

County Counterproposal _____

ACCESS TO PERSONNEL RECORDS

ALL UNITS

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.

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

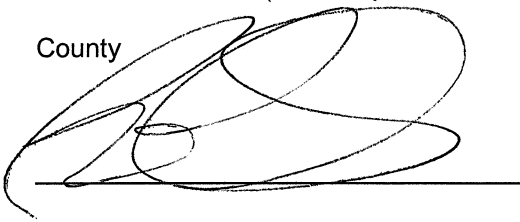
Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

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

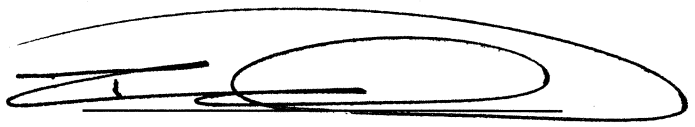
Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their appointing authority or Human Resources as appropriate.

Date Agreed: 6/19/19

County



Teamsters Local 1932



ACCESS TO WORK LOCATIONS

ALL UNITS

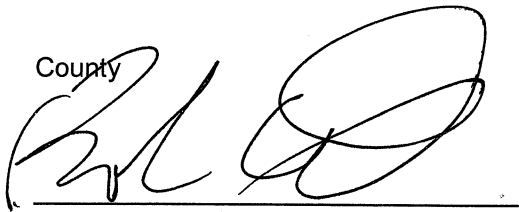
The parties recognize and agree that in order to maintain good employee relations, it is necessary for ~~Labor Relations~~ Representatives of Teamsters to confer with County employees during working hours.

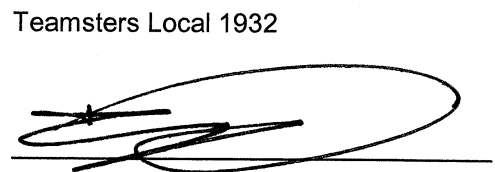
Therefore, Teamsters ~~Labor Relations~~ Representatives will be granted access to work locations during regular working hours to investigate and process grievances or appeals, or meet with members for the purpose of representing members in their relations with the County. Teamsters Labor Relations Representatives shall be granted access upon obtaining authorization from the appointing authority or designated management representative prior to entering a work location and after advising of the general nature of the business. However, the appointing authority or designated management representative may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of County operations. The appointing authority shall not unreasonably withhold timely access to work locations. The appointing authority shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the appointing authority or designated management representative shall establish a mutually agreeable time for access to the employee.

Teamsters ~~Labor Relations~~ Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

The appointing authority or designated management representative may mutually establish with the Teamsters ~~Labor Relations~~ Representative 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 Teamsters access right to work locations.

Date Agreed: 12/20/18

County


Teamsters Local 1932


ADMINISTRATIVE LEAVE

MANAGEMENT UNIT AND "MANAGEMENT LEVEL" NURSES IN THE NURSES SUPERVISORY AND MANAGEMENT UNIT (i.e., Clinical Director II, Clinical Director I, Unit Manager, Clinic Unit Manager)

Effective pay period 1 of each year, an employee in a regular position who is in paid status will be provided with eighty (80) hours of administrative leave time for the employee's use. An employee who is not in paid status (i.e., not coding paid hours) who later returns to paid status during that calendar year or Employees hired after the beginning of pay period 1, shall be credited with administrative leave prorated on a monthly basis, based upon the annual rate of eighty (80) hours (i.e., 6.67 hours per month, or any portion thereof). Such administrative leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour one (1) time during the calendar year to the extent that the hours would have accrued at the rate of 6.67 hours per month minus any hours used up to that time. Any administrative leave accrual balances in effect at the end of pay period 26 of each year (or if applicable, pay period 27) will automatically be paid at the employee's then current base rate of pay. Employees may designate that cash-out of administrative leave be allocated to the County's Section 457 Deferred Compensation Plan consistent with the requirements and restrictions of such Plan. Upon termination of employment or appointment to a position in another occupational unit, unused administrative leave will be paid at the employee's current base rate of pay only by the amount of hours that would have been accrued at the rate of 6.67 hours per month minus the total number of hours previously used and cashed out.

Administrative leave may be used on the same basis and under the same conditions as vacation leave. Employees may only submit amended Time and Labor Reports to charge or restore administrative leave for pay periods in which another leave type was requested, approved and charged, if such amended Time and Labor Reports are submitted within two (2) pay periods of the pay period to be amended.

SUPERVISORY UNIT

Effective pay period 1 of each year, an employee in a regular position who is in paid status will be provided with forty (40) hours of administrative leave time for the employee's use. An employee who is not in paid status (i.e., not coding paid hours) who later returns to paid status during that calendar year or Employees hired after the beginning of pay period 1, shall be credited with administrative leave prorated on a monthly basis, based upon the annual rate of forty (40) hours (i.e., 3.33 hours per month, or any portion thereof). Such administrative leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour one (1) time during the calendar year to the extent that the hours would have accrued at the rate of 3.33 hours per month minus any hours used up to that time. Any administrative leave accrual balances in effect at the end of pay period 26 of each year (or if applicable, pay period 27) will automatically be paid at the employee's then current base rate of pay. Employees may designate that cash-out of administrative leave be allocated to the County's Section 457 Deferred Compensation Plan consistent with the requirements and restrictions of such Plan. Upon termination of employment or appointment to a position in another occupational unit, unused administrative leave will be paid at the employee's current base rate of pay only by the amount of hours that would have been accrued at the rate of 3.33 hours per month minus the total number of hours previously used and cashed out.

Administrative leave may be used on the same basis and under the same conditions as vacation leave. Employees may only submit amended Time and Labor Reports to charge or restore administrative leave for pay periods in which another leave type was requested, approved and charged, if such amended Time and Labor Reports are submitted within two (2) pay periods of the pay period to be amended.

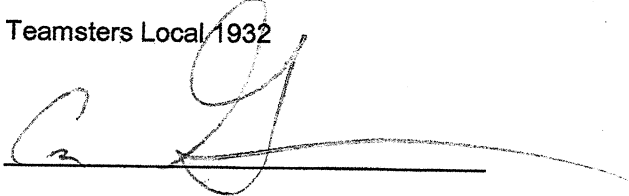
NURSES SUPERVISORY AND MANAGEMENT-NURSES UNIT EXCLUDING "MANAGEMENT LEVEL" NURSES IN THE UNIT (i.e., Clinical Director II, Clinical Director I, Unit Manager, Clinic Unit Manager)

Effective pay period 1 of each year, an employee in a regular position who is in paid status will be provided with forty (40) hours of administrative leave time for the employee's use. An employee who is not in paid status (i.e., not coding paid hours) who later returns to paid status during that calendar year or Employees hired after the beginning of pay period 1, shall be credited with administrative leave prorated on a monthly basis, based upon the annual rate of forty (40) hours (i.e., 3.33 hours per month, or any portion thereof). Such administrative leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour one (1) time during the calendar year to the extent that the hours would have accrued at the rate of 3.33 hours per month minus any hours used up to that time. Any administrative leave accrual balances in effect at the end of pay period 26 of each year (or if applicable, pay period 27) will automatically be paid at the employee's then current base rate of pay. Employees may designate that cash-out of administrative leave be allocated to the County's Section 457 Deferred Compensation Plan consistent with the requirements and restrictions of such Plan. Upon termination of employment or appointment to a position in another occupational unit, unused administrative leave will be paid at the employee's current base rate of pay only by the amount of hours that would have been accrued at the rate of 3.33 hours per month minus the total number of hours previously used and cashed out.

Administrative leave may be used on the same basis and under the same conditions as vacation leave. Employees may only submit amended Time and Labor Reports to charge or restore administrative leave for pay periods in which another leave type was requested, approved and charged, if such amended Time and Labor Reports are submitted within two (2) pay periods of the pay period to be amended.

Date Agreed: 3/13/19

County 

Teamsters Local 1932 

AGREEMENT INCENTIVE

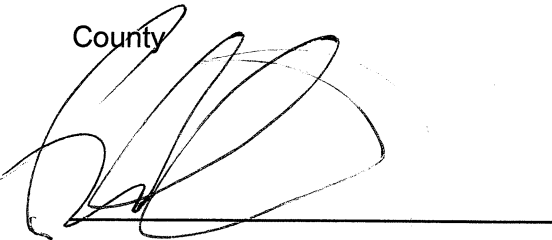
ALL UNITS

~~An employee who was eligible for the agreement incentive under the previous Memorandum of Understanding (2014—2017) who did not receive the agreement incentive due to the employee not being in a paid status in pay period 15/2014, and who has not yet returned to paid status, must return to paid status in a regular Teamsters represented bargaining unit position by June 23, 2017 in order to receive the agreement incentive.~~

~~An employee who separates from County employment for any reason without returning to paid status, or who returns to paid status by June 23, 2017 but is no longer in a regular Teamsters represented bargaining unit position covered by this agreement, shall not be eligible to receive the agreement incentive.~~

Date Agreed: 11/5/18

County



Teamsters Local 1932



NOTE: The County proposes to delete the article because all eligible employees have already received the payment, therefore, the article is now obsolete.

ANNUAL LEAVE AND ATTORNEY LEAVE

SUPERVISORY AND NURSES SUPERVISORY AND MANAGEMENT-NURSES UNIT EXCLUDING "MANAGEMENT LEVEL" NURSES IN THE UNIT (i.e., Clinical Director II, Clinical Director I, Unit Manager, Clinic Unit Manager)

Effective pay period 1 of each year, an employee (except Supervising Deputy District Attorneys, Supervising Child Support Attorneys, and Supervising Deputy Public Defenders) in a regular position who is in paid status shall be credited with forty (40) hours of annual leave for the employee's use. An employee who is not in paid status (i.e., not coding paid hours) who later returns to paid status during that calendar year or ~~E~~employees hired after the beginning of pay period 1, shall be credited with annual leave prorated on a monthly basis, based upon the annual rate of forty (40) hours (i.e., 3.33 hours per month, or any portion thereof). Annual leave will be separate from and in addition to any vacation or holiday leave. If any annual leave remains at the end of pay period 26 (or 27, when applicable), it shall not be cumulative into the next calendar year nor shall there be any conversion to cash.

Employees who are appointed to a position in an occupational unit that does not contain an annual leave provision and who have been denied in writing the opportunity to use the leave due to work urgency shall receive in cash payment the prorated amount of annual leave from the start of pay period 1 to the date of Unit change (i.e., 3.33 hours per month) minus any annual leave hours used up until that time. Where an employee has elected to use vacation leave in lieu of annual leave, the prorated annual leave shall be reduced by the number of vacation hours utilized. In those instances where an employee returns to the Unit prior to the end of the calendar year, the annual leave for the remainder of the calendar year shall be credited on a pro-rata share, i.e., 3.33 hours per month. This provision applies only to these specific circumstances and expressly excludes its application to any other set of circumstances.

Employees may only submit amended Time and Labor Reports to charge annual leave for pay periods in which another leave type was requested, approved and charged, if such amended Time and Labor Reports are submitted within two (2) pay periods of the pay period to be amended; provided, however, that annual leave may not be substituted for holiday leave.

Effective pay period 1 of each year, an employee who is in paid status in a regular position of Supervising Deputy District Attorney, Supervising Child Support Attorney, or Supervising Deputy Public Defender shall be credited with forty (40) hours of attorney leave for the employee's use. An employee who is not in paid status (i.e., not coding paid hours) who later returns to paid status during that calendar year or ~~E~~employees hired after adoption of this Agreement, or after the beginning of pay period 1 of each subsequent year, shall be credited with attorney leave prorated on a monthly basis, based upon the annual rate of forty (40) hours (i.e., 3.33 hours per month, or any portion thereof). The maximum unused balance of attorney leave shall be 240 hours. Attorney leave will be separate from and in addition to any vacation or holiday leave, and may be taken 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. If an employee has reached the maximum allowed unused balance and is unable to take attorney leave because of work urgency and has had requests to use such leave denied in writing, the appointing authority will notify the Auditor-Controller/Treasurer/Tax Collector of the situation and request a waiver of the maximum allowed unused balance for a period not to exceed twelve (12) months. Appointing authorities are encouraged to give first consideration for attorney leave requests to employees who have exceeded the maximum unused balance and have been granted a waiver of the maximum unused balance due to work urgency. Attorney leave shall not be a vested right and will not be convertible to cash. Any attorney leave remaining on the books upon termination or other separation from the Unit shall be forfeited.

Employees promoting from the Attorney Unit into the classification of Supervising Deputy District Attorney, Supervising Deputy Public Defender, or Supervising Child Support Attorney may carry forward up to a maximum of forty (40) hours of any unused accrued Attorney Leave.

Employees may only submit amended Time and Labor Reports to charge or restore attorney leave for pay periods in which another leave type was requested, approved and charged, if such amended Time and Labor Reports are submitted within two (2) pay periods of the pay period to be amended.

Date Agreed: 3-12-19

County 

Teamsters Local 1932 

NURSES SUPERVISORY AND MANAGEMENT-NURSES UNIT EXCLUDING "MANAGEMENT LEVEL" NURSES IN THE UNIT (i.e., Clinical Director II, Clinical Director I, Unit Manager, Clinic Unit Manager)

Effective pay period 1 of each year, an employee in a regular position who is in paid status will be provided with forty (40) hours of administrative leave time for the employee's use. An employee who is not in paid status (i.e., not coding paid hours) who later returns to paid status during that calendar year or ~~E~~employees hired after the beginning of pay period 1, shall be credited with administrative leave prorated on a monthly basis, based upon the annual rate of forty (40) hours (i.e., 3.33 hours per month, or any portion thereof). Such administrative leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour one (1) time during the calendar year to the extent that the hours would have accrued at the rate of 3.33 hours per month minus any hours used up to that time. Any administrative leave accrual balances in effect at the end of pay period 26 of each year (or if applicable, pay period 27) will automatically be paid at the employee's then current base rate of pay. Employees may designate that cash-out of administrative leave be allocated to the County's Section 457 Deferred Compensation Plan consistent with the requirements and restrictions of such Plan. Upon termination of employment or appointment to a position in another occupational unit, unused administrative leave will be paid at the employee's current base rate of pay only by the amount of hours that would have been accrued at the rate of 3.33 hours per month minus the total number of hours previously used and cashed out.

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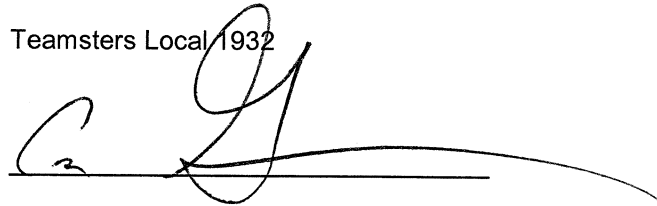
Date Agreed: _____

3/13/19

County



Teamsters Local 1932

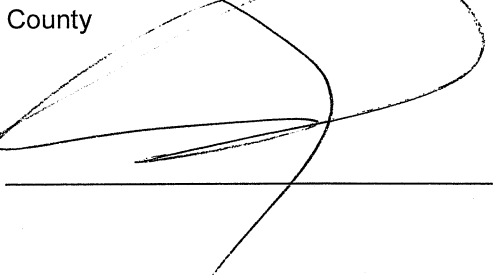


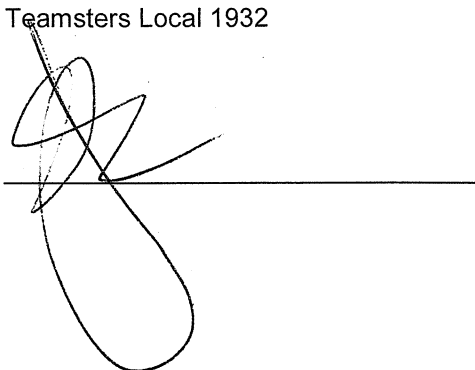
ARMC COMPACTION

The language below will be added to Section 1 of the Salary Rates and Step Advancements article:

The County agrees to meet within 30 days of a Teamsters Local 1932 request to review any classifications at Arrowhead Regional Medical Center that the union believes will, on an ongoing basis, be at least 5% below in total compensation (excluding differentials, such as longevity) than the classification it supervises. If the parties have not reached mutual agreement within 90-days of the first meeting, or in a longer period if extended by the parties, the parties agree to proceed through the dispute resolution process (e.g., mediation if agreed to by the parties, fact-finding if requested by the union).

Date Agreed: 8/21/19

County _____


Teamsters Local 1932 _____




Teamsters Local 1932

Union Proposal No: 3 Countered to the Employer: 5-14-19 (revised)

AUTHORIZED EMPLOYEE REPRESENTATIVES

ALL UNITS

Section 1 – Authorized Employee Representatives

~~In the absence of a~~ If a Teamsters Business Agent is unavailable, Teamsters may designate employees as authorized employee representatives or alternates to represent employees in investigative interviews, in the processing of grievances, during disciplinary proceedings as ~~permitted by law or the Personnel Rules,~~ or as otherwise permitted by law, subject to the following rules and procedures:

- (a) Teamsters may designate at least one (1) authorized employee representative in each ~~geographic~~ location for which the County maintains a work force. Teamsters shall be entitled to designate two (2) alternates for each authorized employee representative, provided that these alternates shall be located at the same major ~~geographic~~ location as their appropriate representative.
- (b) If there is no employee representative in this Unit at the work location, representation may be provided by an employee representative from another Unit, provided that ~~the employee representative is available in a reasonable period of time and that~~ rank and file employees are not represented by Supervisory or Management Unit employee representatives or vice versa.
- (c) Teamsters will designate only employees who have obtained regular status.
- (d) Teamsters shall file with the affected ~~Group Administrator,~~ 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 Teamsters.
- (e) 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.
- (f) County vehicles and supplies may not be used. 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 the County operations and result in telephone costs to the County. ~~County computers may be used consistent with County and/or Department policies.~~

- (g) ~~Teamsters' employee and non-employee representatives make themselves available within a reasonable period of time to represent employees.~~ The parties shall arrange and be available for meetings, investigatory interviews, etc., within a reasonable period of time, taking into account such things as the nature of the offense and/or the circumstances (e.g., employee on ERL, employee seeking to return to work, etc.)
- (h) Prior to conducting an investigative interview, the County must provide inform the employee enough information to decide whether to invoke the right to representation (e.g., type of alleged impropriety) and permit the employee of the type of impropriety and allow the employee and the representative an opportunity to confer privately about the subject of the impending interview.

Section 2 – Handling of Grievances and Disciplinary Proceedings

- (a) At the request of an employee, an authorized employee representative or alternate may investigate a formal grievance and represent the employee at the resulting proceedings or ~~represent the employee~~ during disciplinary proceedings, including Skelly hearings.
- (b) 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. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of County operations. If 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. A denial of permission will automatically constitute an extension of the time limits established in the Grievance Procedure equal to the amount of the delay.
- (c) Employees must use the authorized employee representative or alternate assigned to their geographic location and representation unit, except as otherwise provided herein.
- (d) Sections 1 and 2 of this Article do not preclude authorized employees representatives from bringing one additional steward to a meeting (e.g., a meeting at a step in the grievance process, an administrative interview, etc.) for the purpose of training; provided, however, that the scheduling of the meeting shall not be delayed by the trainee steward's unavailability and his/her presence is authorized by his/her supervisor and does not unduly interfere with the efficiency, safety, or security of County operations. Further, the County shall be provided two working days advance notice of the trainee steward's anticipated presence unless a shorter period is agreed-upon or necessitated by circumstance (e.g., scheduled less than 2 days in advance, etc.). Any time spent by trainee stewards at these meeting shall be processed in accordance with the Union Leave article.


Section 3 – Employee Representative Committee

Up to ~~eighty-six (86)~~ eighty-seven (87) authorized employee representatives or alternates will be permitted to attend Employee Representative Committee meetings on County time; provided,

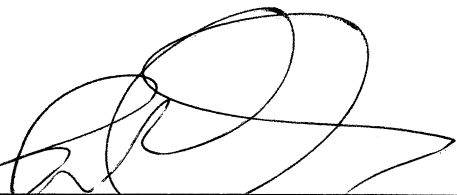
however, that no such employee shall be released for more than two (2) hours per month. In January of each year of this Agreement, representatives of Teamsters and the County will review the maximum number of attendees in this Section.

Monthly, Teamsters shall notify the County of the employee representatives who attended the previous Employee Representative Committee meeting.

Tentative Agreement

X 

Teamsters Local 1932

X 

San Bernardino County

5/14/19
Date

BILINGUAL COMPENSATION

ALL UNITS – EXCEPT MANAGEMENT

~~(a) Employees who, with the approval of their appointing authority, are required to perform bilingual translation before an officially convened court, appeals board, commission, or hearing body, in addition to their regular duties, shall be entitled to a bilingual per diem differential. Such differential shall apply regardless of the total time required per day for such translation. Such differential shall be twelve dollars (\$12.00) per day and shall only be paid upon certification by the employee's appointing authority or presiding official that such translation was performed.~~

4. Employees in positions designated by the appointing authority which require employees as a condition of employment to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent in translation skills by Human Resources to be eligible for compensation. There are three (3) levels of competency certification solely determined and administered by Human Resources: Level 1 - verbal skill level: the use of English and a second language in verbal contexts which may require interpretation of simple documents in the second language; 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 effective as follows: verbal skill level at fifty dollars (\$50.00) per pay period, written skill level at fifty-five dollars (\$55.00) per pay period, and technical skill level at sixty dollars (\$60.00) per pay period.

MANAGEMENT UNIT

Upon the approval of the Director of Human Resources or designee, employees in the Human Services System Departments (Department of Behavioral Health and Transitional Assistance Department ONLY) required by the appointing authority or designee to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a condition of employment, shall be eligible for bilingual compensation in the amount of forty-five dollars (\$45.00) per pay period. Such compensation shall apply regardless of the total time required per day for such translation. Such employees must be certified as competent in translation skills by Human Resources to be eligible for compensation.

Date Agreed: 2/13/19

County



Teamsters Local 1932



BOOT/SPECIALIZED FOOTWEAR ALLOWANCE

(a) **Allowance**

The County agrees to make the following payment to employees in regular positions in the classes listed below who are required by the appointing authority to purchase and wear to serve as a boots/specialized footwear allowance to compensate for any costs associated with such boot/specialized footwear purchase and replacement.

The allowance shall be as follows:

<u>Occupational Unit</u>	<u>Classification</u>	<u>Allowance</u>
Craft, Labor, & Trades	<u>Storekeeper</u>	\$12500.00
	<u>Stores Specialist</u>	
	<u>Stores Supervisor II</u>	
	<u>Electrician</u>	
	<u>Painter I and II</u>	
	<u>Sheriff's Maintenance Mechanic</u>	
	<u>General Maintenance Mechanic</u>	
	<u>Cook I, II, and III</u>	
	<u>Equipment Operators I and I Trainee, II and II Trainee, and III and III Trainee</u>	
	<u>Sheriff's Cook I, II</u>	
	<u>Sheriff's Aviation Mechanic</u>	
	<u>Maintenance and Construction Worker I and II</u>	
	Administrative Services	
<u>Technical and Inspection</u>	<u>Building Inspector II and III</u>	
<u>Supervisory</u>	<u>Regional Building Inspector Supervisor</u>	

Employees in these classifications who are not required by the appointing authority to purchase and wear boots/specialized footwear shall not receive the allowance.

(b) **Administration**

The annual boot/specialized footwear allowance shall be paid in a lump sum to employees in regular positions who are in paid status in the pay period that includes July 1 of each year. Those employees appointed after the pay period that includes July 1 shall receive a prorated allowance payment at the time of their appointment. Such proration shall be based upon the remaining number of pay periods in the fiscal year nearest their appointment. An eligible employee employed in a regular position who is part-time or job-sharing shall be eligible for a prorated lump-sum payment based on regularly scheduled hours.

Employees not in paid status (i.e., not coding paid hours) in the pay period that includes July 1 shall receive a prorated boot/specialized footwear allowance payment upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the fiscal year nearest their return to paid status. However, an employee who is not in paid status during the entire fiscal year (i.e., not in paid status from pay period 15 of one year through pay period 14 of the following year) shall not receive the annual boot/specialized footwear allowance for the fiscal year(s) during which

he/she was not in paid status. For example, if an employee is not in paid status from June of 2014 through September 2016, and then returns to paid status in October 2016, the employee shall receive a prorated allowance payment for FY 2016/2017 upon their return to paid status but shall not receive the FY 2014/2015 allowance because the employee was not in paid status for the entire 2014/2015 fiscal year.

Any employee separating from County employment at the conclusion of a leave of absence shall not receive the boot/specialized footwear allowance.

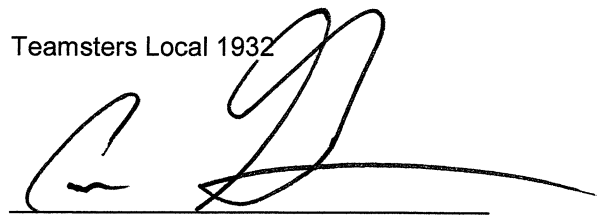
Date Agreed: _____

5/14/19

County



Teamsters Local 1932



Note: The County's counterproposal includes a \$25 per year increase in boot allowance and fourthree additional classifications as proposed by Teamsters.

CLASSIFICATION

ALL UNITS**Section 1 – Purpose**

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 Teamsters in writing of all classification and salary changes to classifications allocated to a Teamsters Local 1932 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 generally be determined by the County within one hundred and eighty (180) to two hundred and forty (240) days of receipt of the classification review request, subject to the classification appeal procedure. The parties recognize that there may be instances when a Teamsters classification request review may exceed two hundred and forty (240) days, and in those instances the County shall notify Teamsters of the anticipated duration of such review. New and revised classification specifications shall be furnished to Teamsters in a timely manner. Further, the County shall provide Teamsters Local 1932's with periodic status updates on classification studies/reviews. Such updates shall generally coincide with County's established submission deadlines (e.g., March and September). Finally, the Teamsters may contact the Human Resources Officer after receiving the final recommendations to seek any additional clarification.

Section 2 – Implementation of Classification Study Results**1-(a) Upgradings**

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

2-(b) Downgradings

A downgrading is the reclassification of a position from one classification to another classification having a lower base salary range. When a position is downgraded, the incumbent employee may continue at the same salary rate payment where the salary rate is within the new base salary range. Where an incumbent receives a salary rate payment greater than the maximum of the new base salary range, 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 range maximum of the new classification exceeds the "X" step. In accordance with San Bernardino County Personnel Rule III, Section 3.6(b), upon request, an employee with regular status occupying a position which has been downgraded shall be placed on an eligibility list for any classification equivalent to his/her former classification for a period of two (2) years. Equivalent classification is hereby defined as one requiring all of the following: (1) the same kind and amount of experience; (2) the same degree of skills, knowledge, and abilities; and (3) a salary level no higher than the employee's former classification.

3-(c) Salary Rate (Equity) Adjustment

A salary rate (equity) adjustment is a change in the salary range assignment of an existing classification as a result of a compensation study. Step placement for incumbent employees whose classification is assigned to a higher base salary range shall be determined as follows:

The employee shall be placed on the step in the new range that is approximately a five percent (5%) salary increase, not to exceed the maximum step of the new range. The employee shall be eligible to advance to the next step, if applicable, upon completion of 2,080 service hours at the new range and

step, in accordance with the requirements of the Merit Advancements Article. Subsequent step advances shall be administered in accordance with the Salary Rates and Step Advancements and Merit Advancements Articles of this Agreement.

Section 3 – Classification Appeals

~~In recognition that classification appeals can impact the terms and conditions of employment for Teamster-represented employees, only Teamsters Local 1932 shall be permitted to file classification appeals. In accordance with Personnel Rule III, Section 3.5, appeals of recommended allocations may be filed by incumbents in positions included in a classification study or by their representative. The burden of proof on any classification appeal rests with the appellant to establish why the recommended allocation is not appropriate. The content of and decision on classification appeals shall be restricted to consideration of the recommended and the requested classification. All classification appeals shall be limited to a discussion of duties and responsibilities performed at the time the position was studied.~~

Classification appeals are heard by a mediator with classification expertise. The decision of the mediator shall be advisory. If the decision of the mediator has an economic impact, the decision of the mediator shall be in the form of a recommendation to the Board of Supervisors for final action. The mediator shall follow the appeal procedure established by the County and Teamsters, and provide written justification to the aforementioned parties on classification appeal recommendations. ~~If an employee/appellant is represented by Teamsters, the cost of the mediator shall be split between the County Department of the employee/appellant and Teamsters. If an employee/appellant is not represented by Teamsters, the County Department of the employee/appellant shall bear the cost for the mediator. Any decisions awarded in those cases where Teamsters does not represent the appellant shall be limited to that singular case and the decision may not be cited as precedent by the County, Teamsters or any other appellant representative in subsequent proceedings.~~

Step 1 – At the conclusion of the classification study, Human Resources will make a written recommendation to the appointing authority, unless the mediator's recommendation would have an economic impact. In such cases, the Board of Supervisors would take final action.

Step 2 – The appointing authority will notify position incumbent(s) of study results and the timeframes for filing an appeal.

Step 3

~~1-(a)~~ Employees Teamsters Local 1932 may file a classification appeal individually or in groups provided that all positions represented were allocated to the same class and appealed to the same class. The appeal form should thoroughly explain why Teamsters Local 1932 ~~the incumbent~~ believes that the allocation is not appropriate and why the requested class is more appropriate. Appeals must be based on the duties performed at the time the position was studied.

Changes subsequent to the study will be considered under Personnel Rule III, Section 3.4(c) upon withdrawal of the appeal.

~~2-(b)~~ An appeal to a non-existent class must clearly show that no existing classification describes the duties and functional responsibilities of the position.

~~3-(c)~~ Disagreements on title of a class, or on the format and wording of class specifications, are not bases for an appeal. Requests for revisions will be presented in writing to Human Resources for review.

~~4-(d)~~ Revisions to a class specification may be appealed to the mediator in cases where it is alleged that a class specification was so significantly revised as to change the grade determinants of a class.

~~5-(e)~~ Disagreements on salary matters for new classifications are excluded from this procedure and will be considered in the context of the meet and confer process. The salary of a classification for which a technical title change has been approved by the Board of Supervisors is not appealable. No salary action can be taken on an existing classification to the meet and confer process that would have the effect of reopening this Agreement. Salaries for new classes will be set by management, unless changes are made by an appeal and recommended by the meet and confer process.

~~6-(f)~~ Disagreements on representation unit designations are excluded from this procedure.

Step 4 – ~~Teamsters Local 1932~~The position incumbent completes the Classification Appeal Form and files it within fifteen (15) working days of Board of Supervisors' approval; or within fifteen (15) working days from the appointing authority's notification to the employee.

Step 5

~~1-(a)~~The appeal will be reviewed by Human Resources for changes in job duties or other substantial changes to the position description on which the allocation was based.

~~2-(b)~~Human Resources staff will respond in writing to the Appeal within fifteen (15) working days. Copies of the response will be sent to ~~Teamsters Local 1932~~all involved parties.

Step 6 – A mandatory prehearing conference will be scheduled within a twenty (20) workday period from the date of Human Resources' response. ~~Teamsters Local 1932~~Appellants, ~~exclusive employee organization staff representatives,~~ and Human Resources staff will meet and attempt to reach a settlement. At the request of parties involved, additional personnel may attend to offer clarification of job duties performed by the appellant(s). If no resolution is reached at this conference, ~~Teamsters Local 1932~~the appellant(s) and Human Resources will stipulate the issue(s) in dispute.

Step 7 – Following the prehearing conference, Human Resources staff and ~~Teamsters Local 1932~~the appellant/appellant's representative will consider the information exchanged. Human Resources may revise its allocation recommendation, and appellant(s) may withdraw appeals.

Step 8 – Any additional supporting documentation must be filed with the mediator by both ~~Teamsters Local 1932~~appellant(s) and Human Resources staff fifteen (15) workdays subsequent to the prehearing conference. Lists of witnesses and all written materials/exhibits that are to be discussed at the hearing must be included in this final brief. All parties will receive copies of these briefs.

Step 9 – All of the aforementioned timeframes may be lengthened or shortened upon the joint concurrence of Human Resources and ~~Teamsters Local 1932~~the employee organization involved.

Step 10 – Appeals which have not been resolved through the preceding steps will be forwarded to the mediator.

Step 11 – Appeals presentations will be limited to the incumbent employees or spokespersons elected from the group of appellants, exclusive recognized employee organization staff representatives, and members of Human Resources staff. Witnesses may be heard for the purpose of clarifying technical aspects of job duties.

~~1-(a)~~Prior to the appeal hearing, the mediator will have reviewed copies of the appeal documentation submitted by both parties.

~~2-(b)~~Appellants will present arguments first. The burden of proof is with ~~Teamsters Local 1932~~the appellant why the recommended classification allocation is not an appropriate recommendation. Twenty (20) minutes will be allowed for presentation. Time not taken for presentation will be forfeited. Arguments should be centered around why the classification allocation was not appropriate and what classification would be the most appropriate.

~~3-(c)~~Human Resources staff will present arguments. Twenty (20) minutes will be allowed for presentation of this argument. Time not taken will be forfeited.

~~4-(d)~~At the conclusion of the arguments, ~~the~~ mediator will have the opportunity to ask ~~twenty (20) minutes~~ for questions.

Step 12

~~1-(a)~~Decisions of the mediator will be limited to the class recommended by Human Resources or the class requested by the appellant on the Classification Appeal Form.

~~2-(b)~~A written decision shall be given within thirty (30) days of the hearing, indicating the basis for the decision.

Step 13 – Following the appeal hearing, the mediator shall forward the written recommendations to Human Resources and the ~~Teamsters Local 1932 San Bernardino Public Employees' Association~~. Both parties will be allowed a two (2) week review period prior to submission of the decision to the Board of Supervisors.

Step 14 – Parties will agree to support the recommendations of the mediator unless there is a failure to act in good faith in implementing the spirit and intent of these procedures.

Step 15 – This procedure shall remain in effect until it is changed through the meet and confer process. Requests for changes to the procedure may be presented at any time.

Date Agreed: 03-13-19

County



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a solid horizontal line.

Teamsters Local 1932



A handwritten signature in black ink, featuring a large, stylized initial 'G' and a long horizontal stroke extending to the right, positioned above a solid horizontal line.

~~4/1/19~~

DEFERRED COMPENSATION

ALL UNITS

Section 1 – Salary Deferral Enrollment

90 days after the effective date
Effective ~~the pay period following Board approval~~ of the MOU, all employees in a bargaining unit covered by the MOU shall automatically be enrolled in the County's 457 Deferred Compensation Plan and contribute 1.00% of base salary to the plan, subject to all legal requirements and constraints. Prior to the first salary deferral deduction, employees shall be provided a 30-day ~~opt-out~~ period during which no salary deferral deduction shall be taken. Thereafter, after being enrolled into the County's 457 Deferred Compensation Plan employees may ~~opt-out~~ at any time.

withdraw
The Human Resources Employee Benefits and Services Division shall establish the forms and guidelines for the salary deferral ~~opt-out~~ and administer the deduction according to the applicable Plan Document(s) and/or Human Resources Benefits procedures.

in writing
the employee may decline to be enrolled and

declaration of enrollment
Section 2 – County Matching Contribution

Employees who have completed one (1) year of continuous service in a regular position shall be eligible for the benefits of this article. The bi-weekly contribution of employees who contribute to the County's Section 457(b) Deferred Compensation Plan will be matched by a County contribution on the basis of one-half times (1/2 x) the employee's contribution up to one-half percent (1/2%) the employee's bi-weekly base salary. For example, an employee who contributes \$10.00 per pay period shall receive a County contribution of \$5.00 per pay period, provided that \$5.00 does not exceed one-half percent (1/2%) of the employee's bi-weekly base salary. County contributions to the Plan shall not be considered earnable compensation.

Date Agreed: 2-28-19

County



Teamsters Local 1932



DEFINITIONS

ALL UNITS

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

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

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

Bi-weekly Base Salary/Base Bi-weekly Salary – Refers to the employee's base hourly rate, excluding any differentials or other pay above the base hourly rate, such as SAC Pay, multiplied by the base hours paid (e.g., REG, SCK, VAC, etc.) each pay period.

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

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

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.

Fringe Benefit(s) – Refers to non-wage compensation provided to employees such as, but not limited to, employer paid insurances, paid leaves, tuition reimbursement, Medical Emergency Leave, Voluntary Time Off, and Opt-out/Waive amounts. Fringe benefits shall not include compensation such as base salary, SAC Pay and differentials.

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

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

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

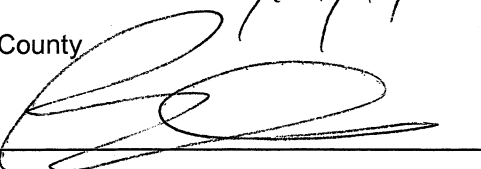
Regular Position – Refers to a position authorized by the Board of Supervisors, that may be budgeted at either full-time or part-time level, and may be in either the Classified or Unclassified Service. Regular positions do not include recurrent, extra-help, ordinance, contract and other contingent positions.

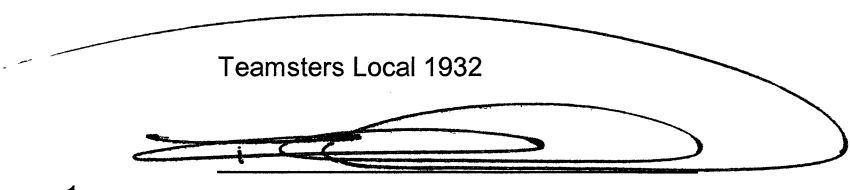
Regular Status – Refers to an employee's status upon the completion of a required probationary and/or trainee period in a regular classified position in the employee's current or prior position as applicable.

Service Date – Refers to the first day of the pay period in which the employee begins work.

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

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

Date Agreed: 6/19/19
County 


Teamsters Local 1932

6/19/19

DEFINITIONS

ALL UNITS

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

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

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

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

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Regular Status – Refers to an employee's status upon the completion of a required probationary and/or trainee period in a regular classified position in the employee's current or prior position as applicable.

Service Date – Refers to the first day of the pay period in which the employee begins work.

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

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

Date Agreed: _____

County

Teamsters Local 1932

** But once in a while the year has 27 pay periods ~*

(Next time it will happen is in 2 years from now)

TA
6-19-19

County Counterproposal _____

DEMOTIONS

ALL UNITS

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 hours worked 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 classification 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 employee has promoted to the journey level classification and the salary rate of that classification exceeds the "X" step.

An employee who demotes to a trainee classification for which the journey level classification is lower than the classification he/she demoted from shall retain the same salary rate, provided that the salary rate does not exceed the top step of the journey level classification. If the salary rate is higher than the top step of the journey level classification, the employee shall be placed at the top step of the base salary range of the lower journey level classification.

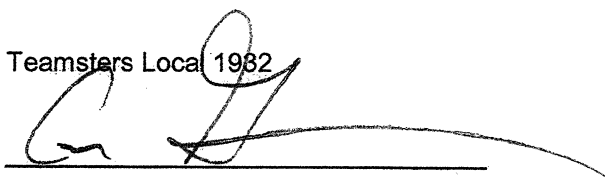
An employee whose position is downgraded as a result of a classification study may be placed on the "X" step in accordance with the provisions of the Article on "Classification, Section 2(b)" with the approval of the appointing authority and the Director of Human Resources.

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. When considering whether to waive the probationary period the Director of Human Resources will take into consideration many factors, including whether the classification the employee is demoting from has the same duties the classification the employee is demoting to but is distinguished by higher level complexities (e.g., Programmer II to Programmer I).

Date Agreed: 03-13-19

County 

Teamsters Local 1932 

DIFFERENTIALS

**Section 1 – After Hours Hotline Supervisor
SUPERVISORY UNIT**

(As agreed by the parties on 8-12-19)

Supervising Social Service Practitioners in the ~~Children and Family Services Department and Department of Aging and Adult Services~~ who are designated by their appointing authority to take telephone calls regarding ~~child or elder/dependent adult~~ endangerment issues, assess risk to an ~~child or elder/dependent adult~~, contact staff and assign them case responsibility, assist staff in locating placements as needed, and otherwise provide support to on-call staff, while working beyond the regular hours of the ~~Child After Hours Abuse Hotline~~ shall be paid twelve dollars (\$12.00) ~~in lieu of overtime compensation or compensatory time~~ for each hour of assigned duty. The number of employees scheduled for assignment or the removal of employees from the hotline differential is at the discretion of the appointing authority and is not subject to review through the Grievance Procedure.

Employees eligible for the differential shall not receive the differential during a leave of more than a full pay period (e.g., sick, vacation for sick leave purposes, etc.), provided, however, that employees who, with the approval of the appointing authority, take a vacation of more than a full pay period (e.g., vacation leave, etc.) excluding employees who are using paid leave time to extend their years of service prior to retirement, shall be eligible to receive the differential.

**Section 2 – Inpatient Assignment Compensation
CRAFT, LABOR AND TRADES AND SUPERVISORY UNIT**

Employees in the following classifications with a continuous, full-time assignment for work in the Behavioral Health Inpatient Unit of Arrowhead Regional Medical Center shall receive inpatient assignment compensation:

Supervisory Unit

Mental Health Clinic Supervisor

The appointing authority shall designate those positions eligible to receive inpatient assignment compensation of one hundred twenty dollars (\$120.00) per pay period for employees in paid status.

Employees eligible for the differential shall not receive the differential during a leave of more than a full pay period (e.g., sick, vacation for sick leave purposes, etc.), provided, however, that employees who, with the approval of the appointing authority, take a vacation of more than a full pay period (e.g., vacation leave, etc.) excluding employees who are using paid leave time to extend their years of service prior to retirement, shall be eligible to receive the differential.

Employees in the following additional classifications with a continuous, full-time assignment for work in the Behavioral Health Inpatient Unit of Arrowhead Regional Medical Center shall receive inpatient assignment compensation in the amount of one dollar and fifty cents (\$1.50) for each hour actually worked in this assignment:

Craft, Labor and Trades Unit

Nursing Attendant

Technical and Inspection Unit

Licensed Vocational Nurse I, II, and III
Occupational Therapy
Assistant Psychiatric
Technician I and II

Section 3 – Supervising Laboratory Technologist Weekend Night Differential
SUPERVISORY UNIT

(As agreed by the parties on 8-12-19)

The following differential has been established for the Supervising Laboratory Technologists assigned to work on a weekend night.

- (a) Weekend night for purposes of this provision is from 11:30 p.m. Friday to 7:30 a.m. Monday.
- (b) A Supervising Laboratory Technologist assigned to work a weekend night shall be paid an additional one dollar and fifty cents (\$1.50) per hour over and above their base hourly rate.

Section 4 – Shift Differentials
ALL – EXCEPT MANAGEMENT

Special Provisions

The following differentials shall not be included in the base rate of pay when computing overtime or call-back pay. Such differentials will be included in computing overtime for employees who are not exempt under the Fair Labor Standards Act (i.e., ADMINISTRATIVE SERVICES, CLERICAL, TECHNICAL AND INSPECTION, and CRAFT, LABOR AND TRADES Units).

Employees shall be eligible to receive shift differential compensation when the majority of hours worked are covered by a shift differential. Where the hours overlap more than one shift differential, the employee will receive the applicable shift differential based on the majority of the shift worked, for the total number of hours worked during that shift.

Overtime worked is in addition to a scheduled tour of duty and is compensated separately in accordance with the overtime provisions of this Agreement.

(a) Evening and Night Shift Differentials

Employees assigned to a continuous or regularly recurring evening or night shift tour of duty shall receive additional shift differential over and above the established base rates of pay. Further, employees who provide relief work for other employees assigned to continuous or regularly recurring evening or night shift tours of duty shall receive shift differential compensation with prior approval of the appointing authority.

Employees who work the majority of shift, including at least four (4) hours with or without intervening meal time, between 6:00 p.m. and 12:00 a.m. (midnight), shall receive one dollar and twenty cents (\$1.2000) per hour over and above their base hourly rate. ~~Effective on July 23, 2016, the evening shift differential shall be increased to one dollar and twenty cents (\$1.20).~~

Employees who work the majority of shift, including at least four (4) hours with or without intervening meal time, between 12:00 a.m. (midnight) and 8:00 a.m. of the following day, shall receive one dollar and seventythree cents (\$1.7030) per hour over and above their base hourly rate. ~~Effective on July 23, 2016, the night shift differential shall be increased to one dollar and seventy cents (\$1.70).~~

As provided above, employees shall be eligible to receive shift differential compensation only when the majority of hours worked are covered by a shift differential. For example, an employee is assigned to work from 12:30 p.m. to 10:00 p.m. (i.e., a 9 hour shift with a 30 minute meal period). Since the majority of hours worked (i.e., 5.5 hours less a 30 minute meal period) are not covered by a shift differential, the employee is not eligible to receive shift differential compensation.

When hours worked overlap more than one shift differential period, employees shall receive the

applicable shift differential based on the majority of shift worked, for the total number of hours during that shift. For example, an employee is assigned to work from 8:00 p.m. to 5:30 a.m. (i.e., a 9 hour shift with a 30 minute meal period). Since the majority of hours (i.e., 5.5 hours less the 30 minute meal period) are worked during the period of time covered by the Night Shift differential, the employee would receive the Night Shift differential (i.e., REG3) for all hours during that shift (i.e., 9 hours).

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.

Employees eligible for the differential shall not receive the differential during a leave of more than a full pay period (e.g., sick, vacation for sick leave purposes, etc.), provided, however, that employees who, with the approval of the appointing authority, take a vacation of more than a full pay period (e.g., vacation leave, etc.) excluding employees who are using paid leave time to extend their years of service prior to retirement, shall be eligible to receive the differential.

(b) Medical Support Shift Differentials

Employees designated in this paragraph assigned to hospital, mental, or correctional institutions who work the majority of shift, including at least four (4) hours with or without intervening meal time, between 6:00 p.m. and 12:00 a.m. (midnight), shall receive two dollars (\$2.00) per hour over and above their base hourly rate.

Those eligible employees who work the majority of shift, including at least four (4) hours with or without intervening meal time, between 12:00 a.m. (midnight) and 8:00 a.m. of the following day, shall receive ~~three dollars and thirty five cents (\$3.35)~~ ~~two dollars and five cents (\$2.85)~~ per hour over and above their base hourly rate. ~~Effective on July 23, 2016, the differential shall be increased to three dollars and thirty five cents (\$3.35).~~ This paragraph shall apply to the types of positions and units listed below:

Administrative Services Unit

Respiratory Therapists
Respiratory Care Practitioners III
Pulmonary Function Specialists

Supervisory Unit

Supervising Laboratory Technologists
Supervising Respiratory Care Practitioners

Those eligible employees who work the majority shift, including at least four (4) hours with or without intervening meal time, between 12:00 a.m. (midnight) and 8:00 a.m. of the following day, shall receive three dollars and fifty cents (\$3.50) per hour over and above their base hourly rate. This paragraph shall apply to the types of positions and units listed below:

Supervisory Nurses Unit

All classifications requiring licensure by the Board
of Registered Nursing as a registered nurse

As provided above, employees shall be eligible to receive shift differential compensation only when the majority of hours worked are covered by a shift differential. For example, an employee is assigned to work from 12:30 p.m. to 10:00 p.m. (i.e., a 9 hour shift with a 30 minute meal period). Since the majority of hours worked (i.e., 5.5 hours less a 30 minute meal period) are not covered by a shift differential, the employee is not eligible to receive shift differential compensation.

When hours worked overlap more than one shift differential period, employees shall receive the applicable shift differential based on the majority of shift worked, for the total number of hours during that shift. For example, an employee is assigned to work from 8:00 p.m. to 5:30 a.m. (i.e., a 9 hour shift with a 30 minute meal period). Since the majority of hours (i.e., 5.5 hours less the 30 minute meal period) are worked during the period of time covered by the Night Shift differential, the employee

would receive the Night Shift differential (i.e., REG3) for all hours during that shift (i.e., 9 hours).

Employees eligible for the differential shall not receive the differential during a leave of more than a full pay period (e.g., sick, vacation for sick leave purposes, etc.), provided, however, that employees who, with the approval of the appointing authority, take a vacation of more than a full pay period (e.g., vacation leave, etc.) excluding employees who are using paid leave time to extend their years of service prior to retirement, shall be eligible to receive the differential.

(c) Medical Support Weekend Differential

Employees designated in this paragraph assigned to hospital, mental, or correctional institutions, who work on a scheduled weekend day off, shall be paid an additional three dollars (\$3.00) per hour over and above their base hourly rate. Weekend for purposes of this provision is between 11:00 p.m. Friday through 11:00 p.m. Sunday night. In no event shall this differential be paid for a weekend tour of duty, which was regularly scheduled as part of a standard tour of duty. This paragraph shall apply to the types of classifications and units listed below:

Administrative Services Unit	Respiratory Therapists Respiratory Care Practitioners I/II Pulmonary Function Specialists
Supervisory Unit	Supervising Laboratory Technologists Supervising Respiratory Care Practitioners

Employees designated in this paragraph assigned to hospital, mental, or correctional institutions, who work on a scheduled weekend day off, shall be paid an additional four dollars (\$4.00) per hour over and above their base hourly rate. Weekend for purposes of this provision is between 11:00 p.m. Friday through 11:00 p.m. Sunday night. In no event shall this differential be paid for a weekend tour of duty, which was regularly scheduled as part of a standard tour of duty. This paragraph shall apply to the types of classifications and units listed below:

Supervisory Nurses Unit	All classifications requiring licensure by the Board of Registered Nursing as a registered nurse
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Employees in the additional classifications below assigned to hospital, mental, or correctional institutions, who work on a scheduled weekend day off, shall be paid an additional three dollars (\$3.00) per hour actually worked over and above their base hourly rate. Weekend for purposes of this provision is between 11:00 p.m. Friday through 11:00 p.m. Sunday night. In no event shall this differential be paid for a weekend tour of duty, which was regularly scheduled as part of a standard tour of duty.

Craft, Labor and Trades Unit	Nursing Attendant Psychiatric Aide
Technical and Inspection Unit	Emergency Room Technician Licensed Vocational Nurse I, II, and III Licensed Vocational Nurse Corrections I and II Psychiatric Technician I and II

Employees who receive the Medical Support Weekend differential are not eligible to receive other shift differentials (e.g., Evening and Night Shift differentials) for hours worked during the weekend shift.

(d) Weekend Day Differential

Employees in the Child Abuse Hotline (CAHL), Children and Family Services Department, who work an assigned weekend day as part of their scheduled tour of duty, shall receive a weekend day differential of one dollar and fifty cents (\$1.50) per hour over and above their base hourly rate. Weekend for purposes of this provision is Saturday and Sunday between 8:00 a.m. and 6:00 p.m. The purpose of this provision is to provide a differential for "weekend day" hours that are not covered by another shift differential. In no event shall an employee receive the Weekend Day differential and another shift differential for the same hours.

As provided above, employees shall receive the applicable shift differential amount based on the majority of shift worked, for the total number of hours worked during that shift. For example, an employee is assigned to work Saturday from 11:30 a.m. to 10:00 p.m. (i.e., a 10 hour shift with a 30 minute meal period). Since the majority of hours (i.e., 6.5 hours less the 30 minute meal period) are worked during the period of time covered by the Weekend Day differential, the employee would receive the Weekend Day differential (i.e., CAHL) for all hours during that shift (i.e., 10 hours).

Section 5 – Supervisory Nurses Unit Differential

NURSES SUPERVISORY AND MANAGEMENT NURSES UNIT

Employees in the classifications of Unit Manager, Assistant Unit Manager II, and Nurse Supervisor regularly assigned to a special treatment unit at the Arrowhead Regional Medical Center shall be entitled to unit differential upon certification of the appointing authority that said nurse possesses specialized skills required to perform within the assigned unit. Special treatment unit for eligible employees is defined as Dialysis, Burn, Emergency, Respiratory, Intensive Care, Coronary Care, Labor and Delivery, Behavioral Health, Medical Imaging, Operating Room, and Neonatal Intensive Care Units.

The rate for eligible employees in Dialysis, Respiratory, Intensive Care, Coronary Care, Behavioral Health, Labor and Delivery, Medical Imaging, Operating Room, Burn, Emergency, and Neonatal Intensive Care Units shall be three dollars (\$3.00) per hour.

Employees eligible for the differential shall not receive the differential during a leave of more than a full pay period (e.g., sick, vacation for sick leave purposes, etc.), provided, however, that employees who, with the approval of the appointing authority, take a vacation of more than a full pay period (e.g., vacation leave, etc.) excluding employees who are using paid leave time to extend their years of service prior to retirement, shall be eligible to receive the differential.

Section 6 – Mobile Intensive Care Nurse Certification Differential

NURSES SUPERVISORY AND MANAGEMENT NURSES UNIT

(As agreed by the parties on 8-12-19)

Registered Nurses in the NURSES SUPERVISORY AND MANAGEMENT NURSES Unit (except Management level nurses, i.e., Clinical Director II and Clinical Director I) assigned to the Arrowhead Regional Medical Center Emergency Department who are required and approved by their appointing authority to maintain a valid certificate as a Mobile Intensive Care Nurse (MICN) shall be entitled to a differential of five percent (5%) above their base hourly rate for all hours actually worked.

Section 7 – ARMC Custodian Assignment Differential

CRAFT, LABOR AND TRADES AND SUPERVISORY UNITS

All employees assigned to the Arrowhead Regional Medical Center in regular positions in the classifications designated below shall be eligible to receive an assignment differential of one dollar (\$1.00) per hour for all hours actually worked ~~effective the first working day of the pay period following the pay period in which they complete 2,080 service hours.~~

Craft, Labor and Trades Unit

Custodian Trainee, I and II

Custodian I

Custodian II

Supervisory Unit

Supervising Custodian

Section 8 – Maintenance Mechanics, Painter I, and Electrician Detention Differential
CRAFT, LABOR AND TRADES UNIT

~~General Maintenance Mechanics assigned to work at detention center(s) shall be entitled to one dollar and fifty (\$1.50) per hour over and above their base hourly rate for hours actually worked at this facility. Employees in the classifications of Maintenance Mechanic, Maintenance Supervisor, Painter I, Electrician, Sheriff's Maintenance Mechanic Trainee, Sheriff's Maintenance Mechanic, and Sheriff's Maintenance Manager regularly assigned and report to work at a detention center(s) as their normal work assignment shall be entitled to one dollar and fifty cents (\$1.50) per hour over and above their base hourly rate for hours actually worked at this facility.~~

Section 9 – Probation Division Director Juvenile Detention and Assessment Centers Differential
MANAGEMENT UNIT

(As agreed by the parties on 8-12-19)

Probation Division Directors I and II regularly assigned to work in Juvenile Detention and Assessment Center- San Bernardino, West Valley or High Desert may be eligible to receive a six percent (6%) assignment differential as long as assigned this duty. Such differential shall be based upon the base hourly wage of the affected employee. Eligibility for this differential is at the sole discretion of the Chief Probation Officer.

Employees eligible for the differential shall not receive the differential during a leave of more than a full pay period (e.g., sick, vacation for sick leave purposes, etc.), provided, however, that employees who, with the approval of the appointing authority, take a vacation of more than a full pay period (e.g., vacation leave, etc.) excluding employees who are using paid leave time to extend their years of service prior to retirement, shall be eligible to receive the differential.

Section 10 – High Voltage Differential
CRAFT, LABOR AND TRADES UNIT

Electricians who work on electric lines that exceed 480 volts shall be entitled to one dollar and fifty cents (\$1.50) per hour over and above their base hourly rate for hours actually worked performing such assignments.

Section 11 – Sheriff's Aviation Mechanic Inspection Authorization Differential
CRAFT, LABOR AND TRADES AND SUPERVISORY UNITS

(As agreed by the parties on 8-12-19)

Sheriff's Aviation Mechanics who possess a valid Federal Aviation Inspection License that provides the employee the ability to perform Inspection Authorizations shall be entitled to a differential of one dollar and fifty cents (\$1.50) per hour for hours worked performing such inspections.

Section 12 – Compensation Limitation
SUPERVISORY AND SUPERVISORY NURSES
UNITS

~~In no case shall the monetary rate of the shift/weekend differential and bilingual compensation paid to a supervisor be less than that paid to a supervised employee receiving the same differential(s).~~

Section 123 – Initial Response Operations (IRO) Child Abuse Hotline (CAHL) Child Welfare Services Manager (CWSM) After Hours Assignment Differential
MANAGEMENT UNIT

(As agreed by the parties on 8-12-19)

The Child Welfare Services Manager (CWSM) in the Children and Family Services Department who is assigned to manage the afterhours operation of the Initial Response Operations Child Abuse Hotline (IROCAHL) shall receive a six percent (6%) assignment differential as long as assigned this duty. Such differential shall be based upon the base hourly wage of the employee.

Employees eligible for the differential shall not receive the differential during a leave of more than a full pay period (e.g., sick, vacation for sick leave purposes, etc.), provided, however, that employees who, with the approval of the appointing authority, take a vacation of more than a full pay period (e.g., vacation leave, etc.) excluding employees who are using paid leave time to extend their years of service prior to retirement, shall be eligible to receive the differential.

Section 134 – Fundamental Payroll Certification
TECHNICAL AND INSPECTION UNIT

(As agreed by the parties on 8-12-19)

ACTR Payroll Technicians who possess the Fundamental Payroll Certification issued by the American Payroll Association shall receive a five percent (5%) differential for all hours actually worked. Such differential shall be based upon the base hourly rate of the affected employee.

Section 145 – Supervising Attorney Differential
SUPERVISORY UNIT

Supervising Deputy District Attorneys and Supervising Deputy Public Defenders in an assignment responsible for supervising the work of Deputy Attorney IVs granted Deputy Attorney V compensation are eligible for a five percent (5%) differential above their base hourly rate during the period of time they are assigned and responsible for supervising Deputy Attorney IV level positions granted Deputy Attorney V compensation.

Employees eligible for the differential shall not receive the differential during a leave of more than a full pay period (e.g., sick, vacation for sick leave purposes, etc.), provided, however, that employees who, with the approval of the appointing authority, take a vacation of more than a full pay period (e.g., vacation leave, etc.) excluding employees who are using paid leave time to extend their years of service prior to retirement, shall be eligible to receive the differential.

Effective _____ the pay period following Board approval, the Supervising Attorney Differential shall be discontinued, and the County shall include the Supervising Attorney Differential into the base rate of pay of the Supervising Child Support Attorney, Supervising Deputy District Attorney, and Supervising Deputy Public Defender to establish a new higher base rate of pay for those classifications.

Section 156 – Class "A" License Differential
CRAFT, LABOR AND TRADES UNIT

Regular employees in the classifications designated below who possess a valid Class "A" license will receive a differential of one dollar (\$1.00) per hour for hours worked on a day in which the employee is required to perform duties requiring Class "A" licensure.

Craft, Labor and Trades Unit

Maintenance and Construction Worker I and II
Equipment Operator I and I Trainee, II and
II Trainee, and III and III Trainee

Section 167 – POST Differential

MANAGEMENT AND TECHNICAL AND INSPECTION UNITS

(As agreed by the parties on 8-12-19)

Employees in the classifications designated below shall receive a differential for possessing an Intermediate POST certificate or an Advanced POST certificate as indicated below for each hour actually worked:

Classification	Intermediate	Advanced	Supervisory
Sheriff's Communication Dispatcher I, II Trainee, II, and III Sheriff's Supervising Communication Dispatcher Sheriff's Communications Manager	\$1.00/hour	\$1.50/hour	N/A
Sheriff's Supervising Communication Dispatcher; Sheriff's Communication Manager; and Sheriff's Communications Administrator	\$1.00/hour	\$1.50/hour	\$1.75/hour

The employee shall submit a written request for POST differential to the department with an attached copy of the appropriate POST certificate. POST differential shall start the first pay period following receipt by the County of a valid POST certificate.

Section 178 – Auditing Pay Differential

ADMINISTRATIVE SERVICES AND SUPERVISORY UNITS

(As agreed by the parties on 8-12-19)

Effective the pay period following Board approval of the MOU, employees in the classifications designated below who are required by the appointing authority to perform auditing duties as the employee's primary function shall receive a differential of two percent (2.0%) above the employee's base rate of pay for all hours actually worked, up to eighty (80) hours per pay period:

Administrative Services Unit

Internal Auditor II, III, and IV
Accountant I, II, III,
Internal Review Accountant I, II, III, and IV
Auditor Appraiser I, II, III,
Mental Health Auditor

Supervisory Unit

Supervising Internal Auditor II and III Supervising
Accountant II and III
Supervising Auditor Appraiser

For the purposes of this article, auditing duties must be conducted using approved standards prescribed for auditors by the AICPA, IIA, IFAC, GAGAS, SSAE or PCAOB or other comparable national or international organization or state or federal regulation. Audits must have resulted in the preparation of reports indicating the audits were conducted in accordance with the above referenced standards and/or regulations. Eligibility for this differential is at the discretion of the appointing authority. The number of employees assigned to primarily perform auditing duties or the removal of employees from performing these duties is at the discretion of the appointing authority and is not subject to review through the Grievance Procedure.

Section 189 – Motor Fleet Mechanic Automotive Service Excellence (ASE) Certification Differential
CRAFT, LABOR & TRADES UNIT

(As agreed by the parties on 8-12-19)

Effective the pay period following Board approval of the MOU, Motor Fleet Mechanic I and IIs who possess one valid ASE certification shall receive twenty cents (\$.20) per hour over and above their base hourly rate of pay for all hours actually worked, up to eighty (80) hours per pay period. Motor Fleet Mechanic I and IIs who possess at least two valid ASE certifications shall receive an additional thirty cents (\$.30) per hour (i.e., for a total of \$.50 cents per hour) above their base hourly rate of pay for all hours actually worked, up to eighty (80) hours per pay period.

Section 1920 – Detention Facility Differential

ADMINISTRATIVE SERVICES, TECHNICAL & INSPECTION, AND SUPERVISORY UNITS

Effective the pay period following Board approval of the MOU, Regular employees in the classifications designated below who are regularly assigned to a detention facility (i.e., the usual assignment where the employee performs his/her work duties) shall receive a differential of one dollar (\$1.00) per hour over and above their base hourly rate for all hours actually worked, up to eighty (80) hours per pay period:

Administrative Services Unit	Alcohol and Drug Counselor Mental Health Specialist Social Worker II
Technical & Inspection Unit	<u>Clinic Assistant</u> Licensed Vocational Nurse II (excludes Licensed Vocational Nurse II – Corrections) Psychiatric Technician I Orthopedic Technician Radiologic Technologist II
Supervisory Unit	Mental Health Clinic Supervisor

Section 2024 –PCR-STR DNA Differential

ADMINISTRATIVE SERVICES AND SUPERVISORY UNITS

(The County agrees to Teamsters 8-12-19 proposed language)

Effective the pay period following Board approval of the MOU, Regular employees in the classifications designated below who are required by the appointing authority to perform DNA case review, analysis, and case management shall receive a differential of fifty cents (\$.50) per hour over and above their base hourly rate of pay for all hours actually worked, up to eighty (80) hours per pay period.

Administrative Services Unit	Criminalist II <u>and</u> Criminalist III
Supervisory Unit	Supervising Criminalist

Section 212 –Dialysis Unit Differential

TECHNICAL & INSPECTION UNIT

(As agreed by the parties on 8-12-19)

Effective the pay period following Board approval of the MOU, Licensed Vocational Nurse IIs assigned by the appointing authority to the Dialysis Unit at the Arrowhead Regional Medical Center shall receive a differential of one dollar (\$1.00) per hour over and above their base hourly rate for all hours actually worked, up to eighty (80) hours per pay period.

Section 22 – Longevity Pay

ADMINISTRATIVE SERVICES; CLERICAL; CRAFT, LABOR, & TRADES; MANAGEMENT; SUPERVISORY; and TECHNICAL AND INSPECTION

Unit employees (except for Probation Division Director I and II, who receive Transitional Pay in lieu of longevity pay) shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with the County. Longevity pay shall be paid on all paid hours up to an employee's standard hours, and shall not be considered when determining the appropriate rate of pay for a promotion or demotion.

TOTAL COMPLETED SERVICE	COMPENSATION
31,200 Continuous Service Hours (15 years)	2.0%

Effective upon Board approval, the County shall establish longevity pay for Probation Director I and II in lieu of the one-half percent (1/2%) match to the 457(b) Deferred Compensation Plan. This longevity pay will be above the base rate of pay as indicated below based on total hours of completed continuous service with the County. Longevity pay shall be paid on all paid hours up to an employee's standard hours, and shall not be considered when determining the appropriate rate of pay for a promotion or demotion.

TOTAL COMPLETED SERVICE	COMPENSATION
41,600 Continuous Service Hours (20 years)	2.0%

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

For Regular and Contract Respiratory Care Practitioners, completed continuous service with the County shall include continuous service either as a Contract Respiratory Care Practitioner II or a regular Respiratory Care Practitioner. For Regular or Contract Ultrasound Technologists, Radiological Technologists, Nuclear Medicine Technologists, and Special Procedures Radiological Technologists completed continuous service with the County shall include continuous service as a Regular or Contract Ultrasound Technologist, Radiological Technologist, or Special Procedures Radiological Technologist.

Section 23 –Public Works Differential

(As agreed by the parties on 8-12-19)

Employees in the Public Works Department in the below classifications who work special critical shifts on a temporary basis performing urgent job operations (e.g., snow plowing, heavy equipment operation to address road closures, etc.) between the hours of 6:00 p.m. and 6:00 a.m. shall receive a differential in the amount of one dollar and forty five cents (\$1.45) per hour over and above their base hourly rate. The differential shall be paid only on hours actually worked between 6:00 p.m. and 6:00 a.m., in increments of fifteen (15) minutes. In no event shall an employee receive the Public Works Differential and another shift differential for the same hours. Eligible classifications are limited to the following:

Classification Title	Job Code
Equipment Operator I	05188
Equipment Operator I Trainee	05189

Equipment Operator II	05191
Equipment Operator II Trainee	05192
Equipment Operator III	05193
Equipment Operator III Trainee	05194
Maintenance and Construction Supervisor I	13011
Maintenance and Construction Supervisor II	13012
Maintenance and Construction Worker I	13013
Maintenance and Construction Worker II	13014

Assigning, scheduling or posting of anticipated or actual temporary special critical shifts shall be at the discretion of the appointing authority, is not subject to the requirements outline in the Standard Tour of Duty Article for schedule changes, and is not subject to the Grievance Procedure.

Section 24 – Advanced Cardiac Life Support (ACLS) Differential

(As agreed by the parties on 8-12-19)

House Supervisors and House Supervisor – Per Diems who possess and maintain an Advanced Cardiac Life Support (ACLS) Certification shall be eligible to receive the ACLS Certification Differential. The differential shall be three dollars (\$3.00) per hour above their base hourly rate for all hours actually worked up to their standard hours per pay period.

Section 25 – Respiratory Critical Care Differential

Respiratory Care Practitioner II's and Contract Respiratory Care Practitioner II's who have completed at least 8,320 hours of continuous service as a Respiratory Care Practitioner II and/or Contract Respiratory Care Practitioner II with the County, possess and maintain qualifications as determined by the Department required to provide care to patients in two of the following three specialties, 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:

- Adult Mechanical ventilation via high frequency ventilation,
- Trauma/Emergency Room, or
- Neonatal Intensive Care

Section 26 – Medical Imaging Specialty Differential

(As agreed by the parties on 8-12-19)

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 both the MRI and CT units, 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 techs 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

(As agreed by the parties on 8-12-19)

Effective the pay period following Board approval_____, 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_____, 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

(As agreed by the parties on 8-12-19)

Effective the pay period following Board approval_____, 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

(As agreed by the parties on 8-12-19)

Effective _____ 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

(As agreed by the parties on 8-12-19)

Effective the pay period following Board approval_____, 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_____, 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, 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 2.500% Crime Scene Analyst Certification Differential only.

<u>Classification</u>	<u>Crime Scene Investigator Certification</u>	<u>Crime Scene Analyst Certification</u>	<u>Senior Crime Scene Analyst Certification</u>
Sheriff's Crime Scene Specialist I, II, III, Lead, and Supervisor	1.00% above base hourly rate	2.500% above base hourly rate	3.500% above base hourly rate

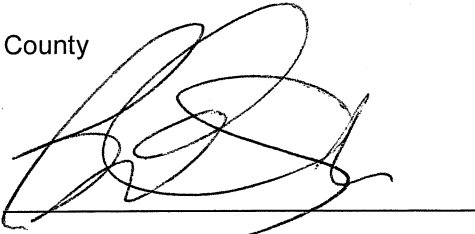
Section 34 – Tenprint Fingerprint Certification Differential

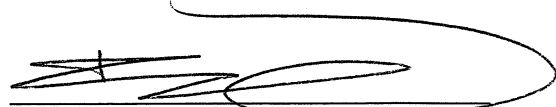
Effective _____ the pay period following Board approval, the County shall establish a differential for employees in the classification of Fingerprint Examiner II who attain and maintain a Tenprint Fingerprint Certification. The differential shall be 2.00% of employee's base hourly rate and paid for all 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_____, 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.

Date Agreed: 8/21/19

County 

Teamsters Local 1932 



Teamsters Local 1932

County Proposal No: 4/19/19 # 4
5.14.19 #

Countered to the Employer: 5.14.19

EMPLOYEE RIGHTS

ALL UNITS —EXCEPT MANAGEMENT, SUPERVISORY AND SUPERVISORY NURSES

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 "Modified 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) The right of Teamsters, upon its request and prior to implementation, to discuss meet and confer with County Management on matters within the scope of representation. ~~any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.~~
- (e) Any settlement by the County and an individual grievant not represented by Teamsters Local 1932 shall not be binding on Teamsters Local 1932 and will not be admissible in any grievance hearing.
- (f) ~~The San Bernardino Public Employees Association Teamsters 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. Teamsters shall have the sole responsibility as to which matters are adjudicated on behalf of those represented employees and the cost of the same for employees not members of the Association. The only exceptions to the sole, exclusive and fair representation by Teamsters re: (1) those instances of disciplinary action and its proceedings which are governed by Rule X of the Personnel Rules where such representation must be declined in writing by the employee(s) and where the employee may represent himself or herself as well as utilize external representation; and (2) those grievances brought under the Grievance Procedure Article where the individual elects in writing to exercise the right of self-representation, that is, the employee himself or herself represents their position before the arbitrator in accordance with the Grievance Article.~~

~~The County shall defend, indemnify and hold harmless Teamsters Local 1932 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 Teamsters 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 or and indemnification obligations under this Agreement.~~

~~Teamsters, 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.~~

MANAGEMENT, SUPERVISORY AND SUPERVISORY NURSES UNITS

The following are employee rights:

~~(a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.~~

~~(b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the County.~~

~~(c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of their exercise of rights granted in this Article.~~

~~(d) The right of Teamsters, upon its request and prior to implementation, to discuss with County Management any significant change in terms or conditions of employment which results in a significant impact on employees, except in emergencies.~~

Tentative Agreement

X 

Teamsters Local 1932

X 

San Bernardino County

5/14/19
Date

EXPENSE REIMBURSEMENT

ALL UNITS

Section 1 – General Provisions

The purpose of this Article is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of 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 through a travel request 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/Treasurer/Tax Collector 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, and within one year of the date that expense was incurred, 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) Unless otherwise provided in this Article, original receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
 - (1) Private mileage (e.g., mileage to the airport).
 - (2) ~~Taxi, streetcar, bus and ferryboat fares; bridge and road tolls; and parking fees.~~
 - (3)(2) Telephone and telegraph other communication-related charges including Wi-Fi and internet access fees if needed to conduct County business.
 - (4)(3) Other authorized expenses of less than one dollar (\$1.00).
- (c) Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- (d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, alcoholic beverages, etc.
- (e) Except as otherwise provided in this Article, expense reimbursements shall be made on an actual cost basis.
- (f) If ~~original receipt~~ is unavailable, the employee may submit ~~a photocopy and a signed statement with an explanation of expenses (i.e., itemized list of expenses with location, date, dollar amount, and reason for expenses) as to the location of the original receipt or and an explanation as to its why the receipt is unavailable absence.~~
- (g) Expense reimbursements may be made via Electronic Fund Transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via paycard.

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.
- (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. 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.

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

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

(c) Travel Via Rental Vehicles

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

(d) Travel Via Ride-Share Service, Taxi, or Public/Mass Transit

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

~~(d)~~(e) Travel Via Air

When commercial aircraft transportation is approved, the “cost of public carrier” shall mean the cost of air coach class rate including tax and security surcharges.

(f) Incidental Travel Expenses

Reimbursement will be provided for the cost of incidental travel expenses such as bridge tolls, road tolls and parking fees if such expenses are incurred as part of County business and approved by the appointing authority. Valet parking will not be reimbursed unless self-parking is not available or security is a concern.

Section 7 – Meals and Lodging

- (a) Meal and lodging expenses shall not be allowed without prior approval of the appointing authority or designee as necessary for the purpose of conducting County business. Meal and lodging selections should represent a reasonable cost to the County and be generally consistent with the rates established by the General Services Administration (GSA). Excess charges for meals and lodging greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention or conference requirement (e.g., lodging at the hotel where the conference is held) or if County business requires lodging and meals in an area of unusually high cost (i.e., Non-Standard Areas as established by the GSA such as San Francisco Bay area, Sacramento, Los Angeles and San Diego). Employees may be reimbursed for expenses in high cost areas for the actual cost incurred, but generally not to exceed the per diem amounts established by the

GSA for that area and month. Original Receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provided below for all meal expenses claimed.

- (b) An employee may be reimbursed for lodging expenses at actual cost, generally not to exceed the standard lodging per diem rate as established by the GSA, except as otherwise provided in Section 7, paragraph (a) of this Article. The allowance for lodging is seventy-five dollars (\$75.00) plus tax, per night, single, with receipt.
- (c) Except as otherwise provided in Section 7, paragraph (a) of this Article, reimbursements Compensation for meal expenses for up to three (3) separate meals per day may be provided as follows:
- (1) Option 1—With receipts, an employee may be reimbursed for meal expenses at actual cost, up to fifty dollars (\$50.00) per day, including tax and gratuity, for three (3) meals, not to exceed 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.
 - (2) Option 2—Without receipts, an employee may be reimbursed for meal expenses at per diem rates up to \$34.00 per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, not to exceed six dollars (\$6.00) for breakfast, nine dollars (\$9.00) for lunch, and nineteen dollars (\$19.00) for dinner, all including tax and gratuity.
(2)
 - (3) Where the cost of a meal is included as part of a registration charge for an event (e.g., continental breakfast at a conference or training seminar) or in the cost of lodging, an employee may not claim reimbursement for that meal. 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)(d) 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/Treasurer/Tax Collector through submission of the appropriate form. Advancements shall not exceed the maximum ~~per diem~~ amounts for each meal as set forth in Section 7, paragraph (c)(2) 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/Treasurer/Tax Collector may recover the amount advanced from the employee's pay.

Section 9 – County Credit/Debit Cards

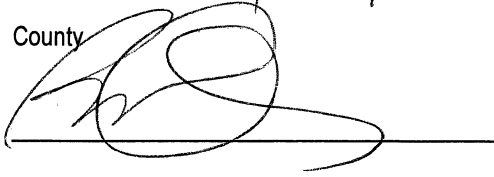
The appointing authority may issue a County credit or debit card to an employee and require business expenses be paid for with said card. Further, the County may require that meal and lodging expenses be limited to the maximum amounts listed in Section 7, paragraphs (b) and (c) above. If unauthorized 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/Treasurer/Tax Collector may recover any unauthorized charges from the employee's pay.

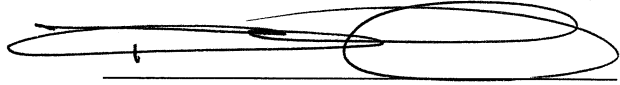
Date Agreed:

4/24/19

County

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Teamsters Local 1932

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add per Sec 10. RW

County Proposal 6-7

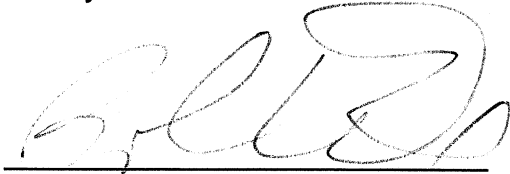
1-11-19

EXTRA-HELP/RECURRENT EMPLOYEES

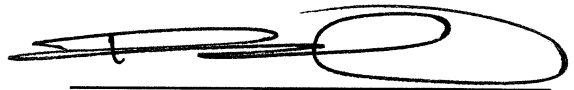
Extra-help and Recurrent employees are not covered by this MOU and should not displace existing regular employees. The County shall provide Teamsters ~~the Association~~, upon its request, a report each quarter of the department, employee name and total hours worked during the year of employees working in an extra-help/recurrent capacity in Teamsters- represented classifications. The County is willing to meet with Teamsters if there are concerns regarding the results of the report.

Date Agreed: 1-11-19

County



Teamsters Local 1932



County Counterproposal 5/20/19

1.24

FULL UNDERSTANDING, MODIFICATION AND WAIVER

ALL UNITS

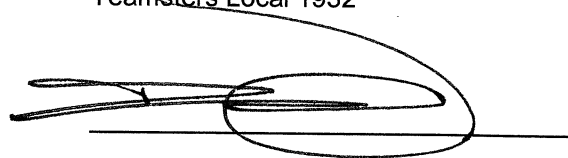
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration therefore constitute the complete and total contract between the County and Teamsters with respect to wages, hours, and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore the County and Teamsters for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. This ~~article section~~ shall not act as a waiver of any reserved or customary County management rights or act as a waiver of Teamsters' right to bargain the impact of the County's exercise of its exclusive management's rights if legally required to do so. ~~The County's failure to exercise any management rights, shall not be considered a waiver of the County's ability to exercise such reserved and/or customary management rights.~~

Date Agreed: 5/20/19

County



Teamsters Local 1932



GRIEVANCE PROCEDURE

ALL UNITS

Section 1 – Purpose

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

Section 2 – Definition of a Grievance

A grievance is a disagreement between County management and an employee, group of employees, or Teamsters concerning the interpretation, application, or alleged violation of a specific Article(s) of this Agreement. Teamsters may not independently submit or process a formal grievance, unless it alleges that at least one (1) employee within the Unit has suffered detriment as a result of the aggrieved contract provision. 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. Group grievances shall name all harmed employees and/or classifications and identify the departments and/or work locations of such employees. Where a group grievance is filed, one (1) employee in the group shall be selected by Teamsters to process the grievance. A grievant shall be entitled to Teamsters representation at any step under this Grievance Procedure.

Section 3 – Jurisdiction

The Director of Human Resources or designee, in consultation with the County Labor Relations Chief, shall have the sole authority within the County structure to provide the official management interpretation or application to any and all provisions of this Agreement. The arbitrator has the final authority 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.

Section 4 – Exclusions

In that only regular employees are covered by the Personnel Rules, Any dispute which may arise between parties involving the application, meaning, or interpretation of the Personnel Rules shall be settled by the Civil Service Commission in accordance with the appropriate appeal procedure established in the Personnel Rules except as modified by the parties in this Agreement via Section 11 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; federal or state statutes, rules or regulations; or County Charter.

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

matter.

Except as otherwise provided by this Agreement or state or federal statute, this Grievance Procedure shall be the sole and exclusive procedure for seeking recourse for any grievance, as defined in Section 2 of this Article.

Any grievance will be terminated once an EEO complaint is filed on the issue being grieved.

Section 5 – Representation

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

Section 6 – Consolidation of Grievances

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

Section 7 – Time Limitations and Notification

Time limitations are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties. If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. For purposes of this Grievance Procedure, notification to a party may be given either personally, by U.S. mail, telephonically, by facsimile, or via E-mail.

The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified. A grievance may be entertained or advanced to any step beyond Step 2, 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 calendar day following deposit of notice with the United States Postal Service, unless the party can establish that notice was not actually received as a result of circumstances beyond the party's control.

Section 8 – Steps in the Grievance Procedure (Section 8 TA'd by the parties on 12/6/18)

Section 9 – Unfair Labor Practices/Unit Changes (Section 9 TA'd by the parties on 11/28/18)

Section 10 – Mediation

Prior to Step 5 – Pre-Arbitration. The parties (Director of Human Resources or designee and Teamsters) may by mutual agreement utilize mediation for grievances filed under the provisions of this Agreement. Additionally, prior to the Prehearing Conference provided for by the Personnel Rules, the parties (Director of Human Resources or designee and Teamsters) may by mutual agreement utilize mediation for disciplinary appeals accepted for hearing under the Personnel Rules by the Civil Service Commission. The mediation process described in this Section may be invoked only by the two parties identified herein and is expressly an exception to the language contained in Section 5 of this Article.

The parameters of the mediation process, where mutual resolution of the grievance or disciplinary appeal is sought, are as follows:

- (a) The parties (Director of Human Resources or designee and Teamsters) shall exchange in writing the agreement to refer a specific grievance or disciplinary appeal to mediation.
- (b) The grievant/appellant shall have the right to be present, represented by Teamsters as the sole, exclusive bargaining agent.
- (c) The grievant/appellant shall have Teamsters as the singular spokesperson and the County a representative from the Human Resources Employee Relations Division, with neither side allowed the presence of an attorney.
- (d) Any written material submitted to the mediator shall be returned to the party providing the material at the conclusion of the mediation meeting.
- (e) The mediation process shall be as follows:
 - (1) The mediation meeting shall be an informal process, limited to a one (1) hour presentation for each side, not restricted to the rules of evidence, no retention of a proceedings record.
 - (2) The mediator will meet jointly with the parties and separately, if necessary.
 - (3) The mediator has no authority to compel resolution of the matter mediated.
 - (4) The oral advisory opinion of the mediator shall be given at the conclusion of the meeting and the parties may opt to agree in writing to the opinion, reject the same mutually or singularly and proceed to the next step of the usual process, or remove the matter from the process by mutual agreement.
 - (5) The advisory opinion accepted in writing by the two parties does not constitute a precedent and is not admissible as evidence in any future process governed by this Agreement or Personnel Rules.
- (f) Where possible the parties shall utilize the mediation services provided by the California State Mediation and Conciliation Service. In the event that the mediation process would result in fees for service rendered by the State or by use of a private hearing officer, such costs shall be equally divided between the employee's department and Teamsters.
- (g) The post-mediation process is restricted by the following:
 - (1) No person serving in the capacity as a mediator may serve as the hearing officer/arbitrator for the same case should the same be forwarded to arbitration or a Personnel Rules disciplinary hearing.
 - (2) No reference to a matter mediated may be utilized in a subsequent arbitration or hearing unless stated in writing at a step prior to the mediation. The penalty for violation of this understanding shall be forfeiture of the hearing or appeal by the party violating the same.
- (h) This procedure may be modified by mutual agreement of both parties.

Section 11 – Disciplinary Hearings

(a) Formal Discipline

The parties agree that in the cases of "major discipline" (as defined in this Section) brought against an employee or employees represented by Teamsters, the costs for disciplinary hearing to be conducted by a hearing officer per Section X of the Personnel Rules shall be shared equally between the County Department of the appellant(s) and Teamsters when the appellant is represented by Teamsters. Upon mutual agreement of the parties, a case involving major discipline may be heard by the Civil Service Commission.

For the purposes of this Section, "major discipline" includes termination, demotion, or suspension of 30 or more calendar days. For all other disciplinary cases, either party may request the use of a hearing officer with

costs to be shared equally. If only one party elects the use of a hearing officer, the party requesting the hearing officer will pay all hearing costs. For all disciplinary cases heard by a hearing officer, the parties shall jointly select a hearing officer from the list of hearing officers approved by the Civil Service Commission and utilize the striking process when a mutual selection of a hearing officer cannot be reached.

The Civil Service Commission shall either accept or reject the hearing officer's findings and recommendations in its entirety 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 or more of the following reasons:

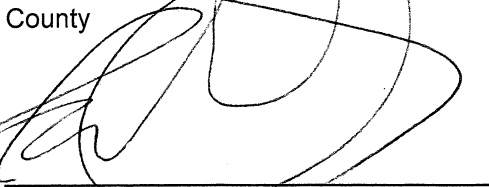
- (1) The recommendation was procured by corruption, fraud, or other undue means.
- (2) There was corruption in the hearing officer.
- (3) The rights of a party were substantially prejudiced by the misconduct of the neutral hearing officer.
- (4) The hearing officer exceeded his/her powers on the matter submitted.
- (5) 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.

(b) Non-formal Discipline

Counseling memos (e.g., Memos of Counseling, Personnel Reports, Records of Discussion, Memos of Concern or other such documents) and Letters of Reprimand are not subject to the Grievance Procedure or the appeal process provided in the Personnel Rules. However, if the employee believes that certain facts were not considered or presented prior to him/her receiving the non-formal discipline, the employee may contact his/her supervisor as soon as possible to schedule a meeting to discuss reconsideration of the non-formal discipline. If a mutually acceptable solution has not been reached, the employee may submit a written rebuttal to the Human Resources Officer assigned to his/her department as soon as practicable, and may request to schedule a meeting to discuss reconsideration of the non-formal discipline.

Date Agreed: 2-21-19

County 

Teamsters Local 1932



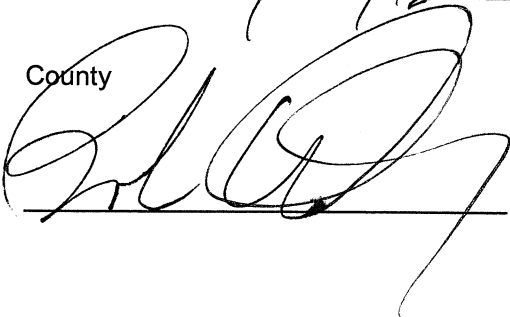
GRIEVANCE PROCEDURE

Section 2 – Definition of a Grievance

A grievance is a disagreement between County management and an employee, group of employees, or Teamsters concerning the interpretation, application, or alleged violation of a specific Article(s) of this Agreement. Teamsters may not independently submit or process a formal grievance, unless it alleges that at least one (1) employee within the Unit has suffered detriment as a result of the aggrieved contract provision. 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. Group grievances shall name all harmed employees and/or classifications and identify the departments and/or work locations of such employees. Where a group grievance is filed, one (1) employee in the group shall be selected by Teamsters to process the grievance. A grievant shall be entitled to Teamsters representation at any step under this Grievance Procedure.

Date Agreed: 11/28/18

County



Teamsters Local 1932



T/A

GRIEVANCE PROCEDURE

The County rejects Teamsters' proposed changes to Section 8 Step 2. The County proposes that the remaining language of Section 8 remain as current language, except for Step 6, which the County counter proposes the following:

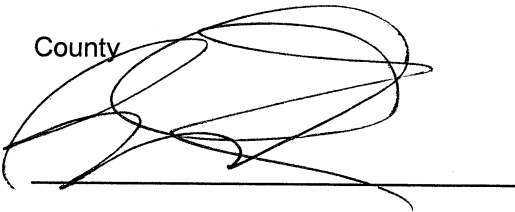
Section 8, Step 6 Arbitration

- (e) The decision by the arbitrator shall be final and binding on all parties unless there is a financial impact of greater than ~~ten~~ ~~two~~ ~~thousand~~ ~~five~~ ~~hundred~~ ~~dollars~~ (\$10,000~~2,500~~), in which case it shall be subject to approval of the Board of Supervisors.


~~15,000~~

Date Agreed: 12-6-18

County



Teamsters Local 1932



TEAMSTERS LOCAL 1932

County Proposal 11/28/18

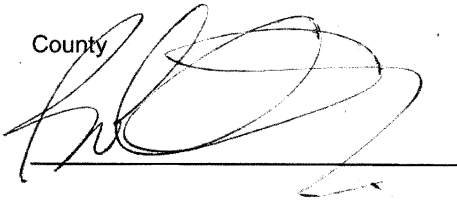
GRIEVANCE PROCEDURE

Section 9 – Unfair Labor Practices/Unit Changes

Unfair labor practice charges shall be adjudicated by the California Public Employment Relations Board and ~~as well as~~ unit modification and unit determination disputes shall be adjudicated pursuant to the County's Employee Relations Ordinance ~~by the California Public Employment Relations Board.~~

Date Agreed: 11/29/18

County



Teamsters Local 1932



County Proposal 5/20/19

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HYBRID PENSION OPTION

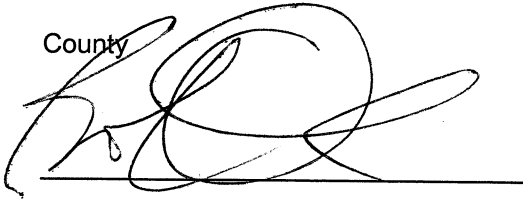
ALL UNITS

Thirty (30) days following Board approval of a successor MOU, the County and Teamsters Local 1932 shall establish a working group, along with SBCERA, to discuss a hybrid pension option for newly hired employees who prefer a hybrid pension in lieu of the traditional pension option. No employee shall be required to choose a hybrid pension in lieu of the traditional pension option. If the parties agree, they shall support legislation necessary for the establishment of a hybrid pension option.

It is expressly understood that ~~the~~ a hybrid pension option shall not go

Date Agreed: 5/20/19

County



Teamsters Local 1932



→ into effect unless the County and Teamsters agree. (RC)

LABOR MANAGEMENT TASK FORCE

ALL UNITS — EXCEPT MANAGEMENT

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to the County and Teamsters. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

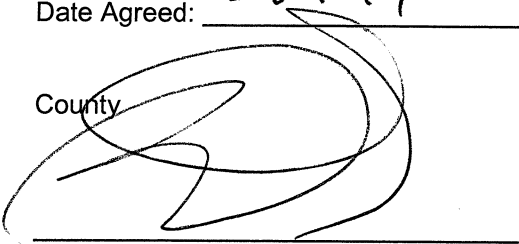
To this end, the parties agree that Labor-Management Task Forces comprised of equal numbers of management and employees shall be created as necessary to address issues which affect the efficient and effective delivery of public services appropriate to each department and Unit employees. The purpose of such task force(s) shall be to:

- (a) Review and provide input on proposed departmental policies and procedures.
- (b) Develop, review, and prioritize work simplification project proposals.
- (c) Develop and review solutions to specific program problems.
- (d) Review workload/caseload distribution.


The composition of each task force shall be determined by the appointing authority in conjunction with the Employee Relations Division of the Human Resources Department and the Union Association. The chairperson(s) of each the task force shall be selected by the appointing authority. Meetings will be held as often as necessary to discharge the functions of each the task force. Each The task force will establish reasonable time frames for the accomplishment of its charges. Recommendations of each the task force will be arrived at by consensus and shall be submitted in writing to the appointing authority and/or County Administrative Office, as appropriate, for final review and action, ~~subject to review and approval.~~ Each The task force shall not have any right or authority to abrogate representation rights of Teamsters, or County Management Rights, the authority of the County Administrative Office, or the Board of Supervisors on matters which require the Board's approval.

Date Agreed: 5-29-19

County



Teamsters Local 1932



TEAMSTERS LOCAL 1932

County Counterproposal 1/11/19

LABOR MANAGEMENT TASK FORCE

ALL UNITS – EXCEPT MANAGEMENT

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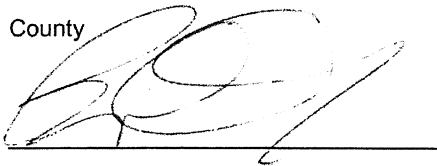
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- (c) Develop and review solutions to specific program problems.
- (d) Review workload distribution *caseload RW CG*

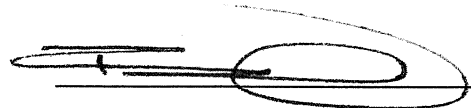
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Date Agreed: 2/13/19

County



Teamsters Local 1932



NOTE: The County proposes not to include new articles Caseload Labor Management Committee and Temporary Workload Increase into the successor MOU; however, the County does agree that those are appropriate subjects for discussion in a Labor Management Task Force. Therefore, the County has proposed to add sub-section (d) to this article.

LABOR MANAGEMENT TASK FORCE

ALL UNITS – EXCEPT MANAGEMENT

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to the County and Teamsters. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

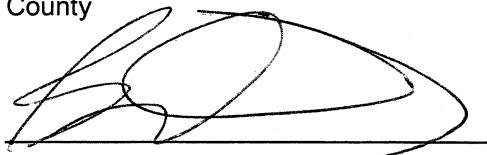
To this end, the parties agree that Labor-Management Task Forces comprised of equal numbers of management and employees shall be created as necessary to address issues which affect the efficient and effective delivery of public services appropriate to each department and Unit employees. The purpose of such task force(s) shall be to:

- (a) Review and provide input on proposed departmental policies and procedures.
- (b) Develop, review, and prioritize work simplification project proposals.
- (c) Develop and review solutions to specific program problems.
- (d) Review workload distribution.

The composition of each task force shall be determined by the appointing authority in conjunction with the Employee Relations Division of the Human Resources Department and the Union Association. The chairperson(s) of each the task force shall be selected by the appointing authority. Meetings will be held as often as necessary to discharge the functions of each the task force. Each The task force will establish reasonable time frames for the accomplishment of its charges. Recommendations of each the task force will be arrived at by consensus and shall be submitted in writing to the appointing authority and/or County Administrative Office, as appropriate, for final review and action, ~~subject to review and approval~~. Each The task force shall not have any right or authority to abrogate representation rights of Teamsters or County Management Rights, the authority of the County Administrative Office, or the Board of Supervisors on matters which require the Board's approval.

Date Agreed: 2/13/14

County



Teamsters Local 1932



NOTE: The County proposes not to include new articles Caseload Labor Management Committee and Temporary Workload Increase into the successor MOU; however, the County does agree that those are appropriate subjects for discussion in a Labor Management Task Force. Therefore, the County has proposed to add sub-section (d) to this article.

LAYOFF

ALL UNITS

Section 1 – General Provisions

- (a) "Layoff" Definition – A layoff is the involuntary separation longer than thirty (30) days or reduction 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 identified and authorized for deletion, or when funds are withdrawn from a previously funded position.
- (b) "Temporary Layoff" Definition – An involuntary separation not to exceed thirty (30) consecutive work days. Prior to temporary layoff, the employee(s) and Teamsters Local 1932 shall be given fifteen (15) days advanced notice. Temporary Layoff applies only to regular positions. At the conclusion of a temporary layoff the employee(s) shall be returned to his/her former classification in the same department.

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 Public Employees Association~~ Teamsters Local 1932 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, and an affected employee receives formal notification providing options of alternate positions, if applicable, the employee shall be entitled to threetwo (32) work days to return decision to the appointing authority or designee. Employees shall receive fifteen (15) days notification prior to layoff.

Section 3 – Order of Layoff

Layoffs as defined in Section 1(a) of this Article shall be made by classification within a department ~~or a group of departments identified as a group in the County Ordinance~~ at the time of layoff.

- (a) 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 in a regular position with the County between two (2) or more employees, the order of layoff shall be determined on the basis of total time of continuous County service in that particular classification. In the event of a tie in total time of continuous County service in that particular classification between two (2) or more employees, the order of layoff shall be determined by lot at the discretion of the appointing authority.
- (b) Before any reduction in the work force of regular employees occurs, all extra-help, recurrent, provisional, probationary, unclassified or other individuals without regular status in the affected classifications within the affected ~~non-group department/group~~ shall be terminated. For purposes of layoff, trainees and most recently hired dual appointments shall be treated the same as probationary employees. Employee status will be determined as of the date the layoff plan is approved by the Director of Human Resources.
- (c) Probationary employees and employees assigned to a vacant higher level position, pursuant to the Temporary Performance of Higher Level Duties Article, 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.

- (d) When a classification has a dual concept or multiple options including extended range, the Director of Human Resources may authorize layoffs by specialty or option within the 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 one of the filled junior positions within their current classification. Filled junior positions will be defined as the number of filled positions within the affected classification equal to the number of positions identified for deletion within that classification in the approved layoff plan, but not less than 20, if they exist. 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 whose position is to be deleted does not have sufficient seniority to bump another employee in their current classification within the ~~non-group~~ department/~~group~~ and has previously held regular status in a lower classification, reduction in classification (bumping) within the affected ~~non-group~~ department/~~group~~ shall be approved. Reductions in classification shall first be made to the next lower classification in which the employee has regular status. 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) In the event a junior employee is bumped pursuant to (e) or (f) above, 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 ~~non-group~~ department/~~group~~, 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 without right to return to work, but placement on an eligible list.
 - (3) To voluntarily resign.

Options (1) and (2) require the approval of the Director of Human Resources or designee.

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, Teamsters shall be immediately 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 or an employee who is reduced in classification as a result of a layoff 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 ~~non-group~~ department/group in the same classification to the one in which the employee has previously held regular status.

(b) Any regular employee who is laid-off or reduced in classification as a result of 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.

(c) During the first twelve (12) months following a layoff laid-off regular employees or an employee who is reduced in classification as a result of a layoff shall be placed on a Department Reinstatement List. Such employees shall have reinstatement rights for the classification from which the employee was laid off or reduced in classification. The employee shall be entitled to three (3) work days to accept an offer to return to work from the date of the offer. Employees who decline or fail to respond to an offer shall be removed from the Department Reinstatement List.

provided the employee was at least meets standards at time of (etc)

Any vacancy to be filled within the Department shall be offered first in reverse order of the layoff. If there are any ties, such ties shall be broken pursuant to the process described in 3(a) of this article.

Section 6 – List Placement and Training

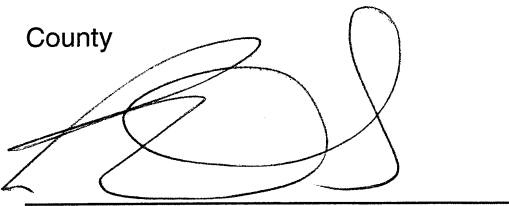
Pursuant to Rule ~~5.3V, Section 3~~ of the Personnel Rules, the County will make every effort to place laid-off employees, or employees reduced in classification as a result of layoff, on current eligible lists, either related or non-related to their former classification, for which the salary is equivalent or lower and for which they meet the minimum qualifications. When departments hire layoff affected employees for positions non-related to their former job classifications, the department will be encouraged to consider the probationary period for training purposes in the non-related field.

Section 7 – Reemployment from Layoff

A regular employee who has been laid off from County employment and is subsequently rehired to a regular position shall be reemployed in the same manner as described in the Reemployment Article in this Agreement.

Date Agreed: 1/15/19

County



Teamsters Local 1932





Teamsters Local 1932

Union agrees to these sections
of County Counterproposal No: 1/24/19 #8 Tendered to the Employer: _____

LEAVE PROVISIONS

Section 1 – Sick Leave

(a) Definitions

- (1) Sick Leave – 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, for a medical, optical, or dental appointment, for certain purposes related to being a victim of domestic violence, sexual assault or stalking, or other purpose authorized herein.
 - (2) Immediate Family Member – ~~Immediate fFamily Member~~ is defined by Labor Code section 245.5, as a parent, child, spouse, or registered domestic partner as defined by California Family Code Section 297, grandparent, grandchild, or sibling. As defined by the California Labor Code Section 233, a "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child to whom the employee of a person standings in loco parentis. As defined in California Labor Code Section 233, pParent means a biological, foster, or adoptive parent, a stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - (3) Extended Family – Extended family is defined as ~~grandchild, grandparent, sibling, parent/sibling-in-law,~~ aunt, uncle, niece, nephew, ward of the court, or any step relations as defined herein.
- (b) Accumulation – Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.39 hours per pay period, except as provided in Section 5 of this Article. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. 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. There shall be no limit on sick leave accumulation.
- (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. The minimum charge against accumulated sick leave shall be fifteen (15) minutes.
- (d) Administration
- (1) Investigation – It shall be the responsibility and duty of each appointing authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Director of Human Resources.
 - (2) Notice of Sickness – In twenty-four (24) hour departments and for employees whose work assignment requires leaving their assigned work site together with one or more other employees

shortly after reporting to work (e.g., clinic staff, road crews), 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 may review and determine the justification of any request for sick leave with pay and may, in the interest of the County, require information from a medical report by a doctor to support a claim for sick leave pay.
- (4) Proof – A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness if requested by the appointing authority. All requests for proof of illness shall be made in compliance with the Labor Code and other law ~~Department policies requiring doctor's certifications or other adequate proof may be subject to review by the Director of Human Resources, or his/her designee.~~
- (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.

(f) Return-to-Work Medical Clearance

- (1) Under any of 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 San Bernardino County Center for Employee Health and Wellness.~~
- (2) Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Article.
- (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

for Employee Health and Wellness at or prior to the employee's scheduled appointment time.

- (4) Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.
 - (5) 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 required notice has been provided 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.
- (i) Perfect Attendance – Regular full-time employees regularly scheduled at least seventy-two (72) hours per pay period, who do not utilize any sick leave, any leave (e.g., vacation) in lieu of sick leave, or benefits in lieu of sick leave (e.g., workers' compensation, Short-Term Disability partial/full integration, etc.), in pay periods 1 through 26 consecutively (or 27 when applicable) and who do not record any sick leave without pay, absent without pay, Medical Emergency Leave, or military leave during those consecutive pay periods shall be eligible for Perfect Attendance. Employees who qualify for Perfect Attendance shall be reimbursed up to a maximum of \$299 for an annual individual (employee only) health club membership. Health club membership cost must be incurred and submitted for reimbursement within a reasonable period of time from when it was awarded. In lieu of the reimbursement, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash-out provision, from the pay period the perfect attendance leave is credited to the employee's leave balances until the end of pay period 26 (or 27 when applicable) of that year. Perfect Attendance benefits shall be prorated for employees scheduled less than eighty (80) hours per pay period. For example, an employee who is regularly scheduled 72 hours per pay period would be eligible for a \$269 health club reimbursement or 14.4 hours of perfect attendance leave. Failure to utilize perfect attendance leave by pay period 26 (or 27 when applicable) of the year in which it was credited to the employee's leave balances 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 the same.

Tentative Agreement

X

Teamsters Local 1932

X

San Bernardino County

2-5-19

Date

LEAVE PROVISIONS

Section 1 – Sick Leave

(e) Sick Leave for Other than Personal Illness/Injury

- (1) Family Sick Leave – ~~As provided in California Labor Code Section 233, f~~For all units, a maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon ~~the~~ family members of the employee's ~~immediate~~ family who require the attention of the employee.

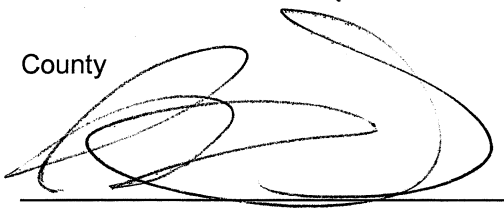
Upon approval of the appointing authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who require the attention of the employee.

There shall be no limit for Clerical Unit employees' use of sick leave for care upon a family member of the employee's ~~immediate~~ or extended family who reside in the employee's home.

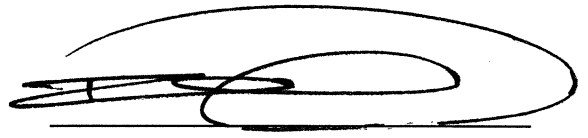
- (2) Bereavement – A maximum of three (3) days earned sick leave may be used per occurrence for bereavement due to the death of a family member ~~of members of the employee's persons in the immediate or extended family,~~ as defined herein, or any relative who resided with the employee.
- (3) Birth/Adoption – 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. An employee who is the non-delivering parent ~~(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/her child.
- (4) Medical, Optical or Dental Appointments – The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

Date Agreed: 6/19/19

County



Teamsters Local 1932



NOTE: The County recognizes that as a result of the death of a family member an employee may become ill, and based on that illness the employee may be eligible to use his/her sick leave subject to the requirements of the sick leave article. Such time would be considered sick leave and not bereavement leave.

LEAVE PROVISIONS

Section 1 – Sick Leave

(g) Workers' Compensation

up to

(1) "40-Time". Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for ~~forty~~ forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. The ~~forty~~ forty (40) hours (often referred "40 Time") shall be eligible to be used to cover the three (3) day waiting period as provided by Labor Code 4652 and any subsequent follow-up appointments (e.g., doctor's appointment to remove a cast, physical therapy, etc.) related to that specific approved claim.

~~(4)(2) Thereafter, Leave Integration. Employees may choose to use accumulated paid leave (e.g., vacation leave, sick leave, PTO, etc.) may be on a prorated basis to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee. Employees eligible for salary continuation pursuant to Labor Code 4850 are not entitled to this paid time.~~

~~(2)(3) 4850 Time. Employees covered by Section 4850 of the Labor Code 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.~~

Date Agreed: 3/20/19

County

Teamsters Local 1932



Teamsters Local 1932

Union Counterproposal No: 1/24/19 #8

Tendered to the Employer: _____

LEAVE PROVISIONS

ALL UNITS

Section 1 – Sick Leave

- (j) Sick Leave Conversion Option (except Management Unit and “management level” nurses in the Nurses Supervisory and Management Unit (i.e. Clinical Director II, Clinical Director I, Unit Manager, and Clinic Unit Manager))– 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

- (k) Sick Leave Conversion Option (Management Unit and “management level” nurses in the Nurses Supervisory and Management Unit (Clinical Director II, Clinical Director I, Unit Manager, and Clinic Unit Manager Only)) – Any sick leave hours converted to vacation leave hours are not considered time accrued for the current calendar year. The following guidelines apply:

- (1) Employees who have contributed to a public sector retirement(s) for over ten (10) years and have not withdrawn the contribution from the system(s) may exchange accrued sick leave hours in excess of eight hundred (800) hours for vacation time.
- (2) Sick leave must be exchanged in ten (10) hour increments.
- (3) A maximum of eighty (80) sick leave hours may be converted.

(4) The ratio of exchange is as follows:

Sick Leave Balance at Time of Conversion

800 or more hours

Sick Leave to Vacation Leave Conversion Ratio

2 sick hours to 1 hour vacation

Tentative Agreement

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Teamsters Local 1932

X 

San Bernardino County

2-5-19

Date

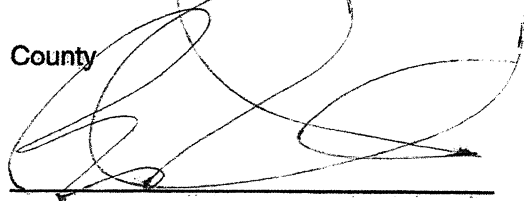
LEAVE PROVISIONS

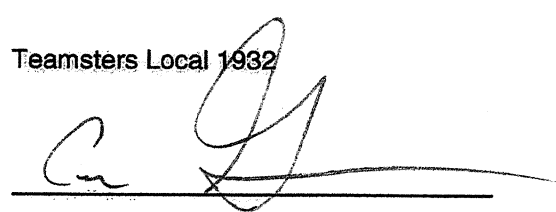
Section 2 – Bereavement Leave

Employees in regular positions may use up to two (2) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of a family member of the employee's immediate family as defined under Section 1(a)(2) of this Article.

One (1) additional day shall be granted if the employee travels over one thousand (1,000) miles from his/her residence to the bereavement service(s). This additional day shall not be charged to the employee's personal leave balances.

Date Agreed: 03-13-19

County 

Teamsters Local 1932 

12-20-18

LEAVE PROVISIONS

Section 5 – Leave Accruals While on Disability Leave

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

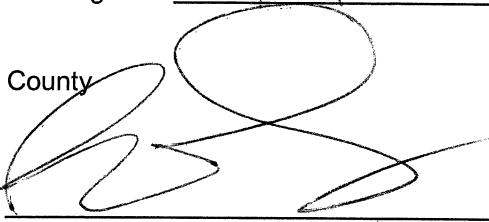
The maximum amount the employee receives from integrating leave time with disability payments shall not exceed 100% of the employee's base salary. Paid personal leave time coded on the employee's Time and Labor Report will be limited to the amount of leave necessary to integrate benefits to the level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

Employees who are fully integrating accrued leave time with disability benefits shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating shall earn prorated vacation and sick leave accruals based upon paid leave time coded on the Time and Labor Report only.

Employees who are fully integrating paid leave time with disability benefit(s) will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period and have no unapproved leave for the pay period. Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions in Section 4 of this Article.

Date Agreed: 2/13/19

County



Teamsters Local 1932



NOTE: The County counter proposes to maintain the current MOU language of the Leave Accruals While on Disability section of the Leave Provisions article.

LEAVE PROVISIONS

9

Section 9 – Special Leaves of Absence Without Pay

(a) General Provisions

A special leave of absence without pay for a period not exceeding one (1) year 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. 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 specified in Section 5 of the Medical and Dental Coverage Article of this Agreement. 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 husband and wife 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) Definition – 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 to 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 may 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 hire date for purposes of leave accruals and step advances; except that the employee will not receive service credit for the period of time the employee is on the 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 ninety (90) calendar days after the date of expiration of the leave of absence. The ninety (90) days shall run concurrently with the first ninety (90) days of the one (1) year period provided in the Reemployment Article.

(4) Long-Term Medical Leave of Absence

- (i) Definition – An employee with regular status who suffers from a serious 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 requirements 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.

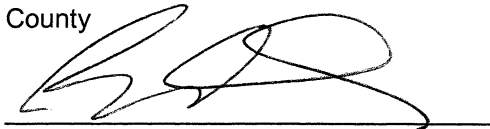
The employee will be removed from his/her position so that the department may fill behind the employee. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

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.

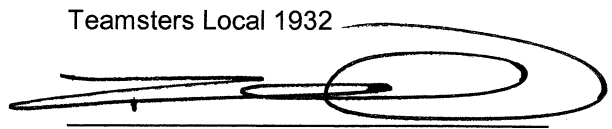
- (ii) Upon return from a medical leave of absence, the employee shall retain hire date for purposes of leave accruals and step advances; except that the employee will not receive service credit for the period of time the employee is on the medical leave of absence.

Date Agreed: 2/13/19

County



Teamsters Local 1932



NOTE: The County proposes to maintain the current MOU language of the Special Leaves of Absence Without Pay section.

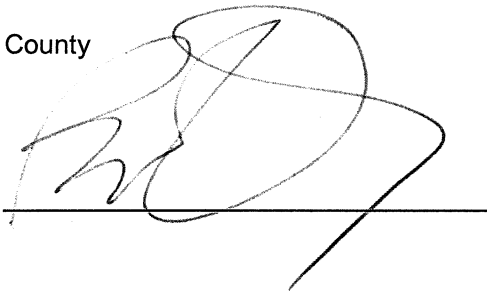
LEAVE PROVISIONS

Section 10 – 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. If an employee is required to report to jury duty during hours the employee is not scheduled to work (e.g., it is the employee's normal day off, the employee is off work pursuant to an FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Jury Duty Leave for those hours. When practicable, the appointing authority will convert an employee's regular 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. The employee will not be required to return to work if more than one (1) hour remains after the employee has completed jury duty and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank." Employees volunteering to serve on a Grand Jury shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 97 of this Article.

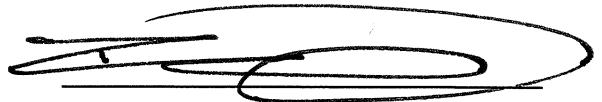
Date Agreed: 2/5/19

County



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Teamsters Local 1932



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LEAVE PROVISIONS

Section 11 – Examination Time

Employees having regular status in regular positions at the time of application, or employees who do not have regular status but have previously held regular status and continuously remained a County employee, shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes (e.g., selection interviews) required for selection to a different County position. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. An employee is not entitled to compensation if the employee is able to complete the examination on his/her own non-working time (e.g., online exams). If an employee is unable to complete an online examination as a result of lack of access to the necessary equipment/software, the employee must contact Human Resources prior to the specified test completion deadline and alternative arrangements will be made for the employee so that he/she can complete the online exam. Employees must report to work before and after examination time provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after Examination Time and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank." ~~Employees having probationary status, including those who have previously held regular status in another classification, are not entitled to examination time off with pay.~~

Date Agreed: 2-21-19

County



Teamsters Local 1932



County Proposal _____

LIFE INSURANCE

10

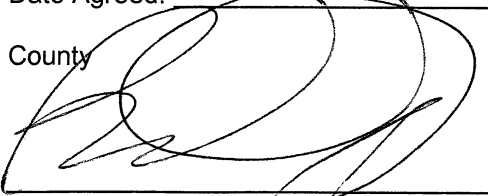
ALL UNITS

- (a) The County agrees to pay the premium for a term life insurance policy for each employee based on scheduled work hours according to the table below. 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 in paid status ~~works and receives pay for one half plus one of their regularly scheduled hours~~ and shall continue for each pay period in which the employee is in a paid status ~~receives pay for one half plus one of their regularly scheduled hours~~. For example, an employee scheduled for eighty (80) hours ~~must be paid for a minimum of forty one (41) hours~~. For pay periods in which the employee is not in paid status ~~does not meet the paid hours requirement~~, the employee shall have the option of continuing life insurance coverage at the employee's expense.

Bargaining Unit	Amount of Life Insurance	
	Scheduled Hours from 40 to 60	Scheduled Hours from 61 to 80
Administrative Services	\$25,000	\$50,000
Clerical	\$10,000	\$20,000
Craft, Labor & Trades	\$10,000	\$20,000
Management and Clinical Director II, Clinical Director I, Unit Manager, and Clinic Unit Manager	\$25,000	\$50,000
Supervisory	\$17,000	\$35,000
Supervisory Nurses, except Clinical Director II, Clinical Director I, Unit Manager, and Clinic Unit Manager	\$17,000	\$35,000
Technical & Inspection	\$17,000	\$35,000

- (b) The County further agrees to make available to each employee a group term life insurance program wherein the employee may purchase additional term life insurance in the amounts specified in the Certificate of Insurance. New employees shall become initially eligible to participate in these programs on the first day of the pay period following the pay period in which the employee works and receives pay for one half plus one of their regularly scheduled hours.

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

Date Agreed: 2-21-19
 County 

Teamsters Local 1932 

12ME
SIDE TABLE

2

TEAMSTERS LOCAL 1932

County Counterproposal 7/24/19

LOW CENSUS

At the sole discretion of the County, if during the term of this agreement the County determines that conditions exist that, due to low workload (e.g., low patient census, etc.), would require the County to implement measures to deal with such conditions, the parties agree that regular employees at Arrowhead Regional Medical Center covered by this MOU may be relieved from duty without pay at any time if it is determined that the workload is such that their services are not immediately necessary.

Before regular employees are relieved from duty, the following must first occur:

- (1) Any temp agency or registry employee will be relieved from duty.
- ~~(1)(2)~~ Employees working a non-regularly scheduled shift shall be relieved from duty.
- ~~(2)(3)~~ Employees will be polled to determine whether or not any of them wish to volunteer for relief from duty. Employees who volunteer for relief from duty shall be eligible to use appropriate paid or unpaid leave (e.g., Vacation, Holiday, Compensatory Time, Voluntary Time Off).
- ~~(3)(1)~~ Any temp agency employee will be relieved from duty.
- (4) Any extra-help, intermittent, or "Per Diem" employee will be relieved from duty.
- (4)(5) Any traveler employee will be relived from duty.
- ~~(5)(6)~~ Any Contract employee in a Teamsters Local 1932 bargaining unit will be relieved from duty.
- ~~(6)(7)~~ Any regular employee working a regularly scheduled shift will be relieved from duty.
- ~~(7)(8)~~ The order of call off may be altered to retain an employee whose skills and competencies are required for safe patient care, but shall not be used in a punitive or arbitrary manner.

Special Provisions

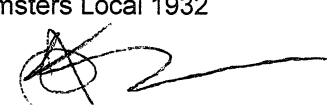
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- (1) An employee who is not notified at least one hour prior to the beginning of a scheduled shift and who reports for work, will be worked and paid a minimum of four (4) hours. This minimum guarantee shall not apply if the County has contacted the employee by telephone at least one hour prior to the beginning of the shift.
- ~~An employee who the Department does not attempt to notify of a call-off pursuant to this article prior to the beginning of a scheduled shift and who reports for work, will be provided a minimum of one (1) hour of work. This minimum guarantee shall not apply if the Department has attempted to contact the employee prior to the beginning of the shift.~~
- (2) An employee who is called off for a shift during a pay period shall, consistent with the Overtime article, have the opportunity to work additional hours, shifts, etc., provided the additional hours, shifts, etc., are available and the employee is approved to work.
- (3) An employees who is called off or who volunteers for relief from duty shall be eligible to use appropriate paid or unpaid leave (e.g., Vacation, Holiday, Compensatory Time, Voluntary Time Off) provided the employee meets the eligibility requirements to use such leave.
- (4) The County shall notify the Union, upon its request, of any employees who are called off.

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Date Agreed: 7/27/19

County 

Teamsters Local 1932 

MEDICAL EMERGENCY LEAVE

ALL UNITS

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 for Medical Emergency Leave donations – subsequent accruals will not affect eligibility; and (4) have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.
- (c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation wage replacement (e.g., coding TTD, etc.) benefits. An employee eligible for State Disability 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) using/coding the Medical Emergency Leave will be taxed accordingly.
- (e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of 1,040 hours per fiscal year. The maximum of 1,040 hours shall be prorated for those scheduled less than 40 hours per week. Example: An employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave.
- (f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center for Employee Health and Wellness or medical designee, is required. The County retains the right to request medical documentation regarding the employee's continued incapacity to return to work. An employee shall be eligible to utilize and receive Medical Emergency Leave during the period they are on the approved long term leave of absence.
- (g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (i.e., MPS, Opt-out, and Waive amounts) per the minimum paid hours (i.e., one-half plus one hours) per pay period requirement of the Medical and Dental Coverage Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.
- (h) An employee using/coding leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave or retirement credit.
- (i) Medical Emergency Leave hours will count towards the accountable hours used to determine holiday leave eligibility.

- (j) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- (k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals or shall be returned to the donor employee(s) as follows:
 - (1) Employees who resign while on Medical Emergency Leave (i.e., an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at time of resignation in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. In the case of employees who die while on Medical Emergency Leave, the employee's spouse, unless otherwise specified on the Beneficiary Designation For Last Warrant form on file with ATC, shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at the time of employee's death in accordance with payroll procedures established by the County Auditor- Controller/Treasurer/Tax Collector. Any unused Medical Emergency Leave in excess of 176 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 be eligible to retain up to 176 hours unused Medical Emergency Leave. Such hours shall only be used for the same purpose and in the same manner as Sick Leave and in accordance with the applicable Sick Leave provision of the Agreement, however, such hours shall not be eligible for conversion (e.g., cash-out). Any unused Medical Emergency Leave in excess of 176 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. However, should the employee accrue sick leave while working part-time on Medical Emergency Leave, the employee is required to use those sick leave accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of accrued sick leave). For example, an employee who has returned to work on a part-time basis and accrued a balance of 10 hours of sick leave shall be required to use those sick leave hours before using Medical Emergency Leave hours. However, the employee may use any Medical Emergency Leave hours after exhausting accrued sick leave.
- (l) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.
- (m) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.
- (n) All donors and donee shall sign release forms designed, retained and effected by the Human Resources Department.

Date Agreed: 12-6-18

County _____

Teamsters Local 1932

MEAL AND BREAK PERIODS

ALL UNITS – EXCEPT MANAGEMENT

MEAL PERIODS

Meal periods are nonpaid, duty-free, and nonworking 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 duty-free 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.

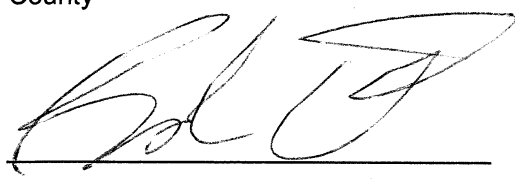
BREAK PERIODS

Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the department, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative or used to report to work late or leave early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work. Rest periods may not be divided so as to increase the total number of rest periods taken. For example, a twenty (20) minute rest period may not be divided by the employee into two rest periods of ten (10) minutes duration.

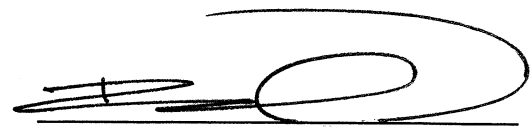
Regularly Scheduled Tour of Duty	Number and Limit of Rest Period
After 3 hours and through 6 hours	One – 15 Minute Rest Period
After 6 hours and through 8 hours	Two – 15 Minute Rest Periods
After 8 hours and through 10 hours	Two – 20 Minute Rest Periods
After 10 hours	One – 25 Minute Rest Period and One – 20 Minute Rest Period

Date Agreed: 2-13-19

County



Teamsters Local 1932



MEDICAL AND DENTAL COVERAGE

Section 5 – Eligibility for MPS and DPS While on Leave

ALL UNITS

- (a) FMLA/CFRA - Employees who are on approved leave, pursuant to FMLA/CFRA law and whose paid hours in a pay period are less than the required number of hours designated in Sub-section 3(c) above will continue to be enrolled in a County-sponsored medical plan and to receive MPS and DPS in accordance with applicable law.

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 MPS and DPS as provided by law, shall not be eligible for continuation of the MPS and DPS in the subsequent year. For example, an employee who is off work continuously for two years, and received the MPS and DPS as provided by law, shall not be eligible for the continuation of the MPS and DPS in the next rolling year.

- (b) Pregnancy Disability Leave (PDL) – An employee on an approved Pregnancy Disability Leave is eligible for continuation of MPS and DPS in accordance with PDL law.


- (c) Workers' Compensation - Employees who are on an approved leave based on an approved workers' compensation claim shall continue to receive the MPS and DPS for up to twenty (20) pay periods while off work due to that work injury, inclusive of any FMLA leave, providing the employee has been receiving MPS and DPS immediately prior to the leave of absence and as long as the employee pays his/her portion of the premiums on time. Should any subsequent workers' compensation claims occur during the initial twenty (20) pay periods, the remaining MPS eligibility from the original claim 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 and DPS for twenty (20) pay periods for an injury and after ten (10) pay periods another workers' compensation claim is approved and the employee is eligible to receive the MPS and DPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim, for a total of 30 pay periods.

Employees who are still on workers' compensation after the expiration of the initial twenty (20) pay periods shall continue to receive MPS and DPS provided the employee is fully integrating appropriate paid leave time.

- (d) Short Term Disability - Employees who are fully integrating paid leave time with Short-Term Disability (STD) insurance provided by the County shall continue to receive the MPS and DPS.

Date Agreed: 3/20/19

County 

Teamsters Local 1932 



Teamsters Local 1932

Union Proposal No: #37, 38 & 2.28.19 #5

Countered to the Employer: 7-26-19

DELETE MODIFIED AGENCY SHOP, PAYROLL DEDUCTIONS SECTIONS AND THE SIDE LETTER OF AGREEMENT DATED 9/7/16 IN THEIR ENTIRETY

NEW: MEMBERSHIP DUES DEDUCTIONS

ALL UNITS

(a) ~~(a)~~—All employees in a job classification within the representation Unit covered by this MOU may choose to become a member of Teamsters Local 1932. If the employee chooses to become a member, the employee shall authorize a payroll deduction for membership dues. The County agrees to make authorized an automatic payroll deductions of Teamsters Local 1932 dues. Such deductions shall become effective with the start of the first payroll period after the County received notification of the employee authorization for dues deductions. Any request to begin dues deductions or cancel dues deductions must be made to Local 1932 and not the County. Local 1932 is responsible for informing the County of the amount of dues deductions for employees.

(b) The County shall not be obligated to put into effect any new dues deduction until a dues deduction card is submitted by Teamsters Local 1932 to the County in sufficient time to permit normal processing of the dues deduction.

(c) ~~The County will accept the information provided by Local 1932 on dues deductions for employees. If Local 1932 states it has written authorization to begin deductions, it is not required to provide the County with a copy of the individual authorization unless a dispute arises about the existence or terms of the authorization. The County shall issue a check, payable to Local 1932, in the amount of the individual deductions for dues each pay period. Upon receipt of notification of an addition/deletion or change in Union dues deduction, Local 1932 shall immediately notify the County of such change.~~

(de) Dues withheld by the County shall be transmitted to the Teamsters Officer designated in writing by Teamsters as the person authorized to receive such funds, at the address specified.

(e) Employees in these Units who are members of the Teamsters Local 1932 may withdraw from Teamsters Local 1932 by sending notice to Teamsters Local 1932. Teamsters Local 1932 shall immediately certify to the County to terminate dues deductions for any such employees, consistent with applicable law. Teamsters Local 1932 shall indemnify the County for any claims made by the employee for dues deductions made in reliance on that information.

(f) Any employee who 1) is in a Teamsters Local 1932 represented bargaining unit and has chosen to be a member of Teamsters Local 1932, 2) then separates from the Teamsters Local 1932 represented bargaining unit (e.g., leaves County employment, promotes to another unit, etc.), 3) then later returns to a Teamsters Local 1932 bargaining unit and again chooses to become a member of Teamsters Local 1932, shall be required to sign a new payroll deduction card.

(g). Teamsters' indemnity and liability obligation is more fully set forth as follows:

(a) Teamsters Local 1932 shall defend, indemnify and hold harmless the County of San Bernardino and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, Teamsters Local 1932 shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the County or its officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of Teamsters Local 1932 shall not diminish Teamsters' defense or and indemnification obligations under this Agreement.

(b) The County, immediately upon receipt of notice of such claim, proceeding or legal action shall inform Teamsters of such action, provide Teamsters Local 1932 with all information, documents, and assistance necessary for Teamsters Local 1932 defense or settlement of such action and fully cooperate with Teamsters Local 1932 in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by Teamsters Local 1932.

Teamsters Local 1932 upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. Teamsters Local 1932, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

(f) — Local 1932 shall indemnify the County for any claim made by the employee for deductions made in reliance on the certification of Local 1932 that it has and will maintain individual employee authorization.

(k~~e~~) The County shall provide via email to the Union a monthly list of all employees in the bargaining units (including employees promoted/demoted into the bargaining units) with the employees' identification number/social security number, classification title, work location (including location address), hire date, base hourly rate, current home address, personal email address (if available), personal cell phone (if available) and home phone number.

Tentative Agreement



Teamsters Local 1932



San Bernardino County

8/21/19

Date

MERIT ADVANCEMENTS

Section 1 – General

Employees receiving an overall rating on their evaluation of “Meets Job Standards” or “Exceeds Job Standards” shall receive merit advancements within their base salary range, as provided below and in the Salary Rates and Step Advancements Article.

Section 2 – Probationary Employees and Other Employees Without Regular Status

- (a) Upon initial appointment to a job classification, the employee may receive a merit advancement following 1,040 service hours, provided the employee receives a probationary progress report with an overall rating of at least “Meets Job Standards” within two (2) pay periods of the employee’s step advance eligibility date.
- (b) Probationary employees and other employees without regular status may receive subsequent merit advancements following ~~1,040~~ 2,080 service hours at the new step, provided that the employee receives an evaluation with an overall rating of at least “Meets Job Standards” within six (6) pay periods of the employee’s step advance eligibility date.
- (c) If no evaluation is filed within the appropriate period, the employee shall not receive the merit advancement until their performance is evaluated. Once evaluated, if the employee’s overall performance is rated as at least “Meets Job Standards,” the employee’s merit advancement will be retroactive to the original step advance eligibility date.
- (d) If the employee receives an overall rating of “Below Job Standards” or “Unsatisfactory,” the step will not be granted until the pay period in which the employee receives an overall evaluation of at least “Meets Job Standards.”

Section 3 – Regular Employees

- (a) Regular employees shall be evaluated within six (6) pay periods prior to the step advance eligibility date. If the employee receives an evaluation with an overall rating of at least “Meets Job Standards,” the employee shall receive the step advance on their step advance eligibility date.
- (b) If the employee receives an evaluation after the step advance eligibility date and the overall rating is at least “Meets Job Standards,” the employee shall receive the merit advancement retroactive to the original step advance eligibility date.
- (c) If the employee receives an evaluation with an overall rating of “Below Job Standards” or “Unsatisfactory,” the step advance may be denied or suspended as follows:
 - (1) If the supervisor had given the employee written notice of inadequate work performance at least three (3) pay periods prior to the employee’s receipt of the Work Performance Evaluation and the employee received an overall rating of “Below Job Standards” or “Unsatisfactory,” the employee’s merit advancement shall be denied.
 - (2) If the supervisor had not given the employee such notice, the merit advancement shall be held in abeyance. In this case, the supervisor must re-evaluate the employee after three (3) pay periods following the original evaluation. If the new evaluation indicates the employee is “Below Job Standards” or “Unsatisfactory,” the step shall be denied. If the new evaluation indicates the employee is “Meeting” or “Exceeding Job Standards,” the step shall be granted, retroactive to the original advance eligibility date. If the employee is not re-evaluated by the end of the fourth (4th) complete pay period following the original “Below Job Standards” (or “Unsatisfactory”) evaluation, the employee shall be deemed to be meeting job standards and shall be granted the merit advancement retroactive to the original step advance eligibility date.

(d) In cases where no Work Performance Evaluation is filed, 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. ~~supervisor, who must complete and file the evaluation within five (5) 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) additional 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 eligible date.~~ If the employee is rated as "Below Job Standards" or "Unsatisfactory," the employee's step advancement will be denied or suspended in accordance with Subsection (c) above.

Section 4 – Denied Steps

If an employee's step is denied, the employee may be re-evaluated after three (3) or more pay periods after receiving a "Below Job Standards" (or "Unsatisfactory") evaluation. Upon receiving a "Meets Standards" evaluation (or better), the employee shall be granted the merit advancement, effective at the beginning of the pay period in which said evaluation was administered.

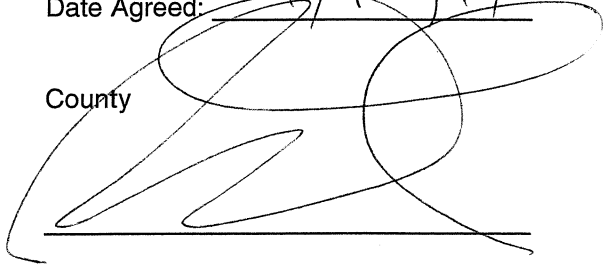
Section 5 – Disputes

An employee with regular status may appeal the content of a Work Performance Evaluation with an overall rating of "Below Job Standards" or "Unsatisfactory" in accordance with the appeal procedure in the Personnel Rules.

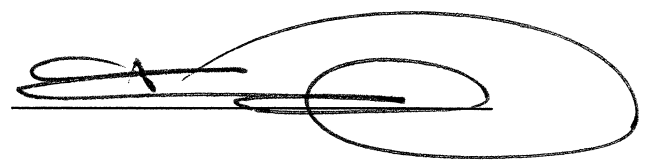
Date Agreed: _____

1/15/19

County _____



Teamsters Local 1932



4 pm

Minimum Wage Restructure

Section 1 – Minimum Wage Restructure in Year 2020

Effective January 1, 2020, the County shall establish eight (8) new salary ranges (“M” ranges) in which step one of each range is at or above the new State Minimum Wage of \$13 per hour. Employees on current salary range 26T or below on December 31, 2019, shall be assigned to a new “M” salary range. Employees shall be placed on a step in that new range that is equal to or closest to their salary on December 31, 2019, provided that the new salary is not less than their then current salary. If the closest new hourly rate is \$0.01 or \$0.02 (as applicable) less than their then current salary, the employee shall be placed on an “X” step. Employees shall remain on the “X” step until the next scheduled step advancement at which time the employee shall move to the next higher step. Service hours for the purposes of receiving their next merit advancement shall not be reset. Below are examples of how employees will move to “M” salary ranges effective January 1, 2020 (See attached Minimum Wage Restructure Table Year 1. Salaries used in examples below and in attached table assume a 2.5% across-the-board salary increase):

Example 1: A Probation Food Service Worker on step 2 of current salary range 23 (\$12.89/hour) will move to step 1 (\$13.66/hour) of new salary range 4M, resulting in a salary increase of approximately 8.7%.

Example 2: A Custodian I on step 4 of current salary range 22 (\$13.21/hour) will move to step 1 (\$13.49/hour) of new salary range 3M, resulting in a salary increase of approximately 2.1%.

Example 3: A Linen Room Attendant on step 13 of current salary 13C (\$13.78/hour) will be placed on an “X” step because closest step on new salary range 3M is \$13.77. The employee shall remain on the “X” step until employee’s next scheduled step advancement, at which time employee will move to step 5 (\$14.11/hour) of new salary range 3M, resulting in a salary increase of approximately 2.4%.

Example 4: A Nursing Attendant on step 6 of current salary range 22 (\$13.84/hour) will move to step 2 (\$13.84/hour) of new range 3M. No salary increase.

Section 2 – Minimum Wage Restructure in Year 2021

Through 29T

Effective January 1, 2021, the County shall establish five (5) additional “M” salary ranges. Step one of each new and previously established “M” range shall be at or above the new State Minimum Wage of \$14 per hour. Employees shall be placed on a step in that new range that is equal to or closest to their salary on December 31, 2019, provided that the new salary is not less than their then current salary. If the closest new hourly rate is \$0.01 or \$0.02 (as applicable) less than their then current salary, the employee shall be placed on an “X” step. Employees shall remain on the “X” step until the next scheduled step

also added in

advancement at which time the employee shall move to the next higher step. Service hours for the purposes of receiving their next merit advancement shall not be reset. Below are some examples of how employees will move to the new "M" salary ranges (See attached Minimum Wage Restructure Table Year 2. Salaries used in examples below and in attached table assume an additional 2.5% across-the-board salary increase):

Example 1: An Office Assistant II on step 14 (top step) of current salary range 27A (\$19.75/hour) will move to the top step (\$19.98/hour) of new salary range 5M, resulting in a salary increase of approximately 1.2%.

Example 2: A Care Assistant on step 9 of current salary range 28 (\$18.11/hour) will move to step 10 (\$18.43/hour) of new salary range 7M, resulting in a slight salary increase of approximately 1.8%.

Additionally, employees on "M" ranges established on January 1, 2020, who are on a step that is below the \$14 State Minimum Wage, will move up to the next highest step. For example, a Custodian I on step 1 (\$13.83/hour) of range 3M will move to new step 1 (\$14.11/hour) of range 3M of salary schedule effective January 1, 2021, resulting in a salary increase of approximately 2.0%. Service hours for the purposes of receiving their next merit advancement shall not be reset.

Section 3 – Minimum Wage Restructure in Year 2022

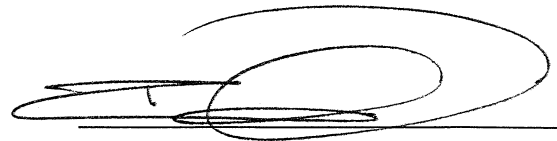
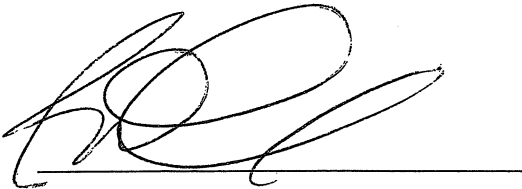
Employees on "M" salary ranges, who are on a step that is below the \$15 State Minimum Wage effective January 1, 2022, will move up to the next highest step. For example, Custodian I on step 3 (\$14.54/hour) of range 3M will move to the new step 1 (\$15.19/hour) of range 3M of salary schedule effective January 1, 2022. Service hours for the purposes of receiving their next merit advancement shall not be reset.

Date Agreed: _____

8/21/19

County

Teamsters Local 1932



updated
signed 8/21/19

MODIFIED BENEFIT OPTION

ALL UNITS

Section 1 – General Provisions

- (a) All regular classified full-time employees in the classifications listed in Appendix A, and any other agreed upon classifications, shall be provided an opportunity to convert from a regular position with full benefits to a regular position with modified benefits and a wage differential.
- (b) Employees may choose to enroll in the MBO at hire or during the annual open enrollment period, and may choose to change to the full benefit option during subsequent open enrollment periods.
- (c) Employees who select the Modified Benefit Option must commit to work a minimum of 1,560 hours per calendar year.
- (d) Employees in regular positions who choose the MBO may retain or attain civil service rights in the position in accordance with applicable provisions or rules concerning probationary periods.
- (e) In order to receive the benefits and wage differential of the Modified Benefit Option, the employee must specifically choose the Option.

Section 2 – Modified Benefit Option Wage Differential

- (a) Employees in all units, except for the Nurses Supervisory and Management ~~Nurses~~ Unit, who select the MBO shall receive a wage differential of \$1.75/hour above the base rate of pay. The wage differential shall be paid on all paid hours (e.g., REG, PTO, etc.).
- (b) Employees in the Nurses Supervisory and Management ~~Nurses~~ Unit who select the MBO shall receive a wage differential of \$2.00/hour above the base rate of pay. The wage differential shall be paid on all paid hours (e.g., REG, PTO, etc.).
- (c) For employees in all units, the wage differential shall be considered as part of the base hourly rate when calculating the following: the County contribution to the employee's Retirement Medical Trust (RMT) account, differentials paid on a percentage basis (e.g., 5% Respiratory Critical Care Differential), longevity, sick leave cash-outs (if any) pursuant to the RMT Article, and leave cash-outs. Provided below is an example of how the County's contribution to the RMT would be calculated:
EX: An employee with 11 years of continuous County service and an 80-hour per pay period schedule selects the MBO. The employee's base hourly rate is \$25 per hour. This employee is eligible for a County contribution to the RMT equal to 1.00% of the employee's base bi-weekly salary. The County contribution to the RMT is calculated as follows:
80 hours X (\$25.00 per hour + \$1.75 MBO Wage Differential) = \$2,140 base bi-weekly salary for purposes of County contribution to the RMT
\$2,140 X 1.00% Contribution Rate = \$21.40
The County will contribute \$21.40 to the RMT on behalf of the employee that pay period.

Section 3 – Benefits and Leaves

Except as provided in this Section 3, employees who select the MBO shall receive the same benefits and leaves that employees who select the full benefit option receive in the MOU.

(a) Medical Coverage: Employees who select the MBO shall have the same medical plan options as employees who select the full benefit option (i.e., Blue Shield HMO, Kaiser HMO, and Blue Shield PPO). In addition, employees who select the MBO may enroll in the Blue Shield PPO Bronze Plan.

(b) Medical Premium Subsidy:

(1) ~~Employees in all units, except the Supervisory Nurses Unit, who select the MBO shall receive MPS in the following amounts per pay period:~~

Coverage Type	MPS
Employee Only	\$138.72
Grandfathered Employee Only	\$163.87
Employee + 1	\$275.54
Employee + 2	\$389.09

(2)(1) ~~Effective July 21, 2018, Provided below are the MPS amounts per pay period for employees in all units, except the Nurses Supervisory and Management Nurses Unit, who select the MBO- shall increase to the following amounts per pay period:~~

<u>Effective July 21, 2018</u> Coverage Type	MPS
Employee Only	\$141.16
Grandfathered Employee Only	\$163.87
Employee + 1	\$279.87
Employee + 2	\$396.01

<u>Effective</u>	MPS
Employee Only	\$144.86
Grandfathered Employee Only	\$163.87
Employee + 1	\$289.40
Employee + 2	\$408.40

<u>Effective</u>	MPS
Employee Only	\$148.56
Grandfathered Employee Only	\$163.87
Employee + 1	\$296.94
Employee + 2	\$420.18

(3) ~~Supervisory Nurses Unit employees who select the MBO shall receive MPS in the following amounts per pay period:~~

Coverage Type	MPS
Employee Only	\$138.72
Employee + 1	\$275.54
Grandfathered Employee + 1	\$338.86
Employee + 2	\$389.09
Grandfathered Employee + 2	\$478.50

(4)(2) ~~Effective July 21, 2018, Provided below are the MPS amounts per pay period for employees in the Nurses Supervisory and Management Unit-Nurses employees who select the~~

MBO shall increase to the following amounts per pay period:

<u>Effective July 21,</u>	<u>MPS</u>
Employee Only	\$141.16
Employee + 1	\$279.87
Grandfathered Employee + 1	\$338.86
Employee + 2	\$396.01
Grandfathered Employee + 2	\$478.50

<u>Effective</u>	<u>MPS</u>
Employee Only	\$144.86
Employee + 1	\$288.40
Grandfathered Employee + 1	\$338.86
Employee + 2	\$408.10
Grandfathered Employee + 2	\$478.50

<u>Effective</u>	<u>MPS</u>
Employee Only	\$148.56
Employee + 1	\$296.94
Grandfathered Employee + 1	\$338.86
Employee + 2	\$420.18
Grandfathered Employee + 2	\$478.50

- (c) Dental Premium Subsidy: Employees who select the MBO shall be eligible to receive DPS in the following amounts per pay period:

<u>Coverage Type</u>	<u>DPS</u>
Employee Only Employee + 1 Employee + 2	\$9.46

- (d) Flexible Spending Account (FSA): Employees who select the MBO shall be eligible to participate in the FSA as provided in the FSA Article; provided, however, that employees who select the MBO, enroll in the Blue Shield PPO Bronze Plan, and elect to enroll in the FSA shall be eligible for up to a \$25.00 per pay period match to the FSA, to be credited on a quarterly basis. Employees who select both the Blue Shield PPO Bronze Plan and enroll in the FSA shall not receive the County contribution to the Retirement Medical Trust.
- (e) Retirement Medical Trust: Employees who select the MBO and enroll in the Blue Shield PPO Bronze Plan and the FSA shall not receive a County contribution to the Retirement Medical Trust, but shall be eligible for a County match to the FSA as provided in part (d) above.
- (f) Deferred Compensation 457(b): Employees shall be eligible to participate in the County's 457(b) Deferred Compensation Plan, but shall not receive a County match.
- (g) Paid Time Off (PTO):
- (1) Definition: Paid Time Off (PTO) is granted to employees who select the MBO in lieu of any other Vacation, Sick, or Holiday accrual leave provisions, except as provided in this Section 3 (g)(3)(ii). Supervisory Unit and Management Unit employees who select the MBO shall continue to be eligible to receive Administrative and/or Annual Leave.
 - (2) Accumulation: Employees who select the MBO shall accrue PTO each pay period and shall

be eligible for prior service credit as provided in Section 3 (d), (e), or (f) of the Leave Provisions article. Employees who have standard hours of less than eighty (80) hours per pay period shall accumulate PTO on a pro-rata basis; provided, however, that the maximum allowed combined unused vacation and PTO balance shall not be prorated. PTO shall be available for use on the first day following the pay period in which it is earned.

1. Employees in Classifications that are Regularly Scheduled to Work Holidays – Employees in classifications that are regularly scheduled to work on holidays (e.g., Respiratory Care Practitioner II or Sterile Processing Technician) shall accrue PTO each pay period as provided in the chart below.

Service Hours	PTO Allowance (Assumes 80-hour Schedule)	Accrual Rate Per Pay Period (Assumes 80-Hour Schedule)	Maximum Allowed Unused PTO Balance	Maximum Allowed Combined Unused Vacation and PTO Balance for All Employees Who Convert to the Modified Benefit Option
0 through 10,400 service hours	180 hours	6.93 hours	270 hours	320 hours**
Over 10,400 service hours	216 hours	8.31 hours	324 hours	404 hours**

**The employee's maximum allowed PTO balance may not exceed 270 or 324 hours, as applicable.

2. Employees in Classifications that are Not Regularly Scheduled to Work Holidays – Employees in classifications that are not regularly scheduled to work on holidays (e.g., Public Works Engineer III or Nurse Supervisor) shall accrue PTO each pay period as provided in the chart below and shall receive holiday pay as provided in this Section 3 (g)(3)(ii).

Service Hours	PTO Allowance (Assumes 80-hour Schedule)	Accrual Rate Per Pay Period (Assumes 80-Hour Schedule)	Maximum Allowed Unused PTO Balance	Maximum Allowed Combined Unused Vacation and PTO Balance for All Employees Who Convert to the Modified Benefit Option
0 through 8,320 service hours	112 hours	4.31 hours	169 hours	201 hours**
Over 8,320 through 18,720 service hours	152 hours	5.85 hours	229 hours	272 hours**
Over 18,720 service hours	192 hours	7.39 hours	289 hours	343 hours**

**The employee's maximum allowed PTO balance may not exceed 169, 229, or 289 hours, as applicable.

(3) Administration

1. PTO for Vacation Leave Purposes – When PTO has been requested for vacation leave purposes, PTO shall be administered according to the Vacation Leave section of the Leave Provisions Article of the MOU.
2. PTO for Sick Leave Purposes – When PTO has been requested for sick leave purposes, PTO

shall be administered according to the Sick Leave section of the Leave Provisions Article of this MOU.

- (4) Separation: Employees separating from County employment shall have any unused PTO administered in the same manner that Vacation Leave is administered at separation according to the Vacation Leave section of the Leave Provisions Article of the MOU.

Employees who are hired into a position in a bargaining unit (except for employees who are hired into the Per Diem Nurses Unit) that does not contain the MBO, shall carry over their existing PTO balance and begin accruing vacation, holiday, and sick leave immediately. Employees who are hired into a position in the Per Diem Nurses Unit shall have any existing leave balances (e.g., PTO, vacation, sick, etc.) administered in the same manner as an employee who is in the Full Benefit Option who is hired into a Per Diem Nurses Unit position.

- (5) PTO Cash-Out – On one occasion each calendar year until the expiration of this contract, an employee who had used eighty (80) or more hours of PTO during the preceding calendar year may elect to convert up to sixty (60) hours of accrued PTO into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back PTO, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the number of hours to be sold back from the next year's PTO accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the PTO in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out PTO hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the PTO accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2019 makes a pre-designation to cash-out 25 hours. The employee accrues 4.31 hours of PTO per pay period. At the end of pay period 2 the employee can request to cash-out the 8 hours of PTO that she had accrued, but is not yet eligible to cash-out the entire 25 pre-designated hours because the employee has yet to accrue 25 hours of PTO. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25 of the calendar year in which the election is effective, the hours will be automatically converted to cash in pay period 26. The PTO cash-out shall sunset upon the expiration of the agreement.

(h) Holiday Pay:

1. Employees in Classifications that are Regularly Scheduled to Work Holidays - Employees in classifications that are regularly scheduled to work on holidays (e.g., Respiratory Care Practitioner II or Sterile Processing Technician), shall not accrue any holiday leave, but shall be paid twice their base hourly rate for all hours actually worked on the following holidays:

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

2. Employees in Classification that are Not Regularly Scheduled to Work Holidays – Employees in classifications that are not regularly scheduled to work on holidays (e.g., Public Works Engineer III or Nurse Supervisor), shall receive holiday pay according to the Holiday Leave section of the Leave Provisions Article of this MOU, except such employees will not be eligible for the floating holiday.

(i) Accrual Carryover Following Benefit Change

1. Full Benefit Option to Modified Benefit Option - Employees who convert from the full benefit

option to the MBO shall carry over and may utilize their existing vacation, holiday, and sick leave balances; provided, however, that the employee shall no longer accrue vacation, holiday, and sick leave after converting to the MBO, except as provided in this Section 3 (g)(3)(ii). Supervisory Unit and Management Unit employees who convert from the Full Benefit Option to the MBO shall have any existing Administrative and/or Annual Leave carried over.

After converting to the MBO the employee shall be immediately eligible to accrue PTO; however, the employee's combined Vacation and PTO balance shall not exceed the applicable caps established in the chart above. For example, if an employee with less than 10,400 service hours and in a classification that is regularly scheduled to work holidays carries over 200 Vacation Leave hours the employee shall only be eligible to accrue up to 120 PTO hours. If such employee then uses some Vacation Leave or PTO, the employee shall be eligible to accrue additional PTO hours, not to exceed the applicable cap.

However, an employee with a previously approved waiver of the maximum allowed unused vacation balance as provided in the Vacation Leave section of the Leave Provisions Article may temporarily exceed the caps in the chart above.

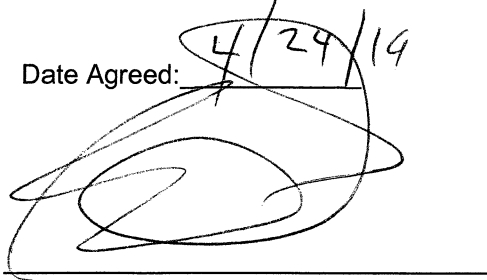
An employee who carries over Vacation Leave hours shall be eligible to accrue the maximum amount of PTO once the employee has exhausted all of his/her carried over Vacation Leave hours.

2. Modified Benefit Option to Full Benefit Option - Employees who convert from the MBO to the full benefit option shall carry over and may utilize their existing PTO balance (if any) and begin accruing vacation, holiday, and sick leave immediately; however, the employee's combined Vacation and PTO balance shall not exceed the applicable vacation caps established in the Vacation Leave section of the Leave Provisions article. For example, if an employee with less than 18,720 service hours carries over 270 PTO hours and 30 Vacation Leave hours the employee shall only be eligible to accrue up to 20 Vacation Leave hours since the maximum allowed unused Vacation Leave is 320 hours. If such employee then uses some Vacation Leave or PTO, the employee shall be eligible to accrue additional Vacation Leave, not to exceed established cap. Supervisory Unit and Management Unit employees who convert from the MBO to the Full Benefit Option shall have any existing Administrative and/or Annual Leave carried over.

- (j) Vacation Cash-Out: Employees who met the eligibility requirements for the vacation cash-out prior to selecting the MBO, and pre-designated to cash-out vacation leave during the required pre-designation period while in the full benefit option, shall remain eligible to cash-out vacation leave. However, employees enrolled in the MBO shall not be eligible to pre-designate to cash-out vacation leave while enrolled in the MBO.

Date Agreed:

4/29/14



County



Teamsters

MPS will be negotiated separately.

1-15-19

NEW EMPLOYEE ORIENTATION

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

At the conclusion of the County's NEO presentations, the County shall provide Teamsters Local 1932 a fifteen thirty (45 30) minute period to meet with Teamsters Local 1932 bargaining unit employees to present information about the uUnion. The fifteen thirty (45 30) minute period shall commence at approximately 4:4530 p.m., or earlier if time permits, on the day of NEO. The thirty (45 30) minute period will be on paid County time. This thirty (45 30) minute period constitutes the access to NEO contemplated under Government Code Sections 3555-3559, as such, no additional access shall be permitted to new employees on the date of NEO during the morning or lunch period. Following implementation of this fifteen thirty (45 30) minute period the County with the Teamsters Local 1932 shall periodically review how said period is serving within the NEO framework. At the request of the County, Teamsters Local 1932 agrees to meet to review any concerns the County has regarding the period.

The County agrees that prior to the thirty (45 30) minute period, the County shall advise Teamsters Local 1932 bargaining unit employees that their uUnion is present to meet with them and the script of that introduction will be agreed to by both parties.

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

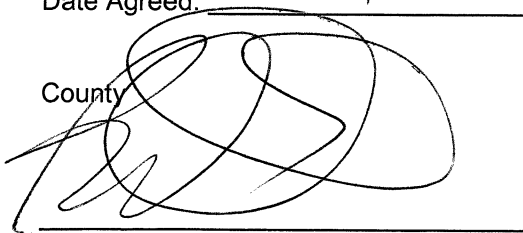
The County shall notify Teamsters Local 1932 of scheduled new group employee orientations and provide Teamsters Local 1932 with a list of all existing employees in the bargaining unit, including contact information and worksite location pursuant to applicable law. Further, the County shall, consistent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

The County agrees to include a Teamsters Local 1932 membership application in the County employment packet.

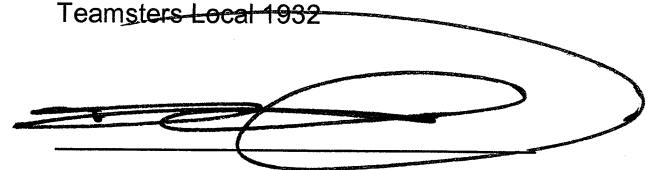
Date Agreed:

1/15/19

County



Teamsters Local 1932





Teamsters Local 1932

Union Proposal No: 43

Countered to the Employer: _____

NON-DISCRIMINATION

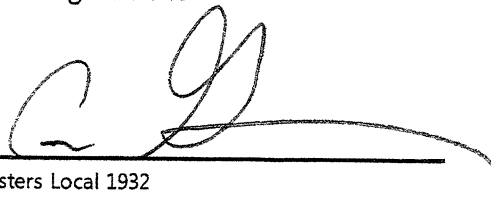
~~Teamsters agrees to represent all employees in these Units in their employer-employee relations with the County.~~

Neither the County nor the ~~Association~~ Union shall unlawfully discriminate against any employee because of race, color, ancestry, sex, sexual orientation, age, physical or mental disability, medical condition, national origin, political, religion, ~~or labor organization affiliations~~, or other basis as required by federal, state, or local law.

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

Tentative Agreement

X


Teamsters Local 1932

X


San Bernardino County

Date



Teamsters Local 1932

Union Proposal No: 12

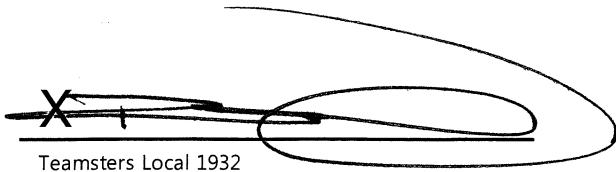
Tendered to the Employer: 11/51

OBLIGATION TO SUPPORT

ALL UNITS

The parties agree that, subsequent to the execution of this Agreement and during the period of time any tentatively agreed-upon successor, amendment, addition, or deletion to this Agreement is before the Board of Supervisors (i.e., after ratification by the ~~Union Association~~ but before the Board of Supervisors take action), neither Teamsters nor County Administration, nor their authorized representatives, will appear before the Board of Supervisors individually or collectively to advocate any further amendment, addition or deletion to the terms and conditions of this Agreement. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of any tentatively agreed-upon successor, amendment, addition, or deletion to this Agreement in its entirety.

Tentative Agreement


Teamsters Local 1932


San Bernardino County

Date

OVERTIME

ALL UNITS – EXCEPT MANAGEMENT UNIT AND MANAGEMENT LEVEL NURSES IN THE NURSES SUPERVISORY AND MANAGEMENT UNIT i.e., CLINICAL DIRECTOR II, CLINICAL DIRECTOR I, UNIT MANAGER, AND CLINIC UNIT MANAGER**Section 1 – General Provisions**

- (a) Policy – It is the policy of the County to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the appointing 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.
- (b) Definition – Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period or, in the case of the SUPERVISORY and NURSES SUPERVISORY AND MANAGEMENT ~~NURSES~~ Units, eighty (80) hours during a pay period. For purposes of overtime, paid leave time, excluding sick leave as provided in part “(c)” below, shall be considered as time actually worked; provided, however, that for employees in the SUPERVISORY and NURSES SUPERVISORY AND MANAGEMENT ~~NURSES~~ Units, time spent attending conferences, seminars and training programs shall not 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. Employees of the Arrowhead Regional Medical Center in the ADMINISTRATIVE SERVICES, CLERICAL, CRAFT, LABOR & TRADES, and TECHNICAL & INSPECTION Units, with mutual consent of the appointing authority and the employees, may define overtime as hours worked over eight (8) in one day, or eighty (80) in a fourteen (14) day work period.

- (c) Sick leave that is not pre-approved and sick leave used by employees on leave restriction shall not be considered as time actually worked for the purpose of calculating overtime. “Pre-approved” shall mean notice (e.g., prescheduled doctor’s appointment or sick leave for bereavement purposes) to management at least forty-eight (48) hours prior to the appointment.
- (d) Employees who have scheduled a pre-approved medical or dental appointment must report to work before and after the medical or dental appointment if there is an opportunity for at least one (1) hour of actual work time.
- (e) Overtime Compensation – ADMINISTRATIVE SERVICES UNIT
- (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. Except as provided below, cash payment at the employee’s base rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to promotion, demotion or termination of employment. For employees in the classifications of Sheriff’s Training Specialist I and Sheriff’s Training Specialist II, cash payment at the employee’s base rate of pay shall automatically be paid for any compensating time which exceeds one hundred twenty (120) hours, or for any hours on record immediately prior to promotion, demotion or termination of employment.
- (f) Overtime Compensation – CLERICAL, CRAFT, LABOR & TRADES, TECHNICAL & INSPECTION UNITS

- (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 eighty (80) hours, or for any hours on record immediately prior to promotion, demotion or termination of employment.

(g) Overtime Compensation – NURSES SUPERVISORY AND MANAGEMENT SUPERVISORY NURSES UNITS, EXCEPT MANAGEMENT LEVEL NURSES i.e., CLINICAL DIRECTOR II, CLINICAL DIRECTOR I, UNIT MANAGER, AND CLINIC UNIT MANAGER

Any employee authorized by the appointing authority or authorized representative to work overtime shall be compensated at straight time compensating time off. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or immediately prior to promotion, demotion or termination of employment. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is payable, 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.

(h) Variable Work Schedule – With the exception of the SUPERVISORY and NURSES SUPERVISORY AND MANAGEMENT ~~NURSES~~ Units, 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.

For employees in the SUPERVISORY or NURSES SUPERVISORY AND MANAGEMENT ~~NURSES~~ Units, the appointing authority shall have the right to direct an employee to take such time off as is necessary to insure that an employee's actual time worked does not exceed eighty (80) hours within any given work period.

(i) Work Period

ADMINISTRATIVE SERVICES, CLERICAL, CRAFT, LABOR & TRADES AND TECHNICAL & INSPECTION UNITS

The work period for purposes of overtime, established for employees in these Units 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. Employees may be assigned or authorized by the appointing authority to a 9/80 work schedule provided a work period is established and agreed to in writing by the appointing authority and the employee which includes forty (40) hours work in 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."

(j) Special Provisions – Medical Support

- (1) ADMINISTRATIVE SERVICES UNIT – Employees assigned to the hospital, mental or correctional institutions and who are respiratory therapists, respiratory care practitioners, or pulmonary function specialists shall be compensated for time worked in excess of four (4) hours over and above their regularly scheduled tour of duty at double time rates, i.e., two (2) times the employee's base hourly rate.

In lieu of cash payment, and upon mutual agreement of the appointing authority and the employee, 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 off accumulated in excess of forty (40) hours, or immediately prior to said employee being promoted.

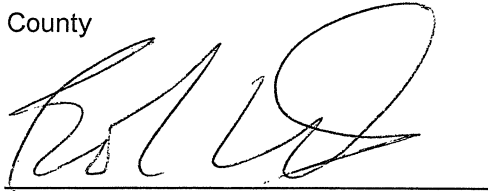
(2) NURSES SUPERVISORY AND MANAGEMENT SUPERVISORY NURSES UNITS, EXCEPT MANAGEMENT LEVEL NURSES i.e., CLINICAL DIRECTOR II, CLINICAL DIRECTOR I, UNIT MANAGER, AND CLINIC UNIT MANAGER

Employees assigned to the hospital, mental or correctional institutions and who are registered nurses, assistant nurse managers, nurse managers, respiratory care practitioners, or laboratory technologists performing supervisory duties shall be compensated for time worked in excess of their regularly scheduled tour of duty or eighty (80) hours per pay period at premium rates, i.e., one and one-half (1-1/2) times the employee's base hourly rate. Further, such employees shall be compensated for time worked in excess of four (4) hours over and above their regularly scheduled tour of duty at double time rates, i.e., two (2) times the employee's base hourly rate.

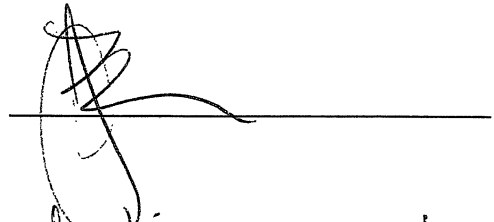
In lieu of cash payment, and upon mutual agreement of the appointing authority and the employee, an employee may accrue compensating time off at premium hours. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or immediately prior to said employee being promoted.

Date Agreed: 8/21/19

County



Teamsters Local 1932



The County and ARMC leadership agree to meet with Teamsters Local 1932, upon its request, to discuss workload issues/concerns of Nurse Managers resulting from the delay in the full implementation of the nurse supervisory reorganization

T/A

County Proposal _____

8

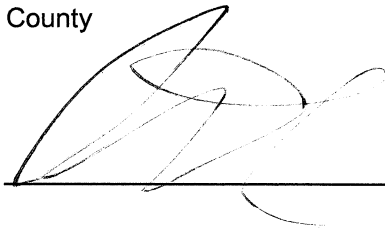
PAY PERIOD

ALL UNITS


A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence _____ ~~June 28, 2014~~, 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, as applicable. Paychecks shall be issued on the second Wednesday following the end of the preceding pay period, provided that the Auditor-Controller/Treasurer/Tax Collector may issue paychecks at an earlier date if possible. If the payday falls on a holiday, checks will be distributed no later than the following business day.

Date Agreed: 12-6-10

County



Teamsters Local 1932



12-6-18

T/A

PAYROLL ADJUSTMENTS

ALL UNITS

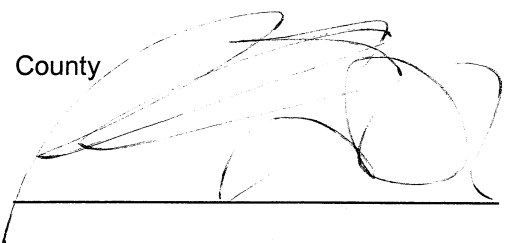
In situations involving overpayment to an employee by the County, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. In the event of an overpayment totaling twenty-five dollars (\$25) or less, the overpayment will be recovered in one pay period. The Auditor-Controller/Treasurer/Tax Collector, Human Resources, or Department Payroll Section shall provide documentation showing the calculations of the overpayment to the employee. A meeting may be requested by the employee with the Department Payroll Section to review the documentation and recovery schedule. Extensions to the period for repayment of the overage may be requested by the employee or at an employee's request by a Teamster representative, subject to the approval of the County's Auditor-Controller/Treasurer/Tax Collector. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period. If the employee leaves employment prior to repayment of overage, the Auditor-Controller/Treasurer/Tax Collector 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/Treasurer/Tax Collector shall initiate the collections process against the employee.

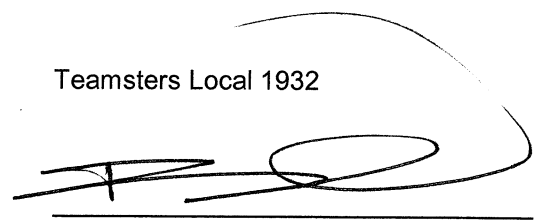
In situations involving underpayment to an employee by the County, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the Auditor-Controller/Treasurer/Tax Collector, including necessary 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 (7-1/2%) 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 ~~payment warrant~~ to correct the error. The Department Payroll Section shall complete the request for on-demand payroll adjustment and forward it and any necessary approval of the appointing authority to the Auditor- Controller/Treasurer/Tax Collector within one (1) working day of receipt of the employee's request. The Auditor-Controller/Treasurer/Tax Collector shall pay the employee the amount due within two (2) working days of receipt of the request for the on-demand 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 of hours in their usual work schedule.

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.

Date Agreed: 12/6/18

County 

Teamsters Local 1932 

County Proposal 11/5/2018

11:02am

PREHEARING DISCUSSIONS

ALL UNITS

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

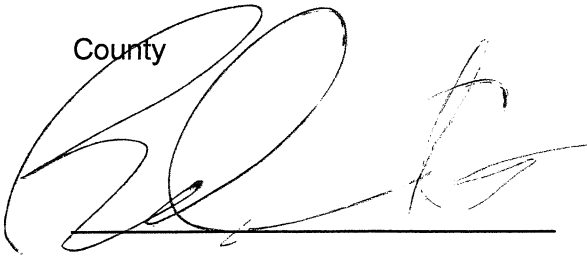
All parties agree to provide full disclosure and to extend good faith efforts to resolve disputes through these discussions. Such discussions on offers of settlement may not be revealed at subsequent hearing.

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.

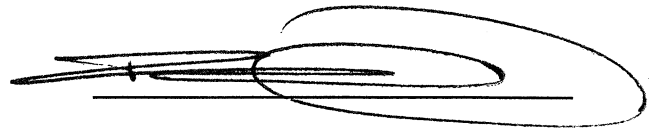
Nothing in this Article shall serve to waive the rights of the appellants or their representatives to the appeal procedure due to a lapse of time resulting from such prehearing discussions.

Date Agreed: 11/5/18

County



Teamsters Local 1932





Teamsters Local 1932

Union Counter to County Proposal No: 1/24/19 #14

Tendered to the Employer: 2/5/19

PROBATIONARY PERIOD AND TRAINEE APPOINTMENTS

ALL UNITS

Section 1 – Probationary Period

Employees in these Units in non-trainee classifications shall serve a probationary period. Except as otherwise noted below, the probationary period for employees in such non-trainee classifications ~~With the exception of the classifications listed below and trainee classifications, the probationary period for positions~~ in these Units shall be as shown on the table below:

Bargaining Unit	No. of Service Hours in Probationary Period	Exceptions	No. of Service Hours in Probationary Period for Excepted Class(es)
Administrative Services	1,600	N/A	
Clerical	1,040	Sheriff's Records Clerk	2,080
Craft, Labor & Trades	1,040	N/A	
Management	1,600	N/A	
Supervisory	1,600	N/A	
Supervisory and Management Nurses	1,600	N/A	
Technical & Inspection	1,040	Sheriff's Communications Dispatcher I/II, Crime Scene Specialist I, Fingerprint Examiner II, Latent Fingerprint Examiner	2,080

The probationary period ends at the end of the day in which the employee has completed the required number of service hours.

The probationary period will be automatically extended for each hour during which the employee is on military leave or is on leave without pay. In situations where the employee is temporarily performing the duties of a higher level classification, 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.

Section 2 – Trainee Appointments

A trainee appointment is an underfill appointment to a regular position made from an appropriate eligible list of a lower classification for a prescribed period, as provided at the time of appointment, during which the employee must qualify for the higher classification or be terminated.

During the period of a trainee appointment, the trainee shall be in an at-will status. Appointments to the higher classification are subject to a ~~90-day~~ probationary period.

An employee who meets the requirements of the journey level position prior to the end ~~of the~~ of the specified trainee period may be promoted at the discretion of the Appointing Authority.

Tentative Agreement

X 

Teamsters Local 1932

X 

San Bernardino County

2-5-19

Date

PROMOTIONS

ALL UNITS

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) salary increase (i.e., mathematically closest to 5%) whichever is greater; provided that no employee is thereby advanced above the top step 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.

Promotions will be made in accordance with civil service merit principles in selection of the most qualified candidate taking into consideration such things as skills, knowledge, abilities, training, and experience. The appointing authority shall attempt to notify internal County candidates who are not selected as soon as practicable. Those candidates who are not selected may schedule a meeting with the HRO within 10 working days of receiving notice of "non-selection". The HRO shall provide the reasons the employee was not chosen and will provide feedback as to how the employee can improve his/her performance for future promotional opportunities.

It is expressly agreed that non-selection is not subject to the grievance procedure.

Date Agreed: 6-27-19

County _____

Teamsters Local 1932 _____

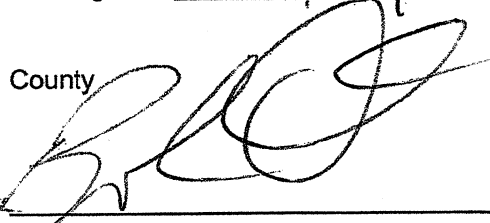
County Proposal _____

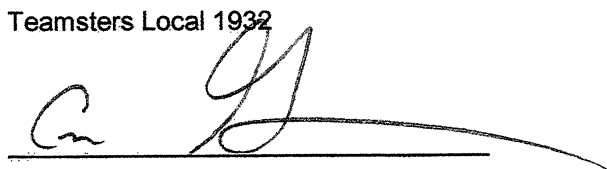
RECRUITMENT/RETENTION SALARY ADJUSTMENT

ALL UNITS

~~The Director of Human Resources shall have the sole authority to recommend 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 Public Employees Association. Such recommendation is at the sole discretion of the Director of Human Resources not to exceed the term of the existing Memorandum of Understanding, subject to the Board of Supervisors review and approval.~~

Date Agreed: 3/13/19

County 

Teamsters Local 1932 

NOTE: The County proposes to delete this obsolete Article. As noted in the Article, it was not intended to exceed the term of the MOU, and the parties have already agreed to Salary Rates and Step Advancements Article which provides a process for the Human Resources Director to consider salary step or salary rate adjustments.

1-11-19

RECRUITMENT AND REFERRAL BONUS PROGRAMS

T/A

ALL UNITS

- (a) General – The County shall make available to appointing authorities Recruitment and Referral Incentive Programs to assist in the recruitment and appointment of qualified individuals into hard-to-recruit regular positions in these Units, in accordance with the guidelines established herein.
- (b) Program Applicability – Appointing authorities may request authorization to apply the Recruitment and/or Referral Bonus Program(s) 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, amount, and duration of these program(s) to each requested position/classification and shall certify applicability of the Program(s) for each position, by assignment, department, and beginning and ending dates. The Human Resources Director shall provide Teamsters with a list of all classifications or positions subject to these programs upon his or her certification, along with the duration of the program for each certification. Such determinations shall not be subject to the Grievance Procedure, or any other review or appeal.
- (c) Recruitment Bonus – An employee hired into a regular position/classification certified for participation in this Program shall be eligible to receive recruitment bonuses in accordance with the following:
- (1) Bonus Amount and Method of Payment – The eligible employee hired into a position/classification certified for participation in the Program shall receive no less than five hundred dollars (\$500.00) and no more than one-thousand dollars (\$1,000.00) upon hire. An additional one thousand dollars (\$1,000.00) shall be paid to the employee upon completion of 2,080 service hours in the position/classification for which the original bonus was granted. Each bonus payment shall be considered taxable income and subject to withholding.
- (2) Limitations and Exclusions
- (i) No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior 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, unless otherwise permitted by the Director of Human Resources.
- (ii) The 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.
- (iii) The employee shall receive ~~appointing authority shall have sole responsibility and authority to determine eligibility for~~ the 2nd installment of the recruitment bonus if the employee is "Meeting Standards" for the period that covers the 2nd installment. Such determination shall not be subject to review or appeal.
- (d) Referral Bonus – 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 the regular position may receive a referral bonus in accordance with the following:
- (1) Method of Referral – To be eligible for the recruitment bonus, the County Application for Employment must contain the name of the referring employee in the appropriate area of the application.

(2) Bonus Amount and Method of Payment – The referring employee shall receive a bonus of two hundred and fifty dollars (\$250.00) for each referred candidate actually hired into an eligible regular position. An additional five hundred dollars (\$500.00) shall be paid upon that new employee's completion of 2,080 service hours. Said bonus shall be considered taxable income and subject to withholding.

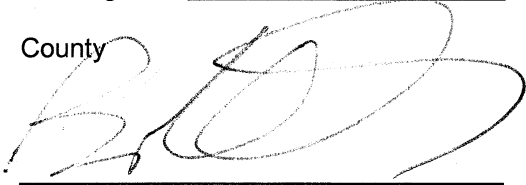
(3) Limitations and Exclusions

- (i) No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior 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 employee is named as a "referring party," the recruitment bonus shall be equally split between the referring employees.
- (iv) In cases where the referred employee resigns, transfers out of the eligible position, or is terminated prior to completion of 2,080 service hours, the additional five hundred dollars (\$500.00) 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.
- (vi) The appointing authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the recruitment bonus. Such determination shall not be subject to review or appeal.

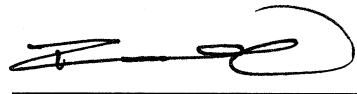
~~(e) This Article may be deleted by the County at the conclusion of this Agreement.~~

Date Agreed: 1-11-19

County



Teamsters Local 1932



REEMPLOYMENT

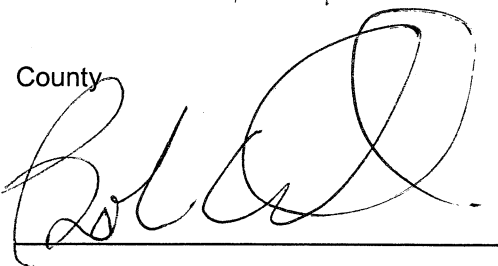
ALL UNITS

- (a) A regular employee who has separated County employment, and who is subsequently rehired in the same classification in a regular position within one (1) year (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of salary step, length of service for the purpose of leave/vacation accrual rate (i.e., vacation or PTO), and any sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article on "Retirement Medical Trust Fund"), subject to the approval and conditions established by the appointing authority and the Director of Human Resources or designee. For example, a regular Planner II who was at step 12 and separated from the County after 6 years of continuous County service may receive restoration of step 12, length of service for the purpose of leave accrual rate (i.e., either 8.31 PTO hours/pay period or 4.615 vacation hours/pay period depending on what benefit option the employee selects upon reemployment), and any sick leave balance as provided above. Such employees begin accruing PTO or vacation and sick leave and may utilize the same immediately. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board. The employee shall be required to serve a new probationary period, unless waived by the Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of County seniority.
- (b) A regular employee who has separated County employment and who is subsequently rehired to a regular position in the same job family within one (1) year (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of length of service for the purpose of leave/vacation accrual rate (i.e., vacation or PTO), sick leave, and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing PTO or vacation and sick leaves and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of County seniority.
- (c) A regular employee who has separated County employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first (91) day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), length of service for the purpose of leave/vacation accrual rate (i.e., vacation or PTO), sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of County seniority.

For purposes of this Article, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of County employment.

Date Agreed: 3/20/19

County



Teamsters Local 1932



County Proposal 2
1-11-19

RELOCATION ASSISTANCE

TLA

ALL UNITS

(a) In-Service Relocation Assistance

Employees in regular positions who are required by order of their appointing authority to change their principle 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.

(b) Recruitment Relocation Assistance

To assist with the recruitment and appointment of qualified individuals to hard-to-recruit positions/classifications, upon request of the appointing authority, the Human Resources Director may authorize reimbursement of a new employee's relocation-related expenses incurred as a result of accepting employment with the County as follows:

<u>Miles Relocated</u>	<u>Maximum Reimbursement</u>
250*500 - 1,000 miles	\$1,000
1,001 - 2,000 miles	\$2,000
More than 2,000	\$2,500

* The 250 mile distance shall only be apply if the relocation is from outside the County of San Bernardino


Such reimbursement may be provided to employees upon initial employment with the County, provided that the employee (1) is appointed to a regular position; (2) submits original receipts documenting expenses incurred; and (3) agrees to remain employed in the regular position for at least twelve (12) months.

If the employee voluntarily resigns employment prior to completion of twelve (12) months service, the employee shall be required to reimburse the County for any payment made under this Article. If the employee fails to reimburse the County, action shall be taken to recover the amount owed via payroll recovery from the employee's final pay.

For Supervisory Unit, Management Unit, and Nurses Supervisory and Management Unit employees only, the Appointing Authority may request, in exceptional circumstances, relocation reimbursement amounts greater than the amounts listed above, not to exceed \$3,500, to assist in the recruitment and appointment of qualified individuals into highly specialized position/classifications, subject to the approval of the Human Resources Director.

Date Agreed: 1/11/19

County 

Teamsters Local 1932 

REMOTE ASSIGNMENT INCENTIVE

ALL UNITS

- (a) General – The Appointing Authority may request a Remote Assignment Incentive to assist in the recruitment, appointment, and retention of qualified individuals into position/classifications in remote assignments that have been determined by the County to have historical/demonstrable recruitment and/or retention difficulty.
- (b) Program Applicability – The Appointing Authority may request authorization to apply the Remote Assignment Incentive to assist in filling regular positions in remote assignments in their department. The position/classification must be in a remote location and has been determined by the County to have historical/demonstrable recruitment and/or retention difficulty. The Human Resources Director shall have sole authority to determine the applicability, amount, and duration of this incentive program to each requested position/classification in the remote assignment, and shall certify applicability of the incentive program for each position, by assignment, department, and beginning and ending dates. The Human Resources Director shall provide Teamsters with a list of all classifications or positions in the remote assignments that are subject to this program upon his or her certification, along with the duration of the program for each certification. Such determinations shall not be subject to the Grievance Procedure, or any other review or appeal.
- (c) Remote Assignment Bonus – An employee hired into a regular position/classification in a remote assignment certified for participation in this program shall be eligible to receive recruitment bonuses in accordance with the following:
 - (1) Bonus Amount and Method of Payment – Eligible employees who are hired into a position/classification in a remote area certified for participation in the program shall receive five hundred dollars (\$500.00) upon hire, an additional five hundred dollars (\$500.00) upon completion of 2,080 hours in the position/classification at the remote location, and an additional one thousand dollars (\$1,000.00) upon completion of an additional 2,080 hours in the position/classification at the remote location. Each bonus payment shall be considered taxable income and subject to withholding.
 - (2) Limitations and Exclusions
 - (i) No incentive will be paid to any candidate whose name was placed on the eligible list for positions/classifications in the remote assignment prior to the beginning date certified by the Director of Human Resources for that position/classification in the remote assignment to be eligible for participation in the Remote Assignment Incentive Bonus Program. Similarly, no bonus will be paid to any candidate whose name was placed on the eligible list for positions/classifications in the remote assignment after the ending date certified by the Director of Human Resources for that position/classification in the remote assignment to be eligible for participation in the Remote Assignment Incentive Bonus Program.
 - (ii) The bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation.
 - (iii) In cases where the eligible employee resigns, transfers out of the eligible position/classification in the remote assignment, or is terminated prior to completion of each 2,080 service hour period, any unpaid remote assignment bonuses shall not be paid.

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

Date Agreed: 4/24/19

County



Teamsters Local 1932



RETIREMENT SYSTEM CONTRIBUTIONS

ALL UNITS**Section 1 – Eligibility**

Under the provisions of the County Employee's Retirement Law of 1937, all employees in regular positions who are regularly 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. Employees shall be automatically enrolled in the Plan upon notification from SBCERA that the employee has opted out of SBCERA membership.

Section 2 – Employee Contributions

Employees shall pay all required employee retirement system contributions to the San Bernardino County Employees' Retirement Association.

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

~~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; and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.~~

~~If the employee does not file a designation, the contributions shall be made as employee contributions. However, if the employee made a designation at a previous open enrollment then that designation shall continue to be applied.~~

~~Employees hired on or after January 1, 2013 cannot choose to designate retirement system contributions as employer contributions. For such employees, all contributions shall be designated 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. No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

Repro

~~Contributions under this Section shall be applied (as all employer or all employee contributions with the same value and restrictions) for Retirement System purposes in the same manner as the contributions under Section 1 of this Article.~~

Section 3 – Special Provisions

Employees with at least twenty-five (25) years of service as set forth in Government Code section 31625.3 as of June 28, 2014 and who either have or thereafter attain thirty (30) years of service credit as set forth in Government Code section 31625.3 and no longer make retirement contributions under the provisions of the County Employees' Retirement Law of 1937, shall have one opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods. ~~Such payments may begin no sooner than the pay period following Board of Supervisors approval of this agreement.~~

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.

Date Agreed: 12-6-18

County

Teamsters Local 1932



NOTE: The County's proposed updates are to make the article consistent with the Public Employee Pension Reform Act. These proposed updates are consistent with language agreed to in other County MOUs.

RETURN-TO-WORK COMPENSATION

ALL UNITS – EXCEPT MANAGEMENT AND MANAGEMENT LEVEL NURSES IN THE NURSES SUPERVISORY AND MANAGEMENT UNIT (i.e. CLINICAL DIRECTOR II, CLINICAL DIRECTOR I, UNIT MANAGER, AND CLINIC UNIT MANAGER)

Section 1 – Purpose

Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. Standby shall not be used when an employee is expected to only be available to respond to emails or calls, but not expected to return to the work site. There are four-three (43) types of return-to-work compensation covered by this Article: on-call, standby, and-call-back, and Arrowhead Regional Medical Center critical on-call. 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) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes and engage in personal activities (e.g., go to the movies, go shopping, etc.).
- (b) This Section shall not apply to employees in the Supervisory or Supervisory Nurses Units.
- (c) On-call duty requires the employee to return a call, text, or email message as soon as practicable but not to exceed approximately fiftiethirty (1530) minutes.
- (d) The employee shall not receive on-call compensation during working hours, during mealbreak periods, or once the employee begins work during periods where the employee is taking paid time off (e.g., Sick Leave, Vacation Leave, PTO, Administrative Leave, etc.). On-call would begin no earlier than when the employee has left the work site and end upon the employees return to the work site.
 - i. Employees Who are Expected to Return to the Worksite Employees assigned to be on-call who are expected to return to work shall: (1) leave a telephone number where they can be reached or carry 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.

Employees assigned to be on-call who are expected to return to work. 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.

- ii. Employees Who are Expected to Respond to Phone Calls but Not Expected to Return to the Work Site Employees who are specifically assigned by the appointing authority to receive and respond to phone calls during non-work hours and perform limited work related to such phone calls but who are not expected to return to the work site shall: (1) leave a telephone number where they can be reached or carry wear a communicating device and (2) respond by phone within a reasonable period of time taking into consideration the nature and urgency of the call. Such employees shall be compensated at the applicable rate of pay for the time spent responding to the phone calls and any required work related to the phone call. The employee shall record time to the nearest one-quarter hour.

Section 3 – Standby Compensation

Standby is intended to be used in the rare circumstance when the employee's use of his/her own time is restricted in such a way that he/she is unable to effectively use his/her own time for personal activities (e.g., frequent requirements to report to the work site, strict geographical limitations not to exceed travel time from home to the worksite, etc.).

Standby duty requires the employee to return a call, text, or email or page as soon as practicable but not to exceed twoten (20) minutes.

Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or carry wear a communicating device; and (2) after being told to report to work, the employee shall immediately report to work and arrive at the work site no later than the time it takes to commute between the employee's home and the work site or in a lesser period of time if required by the Appointing Authority, e.g. the employee would need to be wearing his/her uniform or have his/her uniform with them so the employee can change immediately, no time allowance to drop a spouse off at home, etc.). Employees can also be given a designated time to report by the appointing authority or designee.

For employees in the Supervisory and Supervisory Nurses Units, standby duty shall be compensated at the rate of \$3.50 for each full hour of duty or portion thereof. For employees in the Supervisory and Supervisory Nurses Units, standby duty shall not count as hours worked.

For employees in the Administrative Services, Clerical, Craft, Labor & Trades, and Technical & Inspection Units, standby pay shall be compensated at minimum wage as provided by the Department of Industrial Relations for each full hour of standby duty or portion thereof. Standby hours under this provision shall count as hours worked for overtime purposes.

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 x \$15.00 (base salary rate) ¹	=	\$600.00
20 x \$ 8.00 (standby minimum wage*)	=	\$160.00

\$600.00 plus \$160.00 = \$760.00 divided by 60 hours worked (regular rate of pay)²
=\$12.67

Pay for this week should be:

40 hours regular pay	=	\$600.00
20 hours standby x \$8.00 per hour	=	\$160.00
20 hours overtime (\$12.67 x .5)	=	\$126.70

Total \$600.00 plus \$160.00 plus \$126.70 = \$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.

*This is an example only and may not contain the current State minimum wage.

The employee shall not receive standby compensation during working hours, during meal break periods, or during periods where the employee is taking paid time off (e.g., Sick Leave, Vacation Leave, PTO, Administrative Leave, etc.) while the employee begins work. Standby would begin to gather when the employee has left the work site and end upon the employees return to the work site.

Section 4 – Arrowhead Regional Medical Center (ARMC) Critical On-Call

(a) ARMC Critical On-Call shall be utilized in certain circumstances when certain employees are required to have a shorter response time to return to Arrowhead Regional Medical Center (e.g., higher risk, STEMI) than required by the On-Call provisions in Section 2 of this Article.

(b) Employees assigned to such ARMC Critical On-call shall be free to use the time for his or her own

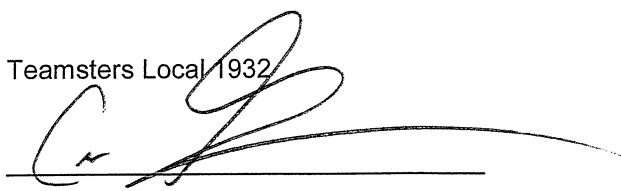
- (c) This section shall apply only to employees assigned by the Appointing Authority to Critical On-Call duty at Arrowhead Regional Medical Center (e.g., medical imaging classifications).
- (d) Employees assigned to ARMC Critical On-call duty shall be required to (1) leave a telephone number where they can be reached or wear a communicating device; (2) return a call or text as soon as practicable but not to exceed ~~fifteen (15)~~ five (5) minutes; and, (3) after being told to report to work, the employee shall arrive at his/her work station/the work site as soon as practicable, but not to exceed thirty (30) minutes.
- (e) Employees assigned to ARMC Critical On-Call shall receive compensation at the rate of \$5.15 for each full hour of critical on-call duty. Critical On-call time shall not count as hours worked.
- (f) The employee shall not receive on-call compensation during working hours, during meal/break periods, or during periods where the employee is taking paid time off (e.g., Sick Leave, Vacation Leave, PTO, Administrative Leave, etc.). ARMC Critical On-call would begin no earlier than when the employee has left the work site and end upon the employees return to the work site.
- (g) Assignment to ARMC Critical On-Call shall be made at the discretion of ARMC.

Section 54 – 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 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 as time actually worked for the purposes of the Article on "Overtime."

Date Agreed: 8/21/19

County 

Teamsters Local 1932 

→ (h) The County shall provide a sleeping area for the convenience of employees who voluntarily choose to remain at ARMC. Such time shall not be considered work time and there is no expectation by the County that any employees who are on Critical On-Call be at the workplace.
~~Employees may use time for~~

TEAMSTERS LOCAL 1932

County Counterproposal 2-21-19

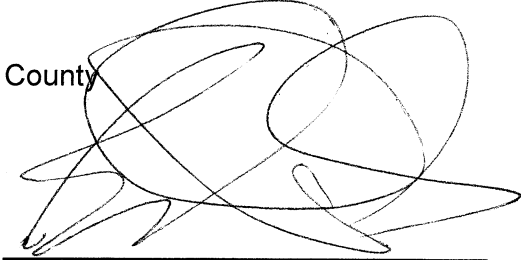
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SAFETY COMMITTEE

A county-wide Safety Committee shall be established for the purpose of discussing safety related concerns in the workplace. The Safety Committee shall be composed of up to six (6) employees from various departments selected by the Teamsters Local 1932 and an equal number of County representatives selected by County management. The Safety Committee shall meet periodically on an as-needed basis. Committee members shall receive paid release time during work hours to attend meetings.

Date Agreed: 2-21-19

County



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Teamsters Local 1932



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SALARY RATES AND STEP ADVANCEMENTS

Section 1: Step Advancements - ALL UNITS

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 7 with the approval of the appointing authority and through the top step of the range with the approval of the Director of Human Resources.

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

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

Step Advancements - Step advancements within a base salary range shall be based upon one (1) step increment for all employees. The employee shall be eligible for the first step advancement after completion of 1,040 service hours and subsequent step advancements after completion of 2,080 service hours.

Effective _____, employees shall be eligible for step advancement after completion of increments of 1,040 hours, until the top step of the range is reached. Employees who, as of _____, have at least 1,040 hours from their most recent step advancement shall be immediately eligible to advance to the next step, if applicable, on _____. After receiving that step advancement, such employees shall be eligible for step advancement after completion of increments of 1,040 hours, until the top step of the range is reached.

Employees who, as of the pay period following Board approval of the MOU extension, have less than 1,040 hours from their most recent step advancement shall be eligible to receive their next step advancement, if applicable, upon completion of 1,040 hours from their most recent step advancement. For example, an employee who received his step advancement effective September 29, 2018 would be eligible to move to the next step on or about March 30, 2019 provided the employee had completed sufficient service hours. Thereafter, such employees shall be eligible for step advancement after completion of increments of 1,040 hours until the top step of the range is reached.

EXAMPLE:

STEP ADVANCEMENT	Step	Range
Hire Step	1	R30
After 1040 hours*	2	
After additional 1040/2080 hours*	3	
Promotion to higher classification** (approx. 5% or step 1 of new range whichever is greater)	3	R32
After 1040 hours*	4	
After additional 1040/2080 hours*	5	
After each additional 1,040/2080 hours until the top step of the range is reached*	6	

*Assumes satisfactory work performance and appointing authority recommendation

**Pursuant to Promotions Article

An appointing authority ~~The Director of Human Resources~~ may request, authorize in limited

exceptional circumstances and with adequate justification, 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, subject to the recommendation of the Director of Human Resources and the final approval of the Chief Executive Officer or his/her designee. The Director of Human Resources 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:

a. SUPERVISORY NURSES UNIT

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

Effective December 10, 2016, the County shall change the Supervisory Nurses Unit 10-year longevity pay to a 12-year longevity pay; provided, however, that employees currently receiving the 10-year longevity pay shall continue receiving such pay.

Effective December 10, 2016, the County shall establish a 30-year longevity pay that is two percent (2.00%) above the current 25-year longevity pay, as indicated below.

TOTAL COMPLETED SERVICE	COMPENSATIO
20,800 (10 years)	2.0%
Effective December 10, 2016: 24,960 (12 years)**	2.0%
31,200 (15 years)	An additional 2.0% for a total of 4%
41,600 (20 years)	An additional 2.0% for a total of 6.0%
52,000 (25 years)	An additional 2.0% for a total of 8.0%
Effective December 10, 2016: 62,400 (30 years)	An additional 2.0% for a total of 10.0%

* Limited to current Unit employees who, prior to Board approval of the MOU, attained 10 years completed service as a supervisory nurse with the County and/or as a registered nurse with the County. An employee who receives the 10-year longevity pay shall not be eligible to receive the 12-year longevity pay.

** Limited to employees newly hired into the Unit or those employees who, prior to Board approval of the MOU, had less than 10 years completed service as a supervisory nurse with the County and/or as a registered nurse with the County.

EXAMPLE 1 — A supervisory nurse who completes 3 years of service with the County as a supervisory nurse and has completed 9 years of service as a nurse with the County, will be eligible for an additional 2.0% above the base rate of pay at the nurse's next scheduled annual WPE or next WPE for which a step increase would be due, provided the nurse has received an overall "meets standards" WPE.

EXAMPLE 2 — A supervisory nurse with 11 years and 7 months of completed service as a supervisory nurse promotes to another supervisory nurse classification. The supervisory nurse will be eligible for the 12-year longevity pay after completion of an additional 5 months of service and at the next WPE for which a step increase would be due, provided the nurse has received an overall "meets standards" WPE.

EXAMPLE 3 — A supervisory nurse who is already receiving 2.0% longevity pay for 12 years of completed service promotes to another supervisory nurse classification. The supervisory nurse will continue to be eligible for the 12-year longevity pay above his/her new base rate of pay.

EXAMPLE 4 — A nurse who has completed thirteen (13) years of service as a nurse with the

~~County and four (4) years of service with the County as supervisory nurse will be eligible for the 4.0% longevity pay for fifteen (15) years of service.~~

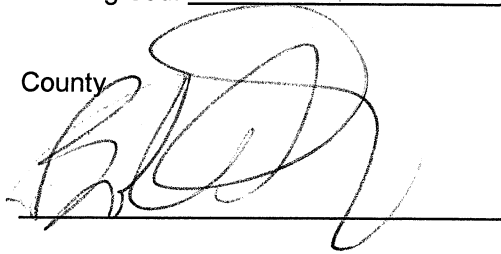
~~For purposes of longevity pay only, a year of completed County service is defined as 2,080 service hours as a supervisory nurse and/or registered nurse with the County.~~

Section 23: Master's Degree in Social Work (MSW) Incentive Range

~~Effective the pay period following Board approval of the MOU, e~~Employees in the Social Worker II classification or Social Worker II Trainee classification who possess a MSW (or subsequently obtain a MSW) shall be placed on a range that is approximately two and one-half percent (2.50%) higher than the current Social Worker II or Social Worker II Trainee range. Those Social Worker IIs and Social Worker II Trainees placed on the higher range shall be eligible to advance to the next step, if applicable, upon completion of 2,080 service hours from their most recent merit advancement (i.e., step hours will not reset).

Date Agreed: 1-11-19

County



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Teamsters Local 1932



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County Counterproposal 7/24/19

SUCCESSORS

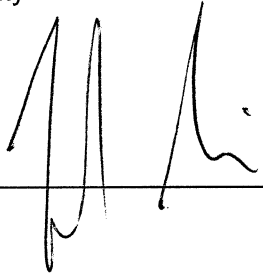
In the event the County contemplates a merger, sale, permanent closure, leasing, assignment, divestiture, or other transfer of ownership and/or management of operations, the Union shall be notified in writing forty-five (45) days prior to Board action.

Upon such notice, the Union and the County will promptly meet at the Union's request, to engage in good faith bargaining over the impact of such change (e.g., job security, union recognition, etc.).

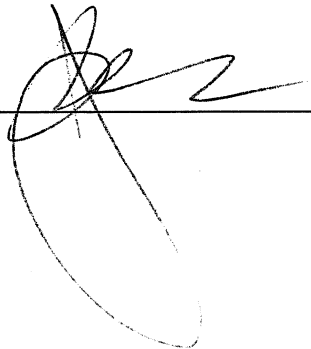
The Hospital shall not use any merger, sale, permanent closure, leasing, assignment, divestiture, or other transfer of ownership and/or management of operations for the purpose of evading the terms of this Agreement.

Date Agreed: 7/27/19

County



Teamsters Local 1932



TEMPORARY PERFORMANCE OF HIGHER LEVEL
DUTIES**ALL UNITS**

Generally, assignment to a vacant higher level position shall be made from qualified non-probationary employees. In the limited circumstance (e.g., single position classification, etc.) that a probationary employee is selected, ~~Prior to the assignment of a probationary employee to a vacant higher level position, such probationary employee shall be notified in writing as to whether service hours to be worked in the higher level position -will count towards completion of the probationary period in the (lower level) position in which the employee has not yet obtained regular status.~~

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.

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 Department Director or designee and 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.

Assignment Criteria

- (a) 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) 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.

Compensation

- (a) Compensation shall be awarded in pay period increments.
- (b) 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 Advancements Articles. The employee shall continue to receive benefits associated with his/her pre-assignment occupational Unit. Differentials and other compensation shall be paid only if applicable to the higher level position assignment. Overtime compensation shall be administered according with the Overtime article of the MOU to the FLSA status of the higher level position. Upon assignment to the higher level position, the employee's service hours for determining salary step in the pre-assignment position shall continue to accrue. Upon completion of assignment, the employee shall be returned to his/her former position classification. 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.

- (c) Project compensation shall be in the form of a specified percentage of the employee's base pay. The Director of Human Resources or designee will determine the amount in increments of one-half (1/2) percent from a minimum of two and one-half percent (2-1/2%) up to a maximum of seven and one-half percent (7-1/2%). The 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."

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. It is important to attempt 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, or Chief Executive Officer, as applicable, written approval, assignment of the greater level of duties, and signed acceptance by the employee.

Under no circumstances will Temporary Performance Compensation be granted retroactively, unless there is an unreasonable delay in the processing of the Temporary Performance Compensation caused by the County (e.g., a supervisor goes on a 3 month leave of absence and before going on leave forgets to submit the signed form, etc.). If there is an unreasonable delay caused by the County the Temporary Performance Compensation shall be granted retroactive to the date that the approved form (i.e., the form executed by the Department) was signed by the employee.

Requests for Temporary Performance Compensation shall be reviewed by the Director of Human Resources or designee. Requests for Temporary Performance Compensation for employees in the Human Resources Department shall be reviewed by the County Chief Executive Officer or designee.

Denial of compensation due to assignment {Assignment Criteria (c)} shall not be subject to review, appeal, or the Grievance Procedure; provided, however, that employees who are denied compensation may review such denial with the Human Resources Department.

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.

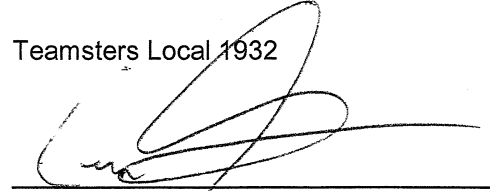
Date Agreed:

8/29/19

County



Teamsters Local 1932



County Proposal 11/5/2018
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TIME AND LABOR REPORTS

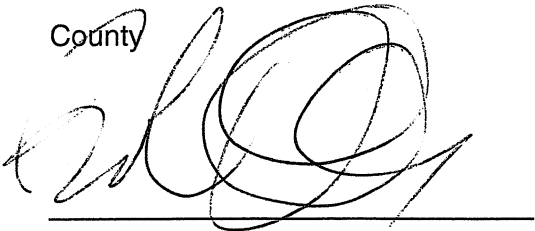
ALL UNITS

Employees' electronic time sheets (e.g., eTime) will~~Time and Labor Reports should~~ normally be completed and required to be electronically signed and submitted by the employee each pay period. By signing, the employee acknowledges that the information provided in the time sheet is accurate. In cases where the employee is on leave (e.g., medical leave, vacation, etc.) and has not submitted his/her time sheet, the Department shall submit the employee's time sheet. Employees shall be notified~~provided~~ whenever a copy of any electronic time sheet~~Time and Labor Report~~ whenever said report is submitted or changed without the employee's signature. Payroll ~~Specialists~~ who handle electronic time sheets~~Time and Labor Reports~~ 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/Treasurer/Tax Collector for processing. In all cases where corrections are made in the presence of the employee and accepted, the employee shall approve such corrections by signing a new electronic time sheet~~Time and Labor Report~~. If time does not allow for this procedure because of the Auditor-Controller/Treasurer/Tax Collector deadline, the Payroll ~~Specialist~~ shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this 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 electronic time sheets~~Time and Labor Reports~~ by the employee, the employee shall hold harmless the County for any delays in warrant processing.

Date Agreed: 11/5/18

County



Teamsters Local 1932



TOOL ALLOWANCE

CRAFT, LABOR & TRADES UNIT

(a) Allowance

The County agrees to make the following payment to employees in the classes listed to serve as a tool allowance to compensate for any costs associated with tool purchase and replacement.

The tool allowance shall be as follows:

<u>Classification</u>	<u>Tool Allowance</u>
Equipment Services Specialist I, II	\$300
Mechanic's Assistant	\$425
Motor Fleet Mechanic I, II	\$500
Sheriff's Aviation Mechanic	\$600
Sheriff's Lead Aviation Mechanic	\$600

Effective _____, the tool allowance shall be as follows:

<u>Classification</u>	<u>Tool Allowance</u>
Equipment Services Specialist I, II	\$300
Mechanic's Assistant	\$450
Fleet Technician and Lead Fleet Technician	\$550
Sheriff's Aviation Mechanic	\$600
Sheriff's Lead Aviation Mechanic	\$600

(b) Administration

The annual tool allowance shall be paid in a lump sum to employees in regular positions who are in paid status in the pay period that includes July 1 of each year. An eligible employee in a regular position who is part-time or job-sharing shall be eligible for a prorated lump-sum payment based on regularly scheduled hours. Those employees appointed after July 1, shall receive a prorated tool allowance payment at the time of their appointment. Such proration shall be based upon the remaining number of pay periods in the fiscal year nearest their appointment. Granting of this tool allowance shall not affect any other provisions made by the department for tool replacement, repair, or purchase.

Employees not in paid status (i.e., not coding paid hours) in the pay period that includes July 1 shall receive a prorated tool allowance payment upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the fiscal year nearest their return to paid status. However, an employee who is not in paid status during the entire fiscal year (i.e., not in paid status from pay period 15 of one year through pay period 14 of the following year) shall not receive the annual tool allowance for the fiscal year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from June of 2014 through September 2016, and then returns to paid status in October 2016, the employee shall receive a prorated tool allowance payment for FY 2016/2017 upon their return to paid status but shall not receive the FY 2014/2015 allowance because the employee was not in paid status for the entire 2014/2015 fiscal year.

Any employee separating from County employment at the conclusion of a leave of absence shall not receive the tool allowance.

Date Agreed: 9/30/19

County

Teamsters Local 1932

County Proposal _____

17

TRANSITIONAL PAY

Bargaining unit employees in the classifications of Probation Division Director I and Probation Division Director II who have completed at least fifteen (15) years of continuous service in a regular position with the County shall receive transitional pay above their base rate of pay, as provided below. Transitional pay shall be excluded when determining the appropriate rate of pay for promotion or demotion. Employees who qualify for transitional pay shall receive the pay as follows:

CONTINUOUS COMPLETED
PAY SERVICE HOURS

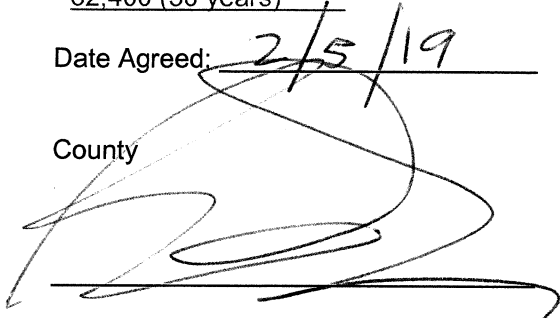
31,200 (15 years)
41,600 (20 years)
52,000 (25 years)
62,400 (30 years)

TRANSITIONAL

2.0%
An additional 2.0% for a total of 4.0%
An additional 4.0% for a total of 8.0%
An additional 2.0% for a total of 10.0%

Date Agreed: 2/5/19

County



Teamsters Local 1932



New Article- TUITION LOAN REPAYMENT PROGRAM
NURSES SUPERVISORY AND MANAGEMENT UNIT

The County has established a Tuition Loan Repayment Program to assist employees with student loan obligations and encourage continued County employment.

1. Eligibility requirements- all requirements must be met before the employee is deemed eligible for loan repayment assistance:
 - A. The employee is employed in a regular Nurses Supervisory and Management Unit classification and regularly scheduled at least 72 hours per pay period.
 - B. The employee fully completes the County's Student Loan Repayment Application.
 - C. The employee submits proof of the following:
 - i. A qualifying degree.
 - ii. A valid, unrestricted nursing license.
 - iii. Current statements from an unpaid loan.
 - D. The employee is in paid status in the pay period the repayment is made.
 - E. The employee is not participating in another tuition loan repayment program. This does not include participation in any loan forgiveness program.
 - F. Employee's last Work Performance Evaluation rating is a "meets standards" or above.
 - G. Employee is not on a current leave restriction plan.
 - H. Employee is not on a current work performance improvement plan.

2. Terms of Loan Repayment Assistance:

Employees with 2 or more years of continuous service with the County as of July 1, 2020 will be eligible to apply for tuition loan repayment. Continuous service is defined as the total length of service from an employee's most recent beginning (hire) date in a regular position with no separation from County employment. Employees must complete a new application and submit supporting documentation for each disbursement for loan repayment. Any additional annual incentive will require completion of new one-year continuous periods of Qualifying Service on and after the date of the implementation of this provision. Eligible employees with 2 or more years of service as of July 1, 2020 will be immediately eligible to submit the required documentation to

receive tuition loan repayment. Employees will receive the initial payment of \$1,000 and receive additional payment after subsequent years of service. In no event will the payments be combined. If the application meets County requirements, the payment shall be as follows:

- A. After completion of 2 continuous years with the County: A single payment of up to \$1,000.
- B. After completion of 3 continuous years with the County: A single payment of up to \$1,000.
- C. After completion of 4 continuous years with the County: A single payment of up to \$1,500.
- D. After completion of 5 continuous years with the County: A single payment of up to \$2,000.
- E. After completion of 6 continuous years with the County: A single payment of up to \$2,000.

Payment shall not exceed the total amount of \$7,500 per employee, unless claims against the Unit Tuition Loan Fund do not exceed the annual allowance. In the event that claims against the Unit Tuition Loan Fund do not exceed the annual allowance and all claims have been satisfied for Unit employees, any remaining Nurses Supervisory and Management Unit Tuition Loan Fund money will be divided equally among those Nurses Supervisory and Management Unit employees whose previously submitted claims which exceeded the cap (i.e., \$1,000, \$1,500, or \$2,000, as applicable). Each Unit member will receive no more than five hundred dollars (\$500.00) in addition to the applicable cap amount.

Eligible employees will receive the initial payment within thirty (30) days after approval of the required documentation. Any additional amounts shall be paid within a reasonable period of time following completed accounting of the Tuition Loan Fund.

3. Restrictions

- a. Employee must have one or more qualifying Federal student loan and/or private student loan.
- b. Qualifying student loans include federal student loans and private student loans, defined as follows:
 - i. Federal Student Loans are loans that are funded by the Federal Government, with terms and conditions that are set by law. Examples include Direct Subsidized Loans, Direct Unsubsidized Loans, and Direct PLUS Loans (for graduate and professional students). Federal parent loans do not qualify for this program.

- ii. Private Student Loans are non-Federal loans made by a lender such as a bank, credit union, state agency, or a school which are subject to examination and supervision in their capacity as lenders by an agency of the United States or of the State in which the lender has its principal place of business. Qualifying private student loans are those that require the applicant to provide school information and tuition information to the lender as part of the application process. Further, a qualifying private student loan requires that the lender certify the student loan with the applicable college or university, and that the lender directly disperse the student loan funds to the school. Examples of qualifying private student loan programs include Sallie Mae Student Loans and College Ave Student Loans.
- c. Degree must have been completed and employee must be in active repayment of the loan.
- d. Loans must not be in default status. Employees must provide a written statement from their lender(s) substantiating that the loan(s) are not in default, dated within ten (10) business days of the application for payment.
- e. This tuition loan repayment program will repay for actual costs paid for tuition only.
- f. Payments made on loans in the year prior to the repayment request that are less than the maximum yearly repayment amount will be eligible for the lesser amount paid only.
- g. Employees who separate from County employment are not entitled to prorated payments.
- h. The lender information must be verified annually, and must not be older than ten (10) days prior to the application for payment.
- i. If loans have been consolidated, proof of consolidation must be provided.
- j. If the eligible Nurse ceases to be an eligible Nurse for any reason before completion of one year of continuous service, no part of this repayment shall be paid.
- k. Employees must show proof of loan payments.

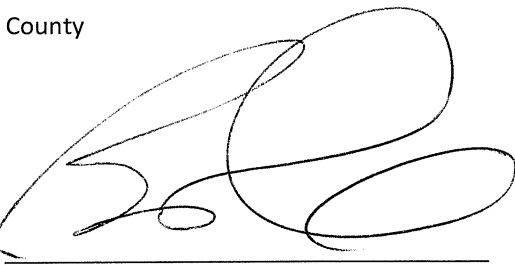
4. Program Details

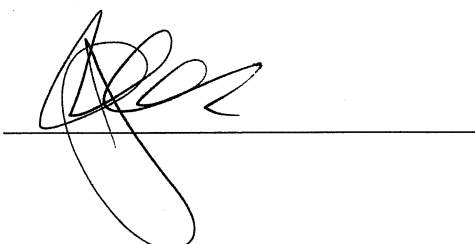
- a. Payment will be made directly to the employee through EMACS. Payment will be subject to all required payroll deductions, and participants will be responsible for any and all applicable taxes resulting from the payments they receive.

- b. Qualifying Student Loan shall mean a loan (or the portion of a loan, if consolidated) taken and used to cover the cost of an eligible nurses qualifying degree. The determination of whether or to what extent a loan is a Qualifying Student Loan shall be made based on guidelines established by the Human Resources Department.

- c. Notwithstanding the foregoing, reimbursement under this Section shall be made subject to any additional conditions approved by the appointing authority subject to any meet and confer obligations pursuant to the Meyers Miliias Brown Act.

Date Agreed: 8/21/19

County 

Teamsters Local 1932 

TUITION REIMBURSEMENT AND MEMBERSHIP DUES

ALL UNITS

Section 1 – Preamble

In conjunction with Teamsters, the County has established for each representation Unit a tuition reimbursement and membership dues procedure to encourage all employees to pursue educational opportunities and involvement in organizations to enhance their contribution as County employees and assist in their career development. Both parties recognize the importance of continued quality improvement and strongly encourage the utilization of opportunities assisted by this Article. Tuition funding and reimbursement programs shall be administered by the Performance, Education and Resource Center (PERC). The Human Resources Department shall receive from such funding administration costs not to exceed the salary and benefits portion of a top step Secretary I.

Benefits under the Tuition Reimbursement and Membership Dues article shall be pro-rated for job share and part-time employees.

Section 2 – Administrative Services Unit

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

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

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

Section 3 – Clerical Unit

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

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

Section 4 – Craft, Labor & Trades Unit

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

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

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

Section 5 – Management Unit

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

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

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

Section 6 – Supervisory Unit

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

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

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

Section 7 – Nurses Supervisory and Management Unit

Registered nurses assigned to the hospital, mental or correctional institutions or those providing public health services shall be entitled to an individual, departmental fund in the amount of seven hundred dollars (\$700.00) per fiscal year for each employee in a regular position budgeted more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for completing Continuing Education Units or for completion of college coursework leading towards a Bachelor's or Master's degree in Nursing or Public Health. Any unused tuition funds may be carried over one (1) fiscal year. The maximum total amount available for one (1) fiscal year, including carried over funds, shall not exceed a total of fourteen hundred dollars (\$1,400.00). Such reimbursement shall not be in addition to the maximum reimbursement available to other Unit employees and shall not be applicable to membership dues. Requests for such reimbursement must be approved in advance by the appointing authority.

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

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

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

Section 8 – Technical & Inspection Unit

The County will establish a career development, training, and education fund of sixty thousand dollars (\$60,000.00) each fiscal year for use by employees in a regular position in the Technical & Inspection Unit. This fund will be administered by PERC and available for use on a first-come, first-served basis for 100% reimbursement of tuition and community college registration fees for career development courses or to reimburse membership dues in professional organizations; provided such expenditure enhances furtherance of County or continuing education goals and is previously approved by PERC and not to exceed a maximum of six hundred dollars (\$600.00) per employee.

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

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

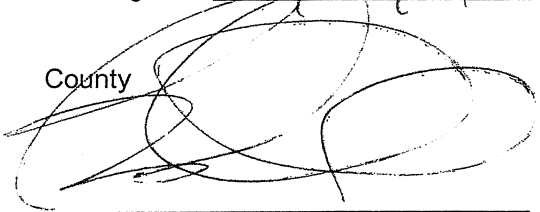
and books for courses applicable to attainment of a registered nurse certification and previously approved by the appointing authority.

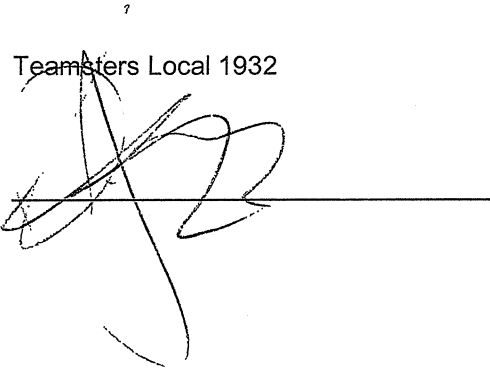
No Unit member shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis,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

Section 9

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

Date Agreed: 8/21/19

County 

Teamsters Local 1932 

UNIFORMS

ALL UNITS – EXCEPT MANAGEMENT

Section 1 – General

Prior to the establishment of a new uniform requirement, employees will be given full opportunity to discuss the form, nature, style, and quality of such uniform requirement. If the County establishes a new uniform requirement for employees who are not currently required to wear uniforms, the County shall provide such uniforms. The cost of uniforms required for employees in new programs shall be borne by the employee, provided the uniform requirement is specified as a condition of employment and included in the examination announcement.

Section 2 – Uniform Allowance

Amount of Allowance – The County agrees to make an annual payment to employees in regular positions on payroll in a paid status as of July 1 of each year in the bargaining units and classifications listed below in the amount specified.

OCCUPATIONAL UNIT	CLASSIFICATION	UNIFORM ALLOWANCE
Administrative Services	Sheriff's Training Specialists assigned to other than West Valley Detention Center	\$175
	Sheriff's Training Specialists I and II assigned to West Valley Detention Center	\$425
Clerical	Employees of Regional Parks, who are not required to wear historical period apparel, but required to wear uniforms	\$44025
	Fiscal Assistants in Sheriff's Dept. required to wear uniforms	\$425
	Sheriff's Custody Assistant	\$425
	Employees of Regional Parks assigned to Calico Regional Park required to wear historical period apparel	\$500

Craft, Labor and Trades	General Service Workers at Regional Parks only, who are not required to wear historical period apparel	\$440
	Park Ranger I, II, III, who are not required to wear historical period apparel	\$440
	Park Ranger I, II, III assigned to Calico Regional Park and required to wear historical period apparel	\$500
	General Service Workers at Regional Parks assigned to Calico Regional Park required to wear historical period apparel	\$500

OCCUPATIONAL UNIT	CLASSIFICATION	UNIFORM ALLOWANCE
Supervisory	Assistant Park Superintendent, who are not required to wear historical period apparel	\$44025
	Abatement Supervisor	\$425
	Code Enforcement Supervisor	\$425
	Park Superintendent I, II	\$44025
	Supervising Animal Control Officer I, II	\$425
	Supervising Sheriff's Custody Specialist	\$425
	Assistant Park Superintendent assigned to Calico Regional Park and required to wear historical period apparel	\$500
Technical and Inspection	Animal Health Investigator (field staff only)	\$245
	Animal License Checker I, II	\$440

	Autopsy Assistant	\$390
	Animal Control Officer Trainee, I, II	\$440
	Code Enforcement Officer I, II, III	\$440
	Crime Scene Specialist	\$440
	Fire Hazard Abatement Officer	\$440
	Sheriff's Civil Technician	\$440
	Sheriff's Custody Specialist	\$440
	Sheriff's Services Specialists required to wear a Class 2 or Class 12 uniform	\$440

Section 3 – Method of Payment

- (a) The uniform allowance payment is made to compensate for all costs associated with uniform purchase, replacement, maintenance, etc. The uniform allowance payment shall be made to those employees in paid status in the pay period that includes July 1 of each year. An eligible employee in a regular position who is part-time or job-sharing shall be eligible for a prorated lump-sum payment based on regularly scheduled hours.
- (b) Those employees in the CRAFT, LABOR & TRADES Unit eligible to receive a uniform allowance who are appointed after July 1, shall receive a prorated uniform allowance payment at the time of their appointment. Such proration shall be based on the remaining number of pay periods in the fiscal year nearest their appointment.

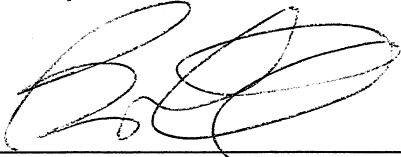
Employees not in paid status (i.e., not coding paid hours) in the pay period that includes July 1 shall receive a prorated uniform allowance payment upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the fiscal year nearest their return to paid status. However, an employee who is not in paid status during the entire fiscal year (i.e., not in paid status from pay period 15 of one year through pay period 14 of the following year) shall not receive the annual uniform allowance for the fiscal year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from June of 2014 through September 2016, and then returns to paid status in October 2016, the employee shall receive

a prorated uniform allowance payment for FY 2016/2017 upon their return to paid status but shall not receive the FY 2014/2015 allowance because the employee was not in paid status for the entire 2014/2015 fiscal year.

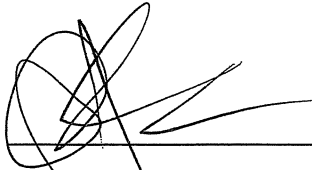
Any employee separating from County employment at the conclusion of a leave of absence shall not receive the uniform allowance.

Date Agreed: 8/21/19

County



Teamsters Local 1932



County Counterproposal _____

USE OF BULLETIN BOARDS

ALL UNITS

The County will furnish a reasonable portion of existing bulletin board space for notices of Teamsters. 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 Teamsters meetings, agenda and minutes.
- (b) Information on Teamsters elections and the results.
- (c) Information regarding Teamsters social, recreational, and related news bulletins.
- (d) Reports of official business of Teamsters, including reports of committees or the Teamsters Local 1932 Executive Board~~Board of Directors~~.

County equipment, materials, or supplies 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. Teamsters may utilize the County's interdepartmental mail system provided Teamsters picks up and delivers necessary bulletins to the mail room, delivery to be concurrent with regular routes with no special trips made by the County, and Teamsters holds the County harmless against any loss or delays in delivery.

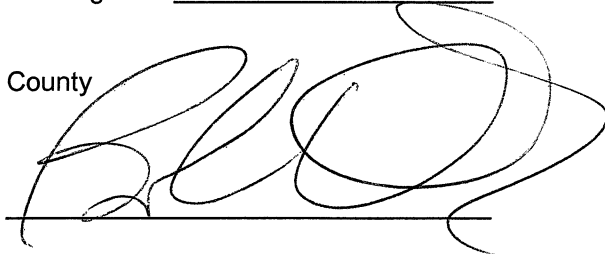
Notices that are posted, distributed through the mail system, or placed in an employee's County mailbox shall not be obscene, derogatory, defamatory, or of a political nature, or directed at any employee or official in the County; nor shall they pertain to public issues which do not involve the County or its relations with County employees.

All notices to be posted must be dated and signed by an authorized representative of Teamsters, with a copy to be submitted (electronically, delivered, or faxed) to the Employee Relations Division Chief or designee for review prior to posting or distribution through the County's mail room.

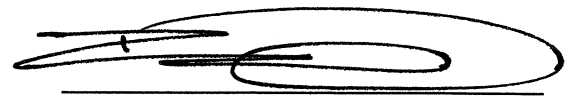
In cases where Teamsters represents more than one (1) authorized employee representation Unit at a work location, the space described above will become the bulletin board space for all employees represented by Teamsters at that work location.

Date Agreed: 2-28-19

County



Teamsters Local 1932

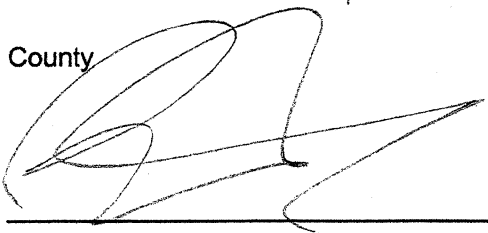


WORK DISRUPTION

ALL UNITS

The parties agree that no work disruptions shall be caused or sanctioned by Teamsters during the term of this Agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, ~~sick-out, sympathy strike,~~ or slowdown in any operation of the County of San Bernardino, or any curtailment of work, disruption, or interference with the operations of the County of San Bernardino. The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs. The parties acknowledge that participation of any employee in a concerted work action against the County is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by the County during the term of this Agreement, unless such work disruptions occur.

Date Agreed: 3/13/14

County 

Teamsters Local 1932 