

## Side Letter Agreement

### SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721 PROFESSIONAL UNIT

San Bernardino County ("County") and the Service Employees International Union, Local 721 ("SEIU"), herein referred to collectively as the "Parties" have met and conferred and reached an agreement on modification to the September 21, 2024 through August 31, 2028 Memorandum of Understanding ("MOU") between the County and SEIU.

Effective the first day of the pay period following Board of Supervisors approval, the Parties agree to modify the following articles in the MOU as applicable only to the Behavioral Health Physician I, II, III, and Child Psychiatrist classifications. (On June 10, 2025, a technical title change was approved to change the classification titles of Psychiatrist I, II, and III to Behavioral Health Physician I, II, and III. All references in the MOU to Psychiatrist I, II, and III shall hereinafter be referred to, respectively, as Behavioral Health Physician I, II, and III.)

## DIFFERENTIALS

### Section 7 – Board Certified Differential for Behavioral Health Physician and Child Psychiatrist

The County established a differential for Behavioral Health Physician I, II, III, and Child Psychiatrist who are certified as a Diplomate by the American Board of Psychiatry and Neurology. Behavioral Health Physician I, II, III, and Child Psychiatrist in the Unit who are certified as a Psychiatry Diplomate by the American Board of Psychiatry and Neurology shall receive a five percent (5.00%) differential above the employee's base rate of pay. The differential shall be paid for all hours actually worked up to eighty (80) hours per pay period.

The County shall also establish a differential for employees in the classifications of Behavioral Health Physician I, II, III, and Child Psychiatrist who are licensed by the Medical Board of California or the Osteopathic Medical Board of California who are certified for Addiction Medicine by the American Board of Preventive Medicine. Behavioral Health Physician I, II, and III, and Child Psychiatrist who are certified by the American Board of Preventive Medicine shall receive a five percent (5.00%) differential above the employee's base rate of pay. The differential shall be paid for all hours actually worked up to eighty (80) hours per pay period.

Should a Behavioral Health Physician I, II, III, or Child Psychiatrist hold certification with both the American Board of Psychiatrist and Neurology and the American Board of Preventive Medicine, the employee shall only receive a maximum differential of five percent (5.00%) and may not combine the differentials.

## LEAVE PROVISIONS

### Section 14 – Behavioral Health Physician and Child Psychiatrist Education and Training Leave

Effective the first day of the pay period following approval of the Side Letter Agreement, each regular employee in the classification of Behavioral Health Physician I, II, III, and Child Psychiatrist in paid status shall be credited with Education and Training Leave prorated on a monthly basis, based upon the annual rate of forty (40) hours per calendar year (i.e., 3.33 hours per month or any portion

thereof).

Effective pay period 1 of each year thereafter, each regular employee in the classifications of Behavioral Health Physician I, II, III, and Child Psychiatrist in paid status shall be credited with a bank of forty (40) hours of Education and Training Leave with pay to attend (e.g. online, in person, etc.) Medical Board of California and/or Osteopathic Medical Board of California approved continuing medical education courses, seminars, training programs, conferences, workshops, or classes, including those necessary to obtain and/or maintain licensure or certifications. Employees who are not in paid status (i.e., not coding paid hours) who later return to paid status during that calendar year or employees hired after pay period 1 shall receive a prorated Education and Training Leave bank at the time of appointment based upon the annual rate of forty (40) hours per calendar year.

Education and Training Leave shall be prorated for employees regularly scheduled to work less than eighty (80) hours per pay period. For example, an employee who is regularly scheduled for sixty (60) hours per pay period would be eligible for thirty (30) hours of Education and Training Leave.

Written requests for such leave must be submitted and approved in advance before the leave is to be taken at least ninety (90) calendar days prior training. Employees shall provide verification of available Education and Training Leave hours when requests are submitted for approval. Such leave bank shall be reflected on the employee's pay stub. Requests that do not meet the timeframe above may be considered on a case-by-case basis at the sole discretion of the Appointing Authority. Use of Education and Training Leave shall not be counted as time worked for overtime purposes.

Education and Training Leave hours must be used by the end of the calendar year. If any Education and Training Leave hour(s) remain at the end of pay period 26 (or 27 when applicable), Education and Training Leave hours shall not carry over into the next calendar year, nor be permitted for cash out.

An employee who is required or mandated to attend a specific class or training, by the Appointing Authority, or designee, shall not have the time spent attending such class or training counted against this Education and Training Leave. The County will pay the cost of the mandated class/training. Employees attending mandated class/training shall be paid at the base hourly rate, and this time shall be counted as time worked.

## TUITION REIMBURSEMENT AND MEMBERSHIP DUES

### **Behavioral Health Physician and Child Psychiatrist**

This section shall set forth the terms of Tuition Reimbursement and Membership Dues for the Behavioral Health Physician I, II, III, and Child Psychiatrist classifications. Employees in the classifications of Behavioral Health Physician I, II, III, and Child Psychiatrist shall not receive any other benefits under the Tuition Reimbursement and Membership Dues article of the MOU.

The County agrees to establish an individual departmental fund in the amount of three thousand dollars (\$3,000.00) each fiscal year for each employee in a Behavioral Health Physician I, II, III, and Child Psychiatrist classification. Tuition Reimbursement and Membership Dues shall be prorated for employees regularly scheduled to work less than eighty (80) hours per pay period. For example, an employee who is regularly scheduled for sixty (60) hours per pay period would be eligible for thirty (30) hours of Education and Training Leave. Tuition Reimbursement and Membership Dues will be

reimbursed to 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. These funds, in addition to the above listed criteria for reimbursement, will also be available to be used for travel expenses (e.g. mileage, hotel, airfare, etc.). Costs in excess of the \$3,000.00 shall be the sole responsibility of the employee; the County shall not reimburse any costs other than the \$3,000.00 for each employee each fiscal year.

Employees shall submit a verification of attendance within five (5) business days of the conference and/or training end date. Reimbursement shall be submitted within fifteen (15) calendar days of attending the training, conference, etc.


Reimbursement requests shall not be paid in increments of 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.

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.

The remainder of the MOU between the Parties shall not be affected hereby and shall remain in full force and effect.

Date Agreed: \_\_\_\_\_

San Bernardino County

DocuSigned by:  
  
5803820A5CDE4EC...

Leonardo Gonzalez  
Human Resources Director

Service Employees International Union,  
Local 721

Signed by:  
  
BEFBA1AAA22943A...

Ernesto Guerrero