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**Tentative Agreement**  
**San Bernardino City Unified School District (District)**  
**and**  
**San Bernardino Schools Police Officers Association (SBSPOA)**  
**Re-opener 2023-2024**  
October 27, 2023

**ARTICLE VI – WAGES**

**Section 1--Regular Rate of Pay.**

The regular rate of pay for each position in the bargaining units shall be as set forth for each class in the salary schedule attached as Appendix "A" and, by this reference, incorporated as a part of this Agreement. Regular rate of pay shall also include longevity increments as set forth in Section 2.

Effective July 1, 2023, Appendix A shall be increased by 6%.

**Section 5--Bilingual Differential.**

A full-time unit member who is responsible for conversing with people in a language other than English and performs this duty on a regular basis, and whose use of this language is of significant benefit to the operations of the District, shall receive a differential, the differential shall be one hundred \$125.00 per month. The differential is subject to the following conditions:

- A. This differential shall not be used in situations when only occasional use of Bilingual skills is required.
- B. To be eligible for Bilingual differential, a unit member must pass a language test and be designated for such assignment by the District. The District has the right to require periodic testing for unit members to retain their designation as Bilingual.
- C. Bilingual differential shall not be paid to unit members whose job qualifications require Bilingual skills as a condition of employment.
- D. The Bilingual designation for any unit member may be terminated at any time by the District, at which time the differential shall no longer be paid. Unit members affected by such a termination will be provided a written notification of such termination including the reason for such action.
- E. The Bilingual wage differential shall be prorated for regular part-time unit members.
- F. Unit members may petition to have their position reviewed by the District for payment of a bilingual differential. The petition must be supported by documentation over a period of not less than six (6) months showing the use of bilingual skills on a regular basis to benefit the District's operations.
- G. The District retains the sole right to determine the number and placement of positions to be paid the Bilingual differential.

**Section 6- Night Differential Pay.**

POA members who have a regularly scheduled shift start time of 6 p.m. or later shall receive a shift differential of three percent (4%) for their entire shift in addition to their regular salary.

**Section 7--Field Training Officer Stipend.**

A. A unit member certified as a Field Training Officer, who is assigned a trainee, will receive a stipend of \$5.00 per hour.

**Section 11--Physical Fitness Incentive.**

Unit members who biannually pass the District approved Physical Fitness program shall receive an annual incentive of \$1000.00. Upon the passing of each test, the unit member shall receive \$500.00. Unit members may receive this incentive once from the January 1-June 30 period. The second incentive may be received once from the July 1 to December 31st test period. The unit member shall only collect one (1) incentive once per testing period. A thirty (30) day advanced notice will be provided prior to testing. The District will offer the Physical fitness test on a quarterly basis. If a unit member does not pass the test, no incentive will be issued.

**ARTICLE VII – BENEFITS**

**Section 1--Insurance Benefits.**

The District shall make available group health, vision, life, and dental insurance benefits. Employees are required to sign-up for such benefits within thirty (30) days of the date of hire. After initial enrollment any change in life status, i.e. marriage, birth, adoption of a child, spouse begins or ends employment, or any change in family status defined by the Internal Revenue Code, must be made within thirty (30) days of the occurrence. For the purpose of this Section thirty (30) days is defined as calendar days.

**Section 8--Officer Fatality Benefit**

- A. The District shall pay up to \$10,000 for funeral expenses for an Officer killed in the line of duty.
- B. The District shall pay reasonable expenses for surviving spouses and children or up to three (parents, brothers, sister) national and one state Peace Officer Memorial Ceremony. Expenses shall be limited to airfare (coach) and up to two nights' hotel accommodation.
- C. The Police Honor Guard will be allowed to attend the national and state Peace Officer Memorial Ceremonies honoring our fallen Officer on paid District time when a San Bernardino Unified School District Police Officer who died in the line of duty has his/her name inscribed.

**ARTICLE X – HOURS**

**Section 1--Workday/Workweek.**

The District has the right to extend the regular workday, as it deems necessary to carry out the District's business. The District has the right to establish the regular daily work hours for unit members. Any change in a unit member's regular daily work schedule shall be based on the business needs of the District and shall not be arbitrary or capricious. In the event of pre-

approved vacation, reporting time, comp time, furlough days, or other pre-scheduled event, the District shall notify the Unit member of the need for change no later than five (5) days of the affected Unit member's working days, prior to the necessary change.

**ARTICLE XIV-- LEAVES**

**Section 17--Vacation.**

<u>Years of Service</u>	<u>Hours/Days of Vacation</u>	<u>Monthly Accrual</u>
1 through 2	80/10	.83
3 through 4	96/12	1.00
5 through 11	120/15	1.23
12 through 17	136/17	1.42
18	144/18	1.50
19	152/19	1.58
20	160/20	1.67
22	176/22	1.83
25	200/25	2.08

B. Full-time unit members shall be allowed to carry over up to a total of fifteen (15) vacation days into the next fiscal year

It is agreed and understood that this agreement is subject to all approvals required by SBSPOA Policy and by the San Bernardino City Unified School District Board of Education.

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This agreement will be effective July 1, 2023.

For the District:



Marcus Funchess, Ed. D  
Assistant Superintendent  
Human Resources



Luis Chavez-Andere  
Employee Relations, Director



Alexis Jenks  
Human Resources Classified, Director

For SBSPOA:



Daniel Martinez  
SBSPOA President



Tiffany Moran  
Labor Relations Representative