

**Side Letter Agreement
Between
County of San Benito
and
San Benito County Institutions Association**
**MODIFICATION OF MEMORANDUM OF UNDERSTANDING (MOU), ARTICLE 8,
COMPENSATION)**

The County of San Benito ("County") and the San Benito County Institutions Association ("IA") met and conferred in good faith regarding their mutual desire to 1) retain employees by enhancing the existing Longevity and Rentenion Incentives contained in the MOU approved by the Board of Supervisors on October 26, 2021, and 2) provide clarity regarding Special Compensation Provisions. Having met and conferred in good faith the parties wish to memorialize their agreement and modify MOU Article 8 as follows:

ARTICLE 8. COMPENSATION

8.1 GENERAL SALARY INCREASES

A. Salary Increases:

1. Effective the first full pay period following MOU ratification by the Association and approval by the Board of Supervisors all salary ranges and steps will be increased by Three percent (3.0%)
2. Effective the first full pay period ~~in September 2022~~ after October 1, 2022 all salary ranges and steps will be increased by Three percent (3.0%)

B. ~~Hazard Premium Pay~~ One-Time COVID-19 Lump Sum

- ~~1. A \$1500 Hazard Premium Payment will be paid to each unit member in the first pay period following MOU ratification and Board of Supervisor approval.~~
- ~~2. A \$1500 hazard Premium Payment will be paid to each unit member in the pay period beginning July 10, 2022 and ending on July 23, 2022. The Payment will be paid on July 29, 2022.~~
- ~~3. Only those employees in paid status during the period in which the payment is processed are eligible for the Hazard Premium Pay. The Hazard Premium Payment is subject to any required state or federal taxes.~~
- ~~4. Hazard Premium Pay will be pro-rated based upon hours worked for all eligible part-time employees.~~

1. A one-time COVID-19 Related Lump sum payment of \$1,500.00 shall be paid as follows: The one time COVID-19 Related Lump Sum payment will be paid to each unit member in the first pay period following MOU ratification and Board of Supervisor approval. Part-time employees shall receive the pro-rata share of the lump sum. All amounts are subject to required state and federal taxes. This one-time lump sum shall not be pensionable compensation.

2. \$1,500.00 effective the first full pay period in October 2022. The one-time lump sum will be paid in the payroll check that includes the first full pay period in October 2022, for employees still employed (in paid status) by the County at the time of payment subject to the following conditions. Employees who leave before or in the middle of the pay period that the one-time lump sum is processed and paid shall not receive the one-time lump sum. An employee who changes status from one bargaining unit to another during the pay period that the lump sum is processed and paid shall only be entitled to one lump sum payment. Part-time employees shall receive the pro-rata share of the one-time lump sum. All one-time lump sum amounts are subject to required state and federal taxes. This one-time lump sum shall not be pensionable compensation.

8.2 OUT-OF-CLASSIFICATION PAY

Employees assigned by the Department Head or his/her designee, in writing, to perform substantially all of the duties of a higher level classification, or in limited circumstances with written approval by the CAO two employees assigned to split substantially all of the duties of the higher level classification, shall receive an additional five (5%) percent of base pay effective on the first day of the pay period after they have worked at least fourteen (14) days out-of-class. Payment shall be made for that period of time that the employee actually is assigned and working out of classification, commencing with the first day of the pay period after they have worked at least fourteen (14) consecutive working days. If it is necessary to order out-of classification work orally, the assignment shall be confirmed in writing within two (2) days.

8.3 STAND-BY PAY:

Standby compensation shall provide for payment of forty dollars (\$40.00) for each weekday of standby (5:00 pm to 8:00 am) and sixty dollars (\$60.00) for each weekend day and holiday of standby (24 hours). Employees assigned standby for a portion of a standby shift shall be compensated.

When assigned to standby duty by the department head or designee, employees must be responsive and reachable by phone and must report to the call within one hour from initial phone contact. In addition, the employee must refrain from activities that might impair his or her ability to perform his or her assigned duties if called in for duty.

8.4 BILINGUAL PAY:

Bilingual employees (Spanish) shall receive One Hundred Twenty-Five Dollars (\$125.00) per month. This payment shall be made to individuals who have taken and passed a proficiency test and who are utilized by the department for more difficult interpreter work, translator work, testifying in court, etc. It is understood that, relative to incidental bilingual contacts, per

previous past practice, Unit employees will endeavor to communicate with non-English speaking persons to the best of their ability without additional compensation.

8.5 TRAINING OFFICER PAY

Employees in the position classifications of Correctional Officers and Juvenile Institution Officers shall receive training officer pay as follows:

- 8.5.1 Except in cases of emergency, only one (1) trainee shall be assigned to a Correctional Training Officer, or Juvenile Hall Training Officer.
- 8.5.2 Training Officer Compensation shall be twelve dollars (\$12.00) per twelve (12) hour shift (pro-rated for alternative shift schedules), while assigned to a trainee.

8.6 STC SUPERVISORY CERTIFICATE PAY

As long as the Department requires completion of the Supervisory Certificate from STC, upon completion and receipt of the STC certificate, an employee who is in a supervisory classification will be eligible to receive an additional 2.5% base pay.

8.7 G STEP

~~Employees will be eligible to move from Steps A through G. Following the effective date of this agreement, employees who are not already at Step G are eligible to move to Step G after completing twelve (12) months at F step. This provision is not retroactive.~~

Employees will be eligible to move from Steps A through G. Employees are eligible for Step G after completing twelve (12) months at Step F.

8.8 LONGEVITY

- 1 Effective the first day of the pay period following the completion of the ~~15th~~ 10th year of service, two and one-half (2.5%) percent added to base salary. Employees with continuous full time service to San Benito County are eligible for this differential.
- 2 Effective the first pay period following the completion of the ~~20th~~ 15th year of service, an additional 2.5% will be added to base salary for a total of five (5%) percent added to base salary. Employees with continuous full time service to San Benito County are eligible for this differential.
- 3 Effective the first pay period following the completion of the ~~25th~~ 20th year of service, an additional 2.5% will be added to base salary for a total of seven and one-half (7.5%) percent added to base salary. Employees with continuous full-time service to San Benito County are eligible for this differential.

8.9 PAYROLL/PERSONNEL TRANSACTIONS

Unless otherwise stated in this MOU, all new payroll/personnel transactions that affect compensation and benefit payments, including but not limited to step increases, promotions, demotions, and transfers will be effective on the first day of the pay period following the effective date of the relevant transaction.

8.10 HOLIDAY PAY

Employees in the position classifications of Juvenile Institution Officers, and Correctional Officers not receiving holidays off will be entitled to "Holiday in Lieu" Pay at the rate of five percent (5%) of base pay. Employees in these classifications who receive holidays off are not entitled to "Holiday in Lieu" Pay.

8.11 REPORTING TIME

Employees who work in the positions of Correctional Officer I, II, and III and Juvenile Institution Officer I, II and III are subject to varying staffing levels dependent on inmate populations. Employees who work in these positions will be eligible for "Reporting Time." Reporting time will be paid if an employee is scheduled to work in advance and no work is available when the employee reports for work. Reporting time will be compensated for the actual hours worked, or two (2) hours paid time, whichever is greater.

8.12 CORRECTIONAL OFFICER DIFFERENTIAL

A permanent Correctional Officer II, when assigned, at the discretion of the Department, to duties of the watch commander on a temporary basis shall receive a 5.0% differential on base wage for actual hours worked in this capacity.

8.13 CLASS B DRIVER'S LICENSE DIFFERENTIAL

A valid California Class B Driver's License (Class B) will be required of all Correctional Officers when assigned by the Department to serve in the Transportation Unit. Correctional Officers holding a Class B shall receive a 2.5% differential on base wage for all hours worked while assigned to the Transportation Unit. In the event that an Officer does not possess a Class B upon initial assignment to the Transportation Unit, the Department will provide support and funding for the Officer to obtain a Class B. Officers who are unable to obtain a Class B will not be assigned to the Transportation Unit.

8.14 SPECIAL ASSIGNMENT/COMPENSATION PAY

In the event that an employee is assigned under the specific provisions described in Personnel Rule 6.7.6.5 of the County of San Benito Personnel Policies and Procedures, Special Compensation in conformance with the California Code of Regulations 571 may be reported to CalPERS as compensation earnable or pensionable compensation.

The terms described herein constitute the complete and entire agreement between the parties.

**County of San Benito
Board Chairperson**

Dated

San Benito County Institutions Association



Dated

11/18/21

**County of San Benito
County Counsel**



Reed Gallogly, Deputy County
Counsel

11-17-2021

Dated

San Benito County Institutions Association

Dated