



ANDREW LAMBERTO
Director of Human Resources

COUNTY OF SAN BERNARDINO

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September 15, 2011

Laren Leichter, President
Safety Employees Benefit Association
735 E. Carnegie Drive, Suite 125
San Bernardino, CA 92408

Re: Request to Commence Negotiations - Safety Unit

Dear Mr. Leichter:

As you are aware the Memorandum of Understanding (MOU) between the County and the Safety Employees Benefit Association (SEBA) for the Safety Unit will expire on March 9, 2012. This MOU provides that "(i)n the event either party hereto desires to negotiate a successor Memorandum of Understanding, each party shall serve upon the other during a thirty-one (31) day period commencing 180 days prior to the expiration of this Agreement, its written request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding." This correspondence shall serve as the County's written request to commence negotiations and the following shall constitute the County's written proposals:


- 1. Benefit Plan: Eliminate Benefit Plan contributions and replace with Medical Premium Subsidy. Clarify/amend language to conform to County policy, practice, plan documents and/or applicable law and regulations as appropriate.
2. Other benefit provisions such as Dependant Care Assistance Plan, Flexible Spending Account, Life Insurance, Merit Advancements, Reemployment, Retirement Medical Trust, etc: Clarify/amend language to conform to County policy, practice, plan documents and/or applicable law and regulations as appropriate.
3. County Management Rights: Incorporate language clarifying County management rights, including assignment of County vehicles.
4. Full Understanding, Modification and Waiver: Amend language to be consistent with County practice and/or clean up language as necessary.
5. Leave Provisions: Clean up language as appropriate, to include Amendment #1.
6. Overtime: Eliminate compensatory time banks. Clean up language as necessary.
7. Retirement System Contributions: Eliminate County pick-up of employee contributions for existing employees and new hires; establish a new/reduced pension formula for new hires.

8. Salary Administration: Establish step advancements at 2.5% for new and existing employees.
9. Salary Adjustments: Reduce salaries by 7%.
10. Seniority Watch Preference and Rotation: Eliminate article. Propose new article for Deputy's with 20 years of uninterrupted service as a Safety employee to be given preference for days off and shift schedules.
11. Wage Differentials: Clarify language in regards to payment of differentials during periods of leave and non-work time. Establish fixed dollar amounts.
12. Deputy I/II Classification: Change Deputy Sheriff Classifications to Deputy I for all Deputies assigned to Detentions and Corrections Bureau and Court Services and Deputy II for Deputies assigned outside of Detentions and Corrections and Court Services, e.g., Patrol. Adjust pay scale, decreasing pay for Deputy I classification to provide for a 10% salary spread as appropriate. "X" step existing employees who currently earn more than the new top step for Deputy I classification.
13. Other non-economic articles: Update and clarify language as appropriate. For example, incorporate language for 9/80 and 12/80 schedules.

The County reserves the right to submit any additional proposals and counter-proposals on any other economic and non-economic items.

Please contact me at your earliest convenience to schedule an initial bargaining session within thirty days as required by the MOU.

Sincerely,



Bob Windle
Assistant Director, Human Resources

cc: Gregory C. Devereaux, Chief Executive Officer
Andrew Lamberto, Director of Human Resources