

## The New Proposal

Specialized Peace Officer  
Unit



---

---

---

---

---

---


---

---

### Benefit Plan

- ▶ Elimination of the \$125.00 earnable comp cash per pay-period for employees who had 20 or more years of continuous service in a regular position as of January 27, 2009. This amount will be transferred to the Medical Premium Subsidy.
- ▶ No changes in the Medical Premium Subsidy.
  - This means no increase into the Medical Premium Subsidy.

2



---

---

---

---

---

---


---

---

### Take-home Vehicles

- ▶ SEBA and the County agree to meet and confer at the appropriate time to discuss take home vehicles.
- ▶ If unable to reach an agreement, parties will resolve pursuant to the Employee Relations Ordinance.

3



---

---

---

---

---

---

---

---

### Leave Provisions

- ▶ Establish a 112 hour cap on holiday leave.
- ▶ Employees with balances greater than 112 hours will have an individual cap established at the employee's current balance.
- ▶ Accrued hours in excess of cap will be cashed out in the pay period which holiday is accrued.

4

---

---

---

---

---

---

---

---

### Retirement

- ▶ SEBA agrees not to obstruct with County efforts in taking whatever actions are necessary to implement a new retirement formula for employees newly-hired into a bargaining unit position.

5

---

---

---

---

---

---

---

---

### Retirement System Contributions

- ▶ Eliminate the 7% County pick-up for all employees.
- ▶ Employees with at least 25 years of service credit and who either have or thereafter attain 30 years of service credit shall have one opportunity during their employment to receive cash payment of 7% for up to 26 consecutive pay periods.

6

---

---

---

---

---

---

---

---

### Salary Adjustments

- ▶ The County will withdraw its' proposal on 7% salary reduction if proposal is accepted.

7

---

---

---

---

---

---

---

---

### “Me Too” Clause

- ▶ See Handout

8

---

---

---

---

---

---

---

---

### Salary Adjustment Triggers

- ▶ See Handout

9

---

---

---

---

---

---

---

---

### Standard Tour of Duty

- ▶ The County agrees not to reduce the scheduled work hours of bargaining unit employees during the term of this agreement.

10

---

---

---

---

---

---

---

---

### Step Advancements

- ▶ All employees advance in 2.5% increments.

11

---

---

---

---

---

---

---

---

### Vision

- ▶ Employees may purchase vision care for their dependents at employee's cost; subject to Employee Benefits Division Approval.

12

---

---

---

---

---

---

---

---

### Seniority Scheduling

- ▶ The County agrees to implement seniority scheduling at the Probation Department for an agreed upon number of assigned positions at 24/7 operations.
- ▶ Final process has been worked out between the Probation Department and SEBA.
- ▶ The 20 year Deputy rule to apply to the Coroner Division for the term of the MOU.

13

---

---

---

---

---

---

---

---

### Term

- ▶ Two years, with 2 one-year extension options to be exercised by SEBA if so desired.

14

---

---

---

---

---

---

---

---

### Authorized Employee Representatives

- ▶ Clarify that incidental use of County equipment is permitted pursuant to County Policy.  
(See Handout)

15

---

---

---

---

---

---

---

---

### Fulfillment of Existing Contract Obligations

- ▶ Provide a 2% salary adjustment for employees who are otherwise eligible for 3% @ 50 retirement formula.
- ▶ This increase will take effect beginning the first pay-period following the withdrawal of 3% @50 lawsuit.

16

---

---

---

---

---

---

---

---

### Fulfillment of Existing Contract Obligations Cont.

- ▶ Transitional Pay Probation Employees Only
  - Eliminate language on 3% @ 50 retirement formula.
  - SEBA will withdraw the lawsuit regarding 3% @ 50 retirement.
  - Amend the transitional pay language to permit employees who have worked or will have worked 15, 20, 25 years to receive transitional pay.
  - Eliminate existing cut-off date for eligibility for transitional pay and remove language freezing employees at certain levels.
  - (See Handout)

17

---

---

---

---

---

---

---

---

### Retirement Medical Trust

- ▶ Effective upon Board approval of the agreement, the County will reinstate the Retirement Medical Trust contributions for those employees whose contributions are currently suspended.

18

---

---

---

---

---

---

---

---

## Questions?

▸ [negotiations@seba.biz](mailto:negotiations@seba.biz)

19

---

---

---

---

---

---

---

---

## **"ME TOO" AGREEMENT**

### Section 1

The Board of Supervisors recognizes that members of SEBA agreed to the elimination and reduction of certain existing compensation and benefits as follows:

- reduce all step increments from approximately 5% to approximately 2.5% for all current and newly-hired employees;
- eliminate the County pick-up (up to 7%) of the employee's share of retirement system contributions for all current and newly-hired employees (not including retirement subsidy for Exempt employees); and
- Convert all remaining employees receiving the Flexible Benefit Plan contribution to Medical Premium Subsidy;

The Board of Supervisors has already approved elimination and reduction of existing compensation listed above for the Exempt group.

### Section 2

If any other bargaining unit does not agree to reduce or eliminate any particular compensation and/or benefit item above at such time as their Memorandum of Understanding expires, the Board of Supervisors will either (1) restore to the Exempt group and those bargaining units that have already agreed to said reductions the compensation and/or benefit provisions above, on a pro-rated basis or in a comparable manner, retroactive to the date of the Board of Supervisors approval of this agreement, (2) impose such benefit elimination or reductions on bargaining units that do not agree after exhaustion of the dispute resolution procedure contained in the applicable Employee Relations Ordinance, or (3) reduce positions and/or budget in the impacted departments by the value of the reductions which would have been obtained if the reductions in compensation would have been applied to the employees in that bargaining unit. Additionally, if one bargaining unit receives a newly negotiated across-the-board enhancement in compensation and/or benefits for all its members, excluding those enhancements for which the County, other County Fire, and Special Districts bargaining units are already contractually obligated, such enhancement shall also be automatically applied to all other bargaining units including the Exempt group. The provisions listed in Section 2 shall automatically expire at the end of the term of the Memorandum of Understanding.

## SALARY ADJUSTMENT TRIGGERS

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

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

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

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

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

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

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



**COUNTY OF SAN BERNARDINO  
POLICY MANUAL**

No. 14-01  
(supersedes 07-13)

ISSUE 2

PAGE 1 OF 3

By

EFFECTIVE 3/23/04

SUBJECT

ELECTRONIC MAIL (E-MAIL) SYSTEMS

APPROVED

*DENNIS HANSBERGER*

CHAIRMAN, BOARD OF SUPERVISORS

PURPOSE

To establish policy and guidelines for the use of the County of San Bernardino's electronic mail (e-mail) systems.

SCOPE

This policy applies to all users of the County of San Bernardino's electronic mail systems.

POLICY STATEMENT

The County e-mail systems are valuable resources for communication of information that is necessary to conduct county Business. Employees and other authorized users are encouraged to make use of this tool to carry out their responsibilities and duties in a professional and courteous manner, which is in the best interest of the County.

PRIVACY/USE

In order to ensure the proper use of County resources, the County reserves the right without advance notice to users of the e-mail systems to monitor, access, copy, or delete any messages stored on any of its e-mail systems. **NO USER OF ANY COUNTY E-MAIL SYSTEM SHOULD HAVE AN EXPECTATION OF PRIVACY IN ITS USE.** The County recognizes that certain agencies have a duty of confidentiality imposed by law. For those agencies in the event that e-mail must be accessed, confidentiality shall be maintained.

Employees are expected to respect the privacy of messages sent to others using the County's e-mail systems. Therefore, no employee, except those authorized to do so, shall access, view, retrieve, listen to, record, tamper with, copy, change, print or delete another employee's information or communications without that employee's permission.

Limited, occasional or incidental use of the e-mail systems for personal purposes may be acceptable, if done in a professional and appropriate manner, not used on County work time, not violating prohibited activities contained in this policy and not interfering with the conduct of County business or the performance of the employee's duties. Should employees use the County e-mail systems for personal messages such messages will be treated as business messages. Employees should not use the e-mail systems for messages they wish to keep private, as the County may access these messages and they may become "public records" in accordance with the Public Records Act. Messages may be stored and are not necessarily deleted by pressing "delete".

PROHIBITED ACTIVITIES

It shall be a violation of this policy to use e-mail to violate any existing law, regulation, County policy, departmental or personnel rule. Other prohibited uses of the County e-mail systems include, but are not limited to:

1. Activity that could subject the County to civil or criminal liability.
2. Representing oneself as a spokesperson and/or making commitments on behalf of the County or a department without authorization.
3. Usage intended for personal or commercial financial gain (e.g., advertising), or participating in any gambling, gaming or wagering activities.
4. Any use of e-mail for the purpose of distributing materials, promoting causes or beliefs, or soliciting membership in, support for or donations to any organization, group or entity including, but not limited to, those of a commercial, political, charitable or ideological nature unless officially sanctioned by the County.
5. Utilization of e-mail to distribute offensive, abusive, threatening, pornographic, and sexually explicit or hate messages or images.
6. Use of e-mail to commit illegal, fraudulent or malicious activities.
7. Originating or intentionally propagating computer viruses and/or chain letters or petitions.
8. Disclosing confidential and/or personal information without appropriate authorization or sharing County e-mail accounts or passwords to access those accounts with others.
9. Personal usage that results in any charges or other costs to the County.
10. Subscribing to external mailing lists, notification services, or other e-mail services that are not reasonably related to the performance of assigned job duties.
11. Using animation, specialized graphics or colored backgrounds in e-mails.

ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS

Some of the messages sent, received, or stored on the County e-mail system will constitute confidential, privileged communications between the County and either its inside or outside attorneys. Upon receipt of a message either from or to counsel, do not forward its contents to others without counsel's authorization.

ANTI-HARASSMENT POLICIES APPLICABLE

The County's policies prohibiting sexual and other harassment are applicable to the use of the County's e-mail systems. As such, employees shall not prepare, solicit, or transmit messages and images that are obscene, pornographic or sexually oriented, or that contain offensive, harassing, derogatory or disparaging comments, jokes or slurs related to race, color, ethnicity, gender, age, sex, religion, disability or political affiliation.

COUNTYWIDE E-MAIL BROADCASTS

County e-mail shall not be used to announce, advertise, or otherwise promulgate any event, cause, organization, or activity that is not an official County of San Bernardino function or program. Any use of the e-mail system to promulgate a legitimate event countywide must be requested by the agency/department head and approved by the Chief Information Officer.

RESPONSIBILITIES

Except as otherwise specified, the Information Services Department (ISD) is charged with the overall responsibility of administering this policy. Department heads are responsible for ensuring that all policy requirements are fulfilled. ISD will not respond to requests for e-mail access without written approval from either the Department Head, the Appointing Authority or County Counsel.

DISCIPLINE

Violations of this policy may be considered as a basis for disciplinary action, up to and including termination.



**COUNTY OF SAN BERNARDINO  
POLICY MANUAL**

No. 14-03  
(supersedes 07-06)

ISSUE 4

PAGE 1 OF 1

By

EFFECTIVE 3/23/04

SUBJECT

USE OF COUNTY TELEPHONE SYSTEMS

APPROVED

*DENNIS HANSBERGER*

CHAIRMAN, BOARD OF SUPERVISORS

POLICY STATEMENT

It is the policy of the County of San Bernardino to make effective and productive use of electronic communications devices, including telephones, and to support the deployment and use of communications technology by departments. This policy shall apply to all full and part-time employees, volunteers, contractors, and other affiliated individuals who have been provided access to the County's telephone networks and telephone services procured by the County from telephone service providers.

POLICY AMPLIFICATION

1. Definitions

Telephones - include telephone instruments, cellular telephones, and other electronic communicating equipment owned, leased, or rented by the County.

2. Use of Telephones

Significant County resources have been committed and are expended to provide telephones for use by County employees and other personnel to conduct County business and to perform their jobs. Occasional personal use of telephones is allowed, but such usage shall not violate any existing law, regulation, County policy, departmental or personnel rule. Nor shall personal use interfere with the conduct of County business or interfere with the performance of an employee's duties. Department heads may elect to prohibit the use of County cellular phones for personal use in their Department. Any toll charges incurred from personal use shall be reimbursed to the County using appropriate departmental procedures.

3. Responsibilities

Except as otherwise specified, the Information Services Department (ISD) is charged with the overall responsibility of administering this policy. Department heads are responsible for ensuring that all Policy requirements are fulfilled.

4. Disciplinary Action

Violations of this policy may be considered as a basis for disciplinary action, up to and including termination.

**SPO/SPS - Employee Retirement Contribution Comparison**

<b>Item</b>	<b>Union Code</b>	<b>Average Hourly Rate</b>	<b>Average Age of Entry</b>	<b>General Employees Contribution Rate at 30 years of age Non-refundable</b>	<b>Safety Employees Contribution Rate at 30 years of age Non-Refundable</b>	<b>Difference</b>
<b>Employees Share of Retirement Contribution</b>	SPO/SPS	\$28.91	30	8.46%	11.61%	3.15%
	<b>Cost to Employee</b>			<b>\$5,087.23</b>	<b>\$6,981.42</b>	<b>\$1,894.18</b>
<b>Employees Share of Employers Retirement Contribution</b>	SPO/SPS	\$28.91			2.50%	2.50%
	<b>Cost to Employee</b>				<b>\$1,503.32</b>	<b>\$1,503.32</b>
<b>Total Cost to Employee</b>				<b>\$5,087.23</b>	<b>\$8,484.74</b>	<b>\$3,397.50</b>