

MEMORANDUM OF UNDERSTANDING

SAFETY MANAGEMENT AND SUPERVISORY UNIT

2019 – 2024



County of San Bernardino
and
San Bernardino County
Sheriff's Employees' Benefit Association

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

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

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

- (a) The maximum size of the poster will be 8 1/2" X 11".
- (b) The content of the poster will only include the candidate's name, picture, the position being sought and information relating to the candidate's qualifications and position on salient issues.
- (c) The poster must be approved by the SEBA Executive Committee and the Sheriff's Department before posting.

USE OF COUNTY RESOURCES

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

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

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

VISION CARE INSURANCE

The County will pay the full premiums for vision care insurance for all employees in a paid status and eligible dependents. The County agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance. Employees and eligible dependents, will have the option of enrolling in COBRA continuation coverage provided they meet the COBRA requirements.

WAGE DIFFERENTIALS

Section 1 – Special Circumstances Pay

Sheriff's Sergeants in regular positions who are assigned as resident commanders to work and reside in the communities of Parker Dam, Havasu Landing, Trona, Wrightwood, and Lucerne Valley shall be compensated an additional ten and one-half percent (10.5%) above their base salary as provided in Appendix B. In addition, such Sheriff's Sergeants shall receive a pay differential of one hundred forty-three dollars and seventy-five cents (\$143.75) per pay period.

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Incumbents of these positions are not eligible for any overtime compensation under the Article on Overtime of this Agreement. The Sheriff shall designate the geographic boundaries of these communities for the purpose of defining residency requirements for eligibility for Special Circumstances Pay.

Section 2 – Flight Pay

The parties jointly agree that Safety Management and Supervisory Unit employees officially assigned to the Sheriff's Emergency Services Bureau/Aviation Division and who are assigned to act as pilots or observers shall receive a wage differential for flight pay. The wage differential for pilots shall be fifteen percent (15%) above the base rate of pay as provided in Appendix B. Effective August 6, 2016, the wage differential for observers shall be ten percent (10.0%) above the base rate of pay as provided in Appendix B.

Section 3 – Arson/Bomb Hazard Pay

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

Section 4 – Motorcycle Officer Hazard Pay

Safety Management & Supervisory Unit employees who are assigned in the normal course of their regular duties to perform as a Motorcycle Traffic Officer shall receive a pay differential of one dollar and seventy-five cents (\$1.75) per actual hour worked operating a motorcycle per pay period above the base rate of pay as provided in Appendix B. Leave types (e.g., sick leave, annual leave, etc.), with the exception of Labor Code 4850 leave, shall not be considered hours worked for the purpose of this section.

Section 5 – Canine Officer Pay

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

Section 6 – Bilingual Pay

Effective August 6, 2016, employees who are in positions designated by the appointing authority which require employees to perform bilingual translation as a part of their regular duties shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent in job-related translation skills by the Human Resources Department via examination to be eligible for such compensation. Compensation shall be fifty dollars (\$50.00) per pay period.

The number of employees receiving bilingual compensation shall not exceed fifteen percent (15%) of the Unit's total number of employees. The Human Resources Department and the appointing authority shall jointly make the sole determination of specific language competencies to be compensated under this Article.

The Human Resources Department will have the sole authority to compose and administer the examination process and certify the employee's competency.

Section 7 – Longevity Pay

Effective March 14, 2020, the County shall establish a two percent (2.0%) longevity pay for employees who have completed 20 years of continuous County service. Longevity pay will be paid above the base rate of pay and will be paid on all paid hours up to an employee's standard hours. Longevity Pay and shall not be considered when

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determining the appropriate rate of pay for a promotion or demotion. A year of completed continuous County service is defined as 2,080 continuous service hours with the County.

Section 8 – Field Incentive Pay

Effective July 18, 2020, the County shall establish a Field Incentive Pay for employees who are assigned to the "field" and are "patrol certified." "Field" shall be defined as all assignments, except Court Services (excluding Civil Division field positions) and Corrections including Type I Jails. "Patrol certified" is defined as an employee having successfully completed the FTO Program and one year on patrol. The Incentive pay shall be two and one half percent (2.5%) above the employee's base rate of pay and will be paid on all paid hours up to an employee's standard hours.

Employees in the classification of Sergeant, Lieutenant, or DA Supervising Investigator who are patrol certified shall retain the field incentive pay regardless of field experience or station assignment, as long as he/she remains in that rank classification or higher.

WORK DISRUPTION

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

**CONSOLIDATED
MEMORANDUM OF UNDERSTANDING**

2019 – 2023

**ADMINISTRATIVE SERVICES; CLERICAL;
CRAFT, LABOR & TRADES;
MANAGEMENT; SUPERVISORY;
NURSES SUPERVISORY & MANAGEMENT;
AND
TECHNICAL & INSPECTION UNITS**



Neonatal Intensive Care

Section 26 – Medical Imaging Specialty Differential

Special Procedures Radiological Technologist's and Contract Special Procedures Radiological Technologist's who possess and maintain licenses/certifications and competencies required to provide care to patients in multiple medical imaging areas, and who make themselves available to work in those units, shall receive a differential of five percent (5.00%) above their base hourly rate for all hours actually worked (i.e., REG hours), up to their standard hours per pay period. All technologists must perform X-rays as assigned and two or more of the following specialty areas to be eligible: CT, MRI, IR, Cath Lab, or Angio.

Section 27 – Chemotherapy Certification Pay

Effective the pay period following Board approval of the MOU, any Unit Manager or Assistant Unit Manager I who maintains appropriate certifications and is required to regularly administer chemotherapy treatments shall receive certification pay of \$1,000 per year, payable in semi-annual installments. Such payments shall be made in the first full pay period in January and July of each year.

Section 28 – Correctional Certification Differential (Probation and Sheriffs)

Effective the pay period following Board approval of the MOU, the County shall establish a \$1.00/hour Correctional Certification Differential for employees in the classification of Supervising Correctional Nurse I, Supervising Correctional Nurse II, Sheriff's Nurse Supervisor I, and Sheriff's Nurse Supervisor II who attain and maintain a certificate as a Correctional Health Professional – RN (i.e., CCHP – RN). The differential shall be paid for all hours actually worked, up to a nurse's standard hours per pay period.

Section 29 – American Institute of Certified Planners Differential

Effective the pay period following Board approval of the MOU, the County shall establish a \$0.50/hour American Institute of Certified Planner Differential for employees in the classification of Planner Trainee, Planner I, Planner II, Planner III, Supervising Planner, and Planning Manager who attain and maintain a certificate as an American Institute Certified Planner. The differential shall be paid for all hours actually worked, up to an employee's standard hours per pay period.

Section 30 – DNA Lead Differential

Effective the pay period following Board approval of the MOU, the County shall establish a \$1.00/hour DNA Lead Differential for the Criminalist III who is the assigned DNA Lead employee. The differential shall be paid for all hours actually worked while performing as the assigned DNA Lead, up to the employee's standard hours per pay period.

Section 31 – Canine Officer Pay

Effective the pay period following Board approval of the MOU, employees in the classification of Victim Advocate II assigned to the District Attorney's Office who are assigned by the Appointing Authority to care for a Department Canine will be compensated eight (8) hours of pay each pay period at the employee's base rate of pay in order to provide care, feeding and maintenance to the Canine for the Department. Such time will be considered hours worked for the purposes of

calculating overtime. This compensation shall not be paid during any period of extended leave, e.g., more than 80 consecutive hours, during which the employee is no longer responsible for caring for the Canine.

Section 32 – Community Crisis Response Team (CCRT)

Effective the pay period following Board approval of the MOU, employees in the classification of Mental Health Clinic Supervisor who are regularly assigned to the Community Crisis Response Team (i.e., the usual assignment where the employee performs his/her work duties) shall receive a differential of two dollars (\$2.00) per hour over and above their base hourly rate for all hours actually worked, up to their standard hours per pay period.

Section 33 – Sheriff's Crime Scene Specialist International Association for Identification Certification Differential

Effective the pay period following Board approval of the MOU, the County shall establish a differential for employees in the classification of Sheriff's Crime Scene Specialist I, II, III, Lead, and Supervisor who attain and maintain a Crime Scene Investigator Certification, Crime Scene Analyst Certification, or Senior Crime Scene Analyst Certification from the International Association for Identification. The differential amounts provided below shall be paid for all hours actually worked, up to an employee's standard hours per pay period. Additionally, the differential amounts shall not be cumulative. For example, an employee who has a Crime Scene Investigator Certification and a Crime Scene Analyst Certification shall be eligible for the 2.50% Crime Scene Analyst Certification Differential only.

Classification	Crime Scene Investigator Certification	Crime Scene Analyst Certification	Senior Crime Scene Analyst Certification
Sheriff's Crime Scene Specialist I, II, III, Lead, and Supervisor	1.00% above base hourly rate	2.50% above base hourly rate	3.50% above base hourly rate

Section 34 – Tenprint Fingerprint Certification Differential

Effective the pay period following Board approval of the MOU, the County shall establish a differential for employees in the classification of Fingerprint Examiner II who attain and maintain a Tenprint Fingerprint Certification. The differential shall be 2.00% of employee's base hourly rate and paid for all hours actually worked up to an employee's standard hours per pay period. The Tenprint Fingerprint Certification differential and the Latent Print Certification Differential in Section 35 of this article are not cumulative.

Section 35 – Latent Print Certification Differential

Effective the pay period following Board approval of the MOU, the County shall establish a differential for employees in the classification of Latent Fingerprint Examiner who attain and maintain a Latent Print Certification. The differential shall be 3.50% of employee's base hourly rate and paid for all hours actually worked up to an employee's standard hours per pay period. The Latent Print Certification Differential and the Tenprint Fingerprint Certification differential in Section 34 of this article are not cumulative.

MEMORANDUM OF UNDERSTANDING

SAFETY UNIT

2019 – 2024



**County of San Bernardino
and
San Bernardino County
Sheriff's Employees' Benefit Association**

authorized representative. County equipment, materials, supplies, or interdepartmental mail systems shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by County employees during their regular work time. In cases where SEBA represents more than one (1) authorized employee representation unit at a work location, the space described above will become the bulletin board space for all employees represented by SEBA at that work location.

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

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- (b) The content of the poster will only include the candidate's name, picture, the position being sought and information relating to the candidate's qualifications and position on salient issues.
- (c) The poster must be approved by the SEBA Executive Committee and the Sheriff's Department before posting.

USE OF COUNTY RESOURCES

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

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VISION CARE INSURANCE

The County will pay the full premiums for vision care insurance for all employees in a paid status and eligible dependents. The County agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance. Employees and eligible dependents who are no longer eligible, will have the option of enrolling in COBRA continuation coverage provided they meet COBRA requirements.

WAGE DIFFERENTIALS

Section 1 – Special Circumstances Pay

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

Section 2 – Flight Pay

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

Section 3 – Bilingual Pay

Employees who perform bilingual translation as part of their regular duties shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent in job-related translation skills by the Human Resources Department via examination to be eligible for such compensation. Compensation shall be fifty dollars (\$50.00) per pay period.

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

The Human Resources Department will have the sole authority to compose and administer the examination process and certify the employee's competency.

Section 4 – Arson/Bomb Hazard Pay

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

Section 5 – Coroner Duties Pay

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

Section 6 – Motorcycle Officer Hazard Pay

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

Section 7 – Field Training Officer

Effective July 8, 2006, employees who are assigned to perform the full duties of a Field Training Officer (FTO) shall receive a pay differential of two and one-half percent (2.5%) above the employee's base rate of pay per pay period as provided in the Salary Adjustments Article of this Agreement. This differential shall only be paid while the employee is serving as an FTO. Leave types (e.g., sick leave, annual leave, etc.), with the exception of Labor Code 4850 leave for the period the employee would have been

assigned to perform Field Training Officer duties, shall not be considered hours worked for the purpose of this section.

Section 8 – Canine Officer Pay

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

Section 9 – Longevity Pay

Effective March 14, 2020, the County shall establish a two percent (2.0%) longevity pay for employees who have completed 20 years of continuous County service. Longevity pay will be paid above the base rate of pay and will be paid on all paid hours up to an employee's standard hours. Longevity Pay and shall not be considered when determining the appropriate rate of pay for a promotion or demotion. A year of completed continuous County service is defined as 2,080 continuous service hours with the County.

Section 10 – Field Incentive Pay

Effective July 18, 2020, the County shall establish a Field Incentive Pay for employees who are assigned to the "field" and are "patrol certified." "Field" shall be defined as all assignments, except Court Services (excluding Civil Division field positions) and Corrections including Type I Jails. "Patrol certified" is defined as an employee having successfully completed the FTO Program and one year on patrol with a "Meets Standards" or higher Work Performance Evaluation. The Incentive pay shall be two and one half percent (2.5%) above the employee's base rate of pay and will be paid on all paid hours up to an employee's standard hours.

Employees who receive the Field Incentive Pay and have a combined total of 12 years of field service while patrol certified shall be eligible to maintain the incentive pay upon being reassigned to a non-field assignment.

A patrol certified employee with less than 12 years of combined field experience who voluntarily or through reassignment is assigned to a non-field assignment will no longer receive the field incentive pay upon reassignment. Alternatively, if a patrol certified employee with less than 12 years of field experience is promoted (including to a non-field Detective/Corporal, DA Investigator, or DA Senior Investigator position) the employee would retain the field incentive pay as long as he/she remains in that rank classification or higher.

WORK DISRUPTION

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

Exhibit E: Page 16
SIDE LETTER
SEBA – Specialized Fire Services Unit

Canine Assignment Pay

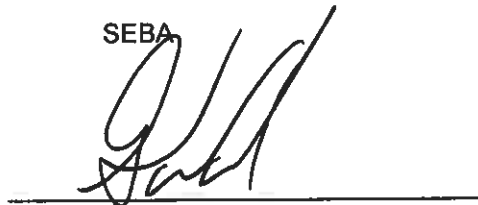
Employees assigned by the Appointing Authority to care for a Department Canine will be compensated eight (8) hours of pay each pay period at the employee's base rate of pay in order to provide care, feeding and maintenance to the Canine for the Department. Such time will be considered hours worked for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

Date Agreed: 2/19/21

County Fire

A handwritten signature in black ink, appearing to be "Bob [unclear]", written over a horizontal line.

SEBA

A handwritten signature in black ink, appearing to be "John [unclear]", written over a horizontal line.