instance shall an employee be permitted to use vacation, sick or other paid leave on a fixed holiday that the employee is not scheduled to work in order to accrue the holiday leave.

(e) Working on a Holiday – Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee’s regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours floating holiday time. At the request of the employee, and with

approval of the appointing authority, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.

- (f) Weekend Holidays – When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

For those County department operations that operate six (6) and seven (7) days per week facilities, fixed holidays which fall on either a Saturday or Sunday shall be observed on those days by employees of those operations scheduled to work.

- (g) Holiday Time Accrual – Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency unless the employee's position was abolished as a result of a layoff.

Section 4 – Leave Accruals While on Disability Leave

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

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

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

Employees who are fully integrating paid leave time with disability benefit(s) will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period, have no unapproved leave for the pay period and have enough leave accrued to equal at least one-half (1/2) of the employee's normal scheduled hours. Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions in Section 3 of this Article.

Section 5 – Compulsory Leave

If, in the opinion of the appointing authority, employees are unable to perform the duties of their position for physical or psychological reasons, an examination may be required by a physician or other competent authority designated by the Director of Human Resources or designee. 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, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty.

If an employee fails to maintain the minimum qualifications or other job prerequisite for his or her classification or assignment, the appointing authority shall compel the employee either (1) to take a leave of absence without pay or to use accrued paid leave for which he or she is eligible; or (2) to transfer the employee to another assignment without reduction in pay; provided that nothing herein shall inhibit the ability of the appointing authority to impose appropriate discipline.

Section 6 – 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 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 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) and (d) 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 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 30 days of military leave provided in (e) of this Section, the extended payments provided under this section shall be suspended and shall be continued after the 30 days compensation has been completed.

No compensation shall be paid beyond the 30-day leave period, unless such compensation is expressly approved by the Board of Supervisors. The County may unilaterally extend the benefits of this subsection upon the approval of 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 (e) of this Section. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in subsection (f) of this Section 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. 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 7 – Political Leave

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

Section 8 – Special Leaves of Absence Without Pay

(a) General Provisions – A special leave of absence without pay for a period not exceeding one (1) year, unless specified otherwise, may be granted to an employee who:

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

(b) Types of Leaves of Absence

There are four (4) types of leaves of absences. All requests must be in writing and require the approval of the appointing authority or designee and the Director of Human Resources or designee. Upon request, the appointing authority or designee and the Director of Human Resources or designee may grant successive leaves of absence. An employee shall be cashed out at the rate of pay in effect at the time the employee last received pay (i.e., actually worked or received paid leave). All benefits shall be administered in accordance with the appropriate Article of this Agreement.

(1) Leaves of Absence With Right to Return

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

(2) Family Leave

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

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

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

(3) Leaves of Absence Without Right to Return

- (i) General – Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
- (ii) Return Process – An employee may return in the same department in the classification from which the employee took the leave of absence with the approval of the appointing authority and the Director of Human Resources. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions of the Personnel Rules. If the employee does not return to a regular position within ninety (90) calendar days of the expiration of such a leave the employee shall be terminated from County service. If reemployed, the employee shall be required to serve a new probationary period. The Director of Human Resources or designee has the discretion to waive the requirement to serve a new probationary period.
- (iii) Benefits Upon Return – An employee who returns to a regular position within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:
- Hire date; and
 - Benefit date for purposes of leave accruals and step advances; except that the benefit date will be advanced for the period of time the employee is on leave of absence without right to return.

To be reemployed and retain the above benefits, the employee must be appointed to a position no later than 90 calendar days after the date of expiration of leave of absence. The 90 days shall run concurrently with the first 90 days of the one (1) year period provided in the Reemployment Article.

(4) Long-Term Medical Leave of Absence

An employee who takes a Medical Leave of Absence while on Medical Emergency Leave (MEL) may retain up to 160 hours of MEL donations to be administered in accordance with payroll procedures established by the County Auditor/Controller. Donated time in excess of 160 hours shall be returned to the donor(s) in the same manner in which it was donated, i.e., the donated time will be converted back to vacation, holiday, administrative leave or annual leave. The excess donated time will be returned to the donor(s) based on each donor's percentage of total time donated to the recipient.

- (i) An employee with regular status who suffers from a serious health condition may be placed on a medical leave of absence for up to one (1) year only after FMLA, CFRA and/or PDL have been exhausted. However, if an employee meets the service requirement for eligibility for a disability retirement, the Long-Term medical Leave of Absence may be extended. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. The County retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

- (ii) The employee will be removed from his/her position so that the department may fill behind the employee. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
- (iii) Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which the department has a vacancy, but in no event later than ninety (90) days following the expiration of the Medical Leave of Absence, the employee relinquishes the right to return.
- (iv) Upon return from a medical leave of absence, the employee shall retain the benefits described under Section 8(b)3(iii) of this Article.

Section 9 – Jury Duty Leave

Employees in regular positions who are ordered/summoned to serve jury duty including Federal Grand Jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. When practicable, the appointing authority will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. Further, an employee shall be required to report to work on any day during the period of jury service that they are not required to report to jury duty. For example, if an employee is scheduled to work Friday but is not required to report to jury duty, the employee shall be required to report to work. Employees volunteering to serve on a Grand Jury shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 8 of this Article.

Section 10 – Examination/Interview Time

Employees having regular status in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of attending examinations and selection interviews for promotions to higher level County positions. Examination time shall also be used for such an employee's attendance at all other promotion-related requirements, i.e., medical evaluation, background processing, etc. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. An employee is not entitled to compensation for any examination process that occurs outside their scheduled work shift or on a day that the employee is not scheduled to work. Employees having probationary status, including those who have previously held regular status in another classification, are not entitled to examination time off with pay.

Section 11 – 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 12 – Blood Donations

- (a) Employees in regular positions who donate blood without receiving compensation for such donation, may have up to two (2) 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, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the appointing authority to receive this benefit.
- (b) Employees in regular positions who are apheresis donors may have up to four (4) hours off to recover with pay with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each apheresis donation must be presented to the appointing authority to receive this benefit.

Section 13 – 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.

Section 14 – Service Date

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

Section 15 – Time Off for Voting

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

LIFE INSURANCE

- (a) For each employee appointed to a regular budgeted position and scheduled from 40-60 hours per pay period, the County agrees to pay the premium for a term life insurance policy in the amount of \$25,000. For each employee appointed to a regular budgeted position and scheduled from 61-80 hours per pay period, the County agrees to pay the premium for a term life insurance policy in the amount of \$50,000. Life insurance will become effective on the first day of the pay period following the employee's first pay period in which the employee is paid for one half plus one of their scheduled hours. For example, an employee scheduled to work for eighty (80) hours must be paid for a minimum of forty-one (41) hours.
- (b) The County further 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 ten thousand dollars (\$10,000) increment amounts to a maximum benefit of seven hundred thousand dollars (\$700,000).

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

New employees shall become eligible to participate in these programs on the start of the pay period following completion of 1,040 hours of satisfactory performance.

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

- (d) The County agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.
Note: All persons eligible for the insurance programs will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

LONG-TERM DISABILITY (LTD) INSURANCE

At the beginning of each month, the County will pay to SBCPOA thirty-three dollars (\$33.00) times the number of Unit employees in regular positions at that particular time for the LTD plan administered by SBCPOA. Participation is mandatory for all employees. SBPCOA shall have sole fiduciary and administrative responsibility for the LTD program. 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 SBCPOA 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, Safety Management, Specialized Peace Officer, Specialized Peace Officer – Supervisory, and Firefighter groups.

Section 2

If any other bargaining unit that is currently in negotiations with the County (i.e., Attorney Unit, Emergency Services Unit, Nurses Unit, and Specialized Fire Services 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 Probation Unit said reduction, the compensation and/or benefit provisions 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 Unit, Emergency Services Unit, Nurses Unit, and Specialized Fire Services 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 Probation 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.

MEAL PERIODS

Meal periods are non-paid and non-working time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, appointing authorities shall allow employees a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

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) consecutive calendar days (160 working hours) exclusive of an absence due to a work related injury/illness; (2) submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours); (3) have exhausted all useable leave balances prior to initial eligibility – subsequent accruals will not affect eligibility; and (4) have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.
- (c) An employee is not eligible for Medical Emergency Leave if he or she is receiving workers' compensation benefits. An employee eligible for State Disability Insurance and/or Short Term Disability must agree to integrate these benefits with Medical Emergency Leave.
- (d) Vacation, holiday, administrative leave or annual leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours) not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, administrative leave, annual 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 of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center for Employee Health and Wellness or medical designee, is required.

- (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, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.
- (h) An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave or retirement credit unless fully integrating with disability payments.
- (i) Medical Emergency Leave hours will count towards the accountable hours used to determine Holiday Leave eligibility.
- (j) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- (k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals or shall be returned to the donor employee(s) to be utilized as follows:
 - (1) Employees who resign or die while on Medical Emergency Leave shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave 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 Center for Employee Health and Wellness to return to full time work shall have all unused Medical Emergency Leave converted to an equal amount of sick leave which will be available to the employee 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 Center for Employee Health and Wellness to return to work on a part time basis (less than the employee's normally scheduled hours of work per pay period) may record a combined total of work time and Medical Emergency Leave not to exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work.
- (l) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.
- (m) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.
- (n) All donors and donee shall sign release forms designed, retained and effected by the Human Resources Department.

MERIT ADVANCEMENTS

Section 1

The Work Performance Evaluation for a regular status employee shall be completed by the employee's immediate supervisor within six (6) pay periods prior to the employee's step advance due date for an employee not receiving the top step of their salary range. If such an employee is evaluated overall on the Work Performance Evaluation as "Meets Job Standards" or "Exceeds Job Standards" the employee will be granted the step advancement effective on the employee's step due date.

If no Work Performance Evaluation is filed prior to the employee's step due date the employee's step advance will not be granted, except as provided below:

In cases where no Work Performance Evaluation is filed by the employee's step due date, an employee should contact the departmental Payroll Specialist who shall contact the immediate supervisor to complete the Work Performance Evaluation within fifteen (15) working days. If the evaluation is not completed within this time frame, the employee shall submit a written request to the department Human Resources Officer to direct the completion of the evaluation. If the Work Performance Evaluation is not completed within thirty (30) work days, the employee shall be granted the merit step increase retroactive to the original step advance eligibility date.

If the employee is rated as "Meets Job Standards" or better, the employee will be granted the step advancement retroactive to the employee's step advance due date. If the employee is evaluated as overall "Unsatisfactory" or "Below Job Standards," the employee's step advance will not be granted, except as provided below.

Section 2

A denied step advancement can be granted following any sequence of a three (3) pay period review period of the employee's performance.

Section 3

Any dispute arising out of the content of a Work Performance Evaluation with an overall rating of "Below Job Standards" or "Unsatisfactory" may be processed in accordance with the appeal procedure in the Personnel Rules.

Section 4

It is agreed that the performance of any employee without regular status must be rated as "Meets Job Standards" or better prior to granting any merit step advancement.

NON-DISCRIMINATION

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

The parties agree that the provisions of this Agreement shall be applied equally to all employees covered hereby without favor or discrimination because of actual or perceived race, color, ancestry, sex, sexual orientation, age, physical or mental disability, medical condition, national origin, religion as defined by California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and other applicable federal and state law, or because of labor organization affiliation or non-affiliation.

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

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 SBCPOA 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.

OVERTIME

(a) General Provisions

- (1) 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 authority to arrange for the accomplishment of workload under their jurisdiction within a reasonable period of time. The County has the right to require overtime to be worked as necessary.
- (2) Definition – Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period, except as otherwise provided herein. For purposes of defining overtime, paid leave time shall be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.
- (3) 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 these Units 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.

(b) Overtime Compensation

- (1) Any employee 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 overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.
- (2) In lieu of cash payment upon request of the employee and approval of the appointing authority, an employee may accrue compensating time off at premium hours. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time which exceeds forty (40) hours, or for any hours on record immediately prior to promotion, demotion or termination of employment. 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.

- (c) Variable Work Schedule - For employees in the Probation Unit, an appointing authority with agreement of an affected employee, may arrange for that individual to take such time off as necessary to ensure that an employee's actual time worked does not exceed forty (40) hours within any given work period.
- (d) Work Period – For employees in the Probation Unit, the work period for purposes of overtime, established for employees in this Unit commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. The work period normally does not exceed forty (40) hours. Upon the approval of the appointing authority or designee, employees may establish alternate work schedules (i.e., a 9/80 work schedule) provided a work period can be established and agreed to in writing by the appointing authority and the employee which includes forty (40) hours work each work period. This provision does not otherwise limit the ability of the appointing authority to modify work schedules in accordance with the Article, "Standard Tour of Duty." Employees authorized by the appointing authority or designee to work an alternate work schedule will be required to adjust their work schedule to maintain forty (40) hours in a work period.

PAY PERIOD

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence at 12:01 a.m., 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. Paychecks shall be issued on the second Thursday following the end of the preceding pay period, provided that the Auditor/Controller may issue paychecks at an earlier date if possible.

PAYROLL ADJUSTMENTS

In situations involving overpayment to an employee by the County, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. In the event of an overpayment totaling twenty-five dollars (\$25) or less, the overpayment will be recovered in one pay period. The Auditor/Controller's office or Human Resources, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. 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. 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 for which the adjustment can be made, following timely submission of appropriate documentation to the Auditor/Controller's office, including necessary approval of the appointing authority and the Director of Human Resources.

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

PAYROLL DEDUCTIONS

It is agreed that SBCPOA membership dues, pager service fees, and insurance premiums for plans sponsored by SBCPOA 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 SBCPOA 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 SBCPOA, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than that constituting actual deductions made from employee wages earned. SBCPOA 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.

PEACE OFFICER BILL OF RIGHTS

The County recognizes that bargaining unit employees are covered by the Peace Officer Bill of Rights under Government Code 3300 et.seq.

PERSONNEL RECORDS

Personnel records are confidential and access to personnel records of the employee shall be limited to the Director of Human Resources, the appointing authority, the Board of Supervisors, or their authorized representatives. Employees currently employed by the County of San Bernardino, and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours. Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their appointing authority or Human Resources as appropriate. Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

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

PREHEARING DISCUSSIONS

The parties agree that prior to submitting any matter within the appeal jurisdiction of the Civil Service Commission for adjudication, other than disciplinary matters, both parties shall discuss such matters at the earliest moment.

All parties agree to provide full disclosure and to extend good faith efforts to resolve disputes through these discussions.

Upon declaration of impasse by either or both parties, the matter may be submitted to the Civil Service Commission within five (5) working days of such declaration.

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

PROBATIONARY PERIOD AND TRAINEE APPOINTMENTS

Probationary Period

- (a) The probationary period for positions in these Units shall be 1,600 service hours, except for trainees. 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 extended automatically for each hour during which the employee is on military leave or is on leave without pay. In situations where the employee is on modified duty or is continuously absent for eighty (80) or more consecutive hours because of occupational or non-occupational injury or illness, 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.

Trainee Appointments

- (b) A trainee appointment (i.e., Probation Officer I) is an appointment to a regular position made from an appropriate eligible list of a lower classification for a prescribed period of time, as provided in the class specification unless specifically modified by this Agreement, during which the employee must qualify for the higher classification or be terminated.

The original trainee appointment must be made on a competitive basis. During the period of a trainee appointment, the trainee shall have probationary status. Appointments to the higher classification are subject to a probationary period.

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 employee promoted into this Unit, shall receive at least the entrance rate of the new range or approximately a five percent (5%) salary increase whichever is greater; provided that no employee is thereby advanced above step 11 of the higher base salary range. At the discretion of the appointing authority and with the approval of the Director of Human Resources or designee, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the Director of Human Resources or designee.

PROSPECTIVE LAWSUITS

The parties agree that prior to filing lawsuits not seeking injunctive relief, 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.

RECRUITMENT/RETENTION SALARY ADJUSTMENT

The Director of Human Resources shall have the sole authority to recommend to the Chief Executive Officer application of a recruitment/retention salary adjustment for increased compensation only in situations where the Director of Human Resources or designated representative has determined such a need exists. Prior to implementation, the Director of Human Resources or designated representative shall meet and consult with the San Bernardino County Probation Officers Association. Such recommendation is subject to the approval of the Chief Executive Officer and effective at the beginning of the first full pay period following Board of Supervisors review and approval.

RECURRENT EMPLOYMENT

A recurrent appointment shall mean an appointment which is made for an indefinite period of time to provide for on-call or intermittent staffing needs related to variable workload/service demands attendant to such things as fluctuating census or population in institutions, special projects, and annually recurring seasonal peak workloads. Recurrent employees may remain on the payroll system year round for an indefinite period of time, and may be scheduled to work as needed over the course of one (1) or more years. Employees may not exceed 1,872 hours in a year without the express approval of the Director of Human Resources. Recurrent employees shall be compensated on an hourly basis only for hours actually worked unless otherwise provided for in this Agreement or required by law. Recurrent 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."

Recurrent employees shall cease accruing vacation leave. Any vacation leave earned through that date, shall remain available for the employee's use.

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 a recurrent capacity for the same or another appointing authority and be compensated as such pursuant to this Article, except for any vacation entitlement.

Recurrent 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 the employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from the employee's earnings. Maximum total contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by the Human Resources Division Chief, Employee Benefits and Services. This paragraph shall not apply to any employee who is otherwise covered by the County Retirement System.

REEMPLOYMENT

- (a) A regular employee who has separated from County employment, and who is subsequently rehired in the same classification in a regular position within a ninety (90) calendar day period, shall receive restoration of salary step, 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 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 Director of

Human Resources or designee. Upon approval, the employee shall begin accruing vacation and sick leave and will have same available for immediate use. The employee shall suffer a loss of seniority. The employee shall be required to serve a new probationary period, unless the probationary period is waived by the Director of Human Resources or designee. A new benefit date shall be established for purposes of seniority.

- (b) A regular employee who has separated from County employment, and who is subsequently rehired in the same classification in a regular position and who begins the first day of work between the 91st and 365th calendar day after separation, may receive restoration of salary step, vacation 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 any requirements established by the Retirement Board, including redeposit of funds), subject to the approval and conditions established by the appointing authority and the Director of Human Resources or designee. Upon approval, such employee shall begin accruing vacation and sick leave and will have same available for immediate use. The employee shall suffer loss of seniority and be required to serve a new probationary period. The Director of Human Resources or designee has the discretion to waive only the requirement of the reemployed to serve a probationary period. A new benefit date shall be established for purposes of seniority.

REFERRAL BONUS PROGRAM

- (a) The County shall make available to appointing authorities an employee Referral Bonus Program to assist in the recruitment of qualified individuals into hard-to-recruit regular positions in the Probation Unit, in accordance with the following guidelines:
- (1) Program Applicability – Appointing authorities may request authorization to apply the Referral Bonus Program to assist in filling regular positions in their departments. To apply, said position/classification must have had historical/demonstrable recruitment difficulty. The Human Resources Director shall have the sole authority to determine the applicability and duration of this program to each requested position/classification and shall certify applicability of the Program for each position, by assignment, department, and beginning and ending dates. Such determinations shall not be subject to the Grievance Procedure, or any other review or appeal.
 - (2) Bonus Eligibility – Any employee in a regular position who refers a qualified candidate for a position/classification certified for participation in this Program who is subsequently hired into a regular position may receive a referral bonus in accordance with the following.
 - (3) Method of Referral – To be eligible for the recruitment bonus, the County Application for Employment must contain the name of the referring individual on item 13 of the application.
 - (4) Bonus Amount and Method of Payment – The referring employee shall receive a bonus of \$500 for each referred candidate actually hired into a regular position, provided that the referred candidate completes 1,600 service hours. Said bonus shall be considered taxable income and subject to withholding.
 - (5) Limitations and Exclusions
 - (i) No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classifications prior to the beginning date certified by the Director of Human Resources for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the Director of Human Resources for that classification to be eligible for participation in the Referral Bonus Program.

- (ii) Individuals assigned to employee recruitment as a primary function of their position shall not be eligible to receive this Bonus.
- (iii) In cases where more than one Unit member is named as a “referring party,” the recruitment bonus shall be divided equally between the referring employees.
- (iv) In cases where the referred employee resigns or is terminated prior to completion of 1,600 service hours, the referral bonus shall not be paid.
- (v) The referral bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.

(b) This Article may be deleted by the County at the conclusion of this Agreement.

RELOCATION

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

RENEGOTIATION

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

The first order of business shall be negotiation of ground rules. By conclusion of the second meeting, ground rules shall be established regarding the form and procedure for exchanging further proposals and counter-proposals.

REST PERIODS

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

Regularly Scheduled Tour of Duty	No. and Limit of Rest Period
After 3 hours and through 6 hours	One – 15 Minute Rest Period
After 6 hours and through 8 hours	Two – 15 Minute Rest Periods
After 8 hours and through 10 hours	Two – 20 Minute Rest Periods
After 10 hours	One – 25 Minute Rest Period and One – 20 Minute Rest Period

RETIREMENT FORMULA

SBCPOA and the County agree to cooperate in taking whatever actions are necessary, including obtaining necessary legislation to implement a new retirement formula for employees newly-hired into a bargaining unit position.

RETIREMENT MEDICAL TRUST

A Retirement Medical Trust Fund will be established for eligible employees in the Probation Unit. The Trust will comply with all of the provisions of Section 501(c)(9) of the Internal Revenue Code (IRC). 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 participants (eligible employees who have separated from County service for reasons other than disability or death) or their eligible dependents as defined by IRC Section 152, 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 participants or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including qualified medical insurance payments) will also be non-taxable to the participants or the eligible dependents.

Section 1 – Sick Leave Conversion

Eligible employees are those employees in the Probation Unit who have contributed to the San Bernardino County Employees’ Retirement Association (SBCERA) or other public entity retirement and who have not withdrawn their contributions from those plans.

All eligible employees who hold regular positions in the county service, are currently members of SBCERA and who have worked for ten (10) years of continuous service from their date of hire, 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 a disability retirement or death, in accordance with the conditions described below:

<u>Amount of Remaining Sick Leave Hours</u>	<u>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%

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.

Section 2 – Disability

Eligible 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. Before sick leave balances can be transferred into the Trust, employees eligible for the Retirement Medical Trust Fund will be required to provide a signed affidavit that they have not applied for a disability retirement.

Section 3 – Contributions

Effective January 7, 2006, the County shall contribute to the Trust one half percent (0.5%) of the base biweekly salary of eligible employees who have completed more than one (1) year of regular service. Employees who have completed more than five (5) years of regular service shall have one percent (1%) of their base biweekly salary contributed to the Trust by the County.

Contributions to the Trust shall not be considered earnable compensation.

Section 4 – Trust Participant

Upon death of an eligible individual who was previously employed in the Unit 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.

RETIREMENT SYSTEM CONTRIBUTIONS

Section 1 – Eligibility

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

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

Section 2 – Employee Contributions

Retirement System contributions shall be paid by the Employee. Any employee Retirement System contribution obligations shall be "picked up" for tax purposes only pursuant to this Section. The Auditor/Controller-Recorder shall implement the pick-up of such Retirement System contributions under Internal Revenue Code Section 414(H)(2) effective with the earnings paid and contributions made on and after the effective date of this Article.

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

If the employee designates the pick up as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar (\$1.00); and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association.

If the employee does not file a designation, the contributions shall be made as employee contributions.

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. 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 3 – Special Provisions

Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employees' Retirement Law of 1937 shall not be paid in cash seven percent (7%) of earnable compensation.

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 already have or thereafter attain 30 years of service credit as set forth in Government Code section 31625.3 shall have one opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods.

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

Section 4 – Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees' Retirement Association (SBCERA)

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

RETURN-TO-WORK COMPENSATION

Section 1 – Purpose

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

Section 2 – On-Call Compensation

- (a) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed thirty (30) minutes.

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

Section 3 – Standby Compensation

- (a) Standby duty requires the employee to return a call or page as soon as practicable but not to exceed ten (10) minutes.
- (b) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, the employee shall arrive at the work site no later than the time it takes to commute between the employee’s home and the work site. Employees can also be given a designated time to report by the appointing authority or designee.
- (c) For employees in the Probation Unit, standby pay shall be compensated at minimum wage as provided by the California Industrial Welfare Commission for each full hour of standby duty or portion thereof. Standby hours under this provision shall count as hours worked for overtime purposes.
- (d) Examples of application of this provision for computing overtime:

Employee earning \$15.00 per hour works 40 hours in a work period, plus 20 hours of standby.

40 hours x \$15.00 (base salary rate) ¹	=	\$600.00
20 hours x \$ 8.00 (minimum wage)	=	<u>160.00</u>
		\$760.00

\$760.00 divided by 60 hours worked (regular rate of pay)² = \$ 12.67

Pay for this week would be:

40 hours regular pay	=	\$600.00
20 hours standby x \$8.00 per hour	=	<u>160.00</u>
20 hours overtime (\$12.67 x .5)	=	<u>126.70</u>
TOTAL PAY		\$886.70

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

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

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

Section 4 – Call-Back Compensation

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

SALARY ADJUSTMENT

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 the step placement within the base salary range as provided in this Agreement as appropriate.

SALARY ADJUSTMENT TRIGGERS

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

SALARY RATES AND STEP ADVANCEMENTS

Section 1 – Step Advancements

- (a) 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 or 12, if applicable, 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 from an employee’s most recent date of hire into a regular position, 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. 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.

Step advancements within a base salary range shall be based upon one (1) step increments.
Examples:

Hire step	1	2
After 1,040 hours*	2	3
After additional 2,080 hours*	3	4
After additional 2,080 hours*	4	5
After additional 2,080 hours*	5	6
After additional 2,080 hours*	6	7

*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.

Section 2 – Transitional Pay

The County recognizes that SBCPOA is eligible for safety retirement (e.g., 3%@50). However, in lieu of safety retirement the County agrees to implement transitional pay. Current bargaining unit employees who have completed fifteen (15) or more years of continuous completed service in a regular position shall receive transitional pay above their base rate of pay, as indicated below, based on the total hours of continuous completed service in a regular position with the County. Transitional pay shall be excluded when determining the appropriate rate of pay for promotion or demotion. Employees who qualify for transitional pay shall begin to receive the pay beginning the first full pay period following Board of Supervisors approval of this Agreement.

Effective at the beginning of the first full pay period following Board of Supervisors Approval of this Agreement, which is on or about October 6, 2012:

<u>COMPLETED SERVICE HOURS</u>	
31,200 (15 years)	2.0%
41,600 (20 years)	An additional 2.0% for a total of 4%
52,000 (25 years)	An additional 4.0% for a total of 8.0%

Nothing herein precludes SBCPOA from negotiating safety retirement in the future.

SHORT-TERM DISABILITY

The County agrees to pay the premium for short-term disability insurance for all employees in regular positions budgeted for forty (40) or more hours per pay period who have completed at least two (2) pay periods of continuous service, each with a minimum of one-half plus one of scheduled hours of regular paid time. The short-term disability insurance plan benefit coverage shall include a provision for a seven (7) consecutive calendar day waiting period from the first day of disability before benefits begin. Benefits shall be fifty-five percent (55%) of base salary up to a weekly maximum established by the State of California for the State Disability Insurance fund. Benefit payments terminate when the employee is no longer disabled, or upon termination of employment from the County, or after fifty-two (52) weeks of disability.

Other benefit conditions shall be determined exclusively by the County consistent with State Disability Insurance practices.

STANDARD TOUR OF DUTY

The standard tour of duty represents the time that an employee is regularly scheduled to work. The employee shall be present at their 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 that 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 that 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) and SBCPOA indicating the proposed change prior to its implementation. Any such modifications or changes may not be implemented until each 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. Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit as defined below; and where SBCPOA 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 department, division or work unit, or (c) all employees within a specific classification in the Unit.

TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES

Section 1 – General

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

Section 2 – Eligibility Criteria

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

Section 3 – Assignment Criteria

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

Section 4 – Compensation

- (a) Vacant Higher Level Position - Employees performing the duties of a vacant higher level regular position shall be entitled to a salary rate increase to the higher level for the time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion. The employee shall be eligible for step advances in the higher level position in accordance with the Salary Rate and Step Advancement and Merit Advancement Articles. The employee shall continue to receive leave and benefits associated with his/her pre-assignment Unit. Differentials and other compensation shall be paid only if applicable to the higher level position assignment. Overtime compensation shall be administered according to the FLSA-status of the higher level position. Upon completion of assignment, the employee shall be returned to his/her former position classification and pre-assignment salary step. If, while on the temporary assignment, the employee's step due date occurs, the employee shall receive their salary step effective the pay period they are returned to their former classification; provided, however, that the employee received a Work Performance Evaluation of at least "Meets Job Standards" while on the temporary assignment. If the employee was due a step advance while on the temporary assignment and

no evaluation has been completed or if the employee was not rated at least "Meets Job Standards," the employee shall be evaluated within three (3) pay periods of return to former classification, and if rated at least "Meets Job Standards," the employee shall receive his/her step advance retroactive to the date of return to former classification. Under no circumstances will the step advancement be retroactive beyond the date of the return to former classification. Step placement upon promotion to the same or other higher level position following completion of the temporary assignment will be determined based upon salary rate in the pre-assignment position in accordance with the Promotions Article.

- (b) Project compensation shall be in the form of a specified percentage of the employee's base pay paid each pay period. The Director of Human Resources or designee will determine the amount in increments of one-half percent (0.5%) from a minimum of two and one-half percent (2.5%) up to a maximum of seven and one-half percent (7.5%). The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. The bonus shall be considered earnable compensation and shall be considered part of the employee's regular rate of pay for purposes of calculating overtime, if applicable. Such increases in pay shall not affect the employee's step advancement in the base range pursuant to the Article on "Salary Rates and Step Advancements."

Section 5 – Administration

Requests for Temporary Performance Compensation may be initiated by the appointing authority or an employee via the appointing authority. The appointing authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this Article. Requests for Temporary Performance Compensation shall be reviewed by the Director of Human Resources or designee. It is important to obtain Human Resources Department review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Temporary Performance Compensation is to be effective only with the Director of Human Resources written approval, assignment of the greater level of duties, and signed acceptance by the employee.

Section 6 – Limitations/Exclusions

- (a) The provisions of this Article shall not be utilized to circumvent the provisions of or provide additional compensation over and above that which may be provided in the Article on "Classification." The Articles, "Temporary Performance of Higher Level Duties" and "Classification" are mutually exclusive concepts and as such there shall be no dual or multiple requests and/or appeals, where the latter is applicable for a single situation.
- (b) Under no circumstances will Temporary Performance Compensation be granted retroactively.
- (c) Denial of compensation shall not be subject to review, appeal, or the grievance procedure.
- (d) 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.

TERM

The term of this Memorandum of Understanding shall commence upon approval by the Board of Supervisors, and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) September 19, 2014. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of September 19, 2014, the terms and conditions of this Memorandum of Understanding shall continue until the dispute resolution procedure has been exhausted under the provisions of the Employee Relations Ordinance.

TIME AND LABOR REPORTS

Time and Labor Reports should normally be completed and submitted by the employee. Electronic submission (e-Time) by the employee shall constitute the employee's electronic signature. In the absence of the employee, the supervisor may submit the employee's time without the employee's signature.

Payroll Specialists shall make every effort to contact the employee regarding any correction to the time shown on said report and explain the reasons for the change before the report is submitted to the Auditor/Controller's office for processing. E-Time amendments shall be processed in accordance with e-Time procedures. Unless otherwise provided in the Agreement, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

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

TRAINING PAY

In the second full pay period following Board approval of this Agreement and the second pay period of September of each year thereafter, during the term of this Agreement, Unit employees who have completed yearly Standards and Training Corrections Certification in the prior fiscal year and remain in the unit in the pay period in which it is paid, shall receive a one-thousand dollar (\$1,000) training allowance. The Probation Department Training Unit will verify completion of required training for eligible employees. Employees who have completed the certification by the end of the prior fiscal year, but are on a leave of absence at the time it is payable in September, will receive the training pay upon their return to work. Such payment shall be considered compensation earnable for retirement purposes for employees hired before January 1, 2013.

TUITION REIMBURSEMENT AND MEMBERSHIP DUES

Section 1

In conjunction with SBCPOA, the County has established 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 County's Performance, Education and Resource Center.

Section 2

The County will establish a career development, training, and education fund of forty-one thousand dollars (\$41,000) each fiscal year for use by employees in a regular bargaining unit position. Each employee shall be limited to three thousand dollars (\$3,000) per fiscal year. This fund will be administered by the Performance Education and Resource Center 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 the County.

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.

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, the Article on Promotions shall govern such employee's step placement in the new salary range.

USE OF BULLETIN BOARDS

The County will furnish a reasonable portion of existing bulletin board space for notices of SBCPOA. 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 SBCPOA meetings, agenda and minutes.
- (b) Information on SBCPOA elections and the results.
- (c) Information regarding SBCPOA social, recreational, and related news bulletins.
- (d) Reports of official business of SBCPOA, including reports of committees or the Board of Directors.

Posted notices or notices distributed through the County mail system 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 involve the County or its relations with County employees. All notices to be posted must be dated and signed by an authorized representative of SBCPOA, with a copy to be submitted (delivered or faxed) to the Human Resources Employee Relations Chief for review prior to posting.

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 SBCPOA 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 SBCPOA at that work location.

USE OF COUNTY RESOURCES

SBCPOA 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 SBCPOA from the appropriate appointing authority or designated representative. SBCPOA shall be held fully responsible for any damages to and the security of any County facilities that are used by SBCPOA. No County vehicles, equipment, computers, time, or supplies may be used in connection with any activity of SBCPOA, except as may be otherwise provided in this Agreement.

The printing of the Memorandum of Understanding shall be undertaken by competitive bid with the costs for all Units jointly shared by the County and by SBCPOA.

The printing of the Memorandum of Understanding shall be undertaken by competitive bid with the costs for all Units jointly shared by the County and by SBCPOA.

VISION CARE INSURANCE

Subject to carrier requirements, the County will pay the premiums for vision care insurance for employees (employee-only coverage) in regular positions scheduled at least forty-one (41) hours per pay period. Eligible employees may elect to purchase coverage for their dependents pursuant to the Section 125 Premium Conversion Plan in Section 2 of the Benefit Plan Article.

Eligible employees may elect to enroll their dependents beginning with the County's next Open Enrollment period. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining dependent status, such as birth, adoption, marriage, or registration of domestic partnership.

A dependent must be removed mid-plan year when the dependent becomes ineligible for coverage, for example, divorce, over age dependent or termination of domestic partnership.

VOLUNTARY TIME OFF

Voluntary Time Off (VTO) Program is intended to provide employees a means of taking unpaid time off work without losing benefits, which depend on the employee being in a paid status. The following conditions apply:

- (a) VTO may be taken in the same manner as vacation time except that the increment is one (1) hour and is limited to eighty (80) hours per calendar year. An employee requesting VTO must have leave balances, excluding sick leave, that equal or exceed the amount of VTO being requested.
- (b) When VTO is taken, leave accruals continue as if the employee was on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee take the vacation time off during the first thirteen (13) pay periods of the following calendar year. VTO time counts as time worked toward satisfying the required hours to receive the Benefit Plan.
- (c) VTO does not count as hours worked for purposes of computing overtime. Benefits from the Retirement System Contribution Article will only be paid if the employee is in a paid status at least forty (40) hours in any pay period in which VTO is used.
- (d) VTO may not be used for situations that would otherwise require Leave Without Pay, or in conjunction with Leave Without Pay. VTO may be used only by an employee who is otherwise on paid status.
- (e) VTO is an entirely voluntary program. No employee may be required to take VTO. VTO may be taken by request of the employee and upon approval of the appointing authority.

APPENDIX A

APPROVAL BY BOARD OF SUPERVISORS

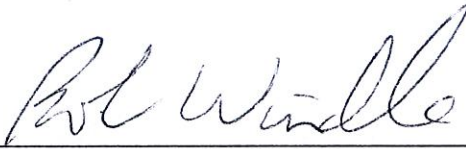
This Agreement is subject to approval by the Board of Supervisors. The parties hereto agree to perform whatever acts are necessary, both jointly, and separately, to urge the Board to approve and enforce this Agreement.

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: October 2, 2012

COUNTY OF SAN BERNARDINO

SAN BERNARDINO COUNTY PROBATION OFFICERS ASSOCIATION



BOB WINDLE
Assistant Director of Human Resources



RICQUE BELLUSCIO
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

OCT 02 2012
Date
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LARUE H. WELCH Clerk of the Board of Supervisors of the County of San Bernardino
BY _____ Deputy

APPENDIX B – SALARY RANGES

16280	Probation Officer I	46
16281	Probation Officer II	54
16282	Probation Officer III	57

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
46 Hourly	20.30	20.82	21.31	21.85	22.40	22.95	23.52	24.10	24.68	25.29	25.95
Appx. Bi-wkly	1,624.00	1,665.60	1,704.80	1,748.00	1,792.00	1,836.00	1,881.60	1,928.00	1,974.40	2,023.20	2,076.00
Appx. Monthly	3,518.67	3,608.80	3,693.73	3,787.33	3,882.67	3,978.00	4,076.80	4,177.33	4,277.87	4,383.60	4,498.00
Appx. Annual	42,224.00	43,305.60	44,324.80	45,448.00	46,592.00	47,736.00	48,921.60	50,128.00	51,334.40	52,603.20	53,976.00
54 Hourly	24.68	25.29	25.95	26.56	27.21	27.88	28.57	29.28	30.01	30.75	31.51
Appx. Bi-wkly	1,974.40	2,023.20	2,076.00	2,124.80	2,176.80	2,230.40	2,285.60	2,342.40	2,400.80	2,460.00	2,520.80
Appx. Monthly	4,277.87	4,383.60	4,498.00	4,603.73	4,716.40	4,832.53	4,952.13	5,075.20	5,201.73	5,330.00	5,461.73
Appx. Annual	51,334.40	52,603.20	53,976.00	55,244.80	56,596.80	57,990.40	59,425.60	60,902.40	62,420.80	63,960.00	65,540.80
57 Hourly	26.56	27.21	27.88	28.57	29.28	30.01	30.75	31.51	32.30	33.11	33.93
Appx. Bi-wkly	2,124.80	2,176.80	2,230.40	2,285.60	2,342.40	2,400.80	2,460.00	2,520.80	2,584.00	2,648.80	2,714.40
Appx. Monthly	4,603.73	4,716.40	4,832.53	4,952.13	5,075.20	5,201.73	5,330.00	5,461.73	5,598.67	5,739.07	5,881.20
Appx. Annual	55,244.80	56,596.80	57,990.40	59,425.60	60,902.40	62,420.80	63,960.00	65,540.80	67,184.00	68,868.80	70,574.40