

***MEMORANDUM  
OF  
UNDERSTANDING  
Between  
County of Monterey  
And  
SERVICE EMPLOYEES  
INTERNATIONAL  
UNION (SEIU)  
LOCAL 521  
Social Services Unit K  
July 1, 2013 through June 30, 2016***



County of Monterey

The following resources for answers to employment related questions are available at <http://www.co.monterey.ca.us/personnel>:

- Personnel Policies And Practices Resolution No. 98-394 (PPPR)
- Administrative Procedures
- Salary Schedule
- Benefits Summary Sheets
- Current Memorandum of Understanding (MOU) and Side letters
- Health Insurance Links
- Monterey County Human Resources Division, 168 W. Alisal St., 3<sup>rd</sup> fl., Salinas, CA 93901
- Monterey County Job Hotline (831) 755-5126 or (831) 647-7726

Additional Union related information is available at <http://www.seiu521.org>.

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## **PREAMBLE**

This Memorandum of Understanding is entered into by and between the County of Monterey (herein after called the "County"), and the Monterey County Social Services Union, Local 521, Service Employees International Union (Unit K), CTW-CLC, (herein after called the "Union") and shall become effective as of the date approved by the County Board of Supervisors. This Memorandum of Understanding incorporates by this reference all appendices attached.

## **ARTICLE 1 RECOGNITION**

### **1.1 Recognition**

The County recognizes the Union as the sole and exclusive bargaining agent for all permanent and seasonal employees in classifications in the K unit.

### **1.2 Monterey County Values**

- We are committed to assuring honesty and integrity in all County actions.
- We are committed to providing top quality customer service.
- We are committed to practicing continuing innovation.
- We are committed to treating our fellow employees, customers and residents with respect and courtesy at all times.

This section shall not be subject to the Grievance procedure nor shall the section, or the Monterey County Values statement, be relied on or used in any disciplinary matter.

### **1.3 Dignity Clause**

The County is committed to providing a workplace where all persons employed by the County of Monterey, regardless of their classification or pay status is treated in a manner that maintains generally accepted standards of human dignity and courtesy. Employees alleging that they have not been treated accordingly may process a complaint to the department head or designee.

## **ARTICLE 2 TERM**

The term of this Memorandum of Understanding shall be from July 1, 2013 to June 30, 2016, when said Memorandum of Understanding shall expire and be of no further force or effect.

## **ARTICLE 3 NO DISCRIMINATION**

### **3.1 Employment**

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination because of race, color, ethnic group, national origin (including language use restrictions), ancestry, religious creed, sex (includes gender and pregnancy), disability (physical and mental, including HIV and AIDS), sexual orientation, age (40 and over), veteran's status, medical condition (cancer or genetic characteristics) or Union membership.

### **3.2 Union Affiliation**

Employees may elect to exercise their right to join and participate in the activities of the union for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion, intimidation or

interference with any employee with respect to or because of the employee's membership in said union.

### **3.3 Equal Opportunity**

The Union and the County agree to support the Equal Opportunity Program established by the County and there shall be no discrimination within their respective organizations because of race, color, ethnic group, national origin, ancestry, religious creed, gender, marital status, veteran status, age, sexual orientation, pregnancy, disability or political beliefs and/or affiliation.

The County agrees that it shall not limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any person of employment opportunity or otherwise adversely affect that person's status as an employee because of such person's race, color, ethnic group, national origin, religion, gender, sexual orientation, marital status, age, disability, medical condition (cancer related), or veteran status.

Any party alleging a violation of this Article shall have the burden of proving the existence of a discriminatory act(s) and/or proving that, but for such act(s) the alleged injury or damage to the grievant would not have occurred.

Complaints based on race, color, ethnic group, national origin, ancestry, religious creed, gender, marital status, sexual orientation, pregnancy, or disability shall be processed through the County's Discrimination Complaint Ordinance, and shall not be subject to the grievance or arbitration provisions of this Agreement. Such complaints shall be processed utilizing the discrimination complaint procedure adopted by the Board of Supervisors. Discrimination complaints based on Union membership and/or activity shall continue to be subject to the grievance procedure and arbitration.

## **ARTICLE 4 UNION SECURITY**

### **4.1 Relationship Affirmation**

The Union recognizes its obligation to cooperate with the County to assure maximum service of the highest quality and efficiency to the residents of Monterey County, consonant with its obligation to the workers it represents. The County and the Union affirm the principle of harmonious labor-management relations are to be promoted and furthered. The County and the Union agree that each employee shall be treated fairly, and with dignity and respect.

### **4.2 Dues Deduction**

**A.** Bargaining units' employees hired after January 1, 1988 shall, as a condition of employment, pay a Service Fee or authorize a Membership Dues Deduction or a Charity Fee, as a union member.

*1. Service Fee:* All bargaining units' employees shall, as a condition of employment, pay a service fee equal to the percentage of the regular dues that is used for legally permissible representation costs. The County will deduct service fees from wages beginning the first pay period of each month.

*2. Membership Dues Deduction:* Any bargaining unit employee may elect to authorize union membership dues deduction. The County will deduct union membership dues from wages beginning the first pay period of each month, following receipt of such authorization by the Auditor-Controller's Office.

3. Charity Fee: If an employee qualifies, a charity fee equal to the service fee will be deducted and paid to a tax-exempt charitable organization that has been agreed to.

To qualify for the designated charity fee deduction, an employee must certify to the union that he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations.

Such exempt unit employees will be required to submit to the Union a notarized letter certifying that person's membership in such a religion, body or sect, signed by an official of the bona fide religion, body or sect.

#### **B. Promotion**

Upon promotion into a classification represented by the Union, the employee shall have his/her deductions continue.

**C.** The County shall not be responsible for deduction of dues in cases of:

- Termination of employment
- Removal from covered employment on a temporary or permanent basis
- Layoff
- Leave of absence without pay
- Receipt of insufficient wages during the dues collection period (Example: If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this section.)

**D.** Union membership may only be changed by unit employees in the last year before the end of the existing MOU during the period of the last five working days in December. Notification to the union must be by U.S. mail or hand delivered to the Union office at 334 Monterey Street, Salinas, California and be received within the days listed above. Notification shall utilize the payroll deduction authorization form.

**E.** The Union will forward to the Auditor/Controller's office, a copy of any payroll deduction authorization forms in a timely manner. The Auditor/Controller's office shall forward to the Union any such authorization forms received on their end so both parties can accurately assess the employee's deduction selection.

**F.** The Union dues or fees will be deducted the first pay period of each month and will be remitted to the Union, along with a list of the employee numbers and names within 5 (five) work days of pay day. This deduction report shall be submitted in an electronic format for importing and posting purposes.

**G.** A comprehensive list of all employees covered by this MOU will be submitted by the County to the Union each month with the following information: Full Name, Home Address, Home Phone, Employee Number, Bargaining Unit, Job Classification, Department, Work Location, Work Phone, Hourly Rate or Salary, and Date of Hire. This list should be sent in an electronic format that both the Union and Employer agree upon.

#### **H. Forfeiture of Deductions**

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required, by this Section, no such deduction shall be made for that period.

**I.** Union agrees to provide County with updated dues structure at least one month prior to the effective date of the change. Questions regarding Dues Deduction should be directed to SEIU Local 521 staff.

**J.** The Union shall, within ninety (90) days after the end of each fiscal year, make available to the County financial documentation, which shall meet the requirements of Government Code Section 3502.2.

**K.** The Union shall notify the County within 30 days of the name of any employee who has been designated as a religious objector and is exempt from payroll deduction for dues or agency fees.

**L. Indemnification**

The Union agrees to defend, indemnify and hold harmless the County and its officers, employees and agents against all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County under this article. It is mutually understood by the parties that the County shall retain the right to select its own attorneys and to consult with same in the event the parties jointly declare or a court determines that a conflict of interest exists with respect to representation of the County by the Union's attorneys.

The Union acknowledges that it has and will continue to comply with all applicable requirements, regulations and provisions of law pertaining to deduction of dues and agency fees. It is agreed that the County assumes no obligation other than that specified herein, whether financial or otherwise, from these provisions.

**M. Enforcement/Severability**

In the event that the service fee provisions are declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree to reopen this article of this agreement for the purposes of implementing Modified Agency Shop provisions.

**N. Petition, Election and Challenge**

If a petition is filed with the County which requires an election rescinding agency shop and such petition contains signatures, collected within a forty-five (45) day period, of at least thirty percent (30%) of the employees covered by the provisions of this Article in the Bargaining Unit, an election will be held. Such election may be held only once during the term of this Agreement. The election shall be conducted by State Mediation and Conciliation Service. Voting election shall be by secret ballot and a majority vote of all employees in the Bargaining Unit covered by the provisions of this Article shall be required to rescind agency shop.

**O. Financial Documentation**

The Union must present annually, a demonstration of the legally permissible costs that may be charged as a service fee to a nonmember.

The County agrees to provide the union the name, department, class, and payroll deduction status of all unit employees on a monthly basis.

#### **4.4 Union Notices and Activities**

##### **A. Union Orientation**

The County shall allow union representative(s) fifteen (15) minutes of the agenda during the departmental and County-wide New Employee Orientation to provide information regarding the benefits and obligations of union membership. The union representative(s) shall not malign the County, its employees or officials. Current County employees transferring into a classification represented by this union shall be authorized to attend either the departmental or County-wide New Employee Orientation.

The County shall provide the union with a list of all SEIU 521 represented new hires attending the county-wide scheduled New Employee Orientation.

##### **B. Bulletin Boards**

The County will furnish for the use of the Union, reasonable bulletin board space at reasonable locations. Such bulletin board space shall be used only for the following subjects:

- Union recreational, social, and related news bulletins/newsletters and/or newspapers;
- Scheduled Union meetings
- Information concerning Union elections or the results thereof;
- Reports of official business of the Union including reports of committees or the Executive Board.

All material shall clearly state that it is prepared and authorized by the Union. Any bulletin board kept in a public space shall be kept neat and orderly.

Union agrees that notices posted on County bulletin boards shall not contain anything, which may reasonably be construed as maligning the County or its representatives.

##### **C. Visits by Union Representatives**

Any Representative of the Union shall give notice to the Department Head or her/his designated representative when entering department facilities. The Representative shall be allowed reasonable contact with workers on County facilities provided such contact does not interfere with the workers' work. Solicitation for membership or other internal worker organizing business shall not be conducted during work time. For this purpose, lunch breaks and rest periods are not work time. Pre-arrangement for routine contact may be made on an annual basis.

###### **i. Accommodation of Scheduling Requests**

Supervisors will consider the requests of Unit employees before making scheduled work assignments. Where operationally possible, the requests of Unit employees will be accommodated. Overall needs of the unit, requirements of the job, and ability to perform the job will also be considered.

Hospital management will communicate successful methods of accommodating scheduling requests.

###### **ii. Operational Union Access Procedures for NMC**

Upon entry to NMC facilities, the Representative shall contact Human Resources person or their designee by regular phone or in-house phone, to report their presence, with a follow-up call or drop-in upon exiting. For the delivery of materials (i.e. ballots, informational flyers, etc.) that do not require more than cursory contact with members, the Representative will call the Human Resources Department upon entry to or exit from the facility.



#### **D. Facilities**

County buildings and other facilities shall be made available for use by the Union or its Representatives in accordance with administrative procedures governing such use.

#### **E. Use of County Email System for Union Business**

The County Email system may be used for Union Business in the following way:

- To send communications to the Administrative Office, Department Heads or other management personnel.
- To send communications to the Officers of the Union and Shop Stewards.
- To send communications to the members notifying them of union meetings.
- To send communications to the members regarding updates of statewide issues which may have impacts on their work such as: legislative changes, upcoming legislation, programmatic materials, research documents or articles addressing innovative changes in the field, state budget updates. NOTE: Any communication deemed by the County to be political in nature is prohibited by state law and the government code. (California Constitution Article 16, Section 6 and California Government Code 8314.)

The following restrictions apply to use of the County Email system for Union Business:

- No broadcasting of messages as defined in the County Appropriate Use Policy.
- No confidential or individual specific information may be communicated, such as information regarding a disciplinary action, etc.
- Messages may not malign the County, its employees or officials.
- Messages may not be used to coordinate job actions.

Violation of the County's Email Policy could result in the permanent revocation of this privilege.

#### **4.5 Union Unpaid Leave of Absence**

The County may grant time off to employees for official union business so long as the number of employees absent for union business does not impose an unreasonable burden on the County and the County receives reasonable notice. Only one employee at a time may be granted leave per department (DSS, Health Department and NMC).

In no case shall cumulative union leave exceed two consecutive pay periods per calendar year. In order to maintain medical benefits, one day of vacation or comp. time must be used by the worker if she/he is planning to use the two full consecutive pay periods. Employees will continue to accrue seniority, service credit and benefits during the time of the absence at the expense of the County. The impact of any union leave on the operations of the County must be considered.

The County and Union will work together to insure reasonable notice and to minimize impact on service delivery associated with this provision.

## **ARTICLE 5      OFFICIAL REPRESENTATIVES AND STEWARDS**

### **5.1      Representation**

The Union may select up to four (4) persons to act as Official Representatives. The Union will give to each Department Head the names of persons so selected.

Official Representatives shall represent the Union in jointly scheduled meetings with management to address common concerns without loss of pay and any meet and confer issues.

### **5.2      Stewards**

**A.** The Union may select up to twelve (12) Stewards plus a Chief Shop Steward for represented employees. Union will give to each Department Head a list of employees from her/his department who has been selected as Stewards. Only employees named on the current list will be recognized by the County as Stewards. New employees serving their initial probationary period may not be Stewards.

**B.** Stewards and Official Representatives will be responsible for the full and prompt performance of their workload.

**C.** Stewards shall receive no overtime for time spent performing a function of a Steward.

**D.** Stewards shall not conduct union business on county time, except as specifically authorized by this Memorandum of Understanding.

**E.** Stewards shall be authorized a reasonable amount of time off without loss of pay to investigate and prepare grievances and disciplinary appeals of employees subject to the restrictions in 'J' below.

**F.** Stewards shall have the right to serve as a representative for employees in grievance and appeal matters in accordance with the grievance and disciplinary appeals provisions of the Agreement. One Steward shall be permitted to attend formal meetings scheduled as part of the grievance procedure without loss of pay.

**G.** Before performing grievance and disciplinary appeal work, the Steward will obtain the permission of her/his supervisor and shall report back to her/his supervisor when the grievance or disciplinary work is completed.

**H.** After receiving approval of her/his immediate supervisor, a Steward shall be allowed reasonable time off during working hours, without loss of time or pay, to investigate, prepare and present such grievances and appeals. The immediate supervisor will authorize the Steward to leave her/his work whenever the supervisor determines that the Steward's absence will not interfere with the work of the unit. Where immediate approval is not granted, the supervisor shall inform the Steward when s/he can reasonably be expected to be released from her/his work assignment. However, in such cases the County will make every reasonable effort to grant access within the next working day.

**I.** When a Steward desires to contact an employee either the Steward or the employee shall first contact the immediate supervisor of that employee, advise of the need for a grievance/disciplinary action meeting, and obtain release by the supervisor to meet with the employee. When, in the best judgment of the supervisor, the investigation would interfere with the work of the unit, the supervisor will notify the Steward when s/he can reasonably expect to

contact the employee. However, in such cases the County will make every reasonable effort to grant access within the next working day.

**J.** Stewards when representing employees against whom disciplinary action is pending subject to the following restrictions:

1. The Steward agrees that the issues which gave rise to the proposed disciplinary action are confidential in nature and will not be discussed with other employees, representatives of the news media or others who do not have a direct need to know the details of the proposed discipline. This restriction shall not preclude surveying or otherwise contacting other employees for the purpose of determining the existence of circumstances or issues similar to those in the proposed discipline among other unit members as long as the name of the individual involved and the specific details of her/his proposed disciplinary action is not discussed. The County may refuse to recognize or to deal with a Steward who violates this confidentiality.

2. At the request of the County, the Union will make a reasonable effort to use Stewards who are also employees of the same department and/or a Union staff representative.

## **ARTICLE 6 JOINT LABOR/MANAGEMENT COMMITTEE**

### *Section 1*

It is the intention of the parties to establish a County-wide Joint Labor-Management committee to provide a forum for labor and management to jointly discuss issues of concern to the employees in the Unit K.

### *Section 2*

The Joint Labor/Management Committee shall consist of four (4) Management representatives and four (4) employee representatives, one from each bargaining unit; one elected official from SEIU 521 and one SEIU 521 staff member as designated by the Union. The Management representatives will be designated by the County Administrative Officer.

### *Section 3*

During the term of this MOU, the Joint Labor/Management Committee shall meet up to six (6) times annually, upon written request of either party, or more often by mutual agreement, during working hours to discuss issues which may include, but are not limited to career training, educational/promotional opportunities, class specifications, training and employee development, and productivity enhancements with monetary incentives. The Committee may also make advisory recommendations to the County Administrative Officer, or his/her designated representative, for consideration.

## **ARTICLE 7 SAFETY**

This section and its subsections are not subject to the grievance procedure.

### **7.1 Rules and Regulations**

The County recognizes its obligation and is committed to providing a safe place of employment for its employees. To assist in accomplishing this goal, it is agreed that the County reserves the right to adopt reasonable departmental rules and regulations, which become effective when posted.

The Union agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe places, equipment, practices and conditions and to report any such unsafe practices or conditions to their immediate supervisor.

Stewards shall have reasonable access to work locations of unit employees within their own department to inspect that site for the purpose of ensuring a safe work place. Such access shall be administered in accordance with the Visits by Union Representatives provision of this MOU.

### **7.2 Countywide Health and Safety Committee**

The County and the Union shall participate in a countywide Health and Safety Committee which shall meet on a bimonthly basis to review County safety records, policies and programs, and make recommendations for the resolution of health and safety issues brought before it by either the County or the Union. Each party shall furnish the other the agenda items they wish to discuss one (1) week prior to any scheduled meeting. The County shall release four (4) Union Representatives, selected by SEIU Local 521, to attend this meeting. In the event a member from NMC or the Health Department is chosen to be on the County Safety Committee that individual would need to be from the NMC Safety or Health Department Safety Committee.

### **7.3 NMC Safety Committee**

A NMC Safety Committee shall be formed which shall consist of an equal number of bargaining unit and management representatives and shall have members from the following departments: Nursing, Engineering, Housekeeping, Infection Control, NMC Clinics, Cardiopulmonary, Laboratory, Radiology and Administration. In addition to these core departments, all departments shall be represented on a rotational basis. The committee shall meet on a quarterly basis, or more frequently as needed, or as requested by a majority of the committee. Seven (7) workdays prior to any meeting committee members will inform a management representative (to be designated) of those topics they wish to discuss at the upcoming meeting.

The NMC Safety Committee will assist in developing guidelines for infectious disease control.

### **7.4 Health Department Safety Committee**

A Health Department-wide Safety Committee shall be formed. SEIU shall appoint one bargaining unit representative from each of the units represented by SEIU, Units F, H, J and K. The committee shall meet on a monthly basis, or as otherwise mutually agreed by the parties. Seven (7) workdays prior to any meeting committee members will inform the Health Department Safety Coordinator of those topics they wish to discuss at the upcoming meeting.

The Health Department Safety Committee will assist in the review of guidelines and implementation of infectious disease control and departmental safety issues.

### **7.5 Vaccinations**

Monterey County is responsible for providing vaccinations as defined by the most current Cal OSHA regulations or the appropriate regulatory body for the job activities. Any worker who elects to be vaccinated at a non-county facility shall bear the full cost of the vaccination and the follow up testing and provide appropriate documentation to their human resources department.

## 7.6 Exposure

Monterey County is responsible for providing exposure safety measures as defined by the most current CalOSHA regulations, or the appropriate regulatory body for the job activities, and the employee's risk of exposure to harm.

If an employee believes standard protocol is not appropriate for him/her because of a medical condition, that employee shall be responsible for seeking the advice of his/her personal medical provider or specialist and presenting a request for accommodation. The employee shall bear the full cost of such consultation of their own doctor unless otherwise proscribed by law.

## ARTICLE 8 PAY PRACTICES

### 8.1 Wages

The County will provide a wage increase to the base salary schedule to members of SEIU as follows;

- 2013:** Contingent upon all classic employees actually and permanently contributing an additional 3.5% towards the employee's PERS contribution, (for a total of 7% employee retirement contribution), there shall be a permanent 3.5% base salary increase for all classifications covered by this MOU, effective the first full pay period following Board of Supervisors approval of the Tentative Agreement dated October 14, 2013.
- 2014-2015:** 2.0% across the board wage adjustment effective the first full pay period in July, 2014.
- 2015-2016:** 3.0% across the board wage adjustment effective the first full pay period in July, 2015

A limited reopener for wages will be triggered by either of the following:

- The Board adopts an ISF (Internal Service Fund) policy/action (for Self Insured Liability or Self Insured Workers' Compensation as referenced on page 27 of the Harvey Rose Report dated May 13, 2009) which reduces confidence levels of the insurance programs to 60% or lower.
- Any represented bargaining unit, as well as units X and/or Y receives an across the board COLA not already prescribed in an existing agreement as of the date of ratification of this agreement.

#### 8.1.1 Total Compensation Study

The Unit K Total Compensation Study (TCS), last updated in 2011, shall be updated at nine (9) months prior to the expiration of this contract in preparation for negotiations of a successor agreement. Once the update is complete, the county with the highest and the county with the lowest compensation shall be removed from consideration in determining the final formula for parity adjustments. Both parties will jointly develop the formula for the parity adjustments with a specific timetable included for all adjustments to take place. These parity adjustments will be

separate and distinct from any COLAs or wage adjustments in future contracts. The amount dedicated to all parity adjustments shall be negotiated in the next successor agreement with the understanding that parties will convene bargaining in the next successor agreement.

### **8.1.2 Crisis Intervention Specialists**

The classification series of Crisis Intervention Specialist I/II is a flexibly staffed series linked to the same salary range of Psychiatric Social Worker I/II.

## **8.2 Eligibility Worker I/II/III Intake Differential**

An Eligibility Worker I/II/III shall receive a five percent (5%) differential (calculated on an employee's base wage) when the following conditions are met:

### **8.2.1 Intake Assignment Differential**

1. Eligibility Worker I/II/III must be assigned to an Eligibility Intake Unit (as identified in paragraph C below) on a regular basis.
2. The "Intake Assignment Differential" shall terminate when the Eligibility Worker is no longer assigned to the Eligibility Intake Unit.
3. Eligibility Workers assigned to an intake unit to do "ongoing work" are not eligible for the "Intake Assignment Differential"

### **8.2.2 Intake Hourly Differential**

1. Eligibility Workers I/II/III must be assigned to perform authorized Intake work in an Eligibility Intake Unit (as identified in paragraph C below) on a temporary basis for a minimum of two (2) consecutive hours in a given day.
2. The differential will be paid for every hour worked that day, including the two (2) hour minimum described above.
3. For purposes of this Section, the Department will round up time worked to the nearest one-half (1/2) hour.
4. The Department will make every effort to avoid temporary intake assignments of less than two (2) hours.
5. An Eligibility Worker I/II/III receiving "Intake Assignment Differential" cannot receive the "Intake Hourly Differential"

### **8.2.3 Eligibility Intake Units**

The following are considered "Eligibility Intake Units" for purposes of the differential pay:

King City Intake, Seaside Intake, Salinas Intake, NMC Intake, GA Intake, IHSS Intake, and any out-stationed areas doing Intake including but not limited to the following, as determined by the Director of Social and Employment Services in consultation with the Union: NMC Psychiatric Facility Intake, Clinica de Salud, Seaside Health Center.

## **8.3 Social Worker Series Assignment**

### **A. Social Worker III Differential**

Social Workers III under-filling Social Worker V positions and performing the duties of the Social Worker IV/V in the Department of Social and Employment Services will receive a 5% differential calculated on the employee's base wage.

B. Social Workers I/II

Social Workers I/II shall not be assigned the duties of the Social Worker IV/V classifications.

**8.4 Bilingual Skill Pay**

A unit employee who meets the requirements of certification of demonstrated proficiency in a language acceptable to the Department and utilizes her/his bilingual skill for an average of less than thirty-three percent (33%) of her/his total work time shall receive a bilingual differential of thirty-two cents (\$0.32) per hour and for those using their skills thirty-three percent (33%) or more shall receive a one dollar (\$1.00) differential per hour.

Bilingual skill payments will be made when:

- A. Public contact requires continual eliciting and explaining information in a language other than English; or
- B. When translation of written material in another language is a continuous assignment; or
- C. The position is the only one in the work location where there is a demonstrated need for language translation or interpretation in providing services to the public.

The County shall review positions covered by this Agreement not less than annually to determine the number and location of positions requiring bilingual abilities.

The Department Head may grant payment at the higher rate to employees using certified bilingual skills less than 33% of their work time for unique languages for populations identified as hard-to-serve.

**8.5 Bilingual Longevity Incentive Pay**

Certified Bilingual workers receiving bilingual pay pursuant to the Bilingual Skill Pay of this MOU for at least one hundred and thirty (130) pay periods (as of the 1<sup>st</sup> of August of each year) as a Unit K employee shall receive an incentive of five hundred and twenty dollars (\$520.00) to be paid in the first full pay period of September of each contract year. The worker must be an employee of the County and a member of Bargaining Unit K at the time of payment.

The County and Union will develop measurements to determine the effectiveness of this longevity incentive program, which will sunset at the end of this contract. Should the outcome measures indicate effectiveness of the program this longevity incentive will be renegotiated.

**8.6 Shift Differential**

A shift differential of two dollars and five cents (\$2.05) per hour shall be paid to all represented employees who, as part of their regular shift, work at least four (4) hours after 3:00 p.m. and whose shift starts after 12:31 p.m. With the exception of a consecutive twelve (12) hour shift that starts at 11:00 a.m.

A shift differential of three dollars and fifty-five cents (\$3.55) per hour shall be paid to employees who, as a part of their regular shift, work at least four (4) hours after 11:00 p.m. and before 7:00 a.m.

If, during the term of this Agreement, the shift differential for the Health Unit at Natividad Medical Center (H-Unit represented by SEIU 521) increases, bargaining unit K members shall also receive equivalent increase (s).

### **8.7 Float Pay**

Employees in the classes of Psychiatric Assistant and Psychiatric Technician who are regularly assigned to a specific ward or unit shall be paid a float differential of five percent (5%) of her/his base rate of pay for each hour she/he is assigned to float to another ward or unit provided that such float exceeds a minimum of two (2) hours.

### **8.8 Increases within Salary Range**

The granting of step increases shall be based on satisfactory annual performance and continuing job related development by each employee. Denial of an employee's step increase shall be based on a finding of lack of satisfactory performance of normal job-related development by an employee. Withholding of a step advancement shall not change the step eligible date.

With satisfactory performance, an Eligibility Worker I may advance after six (6) months to the next step of the current EW I salary range.

### **8.9 Eligibility for Step Advancement**

An employee will be eligible for advancement to any higher step in a salary range of her/his class upon completion of each year of continuous service in her/his class in a full-time permanent or seasonal position. The County Administrative Officer may, upon written request of the Department Head, authorize the step advancement of an employee on a date other than the step eligible date when she/he deems it to be in the best interest of the County.

During an employee's initial probationary period in that class, the appointing authority may grant advancement to any higher step in the salary range. In determining the appropriateness of advancing a probationary employee above the initial step, the appointing authority should consider the criteria used for determining initial step placement.

The step advancement shall be effective at the beginning of the pay period within which the employee becomes eligible for the step advancement.

If the County Administrative Officer determines that an employee failed to receive a step advancement on the date on which he/she was otherwise eligible due to administrative or clerical error, the Auditor-Controller is authorized and directed to pay the employee the amount he/she would have received if the error had not been made.

<b>ARTICLE 9                      PERFORMANCE EVALUATIONS</b>
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#### **9.1. Policy**

Employee performance shall be evaluated and communicated on a yearly basis as required under LAPS, Personnel Handbooks and/or internal policies of the of DSES, the Health Department and Natividad Medical Center.

Performance evaluations are used to demonstrate to employees that they are valued; record how an employee's performance meet the requirements of the job; create a job history record; identify employee strengths and areas for enhancement; assist the employee and supervisor in an effort to attain the highest level of performance; and reinforce performance standards. Every effort will be made to include substantiated information within an employee's performance evaluation.

The County shall ensure employee performance evaluations are conducted in accordance with County and departmental policy.



When an employee who does not agree with the overall rating he/she receives on his/her written performance evaluation he/she shall discuss and attempt to resolve the differences with his/her immediate supervisor.

If discussion with his/her immediate supervisor does not result in resolution of the differences, the employee may file a written request to meet with the next level of management. Said request shall state the unresolved issues and the specific changes in the written performance evaluation the employee is seeking. The appropriate manager shall meet with the employee to discuss the unresolved issues.

If the issues are not resolved to the employee's satisfaction following discussion with the appropriate manager, the employee may within thirty (30) working days file a written request for a meeting with the department head. Within fourteen (14) working days of receipt of a written request stating the unresolved issues and the desired changes in the written performance evaluation, the department head shall meet with the employee to discuss the issues. Within ten (10) working days of said meeting, the department head shall respond in writing to the employee. The decision of the Department Head shall be final and not subject to the grievance procedure. An employee may submit a written response to his/her evaluation that shall be placed in his/her personnel file.

### **9.2. Late Evaluations**

Failure of an appointing authority to recommend step advancement in accordance with *Probation - Successful Completion of Probation* provision of this MOU shall be considered to be a recommendation of step advancement effective on the due date. Timeliness of evaluations is not subject to the grievance procedure.

### **9.3 Temporary Special Assignment Pay**

Employees shall be eligible for Temporary Special Assignment Pay as provided in the Personnel Policies and Practices Resolution No. 98-394 (A.9.14)

## **ARTICLE 10 SALARY ON CHANGE OF CLASS OR POSITION**

### **10.1 Change to Higher Class**

The salary of an employee who is promoted or reclassified from one class to another having a higher salary range shall be adjusted to the first step of the new salary or to the next higher step that provides a minimum of five percent (5%) salary increase. Other provisions of the Personnel Policies and Practices Resolution notwithstanding, it is the intent of the Board of Supervisors that employees receive an increase of not less than five percent (5%) minimum or the highest step, whichever is less as a result of a promotion or reclassification to a higher salary range.

If the employee was paid at a Y-rate above the highest step of the lower class, the five percent (5%) minimum increase shall not apply. Instead, the employee's salary shall be adjusted to the lowest step in the range of the higher class, which provides an increase in salary.

### **10.2 Salary on Reassignment**

If a Bargaining Unit employee voluntarily accepts reassignment to another County position of equal or lower pay for which he/she meets the minimum qualifications, and such reassignment is deemed by the County Administrative Officer to be in the best interest of the County, salary and benefit placement will be made in accordance with the County's regular Y-Rating procedures.

### **10.3 Step Increase and Change of Class**

In the event that a reclassification or salary adjustment is to be effective on the same date that an employee is eligible for consideration for a step increase, she/he shall first receive that step increase, if approved.

In the event that a promotion is to be effective on the same date that an employee is eligible for consideration for a step increase, she/he shall first receive that step increase.

### **10.4 Work Out of Classification**

When an employee is assigned to and performs significantly all of the duties of a higher allocated position in a classification whose salary range is at least five percent (5%) higher than the range of the employee's regular classification, that employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). Such assignment shall not change the unit designation or other benefits of the assigned employee. The assignment must be for over ten (10) consecutive working days. Such additional compensation shall begin on the first day of the pay period following the assignment to the duties of the higher position.

- A. For working out of classification the employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). As such, if the 5% does not result in the employee reaching at least the first step of the higher salary range, the employee will be placed at the first step of the higher salary range.

At one hundred eighty (180) days, the working out of classification assignment will be reviewed to determine whether it is appropriate for this person to continue working out of classification.

Employees working out of classification or who are removed from Working out of Classification duty as a result of poor performance shall not be subject to unsatisfactory performance evaluation for their participation in said assignment. Participating employees removed from such assignment as a result of unsatisfactory performance shall instead be returned to their official job classification and duties. Failure to successfully complete a Working out of Classification assignment, as a result of performance, shall not have an impact on employee's official job classification or duties.

### **10.5 Change to Lower Paid Class**

When an employee covered by the provisions of this Agreement is demoted or her/his position is reclassified to a class having a lower salary range, the Appointing Authority may:

- A. Assign the employee to a step in the new (lower) range which is equal to or lower than the salary rate the employee was receiving in the old (higher) class; or
- B. Place the employee at a Y-rate. Under Y-rate, the employee's Y-rate salary (current salary) stays in effect until either:
  - 1. The range of the new (lower) class is increased, causing the step (immediately below the employee's Y-rate salary) to meet or exceed the employee's Y-rate salary; in which case the employee will be placed in that step; or
  - 2. The employee's step eligible date occurs, in which case the employee will be moved to the next higher step in the range of her/his new class which is above the Y-rate salary.

Having now been assigned to a step in the new (lower) classification, the employee will be advanced to the next step as provided in the sections of the Personnel Policies and Practices Resolution governing step advancements, demotions and reclassifications.

#### **10.6 Salary on transfer**

An employee who is transferred from one position to another in the same class or to another class having the same salary range may upon the approval of the appropriate appointing authority be compensated at the same step in the salary range as he/she previously received and retain the same eligibility date for advancement to the next higher step.

#### **10.7 Effective Date of Employee Status Maintenance Transaction (ESMT)**

Promotions, demotions, reclassifications, transfers, changes in scheduled hours worked, additional or deletion of pay differentials and changes in status shall be made effective only at the beginning of a pay period unless the County Auditor-Controller, after receiving a statement of necessity from the Appointing Authority, approves another effective date.

### **ARTICLE 11 HOURS OF WORK, OVERTIME AND PREMIUM PAY**

#### **11.1. Hours of Work**

##### **11.1.1 Standard Work day/work week**

Eight hours work shall constitute a full work day and forty hours work shall constitute a full work week unless otherwise provided by law, code, approved alternative work schedule or other agreement.

##### **11.1.2 Flexible Work Schedule**

Department Heads shall accept, review and discuss proposals for flexible work schedules submitted by the Union. Changes in work schedules may be made on an office, work unit, or individual basis after consultation with the affected employee(s) and approval by the Director. Except in cases where administrative necessity requires a more immediate change, changes in schedules made by the employer shall be implemented after twenty (20) working days' notice to the affected employee(s). The County agrees to notify the Union in writing of the intended changes. Changes in schedules requested by the employee and approved by the Director may be implemented with less than twenty (20) working day notice if mutually agreed upon.

It is understood and agreed that individuals have no vested right to any particular work schedule and that work schedules may be changed, subject to the time restrictions noted above, at the discretion of management.

#### **11.2 Meal Period**

A meal period is an off-duty time, away from all work assignments. Workers shall be granted a meal period of not less than thirty (30) minutes no more than sixty (60) minutes scheduled at approximately the mid-point of the work day. The meal period shall not be compensated time and every attempt shall be made to provide a meal period away from a worker's duties. In the event that this is not possible, the non-exempt workers will be compensated for that time in accordance with the Overtime Eligible Employees section of this MOU.

#### **11.3 Rest Period**

All workers will be granted a rest period of fifteen (15) minutes during each half shift of four (4) hours work. Rest periods shall be considered as time worked for pay purposes.

In the event a rest period is not allowed or taken, the worker is not permitted to leave early nor receive any form of extra compensation.

#### **11.4 Call Back**

Any worker who is directed by management to return to her/his work assignment after departure from her/his work location shall, upon returning to work, receive a minimum of two (2) hours work.

#### **11.5 Standby**

Those employees who are placed on Standby duty in accordance with rules and procedures established by the County for such duty shall be paid at the rate of four dollars and fifty cents (\$4.50) per hour. Any worker called by telephone or called out while on Standby shall receive a minimum of one (1) hour pay at the base rate. The intent of the parties is to compensate employees for a minimum of one hour, or time actually worked, whichever is greater. For example, if an employee receives calls at 1:00 p.m., 1:15 p.m., 1:20 p.m., 1:55 p.m. and the last call finishes at 2:10 p.m., s/he is credited for one hour and ten minutes, which under the County's Payroll Time and Leave Reporting policy, would round to one hour and fifteen minutes. And, if an employee receives calls at 1:00 p.m., 1:15 p.m., 1:20 p.m. and 1:45 p.m., s/he is paid for one hour, not four hours. It is not the intent that employees be paid for multiple telephone calls received within a one hour period. While it is understood that the County has the sole authority to change the rules and procedures by which Standby is administered, no substantive changes in said rules and procedures will be implemented without notification and an opportunity to respond to the Union. No employee shall be paid for Standby duty time and other compensable duty time simultaneously.

Time actually worked while on Standby duty will be compensated at the rate of one and one-half (1½) times their regular rate of pay. For FLSA overtime exempt employees, time actually worked while on Standby duty will be compensated at the rate of one and one-half (1 ½ ) times the hourly rate of pay for an employee's step listed on the County salary schedule, and does not include any additional enhancements such as differentials, bilingual pay, or stipends.

#### **11.6 Seasonal/Part-Time Positions**

Workers shall have the right to apply for seasonal and part-time jobs whenever possible and shall be allowed such assignments at the Department Head discretion.

#### **11.7 Reduced Work Schedule**

Employee may submit requests to reduce their work schedules. Such requests will be considered by the Department Head or her/his designee and may be granted at the discretion of the Department Head.

#### **11.8 Ten Hour Break Rule**

Employees of Natividad Medical Center who are assigned to work a second shift without a ten (10) hour break between shifts shall be paid a premium rate equal to one and one half (1 1/2) times their regular basic rate of pay for hours worked in the second shift. For purposes of this policy, a shift is defined as a period of eight (8) hours or more.

The ten (10) hour break rule shall not apply to:

- A. Hours worked on call back when an employee has been on Standby duty under the provisions of subsection 11.5 above;

- B. Hours worked on an employee's regular shift in cases where the additional time worked prior to the regular shift was for three (3) hours or less;
- C. When the short turnaround is requested by the employee.

### **11.9 NMC Unscheduled Shift Premium**

When a permanent employee at Natividad Medical Center is called in to work a previously unscheduled shift with less than twelve (12) hours of notice, that employee shall be paid at a premium rate equal to one and one-half (1-1/2) times their basic rate of pay.

### **11.10 NMC Call Off**

Natividad Medical Center employees may be called off their regularly scheduled shifts for lack of work.

#### **11.10. 1. Clinical**

Natividad Medical Center employees may be called off their regularly scheduled shifts for lack of work.

**A.** The order of call off shall be as follows:

1. Anyone who wishes to volunteer for call off will be considered
2. Agency/Registry Temporaries
3. County temporaries (per diems)
4. County permanent employees on overtime (part-time or permanent)
5. County permanent part-time (the employer will make an attempt to rotate the call-off of employees from this category on the shift to mitigate the impact of the call-off on any single employee).
6. County full-time (0.9 FTE or above) (the employer will make an attempt to rotate the call-off of employees from this category on the shift to mitigate the impact of the call-off on any single employee).

**B.** Natividad Medical Center will attempt to contact the employee at his/her contact phone number at least one and one half hours prior to his/her scheduled shift. Once the attempt to contact the employee is made NMC will not be required to pay the employee show up time. The employer shall maintain a log of each attempt to contact the employee. The employee shall be responsible for insuring that NMC is utilizing a valid, current contact number.

**C.** Once an employee is called off duty, the employee is not obligated to make him/herself available for work unless the employee agrees to be placed on Standby, at the Standby rate. Should the employee be called back, the employee will receive straight time for the remainder of their regularly scheduled shift.

**D.** The employee shall be entitled to two (2) hours show-up pay when an employee is called off duty within twenty (20) minutes after reporting to work for their regular scheduled shift.

E. An employee may be called off for any period of time, up to the employee's entire shift. In the event an employee is called off for less than the entire shift, the employee must work a minimum of 4 hours.

An employee may only be called off one time per shift. In the event an employee is called off for less than an entire shift, whatever hours are scheduled are guaranteed to the employee for that shift.

F. The employee may use any Paid Time Off (i.e., PTO-vacation) or compensatory time that is available in the employee's PTO-vacation or compensatory time bank prior to the day they are called off. For purposes of this section, Paid Time Off (i.e., PTO-sick) will not be used to compensate the employee for call-off time.

G. In the case of advance notification (as provided for in B above), an employee may not be called off for more than forty (40) hours in any two consecutive pay periods, during which time the employee's insurance benefits will continue.

H. Employees may be offered the opportunity, on a voluntary basis, to float to other departments within the hospital depending upon hospital needs and employee skills.

#### **11.10. 2. Overhead**

For overhead departments (as defined below), NMC will monitor productive hours per week or pay period. Each department at NMC will have a productivity target (hours per week/pay period) set by the NMC CEO.

It is the department managers' responsibility to regularly monitor their departments productivity to ensure the department is meeting their per statistic (for direct patient care departments), per week or per pay period target. In the event a department exceeds the productivity threshold set by the CEO, the department manager will call off staff to meet the target threshold. Prior to making this determination, the department manager will review the productive hours (to include all employees, including management) to determine if they have met their target. Time not counted towards productive hours include: vacation, compensatory time off, or sick leave (if taken prior to a call off). For purposes of determining productivity, productive hours include but are not limited to the following: training, orientation, workers compensation (light duty worked hours), temporary employees, and registry.

Call Offs may be implemented during the course of a day, week, or pay-period as determined by the department manager. The Call Off order will follow Section 11.10.1.A above and maximum amount of Call Off hours will follow Section 11.10.1.G. above. When an employee is called off, they may utilize accrued vacation and/or comp time, or floating holiday.

In the event the CEO determines that patient census and the hospital's and/or department/departments' total productive hours have not met the required threshold after a two-week period, he has the discretion to place a department or departments on a holiday schedule (close department or reduce regular work hours of a department). This may be done in conjunction with a County recognized holiday (i.e. the work day before or the work day after a recognized County holiday). Notice to employees cannot be less than 14 days prior to the requested "Call Off day". However, in the event that a County Holiday is more than a month away, the NMC CEO may select a day to be determined by him to place a department/departments on a holiday schedule (close department or reduce regular work hours of

a department). In no event shall a department or departments be placed on a holiday schedule more than six (6) times in a fiscal year.

### **Overhead Department List**

Accounts Payable	Infection Control
Acute Rehabilitation	Information Systems (IT)
Administration	Library
Administration- Nursing	Linen/Laundry
Bio-Medical Engineering	Managed Care
Birth Certificates	Marketing
Business Office	Public Relations
CHAMACOS	Materials Management
Child Advocacy Center	Storeroom
Death Certificates	Medical Education
Diabetic Education	Medical Records
Dictation	Medical Staff
Discharge Planning	Nursing Education
Employee Health	Payroll
Engineering/Facilities	Quality Management
Family Practice Residency Program	Storeroom
Finance	Telecommunications
Financial Counseling	Transcription
Foundation	Utilization Review
Human Resources	

## **11.11 Overtime Work**

### **11.11.1 General Provisions**

The County will attempt to schedule bargaining unit employees to a standard work week of forty (40) hours, but the County does reserve the right to set work schedules in its discretion.

Overtime shall be required and scheduled at the option of the County.

Overtime work assignments shall be distributed among workers in the same classification and applicable work unit as equally as possible. Overtime shall be defined as time actually worked in excess of forty (40) hours in a work week beginning 12:01 a.m. Saturday and ending 11:59 p.m. Friday, except for employees opting to work a 9/80 or flex schedule and except for employees of Natividad Medical Center. Overtime for employees of Natividad Medical Center shall be defined as time actually worked in excess of eighty (80) hours in a pay period.

For the purposes of this Article, paid holiday, vacation, and compensatory time-off hours shall be considered as hours worked for the purpose of determining overtime.

### **11.11.2 Overtime Eligible Employees**

If required and scheduled by management and if all other requirements for overtime pay are satisfied, an employee in an overtime eligible class shall be compensated at the rate of one and one-half (1½) times the regular rate of pay. Regular rate of pay shall be the rate of pay calculated as provided for by the Fair Labor Standards Act. Hours and the corresponding dollar values of County holidays, vacation, and compensatory time shall be counted in calculating the regular rate of pay.

Except as otherwise provided herein, employees in overtime eligible classes shall be compensated for overtime which has been authorized by their appointing authority, by either a)

compensatory time off at the rate of one and one-half (1½) hours credit for each hour of overtime or, b) in cash at the rate of one and one-half (1½) times the employee's regular rate of pay. Compensatory time off (CTO) may be accumulated to a maximum of eighty (80) hours. When the individual employee has accumulated eighty (80) hours of unused CTO, then that employee shall be paid for any further overtime at the rate of one and one-half (1½) times the employee's regular rate of pay.

Compensatory time off will be scheduled with mutual agreement between the supervisor and the employee. When an employee has accumulated seventy-two (72) hours of compensatory time off, and the employee has not been able to arrange to take the compensation time off, management will make every effort to allow the employee to take this time off. If no agreement can be reached, the County reserves the right to require and schedule compensatory time off.

### **11.11.3 Overtime Exempt Employees**

Employees who are not in overtime eligible classes shall not receive compensation for hours worked beyond forty (40) hours in a work week or eighty (80) hours in a pay period, but may be authorized administrative leave with pay by their appointing authority or her/his designee in the event that County operations result in extraordinary work assignments for such employees. Such administrative leave shall not exceed two (2) working days in any pay period. The County Administrative Officer may approve additional administrative leave with pay upon written request from an employee's appointing authority showing special circumstances warranting such leave. Such approval shall be given in writing.

The provisions of this Section shall be administered by the appointing authority, but shall in no way establish any right to any type of overtime compensation for overtime exempt employees regardless of whatever records are kept by the appointing authority.

### **11.11.4 Overtime Natividad Medical Center**

If in the judgment of an Appointing Authority, extra hours are required to be worked by an employee for the accomplishment of County business, the Appointing Authority may authorize and require the performance of said extra hours.

Overtime for employees of Natividad Medical Center shall be defined as time actually worked in excess of eight (8) hours in a day and/or eighty (80) hours in a biweekly pay period. For employees of Natividad Medical Center on alternative workweek schedules, overtime shall be defined as time actually worked in excess of (ten) 10 or (twelve) 12 hours in a day and/ or forty (40) hours in a work week.

Regular rate of pay shall be the rate of pay calculated as provided for by the Fair Labor Standards Act. Hours and the corresponding dollar values of: Paid Time Off (i.e. PTO-vacation), shall be counted as hours worked for purposes of determining overtime.

Paid Time Off (i.e. PTO-sick, PTO- Bereavement, PTO-holiday not worked and Compensatory Time Off) shall not be counted as hours worked for purposes of determining overtime. Savings realized from this action, in the first year of this agreement, will be used towards addressing compensation issues related to the recruitment and retention of employees in critical hospital positions at Natividad Medical Center for SEIU Local 521 bargaining unit classifications. The parties further agree that the purpose of this section is to better prepare the County and Natividad Medical Center to compete as the hospital of choice for Monterey County and provide the highest quality of care with recruiting and retaining a cutting edge workforce.



## **B. Exempt/Non-Exempt**

All County job classes in this representation unit shall be designated as either 1) overtime eligible or 2) overtime exempt. Each of the above categories shall be assigned a special code, which shall appear beside each class as listed in the County salary resolution. County overtime designations are separate from overtime designations made in compliance with the Fair Labor Standards Act.

## **C. Overtime Compensation**

Except as otherwise provided herein, employees in FLSA overtime eligible classes shall be compensated for overtime authorized by their Appointing Authority by either:

1. Compensatory time off at the rate of one and one-half (1 1/2) hours credit for each hour of overtime, or;
2. In cash at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

The Appointing Authority shall determine the method of overtime compensation after consulting the affected employee.

Credit for compensatory time off shall be reported on payroll sheets submitted to the Auditor-Controller each pay period, and a balance shall be kept on the employee's check stub. The Appointing Authority shall administer the use of compensatory time off.

An employee shall not be allowed to accumulate more one hundred and sixty (160) hours of compensatory time off above which maximum all overtime compensation shall be paid in cash.

**D.** Employees in overtime exempt classes shall not receive compensation for hours worked beyond forty (40) hours in a work week or eighty (80) hours in a pay period except as may otherwise be authorized by the Board of Supervisors, but may be authorized administrative leave by their Appointing Authority or his/her designee in the event that County operations result in extraordinary work assignments for such employees. Such administrative leave shall not exceed two (2) working days in any pay period. The County Administrative Officer may approve additional administrative leave with pay, upon written request from an employee's Appointing Authority showing special circumstances warranting such leave. Such approval shall be given in writing.

The provisions of this item shall be administered by the Appointing Authority, but shall in no way establish any right to any type of overtime compensation for overtime exempt employees, regardless of whatever records are kept by the Appointing Authority.

## **E. Special overtime provisions**

All professional employees exempt from the Fair Labor Standards Act provisions may upon their own initiative volunteer for shifts additional to their regularly assigned shift schedule. Such voluntary shifts shall not exceed sixteen (16) hours per pay period and shall be paid at straight time.

### **11.11.5 Administration of Fair Labor Standards Act**

It is recognized that during the course of this Agreement, Congress and/or the Courts may extend or extinguish coverage of the Fair Labor Standards Act (FLSA) to employees of this Unit. It is agreed that the County may make such changes in Personnel Policies, this Agreement, or

Departmental rules as in its determination may be necessary to comply with the provisions of the Act or rules and regulations promulgated by the Department of Labor in its interpretation and enforcement of the Act, provided that the County has first notified the Union in writing of the proposed changes and offered to discuss the proposed changes with the Union.

It is further agreed that should the FLSA cease to apply to employees in this Unit the County may, after giving the Union notice and an opportunity to respond, rescind any and all changes to the overtime provisions and practices that were made solely in order to comply with the FLSA and return those provisions and practices to their status as of April, 1985.

The change may not be effective until twenty-one (21) days after notice has been given to the Union.

The County agrees to observe all requirements of the Fair Labor Standards Act. The County will notify the Union of changes to the FLSA in writing and will discuss all implications as soon as they become aware of the impact of said changes.

The County and the Union agree to meet to explore the impact of the FLSA regulations as it pertains to exempt employee leave usage.

The County will notify each new employee during their new hire orientation of their exempt/non-exempt status and the FLSA requirements as they relate to vacation and sick leave.

#### **11.11.6 Travel Time**

Pursuant to the Fair Labor Standards Act, non-exempt employees who are a passenger travelling outside of their regular scheduled shift shall be paid for those hours that fall within their regular scheduled shift only. Non-exempt employees who are driving for travel outside of their regular scheduled shift shall be paid for those hours during which they are driving.

#### **11.11.7 Mileage Allowance**

A unit employee, who is required to operate his/her own or a privately owned vehicle for the performance of official duties for the County of Monterey, shall be allowed, reimbursed and paid the Internal Revenue Service rate for each mile necessarily traveled each month.

At his/her discretion, the Agriculture Commissioner may provide Produce Inspectors use of a County vehicle in lieu of mileage allowance.

Mileage allowance shall be allowed in accordance with the County of Monterey Travel Policy and accompanied by required documents.

#### **11.11.8 Temporary Work Location**

When a worker is assigned to work at a location different from her/his regular work location, the County will either supply transportation or pay mileage based on the additional distance driven as the result of the temporary assignment.

No mileage will be paid for home-to-work/work-to-home travel except for those miles in excess of the distance from the worker's home to the regular work location.

Travel time will be paid only for travel between work locations when a worker is assigned to report to the regular work location before or after reporting to the temporary work location.

#### **11.11.9 Authorization for Paid Compensatory Time/Leave – Social Worker IV and V, Psychiatric Social Worker I/II, Senior Psychiatric Social Worker in the Crisis Team at NMC, Crisis Intervention Specialist I and II and Clinical Psychologist**

Employees in the classifications of Social Worker IV & V, Psychiatric Social Worker I/II, Senior Psychiatric Social Worker on the Health Department Crisis Team stationed at NMC, Crisis Intervention Specialist I/II and Clinical Psychologist shall be eligible for pay or compensatory leave on an hour-for-hour basis for time worked in excess of 80 hours in a pay period. Such additional time shall be pre-approved by the Appointing Authority (or within twenty-four (24) hours if pre-approval is not possible due to the critical nature of the situation). Upon mutual agreement between the employee and supervisor, hours may be flexed off on an hour-for-hour basis within the same pay period.

#### No Pyramiding

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this MOU may apply. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this MOU may apply.

## **ARTICLE 12      PROBATION**

### **12.1      Probation**

#### **12.1.1      Initial Probationary Period**

The probationary period for an employee shall be one thousand five hundred sixty (1,560) hours (approximately 9 months of full time employment) in their assigned classification. During the initial probationary period, an employee may utilize only such appeal procedures as are available to the employee under Local Agency Personnel Standards (LAPS). Probationary employees serve at the will of the appointing authority except to the extent that LAPS provides that probationary employees may appeal release from employment if said release is alleged to be based on discrimination.

Prior to the conclusion of the nine (9) month probationary period; subject, where appropriate, to LAPS limitations; and with approval of the County Administrative Officer, the appointing authority, may, for cause, extend the probationary period of an employee for a period not to exceed six (6) months upon furnishing the employee with a statement of the reasons for such extension and the required standards that must be met in order for the employee to successfully complete the probationary period.

Employee performance shall be evaluated and communicated to the employee at least twice during the probationary period, the first being no later than upon completion of the first half of the probationary period and the second being prior to the completion of the last month of the probationary period.

#### **12.1.2.      Successful Completion of Probation**

An employee who has successfully completed the probationary period will be eligible for advancement to any higher step in a salary range upon completion of 2080 hours (approximately 12 months of full-time employment) in her/his class. If the County Administrative Officer determines that due to an administrative or clerical error or omission an employee failed to receive their step advancement, the employee shall receive the advanced step retroactive to the date she/he became eligible.

#### **12.1.3.      Reclassification Probationary Period- DSS**

Department of Social Services employees who are reclassified into a new position shall be required to serve a new probationary period pursuant to Merit Systems requirements.

## **12.2 Release from Probation in a Promotional Class**

With the exception of those employees who are covered by LAPS.

Unless terminated for cause during probation, all provisions of the Probationary Period section of this Agreement apply to probationary employees in a promotional class; with the exception of probationary promoted employees terminated for cause, any employee who does not successfully complete the promotional probationary period shall have the right to return to their former position in the division/unit from which promoted, provided all of the following conditions are met:

- Permanent status in the former classification was obtained prior to promotion
- A vacant position in the employee's prior classification exists
- Employee has not been discharged from promotional probationary period for cause

In the event that there is no vacant position in the division/unit, the employee may elect to follow the procedure outlined in "Reemployment of Employees Laid Off" of this Memorandum of Understanding for placement on a preferred eligible list. An employee electing to pursue placement on a preferred eligible list must notify the Director of his/her Department within five (5) working days of notification that s/he will not be returned to his/her former class.

The decision to place such a released employee on a particular preferred eligible list shall be in the sole, exclusive, and unreviewable discretion of the County. No action taken by the County concerning an employee dismissed while serving a probationary period shall be subject to appeal, review, or to any grievance procedure or arbitration procedure whether such procedure be contained in this Memorandum of Understanding, the Personnel Resolution of the County of Monterey, the Employee Relations Resolution of the County of Monterey, or any other statute, ordinance, resolution or agreement. This article shall not impair the liberty interest rights of any employee.

## **12.3 Department of Social Services- Local Agency Personnel Standards**

An employee subject to LAPS who fails to pass her/his probationary period following promotion to a higher class for reason (s) related solely to the failure to learn and perform all of the duties of the higher classification in a satisfactory manner shall, if she/he so desires, be returned to her/his previous job class.

# **ARTICLE 13 DISCIPLINE**

## **13.1 Disciplinary Action Defined**

The appointing authority may take disciplinary action against any employee in the service of Monterey County provided that the rules and regulations prescribed herein are followed and that any employee pursuant to this Article and only as herein provided has the right to appeal. As used in this Section, "disciplinary action" shall mean dismissal, suspension without pay, disciplinary demotion, reduction in salary, or formal written reprimand. For permanent employees, discipline is charted progressively starting with a formal written reprimand through more severe actions, as listed and described in Sections 9.7 through 9.13. Substantiated matters of a serious nature are the exception and may require immediate action. All disciplinary actions are considered confidential.

### **13.2 Notice of Proposed Disciplinary Action**

In order to institute disciplinary action, the appointing authority or her/his designee shall serve written notice of the proposed disciplinary action in accordance with the following procedures.

Except as otherwise provided herein, or when emergency or other special circumstances require immediate action, a notice of proposed disciplinary action (other than for formal written reprimand) will be delivered to the worker, either personally or by United States Postal Service, to the current address listed on the employee's most recent personnel action form, no less than ten (10) working days prior to the effective date of any punitive action against the employee.

The notice of proposed disciplinary action shall include the following:

- A. Statement of the nature of the disciplinary action;
- B. Effective date of proposed action;
- C. A statement of the cause thereof;
- D. A statement in ordinary, concise language of the actions or omissions upon which the causes are based;
- E. A statement that identifies all the materials upon which the action is based, the attachment of such materials within reason, and an indication where the documents that are not attached can be accessed for inspection; and
- F. A statement advising the employee of her/his right to respond either verbally or in writing to the Appointing Authority or her/his designee imposing the disciplinary action prior to the effective date; the right to be represented in that response and a statement that members of the Bargaining Unit are represented by SEIU LOCAL 521 and the most current address and telephone number of the Union business office on file with the County Administrative Office. The opportunity to respond shall normally take place within seven (7) working days following the initial notice of intended action. The employee will be provided with a "Release of Information" form that they may sign authorizing the County to provide the Union with all materials upon which the action is based. The County will notify the Union and mail the materials to the Union within two (2) working days.

Except for employees covered by Local Agency Personnel Standards (LAPS), in the case of a suspension without pay of three (3) working days or less or a suspension with pay of twenty (20) working days or less, the suspension may be imposed by a single notice containing items A, B, C, D and E above and a statement that the employee has the right to respond to the appointing authority and that members of the Bargaining Unit are represented by SEIU Local 521 with the inclusion of the most current address and phone number of the Union Business office in San Jose on file with the County Administrative Office. This notice shall be delivered to the employee on or as soon after the effective date of the suspension as possible.

### **13.3 Notice of Final Disciplinary Action**

In order to implement the proposed disciplinary action or a lesser disciplinary action based on cause(s), a notice final of disciplinary action shall be delivered to the employee either personally or by United States mail, to the current address listed on the employee's most recent Personnel Action form, on or before the effective date of the disciplinary action and shall include:

- A. Statement of the nature of the disciplinary action.
- B. Effective date of action.
- C. The notice of disciplinary action shall contain the information in items A and B above and, in addition, shall include: a statement advising the worker as to the right of appeal and representation by a party of her/his own choice; by attachment the section of this Agreement

concerning appeals from disciplinary action; a statement, when applicable, of the right to appeal to the State Personnel Board pursuant to the LAPS appeal procedures; and a statement that members of the Bargaining Unit are represented by SEIU, Local 521 and with the most current address and telephone number of the Union business office on file with the County Administrative Office. The employee will be provided with a "Release of Information" form that they may sign authorizing the County to provide the Union with all materials upon which the action is based. The County will notify the Union and mail the materials to the Union within two (2) working days.

This notice shall be included in the worker's personnel file.

#### **13.4 Counseling**

In the event that a worker's performance or conduct is unsatisfactory or needs improvement, informal counseling shall be provided when determined to be appropriate at the sole discretion of the worker's first level supervisor. Documentation of such counseling shall be given to the worker. If such documentation is placed in the worker's personnel file, the worker shall be notified. Department HR will notify the worker that the counseling memo has been placed in the worker's file and inform the worker of the right to have a written response placed in her/his personnel file. When the situation allows, counseling shall be used prior to a written reprimand being issued. However, other disciplinary action shall not be precluded should counseling not occur. At the request of the worker, the Department Head may on a case by case basis remove the counseling memo from the personnel file.

#### **13.5 Written Reprimand**

An appointing authority may reprimand an employee by furnishing her/him with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the reprimand shall be given to the Human Resources Director for inclusion in the employee's personnel file and shall not be subject to appeal, but the employee shall have the right of rebuttal and to have the rebuttal attached to the written reprimand. An employee shall also be afforded an opportunity to meet with the appointing authority or designee, together with a representative of her/his choice, regarding the reprimand. The appointing authority may correct the reprimand at her/his discretion and shall provide written notice of any correction to the employee.

At the request of the worker and provided the worker has no additional negative reports, counseling memos, or reprimands and she/he receives satisfactory or above performance evaluations during the intervening period, the Department Head may on a case by case basis remove the written reprimand from the personnel file at the end of two (2) years.

#### **13.6 Involuntary Leave Without Pay**

Any suspension without pay invoked as a disciplinary action under this Section against an employee in the classified service, whether for one or more periods, shall not exceed ninety (90) calendar days in any one (1) calendar year; provided, however, that where an involuntary leave without pay is made because of criminal information or indictment filed against such employee, the period of involuntary leave without pay may exceed ninety (90) calendar days and continue until, but not after, the expiration of thirty (30) calendar days after the dropping of charges or the judgment or conviction or acquittal of the offense charged in the complaint, or indictment has become final. Employees suspended shall forfeit all rights, privileges and salary while on such suspension without pay.

### **13.7 Involuntary Leave With Pay**

Notwithstanding other provisions of this Section, an employee may be suspended with pay and benefits for a period not to exceed twenty (20) working days upon a determination by the County Administrative Officer that circumstances exist that make the immediate removal of the employee to be in the best interest of the County and that the employee cannot be effectively used in her/his job classification within the Department. Such involuntary leave may be extended by the County Administrative Officer in increments not to exceed twenty (20) working days. Such involuntary leave is not a disciplinary action and shall not be subject to appeal.

Involuntary leave with pay is separate from the Discipline.

### **13.8 Suspension Pending Investigation for Disciplinary Action**

An appointing authority may suspend an employee under her/his control from her/his position for reasons of investigation for disciplinary action. Such suspension may be either with or without pay subject to the limits set forth in the *Involuntary Without Pay* and *Involuntary With Pay* provision of this MOU.

Written notice of such suspension shall be issued to the suspended employee no later than the date that such action is taken. Such suspension will not be considered a disciplinary action and shall not be subject to appeal unless it, or any portion of it, subsequently becomes a disciplinary action. In the event that an employee is suspended without pay under this Section and the appointing authority takes no disciplinary action she/he shall reinstate the employee to her/his position and restore all rights and privileges and back pay for the time lost during the suspension.

### **13.9 Reduction in Salary**

An appointing authority may reduce the salary of an employee, for disciplinary reasons, provided that such reduction shall be to a step within the salary range of the classification of the position held by the employee. An employee so reduced in salary shall retain her/his anniversary date, but shall not be eligible for advancement to a higher step in the salary range of her/his job classification for a period of six (6) months from the date their reduction in salary became effective.

### **13.10 Disciplinary Demotion**

An appointing authority may demote an employee, for disciplinary reasons, to any position with a lower salary range, provided the employee meets minimum qualifications for the lower level position. Such demoted employee shall not be eligible for promotion for a period of six (6) months.

### **13.11 Dismissal**

The continued tenure of each worker who has permanent status shall be subject to her/his satisfactory conduct and the rendering of efficient service. Should the cause for disciplinary action so warrant, an employee may be dismissed.

### **13.12 Absence Without Leave Separation**

An employee absent from duty for a period which exceeds three (3) working days consecutively without authorized leave shall be considered to have abandoned her/his position and to have automatically resigned.

Resignation shall be deemed effective upon the posting by United States Mail or Notice of Automatic Resignation, sent by the appointing authority or her/his designee to the last known address of the employee, as shown on her/his latest Personnel Action form.

Such resignation may be rescinded by the appointing authority if the employee can show, to the satisfaction of the appointing authority, that it was impossible to contact her/his Department of employment, provided the employee contacts the Department within five (5) working days after notice of the automatic resignation sent by United States Mail.

### **13.13 Statute of Limitations**

As a general rule, no disciplinary action shall be valid against any County employee for any cause for discipline unless the notice of disciplinary action is served within one (1) year of the date on which the County reasonably should have known the facts and circumstances which gave rise to the cause of discipline.

Matters of a serious nature are the exception and a valid notice of disciplinary action must be served within three (3) years after the County reasonably should have known the facts and circumstances which gave rise to the cause of discipline. In addition, disciplinary action based on fraud, embezzlement, or the falsification of records shall be valid, if the notice of such action is served within three (3) years after the discovery of such fraud, embezzlement or falsification.

Nothing herein shall preclude the County from disciplining an employee for cause which consists of a course of conduct or history of performance that began more than three (3) years prior to the notice of disciplinary action. Such disciplinary and/or performance record of beyond three (3) years shall be used only to determine the disciplinary penalty to be imposed.

### **13.14 Appeals from Disciplinary Action**

**A.** Except as appeal procedures are available to probationary employees under Local Agency Personnel Standards (LAPS), only permanent employees who are not on probationary status shall have the right of appeal from disciplinary action. Such an employee may file an appeal from those disciplinary actions set forth in this Section, except for reprimands and/or, except for such appeal procedures as may be available under LAPS, suspensions of three (3) days or less. Said appeal must:

1. Be filed in writing with the Human Resources Director within ten (10) working days following the date of the notice imposing disciplinary action or if appealing pursuant to LAPS procedures, within thirty (30) calendar days from the date of the action or notification of action.
2. State the basis for the appeal, and contain a specific admission or denial of each of the material allegations contained in the Notice of Disciplinary Action.
3. Indicate which one of the appeal procedures the employee wishes to avail her/himself of at the time she/he files the initial appeal from disciplinary action: a hearing by a Hearing Officer designated by the Human Resources Director or appeal on their behalf by the Union to disciplinary arbitration as set forth in the *Disciplinary Arbitration* provision of this MOU or such additional disciplinary appeal procedures as are available to them [for example, but not limited to, Local Agency Personnel Standards (LAPS)]. In any event, the employee must at the time of filing the initial appeal indicate which appeal procedure she/he wishes to utilize. This designation of a particular appeal procedure constitutes an irrevocable waiver and forfeiture of any and all rights of appeal under any other applicable appeal procedure. If an appeal is filed without designation of the appeal procedure to be utilized, the employee shall be deemed to have made a binding election of appeal to a hearing officer appointed by



the Human Resources Director as set forth herein and waiver of all other procedures, including arbitration.

An employee, or her/his designated representative, may amend her/his appeal, if and only if the filing period allowed herein has not expired, to designate another of the appeal procedures provided herein.

**B.** Except as appeal procedures may be available under LAPS, the provisions of this Section shall apply only to permanent employees who are not currently on probationary status, who have at least nine (9) months of continuous service as a permanent employee in the class currently held.

### **13.15 Disciplinary Arbitration**

**A.** Within ten (10) working days from the date of the notice imposing disciplinary action, the Union, and only the Union, may on behalf of an affected employee, appeal certain disciplinary actions to arbitration.

Those disciplinary actions which may be appealed to arbitration are:

- Involuntary leave without pay exceeding five (5) days;
- Reduction in salaries of over six (6) pay periods;
- Disciplinary demotion;
- Dismissal.

**B.** The parties shall select a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator, they shall request a list of arbitrators from the California Mediation & State Conciliation Service. An arbitrator shall be selected by the parties alternately striking names from such list. The party to strike first shall be selected by lot.

The fees and expenses of the arbitrator shall be shared equally by the parties, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

The decision of an arbitrator shall be final and binding upon the parties.

### **13.16 Amendment of Appeal**

An employee or her/his designated representative may amend her/his appeal, if and only if the filing period allowed herein has not expired, to designate another of the appeal procedures provided herein.

### **13.17 Appeals**

#### **A. Appeal to Arbitration**

If the appeal is from a disciplinary action which is subject to arbitration as set forth in the Appeals from Disciplinary Action Section and the matter is appealed by the Union on behalf of the employee to arbitration, then that appeal will be processed in accordance with the procedures set forth in –the Appeals from Disciplinary Action Section.

#### **B. Appeal to Hearing Officer**

Appeals from disciplinary action other than written reprimand may be heard by a Hearing Officer appointed by the Board of Supervisors and as required under the Monterey County

**C. LAPS**

Local Agency Personnel Standards (LAPS) may provide appeal rights from disciplinary action other than reprimand to employees covered by said standards.

**13.18 Personnel Records**

The County and the Union agree that personnel records are not subject to public inspection. All personnel records are and remain the property of the County.

Employees shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained by the County. When any comment adverse to an employee's interest is entered in his/her official personnel records, the employee shall have opportunity to read the adverse entry and provide a written response for inclusion in the record.

Notwithstanding any other provision of this item, County and the Union agree that an employee is not entitled to inspect or review such documents as reference letters, background investigations, records pertaining to investigation of a possible criminal offense, or material designated confidential by law.

At his/her request, an employee shall be provided one (1) copy of any document placed in the employee's file except for employment applications and those documents listed above.

An employee, or a representative of the Union with the prior written consent of the employee, may upon request inspect that employee's personnel file during regular business hours by appointment.

The appointing authority shall keep the official personnel records of all employees within his/her department.

It is mutually recognized that all performance related materials contained within an employee's personnel file may provide material substance and support to proposed and imposed disciplinary actions. Nothing in this Agreement shall preclude the use of any material in an employee's personnel file from being used in any proceeding involving the decision of the appointing authority to take disciplinary action against the employee.

**ARTICLE 14      BENEFIT PROGRAMS**

**14.1 INSURANCE**

**14.1.1. Medical Insurance**

The County will provide medical insurance through the Public Employees' Retirement System (PERS) medical insurance program. All rules, regulations and procedures with respect to plan eligibility, benefits, claims payments and customer service procedures, etc. for the CalPERS plans are established by CalPERS. The County makes no representations or guarantees whatsoever with respect to the CalPERS health insurance plans.

Permanent unit employees who are regularly scheduled to work forty (40) hours or more in a pay period will be eligible to participate in any of the County's health insurance programs. Retired

employees, dependent upon group coverage conditions, may be eligible for group health care coverage. If a retired employee meets all eligibility requirements and requests health insurance coverage, the County will contribute toward the monthly premium for eligible retirees enrolled in a PERS health insurance program as directed by CalPERS.

#### **14.1.2. Flexible Benefits Plan**

##### **A. General Provisions**

The County will make available a Flexible Benefits Plan to all employees.

Employees may elect from the following optional benefits:

- Employee medical coverage under CalPERS Dependent medical coverage under CalPERS
- No medical coverage.
- Employee dental coverage under the County's self-funded plan.
- Dependent dental coverage under the County's self-funded plan.
- No dental coverage.
- Employee vision coverage under VSP.
- Dependent vision coverage under VSP.
- No vision coverage.
- Any other eligible optional benefits which may be made available by the County through this Flexible Benefits Plan.

##### **B. Additional Payroll Deduction**

For each month when the benefit options selected by the employee under this plan exceed the appropriate County non-elective and elective contributions for that employee, that employee shall pay by pre or post-tax payroll deduction the full cost (100%) which exceeds the County's contributions for that employee.

##### **C. In-Lieu Payout**

For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan, the full amount of funds not utilized shall be forfeited.

##### **D. Flexible Benefits Plan Administration**

The provisions, rules and regulations governing the administration of the Flexible Benefits Plan are contained in the Flexible Benefits Plan document. Changes may be required from time to time to maintain the integrity of this flexible benefits plan as a lawful IRS Section 125 plan. The County and the Union agree that the County shall have discretion to make such changes to ensure this plan is eligible for favorable treatment under the Internal Revenue Code. The County may add or remove benefit options to or from this plan during the term of this Agreement, subject to the obligation of the parties to meet and confer only over the impact of such changes. Removal of a benefit shall occur only if the benefit is deemed contrary to public law or regulation governing I.R.S. Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

##### **E. County Non-Elective Contributions**

The County maximum non-elective contributions toward the Flexible Benefits Plan will be as indicated below.

The County shall not contribute any non-elective amounts toward the employee's purchase of any other optional benefits which may be provided by the County through the Flexible Benefits Plan.

Employees shall not have the option of using the non-elective contributions for any other purpose other than for purchasing employee health, employee dental and employee vision insurance. Non-elective contributions not used to purchase employee health, dental and vision insurance will be forfeited.

**i. Health Insurance Contribution:**

The County's maximum non-elective contribution to the Flexible Benefits Plan for health insurance coverage will be as directed by CalPERS in accordance with SB 1464. The maximum non-elective contribution will be determined annually and communicated by CalPERS.

**ii. Dental Insurance Contribution:**

The County's maximum non-elective contribution to the Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees. During the term of this contract, should the dental (employee only premium) non-elective contribution/premium increase, the County will pay the increase. Should, during the term of this contract, the non-elective contribution/premium for dental (employee only premium) decrease, the County shall retain the savings from the decrease.

**iii. Vision Insurance Contribution:**

The County's maximum non-elective contribution to the Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees. During the term of this contract, should the vision (employee only premium) non-elective contribution/premium increase, the County will pay the increase. Should, during the term of this contract, the non-elective contribution/premium for vision (employee only premium) decrease, the County shall retain the savings from the decrease.

**F. County Elective Contributions**

The County maximum monthly elective contribution to the employee's Flexible Benefits Plan spending fund will be as follows for full-time, permanent employees:

Pursuant to this Agreement, the County elective contribution towards the cost of CalPERS Choice enrollment for a full-time, permanent employee shall result in an employee out-of-pocket amount of: \$0.00/mo (employee only); \$61/mo (employee plus one); and \$100/mo (employee plus family).

Part-time permanent unit employees who are scheduled to work a minimum of forty (40) hours, but less than sixty-four (64) hours, will receive half (1/2) of the County elective contributions received by the full-time permanent unit employees.

The elective amounts above may be applied toward County-offered medical, dental and/or vision coverage for the employee and dependents.

Any balance of elective funds remaining after the employee elects health insurance may be utilized, at the employee's discretion, toward the purchase of dependent health, dependent dental, or dependent vision insurance and/or any other eligible optional benefits which may be made available by the County through this Flexible Benefits plan. The use of any elective

contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under a PERS plan offered through employment with the County of Monterey.

### **G. Alternative Benefit Option**

Eligible employees, providing proof of alternative health insurance coverage for their self shall be reimbursed up to \$320.00 per month for cost of employee-only health insurance coverage and \$258.00 for dependent coverage under this option.

Eligible, part-time unit employees, who are scheduled to work a minimum of forty (40) hours but less than sixty-four (64) hours in a pay period, providing proof of alternative health insurance coverage for their self, shall be reimbursed up to \$160.00 per month for employee only coverage and \$129.00 for dependent coverage under this option.

Part-time unit employees, who are scheduled to work less than forty (40) hours in a pay period, are not eligible for the Alternative Benefit Option. Employees choosing the ABO option cannot apply ABO benefit dollars towards options under the Flexible Benefits Plan.

Administration of this option shall be subject to County guidelines.

Employees who select employee-only coverage through ABO but do not select dependent coverage under the ABO benefit will be eligible to cash out the dependent ABO amount as taxable wages. Employee only dollar benefits are not cashable under any circumstances.

County and Union may, by mutual agreement, agree to reopen this Article and meet and confer regarding its terms and conditions at any time during the term of this MOU.

### **H. Life**

The County provides twenty thousand dollars (\$20,000) in life insurance for employees.

### **I. All Insurance**

The County continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include but are not limited to the right to select the carriers and claims insurance administrator after prior consultation with the Union. Changes in insurance carriers or administrators shall not result in any overall reduction in benefits.

SEIU Local 521 shall have two voting members on the Health Insurance Review Committee. The HIRC committee is an advisory body to the County Administrative Officer; its primary function is to review and discuss information pertinent to the operation of the County's health plans and make recommendations thereon.

### **J. Physical Examinations**

Permanent full-time employees in Unit K shall be entitled to a physical examination by appointment at Natividad Medical Center on a biennial basis (i.e., an examination every other year). Results of the examination shall be treated confidentially.

### **K. Vision Examination and Glasses for Computer Operators**

The County will amend the Vision Service Plan effective January 1, 1990 to provide an option for a second (2<sup>nd</sup>) pair of glasses tinted and designed for use with computers for an employee whose manager certifies in writing to Central Benefits that the employee uses a computer 60% or more of his/her normal work time in order to perform duties. Manager certification and

endorsement of eligibility for a computer glasses by Central Benefits must occur prior to an eye examination for an employee to be eligible for the computer glasses option. The employee shall pay an additional \$20.00 deductible for an exam which includes the computer glasses option.

## **14.2 EDUCATION AND TRAINING**

### **14.2.1. Professional Education Tuition Contribution**

A program of tuition contribution is hereby established to provide training opportunities for employees subject to the following conditions:

1. Professional education tuition contribution is available only to permanent and seasonal employees.
2. All requests for tuition contribution shall be subject to the approval of the appointing authority and the County Administrative Officer or designee. If the appointing authority or designee does not approve tuition contribution, the employee shall have the right to appeal the determination to the County Administrative Officer or designee within 10 business days of receiving written denial of tuition contribution. The determination of which requests shall be approved shall be at the sole discretion of the County Administrative Officer.
3. All requests shall be submitted no later than two (2) weeks in advance of the starting date of the course;
4. Qualification of Courses Eligible for Tuition
  - a. It must be reasonably related to the employee's job assignment or occupational field and improve the employee's performance on the job and be of benefit to the County; or assist the employee in promotion to a logically higher position which may be indicated on the career ladder; and
  - b. Be given by an accredited institution;
  - c. Be successfully completed by the employee with a grade of "C" or better.
5. Submission of requests for tuition contribution shall not be limited by the geographic location of the course; however, the approval of such requests shall be at the discretion of the County;
6. Permanent employees in the Unit shall be eligible for one of two (but not both) contribution levels in any twelve (12) month period as described herein:
  - a. Employees may be eligible for up to Five Hundred Dollars (\$500) in tuition contribution for courses that meet the criteria outlined in Section 10.2 A—*Tuition Contribution*, Subsection 4 - *Qualification of Courses Eligible for Tuition* above. It is agreed that employees who enroll in programs at this level of contribution must remain in county employment for a period of one (1) year following successful completion of the last course for which contribution is sought in any twelve-month period. Failure to so remain in county employment will mean a forfeiture of the contribution amount which must be repaid to the County upon the employee's separation from county service.
  - b. Employees may be eligible for up to Eight Hundred Dollars (\$800) in tuition contribution for courses in either the undergraduate or Graduate Social Worker Program at San Jose State or a similar program offering degrees directly related to the work of the Departments. The determination of which courses and programs shall qualify for the increased contribution amount shall be at the sole discretion of the Department Head. In order to qualify for tuition contribution, the requirements of Section 10.2 A. – *Tuition Contribution*, Subsections 4. b. and c. – *Qualification of Courses Eligible for Tuition* above must be met.

It is agreed that those employees who enroll in programs approved for the higher contribution level must remain in county employment for a period of two years following successful completion of the last course for which contribution is sought in any twelve-month period. Failure to so remain in county employment will mean a forfeiture of the contribution amount, which must be repaid to the County upon the employee's separation from county service. Both these tuition systems will be administered in accordance with the Personnel Policies and Practices Resolution.

Notwithstanding any other provisions of this Agreement, only those provisions of this Section which are not subject to the discretion of the Department Head or the County are subject to the grievance procedure.

#### **14.2.2. Educational Assistance**

Employees shall be eligible for the Educational Assistance Program as provided in the Personnel Policies and Practices Resolution No. 98-394 (§A.48.2). Funding levels for this countywide program shall be set by the Board of Supervisors by adoption of the County's annual budget.

#### **14.2.3. Compensated Voluntary Training Program**

Employees shall be eligible for the Compensated Voluntary Training Program as provided in the Personnel Policies and Practices Resolution No. 98-394 (§A.48.1).

### **14.3 Retirement**

#### **14.3.1. Retirement Program Study Group**

It is understood and agreed that in the event legislation authorizing a second and/or third tier of retirement benefits is enacted during the term of this Agreement, the County may reinstitute the retirement program study group; and the Union agrees to participate in said study group. It is further understood and agreed that notwithstanding the provisions of Full Understanding, Modification, Waiver, the County may reopen negotiations on the issue of retirement with the further understanding that no employee will involuntarily suffer any reduction in her/his retirement benefit during the term of this Agreement.

#### **14.3.2. Public Employees Retirement System**

Contingent upon all classic employees actually and permanently contributing an additional 3.5% towards the employee's PERS contribution, (for a total of 7% retirement contribution), there shall be a permanent 3.5% base salary increase for all classifications covered by the K MOU, effective on the first full pay period following the Board of Supervisors approval of the tentative agreement.

If the County determines it is in a financial position to enhance retirement benefits, the County will meet and discuss such with SEIU Local 521.

#### **14.3.3. Peace Corp / VISTA**

Employees shall be eligible to buy back up to three (3) years of PERS Service Credit for Peace Corp and VISTA service. The cost of exercising this option by a qualifying employee shall be borne fully by the employee. The employee is responsible for the employee and employer cost plus interest, as determined by PERS.

#### **14.4 Employee Incentive Programs**

##### **A. Employee Referral Bonus Program**

Employees shall be eligible for the Employee Referral Bonus Program as provided in the Personnel Policies and Practices Resolution No. 98-394 (A.49.2)

##### **B. Deferred Compensation**

Permanent employees may participate in the County deferred compensation plan.

##### **C. State Disability Income Protection Plan**

It is agreed that unit employees shall be covered by the State Disability Income (SDI) Protection Plan at their expense. The SDI benefit will be integrated with County sick leave benefits.

<b>ARTICLE 15</b>	<b>HOLIDAYS</b>
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#### **15.1 Holidays Observed**

The days listed below shall be the only holidays observed during the term of this memorandum as legal holidays. No additional holidays may be established by past practice or custom; however, the County may authorize additional holidays by resolution of the Board of Supervisors. A holiday shall be equal to eight (8) hours for a full-time employee and pro-rated for part-time employees.

- January 1 - New Year's Day
- January 15 - Martin Luther King JR's Birthday
- Third Monday in February - President's Day
- Last Monday in May - Memorial Day
- July 4 - Independence Day
- First Monday in September - Labor Day
- November 11 - Veteran's Day
- Fourth Thursday in November - Thanksgiving
- Fourth Friday in November - Day after Thanksgiving
- December 25 - Christmas

If any of the above listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If one of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed. When December 24th actually falls on a Monday, Tuesday, Wednesday or Thursday, Christmas Eve shall be observed as a full County holiday. For those not working a Monday through Friday schedule, they will receive the same holiday benefits.

One floating holiday (equivalent to 8 hours for a full-time employee) per calendar year (before or by December 31 of each year) may be taken. This holiday will not carry over from year to year and no compensation will be paid for this unused holiday.

#### **15.2 Compensation for Holiday Day Worked**

Permanent full- and part-time, or seasonal employees who work on a holiday shall be paid for actual hours worked. In addition, the employee shall be entitled to compensatory time or pay for the observed holiday in accordance with Article 11.12. The choice shall be at the employee's



discretion, provided the employee indicates her/his choice in writing to management prior to working the holiday.

### **15.3 Holiday Standby Pay**

Department of Social Services employees shall receive Standby pay when on Standby on a holiday, in addition to the regular holiday pay.

### **15.4 Floating Holiday**

Consistent with County practices and rules regarding the use of floating holidays, the County agrees to provide one floating holiday for bargaining unit members in accordance with the terms and conditions afforded to other SEIU units. For employees at Natividad Medical Center, the floating holiday shall be kept separate from PTO.

One floating holiday (equivalent to 8 hours for a full-time employee and pro-rated for part-time employees) per calendar year may be taken before or by December 31 of each year. This holiday will not carry over from year to year and no compensation will be paid for this unused holiday.

### **15.5 Holidays- NMC Employees**

The County observes the holidays listed below. Unit employees at NMC shall receive holiday pay for any time worked on the actual calendar holiday even when it falls on a Saturday or Sunday.

In the event an employee works a 10 or 12 hour shift, a holiday is still equal to their normal work hours for a full-time employee and pro-rated for part-time employees.

Holidays:

- January 1-New Year's Day
- Third Monday in January -Dr. Martin Luther King Jr's Birthday
- Third Monday in February- President's Day
- Last Monday in May -Memorial Day
- July 4 -Independence Day
- First Monday in September- Labor Day
- November 11 -Veterans Day
- Fourth Thursday in November -Thanksgiving
- Fourth Friday in November -Day After Thanksgiving
- December 24\* Christmas Eve
- December 25- Christmas

\*When December 24th actually falls on a Monday, Tuesday, Wednesday or Thursday, Christmas Eve shall be observed as a full County observed holiday. For those not working a Monday through Friday schedule, they will receive the same holiday benefits.

All employees shall receive an equal number of holidays.

#### Natividad Medical Center

Staffing of County observed and the actual holiday at Natividad Medical Center shall be in the following order:

1. Volunteers in all units (need to submit request to work the holiday in accordance with the vacation request section of this MOU)
2. Regular full-time employees
3. Regular part-time employees (less than 0.8 FTE)

NMC shall post a holiday sign-up sheet in every department ninety (90) days prior to the holiday. Sixty (60) days prior to the holiday, management shall schedule volunteers and registry and per diems for the actual holiday. If management is unable to fill all shifts with volunteers, registry and per diems, regular part- and full-time employees shall be scheduled to work the actual holiday and the County observed holiday unless the employee waives his/her right to work both the observed and actual holiday.

All employees at Natividad Medical Center shall be paid one and one-half (1-1/2) times their base rate of pay for any hours worked on a regularly scheduled County holiday plus straight time compensation or straight time compensatory time off for the holiday.

### **15.6 Winter Recess**

In all three years of this Agreement, departments that are able to close (or Division(s) if entire Department is unable to close) between December 26 and December 31 shall close to minimize the County's carbon footprint. The determination for closure shall be made by the Department Head.

- a. Four paid days (which is equivalent to thirty-two [32] hours for a full-time employee) will be made available to Unit K employees to use during the Winter Recess.
- b. If a Department and/or Division is unable to close during this period, four paid days will be made available by December 23. Any time not used by December 23 of the following year, shall be forfeited.
- c. Any unit member not employed at the time the hours are loaded into the payroll system (in each applicable year) will not be eligible to receive Winter Recess hours for that year.
- d. Employees in unpaid leave of absence status as of this date shall also be entitled to these hours once the employee returns to active paid status.
- e. These days shall be scheduled in the same manner as vacation .
- f. No payment for unused Winter Recess time shall be permitted.
- g. Prorating: Employees shall receive Winter Recess time on a pro rata basis according to their FTE.
- h. Seasonal employees will have Winter Recess hours pro-rated on FTE and pay periods worked per year.

<b>ARTICLE 16 LEAVES</b>
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**16.1 Vacation Accrual Rates – Valid until transition to Annual Leave**

For employees appointed to a permanent or seasonal position, the following vacation schedule shall apply:

0-2 years of service	3.70 hours per pay period (12 days per year)
After 2 years of service	4.62 hours per pay period (15 days per year)
After 5 years of service	5.54 hours per pay period (18 days per year)

After 10 years of service	6.16 hours per pay period (20 days per year)
After 18 years of service	7.08 hours per pay period (23 days per year)
After 21 years of service	7.39 hours per pay period (24 days per year)
After 25 years of service	7.70 hours per pay period (25 days per year)

### **16.2 Vacation Accrual Maximum / Vacation Cash Out**

Unused vacation may be accumulated to a total of not more than three hundred (300) hours. Employees with two hundred hours of accrued vacation may cash out up to forty (40) hours in a calendar year.

### **16.3 Vacation Usage**

A vacation shall be taken in increments of not less than one-half (1/2) hour and at such time during the calendar year as may be approved by the appointing authority.

Employees currently not in Annual Leave shall convert to Annual Leave at the time of Board of Supervisors approval of this agreement. All current vacation accruals shall roll into Annual Leave. Any sick leave accrual banks will remain available for employees to use in a separate bank from Annual leave and shall no longer accrue time at the time of Annual Leave transition.

#### Eligible Employees:

Each full-time permanent and seasonal employee shall be eligible for Annual Leave under the provisions of this article. Part-time permanent employees shall be eligible for Annual Leave on a pro rata basis based on the employee's FTE of record.

#### Annual Leave Schedule:

For employees appointed to a permanent position, the following Annual Leave schedule shall apply:

Up to two (2) years:	22 days (6:47 hours per pay period)
More than two (2) years:	25 days (7:43 hours per pay period)
More than five (5) years:	28 days (8:38 hours per pay period)
More than ten (10) years:	30 days (9:14 hours per pay period)
More than eighteen (18) years:	33 days (10:10 hours per pay period)
More than twenty-one (21) years:	34 days (10:28 hours per pay period)
More than twenty-five (25) years:	35 days (10:47 hours per pay period)

#### Accrual Rate Limit:

A maximum of 390 hours of Annual Leave may be accrued.

#### Buy Back:

Employees in bargaining Unit K may continue to buy back vacation hours until transition of Annual Leave is complete. Upon approval of this agreement by the Board of Supervisors, the requirements outlined below will be applicable to Unit K.

Employees may receive a straight-time cash payment for up to forty (40) hours of Annual Leave per calendar year. This Annual Leave buy back shall be subject to the following requirements:

- Employees must have one (1) year of service;
- Annual Leave must be cashed out in increments of eight (8) hours no more than once per quarter in a calendar year;

- For buy back in 2014, the employee must have used eighty (80) hours of vacation during the previous calendar year and in subsequent years, eighty (80) hours of Annual Leave;
- The employee must have at least forty (40) hours of Annual Leave remaining after the cash out.

Annual Leave Usage:

Each appointing authority shall be responsible for scheduling the Annual Leave periods of his/her employees in such a manner as to achieve the most efficient functioning of the department or agency and of the County service. When unscheduled usage of Annual Leave occurs, verification of reason for absence may be required of the employee. Further, County may require medical certification or other substantiating evidence of illness for absences of three (3) consecutive scheduled work days for which sick time is sought.

Verification of sick time may be requested of employee within a reasonable amount of time before, during, or upon the employee's return to work.

Annual Leave shall be counted as hours worked for the purposes of determining overtime, with the exception of Annual Leave used for sick time.

Abuse or Inappropriate Use of Leave:

Medical certification for an absence of a single scheduled work day may be required if a pattern of abuse or excessive use of sick time exists.

**16.4 Paid Time Off- Natividad Medical Center**

Employees currently not in Paid Time Off (PTO) shall convert to PTO at the time of ratification of this agreement. All current vacation accruals shall roll into PTO. Any sick leave accrual banks will remain available for employees to use in a separate bank from PTO and shall no longer accrue time at the time of PTO transition.

**A. Paid Time Off Coverage:** Paid Time Off (PTO) shall apply to unit employees occupying permanent positions at Natividad Medical Center.

**B. Paid Time Off Defined:** Paid Time Off (PTO) is defined as a combination of all paid leave categories including Vacation, Holidays, Bereavement, Family and Personal Sick Leave.

PTO is established to allow the employee greater flexibility and control in the use of his/her leave package.

**C. Paid Time Off Accrual Rate:** Each permanent full-time employee at Natividad Medical Center in the unit shall earn PTO according to the following accrual schedule:

- 0-5 years of service 29 days per year (8.56 hours per pay period)
- After 5 to 10 years of service 34 days per year ( 10.28 hours per pay period)
- After 10 years of service 40 days per year (12.19 hours per pay period)

Permanent part-time employees shall accrue PTO benefits per hours based on FTE status.

**D. Adjustment in PTO Accrual Eligibility Date:** A leave of absence without pay by an employee that exceeds thirty (30) calendar days shall not constitute service for purposes of achieving the

time in service toward eligibility for PTO accrual rates. An employee's eligibility date for PTO accrual rates shall be advanced by the number of days of leave of absence in excess of thirty (30) days.

**E. Paid Time Off Accrual Balance Maximum:** The maximum PTO balance that is allowed is 400 hours.

**F. Paid Time Off Administration of Accrual Maximum (PTO):** When an employee is within two pay periods of exceeding their accrual maximum, management shall, at its option, schedule the employee for time off or pay hours at base rate of pay in lieu of time off.

**G. Paid Time Off Buy Back**

Employees with over one (1) year of service may sell back no more than once a quarter, to the County. A total of no more than one hundred (100) hours of paid time off leave shall be cashed out in any single calendar year if the following condition is met:

- The employee must have at least forty (40) hours of paid time off leave remaining after each quarterly "cash out".

**H. Paid Time Off Usage:**

**1. Pre-scheduled Usage:** Paid time off may be used upon prior request to and approval of management. Except where unforeseen circumstances prevent it, requests to use paid time off must be received no less than thirty (30) days prior to the release date of the department's schedule.

**2. Usage Rules for Employees with Sick Leave Balances**

Employees with sick leave balances may use accrued sick leave to cover absences due to personal illness or for any other reason for which sick leave was formerly used.

**3. Absences due to personal illness and family illness beyond the amount equal to one full shift of eight (8) hours or more shall be charged to sick leave balances if available.**

**I. Usage of Paid Time Off on Holidays:** Holiday falls on a regularly scheduled day to work and employee does not work - number of hours in employee's regular shift deducted from PTO. Holiday falls on a regularly scheduled day to work and employee works-no time is deducted from PTO bank. Employee is paid one and one-half (1 ½) of base rate for all hours worked.

At the employee's option, with concurrent written notice to the departmental payroll, an employee may deduct the number of hours in his/her regular shift from PTO and thus be paid at straight time for deducted hours in addition to holiday worked pay.

Holiday falls on scheduled day off and employee does not work, nothing is deducted since holidays are in PTO accrual rate.

Holiday falls on scheduled day off and employee works-no, deduction from PTO bank and employee one and one-half (1 ½) of base rate for all hours worked.

**J. Pay Off of Paid Time Off Upon Separation:** Upon termination of employment an employee shall be paid for any unused Paid Time Off at the employee's current rate of pay.

## **16.5 Education Leave**

Health Department employees, Social Workers, Eligibility Workers and Employment and Training Workers shall be granted paid leave for education purposes on a calendar year basis (January 1- December 31). Health Department employees, Social Workers, Eligibility Workers and Employment and Training Workers may take three (3) days (equivalent to 24 hours for a full-time employee) of Education Leave.

The employee shall give reasonable notice for the use of such Education Leave and approval shall not be unreasonable withheld.

Approval by the Appointing Authority for leave that is used for training or Education purposes shall not in any way be construed to imply that the costs of the education or training program shall be paid by the County or that the employee shall be eligible for tuition reimbursement.

Education Leave must be taken during the calendar year and no carryover to future calendar years is allowed. Education leave shall be scheduled in the same manner as vacation time. No payment for unused Education Leave time shall be permitted.

Employees hired or promoted into a unit job class that is eligible for Education Leave shall, on the first pay period concurrent with or following their date of hire, be credited a pro rata amount, to the nearest full our, of Education Leave based on the number of pay periods remaining in the calendar year. No less than eight (8) hours shall be credited. Part-time employees shall accrue Education Leave on a pro rata basis per hours paid in the ratio those hours bear to full time employment of eighty (80) hours, (e.g., hired at the beginning of the pay period No. 8: 26- 7= 19,  $19/26 \times 24 = 18$  hrs.).

### **16.5.1 Continuing Education**

The Social Services Department and Behavioral Health Division of the Health Department will make reasonable efforts to sponsor in-house continuing education courses sufficient to meet the continuing education requirements for the licensed classifications of Clinical Psychologist, Psychiatric Social Worker I/II, Senior Psychiatric Social Worker, Social Worker IV and Social Worker V, Crisis Intervention Specialist I.

### **16.5.2 Licensure Fees**

Bargaining Unit employees, who are not licensed in the State of California, and who are required to have a clinical license as a condition of employment, shall be reimbursed for initial license fees and any costs associated with obtaining the initial license, for a total lifetime employment cost not to exceed seven hundred fifty dollars (\$750).

## **16.6 Sick Leave Payoff**

Upon retirement or death an employee shall be paid for up to 500 hours of their accumulated sick leave.

An employee in lieu of cashing out 500 hours of sick leave upon retirement may convert up to 750 hours of their accumulated sick leave to the purchase of individual only health benefits under a County offered health plan.

## **16.7 Family Sick Leave**

Employees may also be granted use of accumulated sick leave by their appointing authority because of illness of the employee's father, mother, brother, sister, wife, husband, child, grandparent, or grandchild, eligible domestic partner or child of eligible domestic partner provided in the judgment of the appointing authority an emergency condition exists. In exceptional cases, such leave may be granted in the event of illness of an employee's father-in-law or mother-in-law, or father or mother of an employee's eligible domestic partner, when it can be demonstrated that a bona fide illness exists which warrants the employee's personal attendance during her/his normally scheduled working hours.

The appointing authority may require a physician's certificate or other substantiating evidence that such illness of one of the above listed family members exists.

This provision shall be applied in accordance with the Family Medical Leave Act and all other applicable State and Federal laws.

## **16.8 California Kin Care Law**

Pursuant to the California Kin Care Law (California Labor Code Section 233), effective January 1, 2000, permanent and seasonal employees shall be entitled to use up to one-half of the employee's accrued sick leave days in any calendar year for the illness of an employee's child, parent, spouse, eligible domestic partner or child of a domestic partner. The appointing authority may require a physician's certificate or other substantiating evidence that such illness exists.

## **16.9 Parental Leave / Maternity Leave**

### **A. Maternity:**

Normal pregnancy and/or complications arising from pregnancy shall be considered an illness and shall be included within the provisions of this Section. An employee shall be eligible for leave of absence without pay for maternity leave of up to six months regardless of whether or not said employee has used all accrued sick and vacation leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay.

### **B. Other Parental Leave:**

A unit employee may request a leave of absence without pay in addition to any vacation or sick leave taken in the event of the birth of a son or daughter or the adoption of a son or daughter or foster child. Medical certification may be required in conjunction with a family leave, except for leaves taken for baby bonding.

Said leave shall:

- Be provided under, and in compliance with the California Family Rights Act and the Family Medical Leave Act.
- Be granted for no more than twelve (12) weeks in a twelve (12) month period.
- Be granted, if eligible, and upon request, for less than two weeks duration on any two occasions within one year of the birth of the child, or one year from the date the child was placed with the employee for adoption or foster care.
- Be granted to no more than one (1) employee as a result of the same birth or adoption.
- Be granted, if eligible, intermittently within a 12-month period, and within one year from the date of birth or placement, in leave increments limited to the shortest period that the payroll system uses to account for absences or use of leave.

Said leave shall be approved in accordance with the provisions for approval of other types of leave of absence without pay.

**16.10 Sick Leave Usage- Valid Until Transition to Annual Leave or PTO**

Employees hired after October 24, 1986 shall earn sick leave at the rate of approximately ten (10) days per year.

For non-exempt employees, sick leave shall be taken in increments of not less than one-quarter (1/4) hour. Sick leave with pay may be granted by the appointing authority in case of bona fide illness of an employee. Within business needs, the County will reasonably release an employee to use their accumulated sick leave for medically related appointments for themselves and their family as defined in 15.5

An appointing authority or the County Administrative Officer may require evidence as to the adequacy of the reason for an employee's absence during the time for which sick leave is requested only if there appears to be a pattern of sick leave abuse.

**Exempt:**

For exempt employees, this shall mean that increments of less than a full day of sick time will not be deducted from any leave balance.

**16.11 Bereavement Leave**

Use of any accumulated leave balances shall be granted by the Appointing Authority because of the death of a member of the employee's immediate family. 'Immediate family' shall mean the father, mother, brother, sister, spouse, child, foster child, grandparent, grandchild, eligible domestic partner, child of eligible domestic partner, father-in-law, mother-in-law, daughter-in-law, son-in-law, step parent, step daughter, step son, step brother or step sister. Such absence by the employee shall be limited to ten (10) working days per occurrence. Any leave used for bereavement shall not be counted as part of the overtime calculation.

It is the intent of the County to attempt to accommodate newly hired employees who have not accumulated leave balances and are faced with death of an immediate family member as defined above.

As of condition of granting leave for bereavement purposes, the Appointing Authority may request verification of the loss.

**16.12 Military Leave**

Employees shall be eligible under the County Military Leave Policy. *(Questions regarding this policy and any revised versions should be directed to the Military and Veterans Affairs Department).*

<b>ARTICLE 17      LAYOFF PROCEDURE</b>
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**17.1 Policy**

The County may lay off an employee because of lack of work, lack of funds, material change in duties or organization or in the interest of economy or causes outside the County's direct control.

Departments and employees required to be covered by other layoff procedures; i.e., Local Agency Personnel Standards, State Merit System for the Department of Social Services, or Anti-Recession Federal Regulations, shall be governed by those procedures.



Nothing in this policy shall preclude management, with the agreement of affected employees, from implementing a County Administrative Officer approved job sharing and/or part time work plan as an alternative to layoff. The County shall inform the Union regarding any planned reduction in force or layoffs which will affect unit employees.

If the proposed layoffs are due to lack of funds, the County shall contact the Union and offer to discuss the possible reduction and to invite suggestions for possible cost saving alternatives to layoffs. If alternatives to layoffs are not developed by the time the department determines a layoff should occur, the procedure outlined in this Article will be followed.

### **17.2 Seniority Defined**

Seniority is defined as length of continuous service in a class series (as determined by the County personnel records) while occupying a permanent position (s) within the County department. Continuous service for purposes of ranking for layoff shall be defined to include work related injury leave up to one (1) year.

### **17.3 Order of Layoff**

Layoff will be determined within County departments, not the County as a whole. In the event of a reduction in force in a department, the Department Head shall designate the classes and positions to be eliminated.

When one (1) or more workers performing in the same class series in a County Department are to be laid off, the order of layoff in the affected department shall be as follows:

1. Temporary employees in inverse order of seniority,
2. Probationary new employees (excluding promotional probationary employees) in inverse order of seniority,
3. Seasonal employees in inverse order of seniority,
4. Permanent employees in inverse order of seniority within a class.

The County shall be required to layoff only by the above order of layoff unless it can be demonstrated that a particular employee possesses 1) special skills or training or abilities essential to the functioning of the county, or 2) a past job performance or disciplinary record that would justify an alternative ranking, or 3) an employee may be subject to disparate treatment because of the layoff order.

### **17.4 Natividad Medical Center-Temporary Status Option**

A permanent employee of Natividad Medical Center subject to layoff shall be entitled to assume temporary employee status in lieu of layoff provided the employee is qualified to assume the duties and responsibilities of an existing temporary position and class. No new temporary positions shall be created for the sole purpose of eliminating permanent employees.

### **17.5 Ranking in Previous Classes**

A permanent employee may elect to be ranked with employees in any class with the same or lower salary in which the employee has served in permanent status in county service. An employee must notify her/his appointing authority within two (2) days after receipt of written notice of layoff of election of this option except if the second (2<sup>nd</sup>) day following notice of layoff is not a regularly scheduled work day, the employee may give notice on the next work day.

The definition of rank provided in this Section shall apply to the determination of rank for employees electing to be ranked for such classes.

### **17.6 Notice of Layoff**

Workers subject to the provisions of this Article shall be given at least twenty one (21) working days written notice prior to the effective date of layoff unless delay results from consideration of demotion under the provisions of Section 15.8 – *Demotion in Lieu of Layoff*. Written notice of layoff will be delivered in person or by the United States Postal Service to the employee's latest address on file with the County. The notice shall include: reason for layoff, effective date of action, a reference to the provisions governing reemployment, and notice that employment counseling is available. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss the circumstances requiring the layoff and any proposed alternatives.

### **17.7 Transfer in Lieu of Layoff**

In the event of notice of layoff, any worker so affected will be allowed to request a transfer to a vacant position in the same classification in any County Department/Agency.

### **17.8 Demotion in Lieu of Layoff**

In lieu of layoff, the Department Head may offer a permanent employee a demotion to any class for which the employee is qualified and vacancies exist. Employees demoted in lieu of layoff pursuant to this paragraph shall not be eligible for the "Y" rating procedure except as allowed in LAPS-State Merit System Rules. An employee who accepts a demotion in lieu of layoff shall have the right to his or her former class when an opening occurs and his or her seniority ranking warrants recall subject to the provisions of Section 15.9 – *Recall Lists*.

### **17.9 Recall Lists**

The names of persons laid off under these procedures shall be placed on a departmental recall list for the class from which the employee was laid off for a period of one (1) year from the date of layoff. When filling any position, an appointing authority shall recall laid off employees from the departmental recall list for the class of the position in inverse order of layoff. During the one (1) year recall period, no new employee shall be hired nor shall any employee be promoted to a class from which layoffs have occurred until all employees on the departmental recall list in that class have had the opportunity to return to work.

However, when the best interest of the County requires an employee with demonstrated special qualifications, skill or training, or for equal opportunity considerations, the appointing authority may make an exception to the above order of recall in order to appoint said employee. The Union shall receive written notice of such plan.

If a worker on the recall list fails to respond to an interview or to accept offered employment, the employee's name will be removed from the departmental recall list. Such notice of interview or offer shall be sent to the worker's most current address on file with the County.

Every employee given notice of layoff may request employment counseling and evaluation in order to determine those job classes within the County for which the employee meets employment eligibility requirements and desires to be considered for employment from a Preferred Eligible List. Such counseling and evaluation shall be available by appointment in order of request. Following the counseling and evaluation, laid off employee's name shall be placed on a Preferred Eligible List for each class designated as a result of the counseling and

evaluation. When the Human Resources Division receives a request to refer applicants to a department for a vacant position in a class for which there exists a Preferred Eligible List, the laid off employee on the list shall be considered for employment prior to any job applicant. A competitive job related selection process may be used to determine the order in which laid off employees on a Preferred Eligible List for a class will be referred for an interview.

A laid off employee may be removed from the Department Recall List or a Preferred Eligible List for any of the following reasons:

- The expiration of one (1) year from the date of layoff.
- Reemployment within the County.
- Failure to accept employment or report to work.
- Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with the County.
- Failure to respond within seven (7) calendar days to a communication regarding availability of employment.
- Request in writing by the laid off employee to be removed from the list.

#### **17.10 Status of Employees Reemployed from a Preferred Eligible List**

Employees who are re-employed from a preferred eligible list shall serve a new probationary period, and otherwise be treated as a new employee with the following exceptions:

Former employees who are hired from a preferred eligible list shall be entitled to:

- A. Placement at up to the highest step in the class into which they are hired provided that the salary upon rehire does not exceed the salary the employee was receiving at the time of layoff,
- B. Reinstatement of credit for service (ranking) as of the date of separation from County services,
- C. Credit for all prior service for the purpose of determining vacation and sick leave accrual rates, and
- D. Restoration of any sick leave balance credited to the employee's account on the date of layoff.

#### **17.11 Restoration of Benefit for Recalled Employees**

Any employee who has been laid off and is hired from a departmental recall list under the terms of this Article within one (1) year from the date of layoff shall be entitled to:

- A. Restoration of permanent status for employees who are rehired from a departmental recall list and class from which they were laid off, and who have completed their probationary period. For employees who have not completed their probationary period, credit for that portion which has been completed shall be given if rehired from a departmental recall list.
- B. Restoration of all sick leave credited to the employee's account at the time she/he was laid off date of layoff
- C. Credit for all prior service for the purpose of determining vacation accrual rates.
- D. Placement in the same step of the salary range the employee held at the time of the layoff.

E. Reinstatement of credit for service time (ranking) as of the date of layoff.

### **17.12 Insurance Coverage**

Each permanent employee who is enrolled in a County offered health plan at the time of layoff who: 1) is laid off subject to the provisions of this Agreement, and 2) enrolls in the health plan conversion plan, shall be issued a county warrant made payable to said employee and the County offered health plan in an amount equal to two (2) times the employee only premium at the time of layoff. The above does not apply to employees who retire coincidental to their layoff.

### **17.13 Appeal Procedures**

Neither the provisions of this Article, nor their application shall be subject to any appeal or grievance procedure, except as provided below.

An employee directly affected by the operation of this policy may, within five (5) working days after a notice of layoff is received, request a meeting with a Department Head or the Department Head's designated representative to review the application of the policy as it affects the employee's status. The employee may be accompanied by a representative of the Union.

The Union, and only the Union, after making an attempt to resolve the matter informally, may within seven (7) days of the date of an alleged violation of this policy file a grievance for final consideration and determination at the Department Head level in accordance with the provisions of the grievance procedure in effect between the County and the Union. A grievance filed in accordance with this paragraph shall not be subject to the *Grievance Procedure-Grievance Procedure Steps*, Step 4 – *Grievance Arbitration* provision of this Memorandum of Understanding.

## **ARTICLE 18      TRANSFER POLICY**

### **18.1 Voluntary Transfer:**

A permanent employee who is not on probationary status and who wishes to be considered for a transfer to another position in the same classification within the Department shall notify the Department Human Resources Division in writing stating their specific transfer request and the reasons therefore. Such requests shall be considered based on, but not limited to, the following: hardship, staffing needs and date received. Upon request, the union shall be granted an opportunity to discuss voluntary transfer prioritization. Management shall acknowledge the request for transfer by notifying the employee of the status of her/his request within two (2) weeks. An employee who has been involuntarily transferred shall, upon request for voluntary transfer, receive first consideration.

### **18.2 Involuntary Transfer:**

In cases where the administrative needs of the department requires the involuntary transfer of an employee from one work site to another, the department shall first consider requests for voluntary transfer already received. If a voluntary transfer is not available, management may exercise its right to make an involuntary transfer. In such cases, management will attempt to give the affected employee ten (10) working days notice. Upon written notice of the employee to the department Human Resources Division, management shall: 1) make a reasonable effort to return employees who have been transferred between the Salinas, Peninsula, and South County areas to their original work site as soon as administratively feasible, and 2) give employees who have been transferred within the Salinas, Peninsula and South County areas first consideration in returning to her/his original work site.

This subsection is limited to physical transfers from one work site to another and does not affect assignment transfers.

## **ARTICLE 19      GRIEVANCE PROCEDURE**

The County and the Union recognize early settlement of grievances is essential to sound worker-employer relations. The parties seek to establish a mutually satisfactory method for the resolution of grievances of workers or the Union. There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

### **19.1 Grievance Defined**

A grievance is defined as a dispute over the interpretation or application of this Memorandum of Understanding by an employee or group of employees adversely affected thereby, but shall not include the following:

- A.** Disciplinary actions as defined herein which shall be subject to appeal through the procedure Contained in this Agreement for the appeal of disciplinary actions;
- B.** Complaints regarding Affirmative Action, Occupational Health and Safety, Workers' Compensation or discrimination complaints based on age, race, color, religion, sex, national origin, marital status, ancestry, handicap or sexual orientation or the applicable procedures for such complaints;
- C.** The exercise of any County rights as specified in this Memorandum, so long as the exercise of such rights does not conflict with other provisions of this Agreement;
- D.** Any impasse or dispute in the meeting and conferring process, or any matter within the scope of representation;
- E.** Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreements.

The Union shall be entitled to file a grievance on behalf of an employee or group of employees adversely affected by a grievable matter.

The Union may file a grievance on its own behalf only on those matters which pertain to the rights of the Union as an organization as specified in Article 4 of this Agreement.

### **19.2 Limited Grievance Procedure Application**

An employee shall be entitled to file a grievance which alleges that the County has failed to provide a specific condition of employment which is established by the Personnel Policies & Practices Resolution provided that the enjoyment of such right is not made subject to the discretion of the department head or the County, and provided further that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504. Such limited grievances may not be appealed to arbitration.

### **19.3 No Discrimination**

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

#### **19.4 Time Limits**

The time limits set forth herein are essential to the grievance procedure and shall be strictly observed. The time limits may be extended by agreement of the parties; however, any such extension must be confirmed in writing or in email.

The grievant has the right to promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

Failure of the aggrieved employee to file an appeal within the prescribed time limits for any step of the procedure shall constitute abandonment of the grievance.

#### **19.5 Grievance Procedure Steps**

##### ***Step 1 Discussion with Immediate Supervisor***

**A.** The grievant shall first discuss the grievance informally with his/her immediate supervisor, or in his/her absence, the next level manager. The discussion shall be held within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant. In no event shall any grievance be accepted for consideration more than six (6) months from the date of the action causing the grievance, regardless of the date the action became known to the grievant. Where mutually agreed by the County and the Union, grievances involving more than one grievant may be filed directly at Step 2.

**B.** Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall verbally respond to the grievant within five (5) working days of the informal discussion between the grievant and supervisor.

##### ***Step 2 Formal Written Grievance***

**A.** In the event the employee believes the grievance has not been satisfactorily resolved, the employee or the union representative shall submit the grievance in writing to the department head within ten (10) working days after receipt of the immediate supervisor's verbal response. One (1) copy of the grievance shall be filed with departmental Human Resources and County Labor Relations. Such written grievance shall:

1. Fully describe the grievance and how the employee(s) was/were adversely affected;
2. Set forth the section(s) of the Memorandum of Understanding, allegedly violated;
3. Indicate the date(s) of the incident(s) grieved;
4. Specify the remedy or solution to the grievance sought by the employee(s);
5. Identify the grievant;
6. Identify the person, if any, chosen by the grievant to be his/her representative.

**B.** No modifications in the basic violation being alleged pursuant to this grievance procedure shall be made subsequent to filing of a grievance unless mutually agreed to by both the County and the grievant or the grievant's representative. However, corrections in citations or other clarifying amendments can be made at any time by the grievant or the grievant's representative.

The department head or his/her designee shall hold a meeting with the grievant within seven (7) working days of the receipt of the appeal. The department head or his/her designee shall deliver his/her written decision to the grievant and/or his/her representative with three (3) working days of the date of the grievance meeting. The department head's or his/her designee's decision shall

include the reasons on which the decision is based and the remedy or correction which has been offered, if any, to the grievant.

***Step 3 Human Resources Director / Mediation***

**A.** If a grievance is not settled at Step 2 of the procedure, the grievance may be appealed, in writing to the Human Resources Director or his/her designee within ten (10) working days from the receipt of the department head's or his/her designee's written decision.

Said grievance appeal must specifically set forth the reason the answer(s) previously provided by management is/are not satisfactory.

**B.** The Human Resources Director or his/her designee shall hold a meeting with the grievant within seven (7) working days of the receipt of the appeal.

The Human Resources Director or his/her designee shall deliver his/her written decision within ten (10) working days of the date of the meeting.

**C.** In the event a represented employee chooses to waive a hearing by the Human Resources Director or his/her designee, the Union on behalf of the employee shall, within the ten (10) day appeal period, make a written request to the Human Resources Director or his/her designee to seek within ten (10) working days the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of the Union and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at the subsequent hearing.

If the grievance is not resolved through mediation, the Human Resources Director or his/her designee shall issue a written decision.

***Step 4 Arbitration***

**A.** If a grievance is not settled at Step 3 of the procedure, the Union and only the Union may appeal the grievance in writing to the County Administrative Officer within ten (10) working days from the receipt of the Human Resources Director's or his/her designee's written decision.

**B.** The parties shall select a mutually acceptable arbitrator. The fees and expenses of the arbitrator; the transcript for the arbitrator; and the court reporter shall be shared equally by the parties, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

**C.** The decision of an arbitrator shall be final and binding upon the parties but shall not add to, subtract from, nor otherwise modify the terms and conditions of this Agreement.

**D.** The parties expressly agree that the term of this section shall expire as of the expiration date of this contract and that the status quo shall revert to a situation where there is no arbitration of grievances that occur after the expiration date of this agreement until or unless the Board of Supervisors approves a successor agreement.

### **19.6 Notice of Meetings**

The County and the grievant or the grievant's representative shall be responsible for giving notice of meetings and conferences to their representative parties at least twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.

### **19.7 Representation**

A. The employee has the right to the assistance of one (1) employee representative/job steward in addition to a staff representative of the Union in the preparation and/or presentation of his/her grievance in Steps 1 through 4 of this procedure provided, however, that supervisory employees shall not represent nonsupervisory employees.

B. An employee is also entitled to represent him/herself individually at any step of the grievance procedure, except in the arbitration procedure outlined in this Agreement.

Only the Union may file for arbitration of a grievance.

C. A grievant may not change his/her designation of representative organization during the processing of a grievance, except by mutual agreement of the parties.

D. If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present in such a meeting.

### **19.8 Grievance Withdrawal**

The grievant and his/her representative may withdraw the grievance at any stage of the grievance procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Human Resources Department.

### **19.9 Grievance Resolution**

If a grievance is resolved at Step 2 or 3 in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated. If the employee has been represented by the Union at the Step of the procedure at which a resolution is reached, the Union representative shall also sign the appropriate document acknowledging that the employee has accepted the resolution.

Decisions on grievances where an employee represents him/herself shall not be considered precedent setting or binding with regard to any future grievances filed with respect to the same or similar matters.

### **19.10 Consolidation**

The County may consolidate grievances, where, in its discretion, the grievances present substantially similar issues.

The Union may file group grievances at the second step of the grievance procedure within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievants by listing each person who claims to be adversely affected, unless the grievance covers the entire bargaining unit(s) and all other data required in this article.

If a grievance involves multiple employees within the same unit/department with the same supervisor, the grievance shall start at step one (1).



### **19.11 Processing Grievances**

The grievant shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances, subject to the following:

**A.** Neither a grievant nor a grievant's representative who is a county employee shall suffer any lost pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.

**B.** A grievant or a grievant's representative shall notify their supervisor as soon as possible of scheduled grievance hearings and of any changes in the time or date of scheduled hearings in which they must participate.

**C.** In no event shall a grievant be represented by more than one county employee at the grievance hearings. The County shall not incur any cost for Union Shop Stewards to participate as an observer for training purposes, including labor cost. Shop Stewards may request, Annual Leave, Floating Holiday, compensatory time, Eco time, or PTO to participate as an observer. Should use of such time result in overtime to the department, use of said time will not be allowed.

**D.** Employees shall suffer not loss of pay for testifying as a witness at a grievance proceeding.

**E.** Grievances may, by mutual agreement, be referred back for further consideration or discussion at a prior step, or be advanced to a higher step of the grievance procedure.

<b>ARTICLE 20      WORKLOAD</b>
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#### **20.1 Target**

##### **20.1.1. Target Figures**

The County will make a reasonable effort to keep public assistance caseloads at the State or County target. Should ongoing caseloads exceed ten percent (10%) of the State or County target for three consecutive months, it is the County's intent to continue its joint efforts with the Union to reduce excessive caseloads. Such efforts may include but are not limited to hiring staff to fill County allocated positions, redistributing cases to other workers, assigning cases to non-caseload carrying workers and use of overtime and compensatory time. In other program areas, the County will make good faith efforts to maintain reasonable caseloads.

##### **20.1.2. Distribution of Monolingual Non-English Cases**

The County's intent is to first assign monolingual non-English cases to certified bilingual workers. If there are insufficient certified bilingual workers to meet the need, all other monolingual non-English cases will equitably distributed to monolingual English speaking workers. It is the County's intent to be proactive and use good faith efforts in providing monolingual English speaking workers carrying monolingual non-English cases with resources for translation and translation services. In addition, reasonable efforts shall be made to maintain bilingual worker caseloads equal to monolingual worker caseloads.

In County departments where work is assigned according to specialized functions within program, i.e. referrals or assessments, the County intent shall be to equitably distribute the work

assignments for bilingual workers and their monolingual peers. These efforts shall include but will not be limited to cross-training, use of overtime and translators.

### **20.1.3. Transfer opportunities for bilingual workers**

It is the County's intent to honor qualified transfer requests of bilingual workers for transfer to other units within their respective departments while recognizing customer needs. Where an evaluation of customer needs indicates a transfer is not immediately possible, the employee's request will remain active and be periodically reviewed. (*Consult your Department HR Division.*)

### **20.2 Mitigating Factor**

The County will acknowledge as a mitigating factor in any discipline of any employee for poor casework performance, the fact that such employee's work load may have exceeded the caseload allocation factors.

For Eligibility Workers, "meeting standards" shall be based on 100% of the caseload allocation factors. Caseloads exceeding 100% fall into the category of "mitigating factors", as stated above.

### **20.3 Joint Quality Service Forum Committee (JQSFC)**

The County and SEIU Local 521 remain committed to work together in partnership to ensure the Department of Social Services and the Department of Health and its workers represented in this bargaining unit provide quality services to the community in a culturally competent and relevant manner which also addresses the needs of the workforce providing the services.

The JQSFC of DSS and the JQSFC of the Behavioral Health Bureau of the Health Department shall each meet quarterly or as otherwise mutually agreed by the parties. The work of these separate committees may include, but is not limited to: review of workload issues and quality work environment for the employees; issues conducive to reducing errors, increasing effectiveness and improving customer services; establishing a regular, vested workforce by minimizing the use of temporary workers to the extent possible; addressing issues of cultural competence and relevance for the workers and the public; and legislative review efforts.

The Union shall remain involved in ongoing service initiatives, and subsequently be invited to participate as one of the County's many recognized stakeholders in the planning, design and implementation of any new initiatives from the onset. Examples of such initiatives include C4, Family to Family, etc.

Joint recommendations from established workload meetings to the DSS Department Head, where appropriate, shall be made by the full committee and the Department Head will respond to committee reports within forty-five (45) days of said recommendations.

Directors of Health and DSS will attend their respective JQSFC meeting once per year or as otherwise mutually agreed by the Department Head and the Committee.

### **20.4 Non-Grievable**

Neither the recommendations of the above committee nor actions taken thereon shall be subject to the grievance procedure.

## **20.5 Mental Health Services Act**

The Union supports the vision of the Mental Health Services Act and appreciates the emphasis on prevention, early intervention and voluntary services. Both the County and the Union recognize the shared values in the transformation of the mental health system. In recognition of this, the County will include the Union as a community stakeholder in the planning, design and implementation of the Mental Health Services Act.

## **ARTICLE 21 HEALTH AND SAFETY**

**A.** The Union shall be entitled to appoint up to two (2) representatives to the Social Service and Health Department, Health and Safety Committees for the term of this Agreement.

**B.** Employees shall have the right to file notice of unsafe conditions with the Department Head for review and response within fifteen (15) calendar days. The action to be taken shall be at the sole discretion of the Department Head. Only the timeliness of the response may be grieved.

**C.** In order to promote a healthy and safe work environment, when computers are introduced into an employee's work station in the Department of Social Services, Health Department and Natividad Medical Center she/he shall receive training in the proper use of such equipment, including instruction on how to prevent carpal tunnel syndrome and any other health risks as they become known (e.g. the effects of computer work on pregnancy). Each computer shall be maintained by qualified personnel as often as necessary to assure proper working conditions in relation to health and safety.

Computers shall be fitted with glare screens as necessary, dependent on the state of computer technology. Dependent on the technology and office setting at the time of installation, appropriate seating arrangements shall be made and work stations shall be ergonomically configured as much as possible to prevent injuries.

**D.** Employees will be allowed to break from computer work and do other tasks for fifteen (15) minutes after two (2) hours of computer work.

**E.** No retaliation to the worker shall occur as a result of requesting an ergonomic evaluation of their workstation or common work areas. Under no circumstances will there be retaliation, harassment or intimidation of a worker for reporting health and safety hazards to Cal OSHA.

**F.** The County and the Union are mutually interested in preventing worksite injuries as evidenced by Union representation on the County's Workers' Compensation Advisory Committee.

## **ARTICLE 22 PERSONAL PROPERTY REIMBURSEMENT**

**A.** Whenever an employee engaged in assigned official duties on behalf of the County sustains a loss of personal property, through no fault of the employee, that employee shall be eligible for reimbursement for such personal property.

**B.** A request for reimbursement must be submitted by claim to the appointing authority no later than thirty (30) days from the date of loss. Management shall review the claim and if circumstances warrant, reimbursement shall be made.

C. Claims based on cash losses or losses due to lost or stolen credit cards shall not be considered.

D. Claims based upon damage to automobiles may be considered under the provisions of this Section:

1. The provisions of Paragraphs "A" and "B" of this Article must be satisfied.
2. The employee shall provide the County with a certificate naming the County as an additional insured on their automobile insurance policy as of the date the employee sustained the loss to her/his automobile.
3. Reimbursement will be limited to Two Hundred Dollars (\$200) and will be made only upon the presentation of an invoice for work completed along with evidence of the required insurance coverage.
4. The damage must have occurred while the employee was actually using the automobile on authorized County business away from the employee's work place.

E. No reimbursement shall be granted for losses covered by some other source, insurance policy or agency.

F. A maximum limit of Two Hundred Dollars (\$200) per incident shall apply to all claims for reimbursement.

G. No claims for reimbursement for items having a present value of less than Ten Dollars (\$10) shall be considered.

<b>ARTICLE 23      EXPENSE</b>
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In addition to the mileage allowance provided for in the preceding Article, an employee of the County is entitled to receive reimbursement for her/his actual and necessary expenses for other transportation and for meals, lodging and incidentals incurred as a result of being assigned as part of her/his official duties either to:

- A. Work excessively long hours away from regularly established headquarters;
- B. Work at a project location sufficiently distant from regularly established headquarters to require overnight lodging or is required in performance of official duties to attend a meeting in which a meal is served;
- C. Travel away from established headquarters on very limited notification; or to
- D. Attend a school, convention or meeting away from established headquarters.

An employee shall not receive meal expense for attending meetings or training within Monterey County.

The Auditor-Controller is directed to allow the foregoing expenses upon the filing of a proper claim by the employee, approved by the employee's Department Head or her/his designee. Notwithstanding the foregoing, all such travel by County employees to destinations outside the state of California shall also require the prior approval of the Board of Supervisors. Upon authorization of the Department Head or the Administrative Officer, the Auditor-Controller shall pay an employee a travel advance not to exceed seventy-five percent (75%) of the estimated reimbursable expenses as approved by the Department Head.

## **ARTICLE 24 PRIVATE WORK**

### **24.1 Prior Consent**

An employee who wishes to engage in any occupation or outside activity for compensation shall first inform her/his appointing authority in writing of the time required and of the nature of such activity and obtain prior consent of her/his appointing authority. The appointing authority shall notify the employee of her/his decision in writing within ten (10) calendar days.

### **24.2 Department Head Discretion**

Approval of private "outside" work shall be at the discretion of the Department Head. Disapproval of such requests for outside work shall be only when it is incompatible with her/his employment by the County and not be for arbitrary, capricious or discriminatory reasons.

### **24.3 Violation of Conditions**

An employee who engages in any outside occupation or activity which has not been previously approved by the appointing authority or which violates the condition of such approval, may be subject to disciplinary action up to and including dismissal.

### **24.4 Restrictions on Private Work**

Outside private work which is related to the employee's regular work may be allowed by the Department Head subject to the following conditions: Employees who do financial screening may not refer applicants to the outside practice of a County employee, and County employees may not refer patients from a County service to the outside practice of other County employees or to their own private practice.

## **ARTICLE 25 CONTRACTING OUT**

In the event the County of Monterey, Department of Social Services, Health Department, NMC or Department of Military and Veterans Affairs intends to contract out work presently performed by Unit employees, the Union shall be notified in writing thirty (30) days prior to the effective date of such action. Furthermore, the County and Union shall meet and discuss the impact on present employees.

This Article shall not be subject to the grievance procedure.

## **ARTICLE 26 SEPARABILITY**

If any section, subsection, paragraph, clause or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

In the event any provision herein, as it may apply to any employee of the county subject to section 19800 of the California Government Code, is determined by the State Personnel Board to be in conflict with Local Agency Personnel Standards, then to this extent such Local Agency Personnel Standards shall supersede and control over the provisions of this Memorandum of Understanding.

## **ARTICLE 27 COUNTY RIGHTS**

Except as limited by this Memorandum, the County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: determine the standards of services to be offered by the County; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the County services are to be conducted; determine job classifications of employees; exercise control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. All the rights, responsibilities and prerogatives that are inherent in the county by virtue of statutory and charter provisions, cannot be subject to any grievance or arbitration proceeding.

## **ARTICLE 28 CONCERTED ACTIVITIES**

The parties to this Agreement recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety and general welfare of the residents of the County of Monterey. Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the Union take part in any strike, sit-down, stay-in, sick-out, slowdown, or picketing (hereinafter collectively referred to as work stoppage), in any office or department of the County, nor to curtail any work or restrict any production or interfere with any operation of the County. In the event of any such work stoppage by any member of the Bargaining Unit, the County shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage, during the term of this Agreement, whether by the Union or by any member of the Bargaining Unit, the union by its officers or representatives shall immediately declare that such work stoppage is illegal and unauthorized and further direct its members to cease the said conduct and resume work. Such notice shall be served upon the county. In the event of any work stoppage, the union promptly and in good faith performs the obligations of this paragraph and providing the union had not otherwise authorized such work stoppage, the union shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in or gives leadership to, any work stoppage activity herein prohibited and the county shall also have the right to seek full legal redress, including damages, as against any such employee.

The County agrees to not illegally lockout an employee.

## **ARTICLE 29 FULL UNDERSTANDING, MODIFICATION, WAIVER**

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing matters within the scope of representation under the Meyers-Milias-Brown Act, which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process, shall continue without change unless modified subject to the meet and confer process. The County assures the Union that unless changes are warranted by operational

necessity it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

Except as specifically provided in paragraph 2 above, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the County's Board of Supervisors.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

This Social Services Memorandum of Understanding, term July 1, 2013 through June 30, 2016 is agreed to:

FOR SEIU LOCAL 521:

FOR MONTEREY COUNTY:

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