

**MEMORANDUM  
OF  
UNDERSTANDING**  
*Between*  
**County of Monterey**  
*And*  
**SERVICE EMPLOYEES  
INTERNATIONAL UNION (SEIU)  
LOCAL 521**  
***Bargaining Units F, H, J, K and  
Temporary Employees (in SEIU  
classifications)***

**July 1, 2019 through June 30, 2021**



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# MASTER CONTRACT

## ARTICLE 1 PARTIES

This Agreement is made and entered into between the County of Monterey (herein called the “County”), and the Service Employees International Union, Local 521 CTW-CLC (herein called the “Union”) and/or its designee and pursuant to Government Code Section 3500 et seq.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by the act of providing the appropriate legislation shall not become effective until the effective date of such action.

## ARTICLE 2 TERM

The term of this Memorandum of Understanding is from July 1, 2019 to June 30, 2021 when said Memorandum shall expire and be of no further force or effect.

## ARTICLE 3 RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for all permanent and seasonal employees in classifications in Units F, H, J, K and temporary employees (in SEIU classifications).

County temporary employees serving in job classifications for which “permanent”/regular employees would be represented in SEIU Units F, H, J and K, are represented by the Union and are not governed by the provisions of this “Master Contract” except as set forth specifically in the attached Appendix E.

### 3.1 Relationship Affirmation

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

This Section shall not be subject to the grievance procedure.

### 3.2 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.

### **3.3 SEIU Local 521 Values**

- We stand for economic and social justice.
- We stand for having a voice on the job and in society.
- We stand for a secure job with the opportunity to advance.
- We stand for dignity and respect.
- We stand united.

### **3.4 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, are 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 4 NON-DISCRIMINATION**

The County and Union agree that persons employed by or applying for employment with the County shall not be discriminated against because of race, color, ethnic group, national origin (including language use restrictions), ancestry, religious creed, sex (includes childbirth and pregnancy), genetic information, gender (including identity and expression), disability (physical and mental, including HIV and AIDS), sexual orientation, age (40 and over), veteran's status, medical condition (cancer or genetic characteristics), political affiliation, Union membership or any other trait protected by city or county ordinance or state and federal law.

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

The Union and the County agree to support the Equal Opportunity Program established by the County and that there shall be no discrimination within their respective organizations because of race, creed, sex, sexual orientation, color, national origin, age, disability or political belief and/or affiliation.

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

Complaints based on protected traits described above 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. In addition,

a bargaining unit employee has a right to file a complaint directly with the Department of Fair Employment and Housing (DFEH).

Discrimination complaints based on Union membership and/or activity shall continue to be subject to the grievance procedure and arbitration.

## **ARTICLE 5 UNION RIGHTS**

### **5.1 Representation**

The Union has the right to represent employees in the representation unit as specified by state law and pursuant to the County Employer-Employee Relations Resolution.

The Union will notify the County and maintain such notice during the term of this Agreement of its elected officers and directors as well as its staff employees.

The Union may select up to thirty (30) persons, in addition to its staff members to act as official representatives and will notify the County as to those individuals so selected. Official representatives shall represent the Union in jointly scheduled meetings with the County without loss of pay to address matters of mutual concern. The County will provide reasonable release time for employees to participate as Union representatives during negotiations.

In addition, with prior mutual agreement, up to two (2) employees directly affected by the matters under consideration may participate in these joint scheduled meetings.

### **5.2 Union Official Representatives**

If a County employee has been designated to be a spokesperson, as a result of a bona fide SEIU Local 521 election, for a bargaining unit of which she or he is not a member, the County employee shall be allowed to represent the members of that bargaining unit in the meet and confer process.

### **5.3 Union Orientation**

In addition to Union staff, the County shall allow, a maximum of two (2) Union representative(s) (e.g. Chapter Board Officers, Chapter Board members or Union Stewards) release time to provide information regarding union membership to represented employees as part of the agenda during the departmental, Natividad Medical Center (NMC) and County-wide New Employee Orientation. The County and the Union staff member(s) or representative(s) shall not malign either party, its employees or officials.

The Union shall have thirty (30) minutes of the agenda during the County-wide New Employee Orientation.

Employees who do not attend the New Employee Orientation may, at the request of the union be permitted thirty (30) minutes of release time to meet with a Union representative at their work location to receive the union membership information provided at the orientation. Release time will be considered only for those employees who did not attend

the New Employee Orientation or have the opportunity to meet with a Union representative as part of their new hire on-boarding process.

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 monthly list of all SEIU 521 represented new hires, to include employees' full name, classification, department, bargaining unit of those scheduled to attend the New Employee Orientation.

#### **5.4 Steward Program**

Union stewards shall mean permanent employees of a department within the same bargaining unit, who are members of and are designated by the Union to assist employees for the purposes of processing grievances. The SEIU Unit shall select up to eighty-six (86) stewards.

The Union agrees to notify the department head in writing of the names and titles of the departmental steward(s) representing employees in his/her department and shall send a copy of such notice to the Director of Human Resources or his/her designee.

Changes to the listing of stewards will be provided by the Union as they occur. Only employees named on the current list will be recognized by the County as stewards of the Union.

Stewards shall be subject to the following:

- A. Stewards shall be authorized a reasonable amount of time off without loss of pay to investigate and prepare grievances and disciplinary appeals of employees in the department to which the steward(s) are assigned subject to the restrictions in "I" below.
- B. Stewards shall have the right to serve as a representative for employees in grievance matters in accordance with the grievance and disciplinary appeals provisions of the Agreement. No more than one (1) steward may assist in the investigation or processing of a grievance.
- C. Before performing grievance and disciplinary appeal work, the steward will obtain the verbal permission of his/her supervisor and shall report back to his/her supervisor when the grievance or disciplinary work is completed.
- D. After receiving approval of his/her 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 his/her work whenever the supervisor determines that the steward's absence will not interfere with the work of the unit.

- E. Where immediate approval is not granted, the supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment.
- F. When a steward desires to contact an employee, the steward shall first contact the immediate supervisor of that employee, advise of the nature of the business, 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 he/she can reasonably expect to contact the employee.
- G. Stewards shall receive no overtime for time spent performing a function of a steward.
- H. Stewards shall not conduct Union business on County time, except as specifically authorized by this Memorandum of Understanding.
- I. Stewards shall be responsible for the full and prompt performance of their workload.
- J. Stewards may represent 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 or the news media, or others who do not have a direct need to know the details of the proposed discipline. The County may refuse to recognize or to deal with a steward who violates this confidentiality.
  - 2. Department management may require that disciplinary representation in a particular disciplinary appeal only be accorded through stewards who are also employees of the same department or by a Union staff representative.
- K. 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, Winter Recess time or Paid Time Off to participate as an observer. Should use of such time result in overtime to the department, use of said time will not be allowed.
- L. A Supervisory unit steward shall not process any grievance or represent any unit employee in any matter where the grievance or appellant employee is a subordinate of the steward.

### **5.5 Union Access**

Authorized Union staff representatives shall have reasonable access to work locations in which covered employees are employed for the purpose of transmitting information or representation purposes. Authorized Union staff representatives desiring access shall first



request permission from the appropriate management representative, at which time the authorized representative shall inform the management representative of the purpose of the visit. The management representative may deny access to the work location if in his or her judgment it is deemed that a visit at that time will interfere with the operations of the department or facility in which event the management representative will offer an alternative time and/or location for the visit. In cases where management denies access to a critical patient care area and the issue which gives rise to the request for access is one of employee health or safety, then the department shall provide controlled or escorted access.

The Union shall give to each department head, having employees in the unit, and the Director of Human Resources or his/her designee, a written list of the names of all authorized Union staff representatives, which list shall be kept current by the Union. Access to work locations shall only be granted to Union staff representatives on the current list.

Union representatives may request reasonable access to work sites to hold elections over internal Union issues. If so, approved by the Department Head, an election may be conducted so long as there is no interference with the department's operations. Such access shall not be interpreted as a granting of release time for participation in said election.

#### **5.6 Operational Union Access Procedures for NMC**

Upon entry to NMC facilities, the Representative shall contact the Human Resources Department by stopping by the Human Resources Department to report their presence and sign-in and following the same process upon exiting the facility. For the delivery of materials (i.e. ballots, informational flyers, etc.) that do not require more than cursory contact with members, the Representative will follow the same process.

#### **5.7 Bulletin Board**

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;
- Scheduled Union meetings
- Information concerning Union elections or the results thereof;
- Reports of official business of Union including reports of committees or the Board of Directors; and
- All material shall clearly state that it is prepared and authorized by the Union.

The 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.

## **5.8 Use of County Email System**

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.

## **5.9 Union Membership Dues**

**A. Membership Dues Deduction:** Any bargaining unit employee may elect to authorize Union membership dues deductions. The employee may only revoke the authorization pursuant to the terms of the authorization the employee signed.

**B.** Requests to authorize dues deduction(s) shall be directed to the Union rather than the County. Requests to revoke or change the authorization shall also be directed to the Union rather than the County. The County shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether authorization/revocation/change in deductions has been authorized by the employee.

**C.** The Union dues deductions shall 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 five (5) work days of pay day. This deduction report shall be submitted in an electronic format for importing and posting purposes.

**D. Promotion**

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

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

1. Termination of employment
2. Removal from covered employment on a temporary or permanent basis
3. Layoff
4. Leave of absence without pay (to include unpaid FMLA)
5. 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.)

All Union deductions shall automatically resume upon an employee's return to work from a leave of absence without pay (to include unpaid FMLA).

**F. 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.

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

**H. 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.**

**I. 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 section. 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. It is agreed that the County assumes no obligation other than that specified herein, whether financial or otherwise, from these provisions.

In accordance with Senate Bill 866, the Union shall indemnify the County for any claims made by employees as a result of the payroll deductions.

### **5.10 Bargaining Unit Employee Information**

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, Employee Number, Job Classification, Bargaining Unit, Department, Work Location (department name and location of employee), Work Phone, Work Email (if available), Personal Email (if available), Home Address, Mailing Address, Home Phone, Cellular Phone (if available), Monthly Gross Salary and Deduction, Date of Hire and Employment Status (to include date of separation, retirement, leave of absence, etc.). This list should be sent in an electronic format that both the Union and the County agree upon.

### **5.11 Release Time for Board Meetings**

Reasonable release time shall be granted by the County for a maximum of one (1) SEIU Local 521 officer, or their designee, to attend Board of Supervisors meetings subject to no unreasonable disruption of County operations.

A request for release time shall be made to the Human Resources Department Labor Relations Division within twenty-four (24) hours following the posting of the Board Agenda.

### **5.12 Union Leave of Absence**

Upon a 45-day advanced written request from the Union, the County shall grant a reasonable leave of absence to a non-probationary employee, without loss of compensation or other benefits, 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. Requests given less than 45 days will be considered on a case by case basis. Leave may be granted on a full-time, part-time, periodic or intermittent basis. In no case shall cumulative union leave for each employee exceed one hundred and eighty (180) days per calendar year.

Employees will continue to receive pay, accrue seniority, service credit and benefits during the time of the absence at the expense of the County. The Union will be billed on a monthly basis for all costs associated with the individual on leave including the employer's share of all pay, benefits, leave accruals and retirement contributions. The County shall receive reimbursement by deducting the amount from the transmission of union dues. Reimbursement shall be made on or before thirty (30) calendar days after receipt of the County's certification of payment of compensation to the employee.

The Union has no obligation to use the leave described in this section, and may terminate the leave at any time, for any reason.

At the conclusion or termination of leave granted under this section, the employee shall return to their prior assignment, work location and shift, or if, not feasible, a substantially similar position without loss of seniority, rank or classification.

The impact of any Union leave on the operations of the County must be considered.

The County and Union agree to meet and confer, as necessary, minimize impact on service delivery associated with this provision.

## **ARTICLE 6 MANAGEMENT RIGHTS**

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 constituent departments; 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 operations are to be conducted; determine job classifications of County employees; exercise complete control and discretion over its work and fulfill all of its legal responsibilities. All the rights, responsibilities and prerogatives that are inherent in the County by virtue of all federal, state, and local laws and regulations provisions cannot be subject to any grievance or arbitration proceeding.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board of Supervisors, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent of such specific and express terms thereof are in conformance with the Constitution and Laws of the United States and the Constitution and Laws of the State of California.

The exercise by the County through its Board and management representatives of its right hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure set forth herein.

## **ARTICLE 7 COMMITTEES**

### **7.1 Department Meetings**

Upon agreement regarding an agenda which has been reviewed by the Director of Human Resources, or his/her designee, the Department Head, or his/her designee, and SEIU Local 521 representative staff. The Department Head, or his/her designees, and designated department SEIU Local 521 representative may meet a minimum of two (2) times per year to discuss issues of mutual concern. If agreeable to both the Department Head and SEIU Local 521, meetings may be more frequent. Meetings shall be held during the department's normal business hours. A steward and/or Union representative attending such a meeting during other than his/her normal assigned shift hours shall be paid straight time pay not to exceed two hours.

### **7.2 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 bargaining unit employees.

### *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 and a minimum of two (2) times, 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.

Either party requesting the meeting shall provide an agenda five (5) days prior to the meeting.

### **7.3 Countywide Health and Safety Committee**

The County and the Union shall participate in a County-wide 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 is chosen to be on the County Safety Committee that individual would need to be from the NMC Safety Committee.

### **7.4 Natividad Medical Center**

A labor management committee made of four (4) employee representatives and SEIU Local 521 staff and four (4) management representatives shall meet on a bi-monthly basis to address issues directly related to NMC and the delivery of quality care, including but not limited to issues impacting bargaining unit employees at NMC. An agenda shall be prepared and forwarded to the other party no later than five (5) working days prior to the scheduled meeting.

### **7.5 Public Works Accident Review Committee**

A Public Works employee shall be notified in writing of a scheduled department accident review committee review of an accident in which the employee was involved.

If either at the time of written notice or during the accident review meeting there is reason to believe that the possibility exists for a recommendation for disciplinary action, the

employee will be so notified and may have a Union representative present. If a Union representative is not available, the meeting will be postponed until one is available.

### **7.6 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 (DSS), the Department of Health and their 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 include no more than two (2) representatives from each bargaining unit and meet four (4) times per year or as 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. SEIU Local 521 shall prepare an agenda and forward to the respective County department JQSFC staff for review no later than five (5) working days prior to the scheduled meeting.

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, PRIME, Whole Person Care etc.

Joint recommendations from established workload meetings to the DSS and Behavioral Health Department Heads, 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.

#### **7.6.1 Non-Grievable**

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

### **7.7 Classification/Compensation and Compaction Committee**

The County and the Union shall participate in a Classification/Compensation and Compaction Committee which shall meet monthly, or as otherwise mutually agreed, to review the status and results of classification and compensation studies. The committee shall be comprised of one (1) representative from each bargaining unit, selected by SEIU Local 521, and representatives from both the Human Resources Department and Natividad Human Resources.

### **7.8 Health Insurance Committee**

In preparation for successor Memorandum of Understanding negotiations, the parties agree to meet monthly and work collaboratively on identifying long term financially sustainable healthcare cost sharing between the County and SEIU Local 521 affiliated County employees.

A Health Insurance Committee shall be composed of six (6) SEIU Local 521 representatives, six (6) County representatives. The committee shall begin meeting no later than October 1, 2019.

Any outcomes or recommendations made through the committee shall be done by mutual agreement among the parties. An update on the progress of the committee shall be presented jointly to the Board of Supervisors no later than October 2020.

## **ARTICLE 8 HEALTH AND SAFETY**

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

### **8.1 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 will comply with the Department of Industrial Relations, California Code of Regulations, and Title 8 and reserves the right to adopt departmental safety rules, which become effective when posted.

The County shall provide training and reinforce safety rules and regulations. Employees may be disciplined for violations of safety rules and regulations so long as the employees have received notice of the safety rules and regulations and received any required training.

The Union agrees that it is the duty of all employees to comply with Department of Industrial Relations, California Code of Regulations, Title 8 and safety rules, to be alert at all times, and to report unsafe equipment, practices and conditions to their immediate supervisor and/or chain of command. The County shall investigate all unsafe working conditions, near misses and injuries within twenty-four (24) hours or before employees return to work, safeguard or remove hazardous conditions and implement methods to prevent injury to employees.

In accordance with State law, employees shall not be subject to discipline and/or intimidation, for reporting safety issues and/or refusing to perform work in violation of safety standards and/or protocols.

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 Union Access Section of this Agreement.



## **8.2 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.

## **8.3 Exposure**

Monterey County is responsible for providing exposure safety measures as defined by the most current Cal/OSHA 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.

## **8.4 Ergonomics**

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.

In order to promote a healthy and safe work environment, with the use of computers, all employees shall receive training in proper set up of office equipment, including instruction on how to prevent carpal tunnel syndrome and any other repetitive motion health risks as they become known (e.g. the effects of computer work on pregnancy). Employees shall be responsible for using the tools learned through the office ergonomic training or ergonomic evaluation to set up their desk and office equipment and for following recommendations made by the ergonomists with regards to their posture and the need to have ergonomic assist programs (e.g. RSI Guard) installed in their computers and to take the recommended breaks. Broken or damaged office equipment shall be replaced as often as necessary to assure safe working conditions.

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.

## **ARTICLE 9 WAGES**

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

- 2019- 2020:** 2.0% base wage increase effective the first full pay period following Union ratification and Board of Supervisors approval of this Agreement.
- 2020-2021:** 3.0% base wage increase effective the first full pay period following July 1, 2020.

**Limited Reopener- Unit K Only-** A limited reopener for wages will be triggered by either of the following:

- Any represented bargaining unit, as well as units X and/or Y receives an across the board Cost of Living Adjustment (COLA) not already prescribed in an existing agreement as of the date of ratification of this agreement.

## **ARTICLE 10 REST and MEAL PERIODS**

**10.1 Rest Period:** A full-time work day is eight (8) sequential hours of work exclusive of a meal period of at least thirty (30) minutes. Unless the employee requests otherwise, there will be a rest period of 15 minutes during each four (4) hours of continuous work subject to supervisor approval and department policy. Employees working twelve (12) hour shifts shall be granted a rest period of ten (10) minutes during each four (4) hours of work. Rest periods cannot be taken at the beginning or end of a shift or combined with a meal period unless approved in advance.

A rest period is County paid time and considered hours worked for pay purposes.

It is the responsibility of each employee to take a rest period.

Rest periods may be suspended when unusual emergency conditions require continuous performance of duties in order to protect or preserve life or property.

Rest periods may be suspended for up to five (5) continuous days when short term staffing shortages or workload demands require continuous work in order to provide essential services; additional suspension of rest periods within thirty (30) days due to staffing shortages requires approval by the Director of Human Resources or NMC CEO.

**10.2 Emergency Communications Center:** It is the intent of the Emergency Communications Center to provide breaks to dispatchers per Article 10.1 Rest Period above. Employees working twelve (12) hour shifts shall be granted a rest period, of no less than ten (10) minutes, during each four (4) hours of work.

Dispatchers or Supervisors who request and are denied in writing the ability to take at least one (1) break in an eight (8) hour shift or two (2) breaks in a twelve (12) hour shift shall be eligible to receive Break Pay Compensation as outlined below:

- Communications Dispatcher I \$19.50 per shift
- Communications Dispatcher II \$22.50 per shift
- Shift Supervisor \$25.00 per shift
- Operations Supervisor \$27.00 per shift

Furthermore, employees scheduled and required to be at their workstations for eight (8) or more consecutive work hours shall have their meal during work hours.

**10.3 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 nor more than sixty (60) minutes. 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 applicable Overtime Eligible Employees sections of this Agreement.

## **ARTICLE 11 TRANSFER/ PROMOTIONAL OPPORTUNITIES**

### **11.1 Transfers-Voluntary/Involuntary- Units F, H and J (except employees at NMC)**

The County retains the sole right to transfer employees from one (1) work site to another. Except when an immediate transfer is necessary to meet the requirements of the department, employees shall receive notice five (5) working days prior to the effective date of the transfer.

Employees who desire to be transferred within their respective job classes to a specific work location within their own department may submit a written request for transfer to the appropriate department representative. Such requests filed hereunder shall be retained for a period of one (1) year from date of filing and must be renewed if the employee still desires to be considered for reassignment beyond that date. Management shall respond to the request for transfer by notifying the employee of the status of their request within ninety (90) calendar days of its receipt.

When Management contemplates filling vacancies and/or openings by transferring employees from one work site or location to a different location, Management will consider the following criteria:

- The overall needs of the department
- Requirements of the job
- Ability to perform job
- The duration and/or permanence of the transfer
- Length of service with the department

## **11.2 Transfer Policy- Unit K Only**

### **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.

### **Involuntary Transfer:**

In cases where the administrative needs of the department require 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.

## **11.3 NMC All Employees Transfers/Promotional Opportunities/Vacancies**

All transfer, promotional and vacancy opportunities at NMC shall be posted for five (5) days internally first, before posting County-wide and publicly. Postings shall be posted in a central location outside the cafeteria and in the NMC Human Resources Department. NMC shall also e-mail all positions available at NMC to all staff once each week once the vacancy posting is updated.

# **ARTICLE 12 PERFORMANCE EVALUATIONS**

## **12.1 Performance Evaluations**

Employee performance shall be evaluated and communicated on a yearly basis as required under County policy.

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. Non-recurring discipline

history which is more than two (2) years old will not be referenced in performance evaluations.

The County shall ensure employee performance evaluations are conducted in accordance with County and departmental policy. Performance evaluations and disciplinary matters shall only be conducted by County employees.

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.

### **12.2 Late Evaluations**

Failure of an appointing authority to recommend step advancement in accordance with Probation - Successful Completion of Probation Period 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.

## **ARTICLE 13 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.

### Unit H Only:

In a situation where there are multiple overtime provisions that apply, the highest shall prevail.

## **ARTICLE 14 PROBATIONARY PERIOD**

### **14.1 Term of Probationary Period**

Upon each appointment to a permanent position, an employee, except as outlined below, shall serve a probationary period of nine (9) months dating from the date of his/her

appointment. During the probationary period, an employee has no right to appeal and serves at the pleasure of the Appointing Authority.

Unit H Only:

Hours worked for the purposes of calculating the probationary period shall include paid leave time.

**14.2 Emergency Communications Department**

Employees newly hired into the job classifications of Communications Dispatcher I and Communications Dispatcher II, shall serve a one (1) year probationary period. During the one (1) year probationary period, an employee has no right to appeal and serves at the pleasure of the Appointing Authority.

Hours worked for the purposes of calculating the probationary period shall include paid leave time.

**14.3 Office of the Agricultural Commissioner**

Employees hired into the job classifications of Agricultural Inspector Biologist I/II/III and Weights and Measures Inspector I/II/III shall serve a one (1) year probationary period. During the one (1) year probationary period, an employee has no right to appeal and serves at the pleasure of the Appointing Authority.

**14.4 Extension of Probationary Period**

Prior to the conclusion of the employee's probationary period and with approval of the County Administrative Office, the Appointing Authority may, for cause, extend the probationary period not to exceed six (6) months upon furnishing the employee with a statement of the reasons for such extension and the standards that must be met in order for the employee to successfully complete the probationary period.

**14.5 Evaluations during Probationary Period**

Nine (9) Month Probationary Period: A minimum of two (2) performance evaluations shall be completed no later than four (4) and eight (8) months after the initial appointment date.

Twelve (12) Month Probationary Period: A minimum of two (2) performance evaluations shall be completed no later than five (5) and ten (10) months after the initial appointment date. An employee who has successfully completed the probationary period will be eligible for advancement to the next higher step in a salary range upon completion of one (1) year of continuous service in his/her class.

If the County Administrative Officer determines that due to administrative or clerical error or omission an employee failed to complete probation or to receive a step advancement on the date on which he/she was otherwise eligible, the employee shall be removed from probation or advanced one step effective on the date he/she became eligible.

**14.6 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.

## **ARTICLE 15 HOLIDAYS**

### **15.1 County-wide Holidays (except NMC employees)**

The following listed days shall be observed during the term of this Memorandum as legal holidays. 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
- Third Monday in January Martin Luther King JR's Birthday
- Third Monday in February Presidents' 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

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 24<sup>th</sup> (Christmas Eve) actually falls on a Saturday or Sunday, the preceding Friday shall be the holiday in lieu of the day observed.

All employees shall receive an equal number of holidays.

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 the Overtime Article of the employee's corresponding bargaining unit. 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.

### **15.2 Natividad Medical Center Holidays**

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 24<sup>th</sup> actually falls on a Saturday or Sunday, the preceding Friday shall be the holiday in lieu of the day observed. 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.



### **15.2.1 Holiday Staffing- NMC**

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.

### **15.2.2 Holiday Pay-NMC**

In accordance with Leaves Article (16.2, i) 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 the actual County holiday.

### **15.3 Holiday Standby Pay- Unit K Only**

Department of Social Services Unit K 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.

## **ARTICLE 16 LEAVES**

### **16.1 Administration of Leaves- (Excluding members in all SEIU bargaining units at NMC)**

Any sick leave accrual banks from previous years will remain available for employees to use in a separate bank from Annual Leaves and shall no longer accrue time.

#### 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.

### **16.1.2 Leaves Schedule**

Each full-time permanent and seasonal employee shall be eligible for the Annual Leaves schedule below. Part-time permanent employees shall be eligible for the below schedule on a pro rata basis based on the employee's FTE of record.

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)

### **16.1.3 Accrual Rate Limit**

A maximum of 390 hours of Annual Leave may be accrued for Units H, J and K. A maximum of 490 hours of Annual Leave may be accrued for Unit F.

### **16.1.4 Buyback/Cash Out**

Unit members may buyback/cash out hours in accordance with the requirements outlined below:

Employees may elect to receive a straight-time cash payment for up to fifty (50) hours of Annual Leave per calendar year. This Annual Leave buyback/cash out shall be subject to the following requirements:

- A. Employees must have one (1) year of service;
- B. Annual Leave may be cashed out no more than once per quarter in a calendar year;
- C. Employees must have used forty (40) hours of leave during the previous calendar year.
- D. The employee must have at least forty (40) hours of Annual Leave remaining after the cash out.

### **16.1.5 Election to Buyback/Cash Out Annual Leave**

To "buyback/cash out" or otherwise require the County to buyback/cash out vacation, annual leave or paid time off, the employee must first meet the eligibility criteria set forth in the applicable provision of the bargaining agreement. If such criteria are met, only then the employee may request and be granted compensation in lieu of vacation/ annual leave/PTO for up to the amounts set forth in the bargaining agreement under the terms set forth below. If such criteria are not met as of December 31 of the calendar year in which the election is required to be made, then the employee has no right to election to "buyback/cash out" accrued time in the next calendar year.

- a) An eligible employee may elect to pre-designate an irrevocable buyback/cash out amount of up to the maximum number of hours of vacation/annual leave/PTO for the upcoming calendar year as set forth for his/her respective class. Requests for cash out must be made prior to December 1 of the calendar year before the cash out will be made (for example, requests for the 2018 calendar year will be made before December 1, 2017); provided, however, that the pre-designation for an irrevocable cash out occurring in calendar year 2017 must be made by December 29, 2016.
- b) Buyback/cash-out designations shall be made in hours, not dollar amounts, and must be in increments of eight (8) hours.

Any such request will be subject to the following:

- i. Any employee utilizing this provision will be required to submit an irrevocable election by December 1st of the calendar year prior to the calendar year in which the vacation/annual leave/PTO hours to be cashed out are earned.
- ii. An employee who elected to receive the cash-out as set forth above, may request a full or a partial payment of the cash-out at any time in the designated calendar year.
- iii. For employees who have pre-designated cash-out amounts and who have not requested actual payment(s) of the entire designated "cash out amount" by December 1st of that calendar year, the County will automatically pay out the pre-designated amount (or remaining amount designated but not paid) by the last paycheck of the calendar year.
- iv. Employees who have not elected to pre-designate a cash out by the applicable deadline (December 1st of the prior calendar year) will be deemed to have waived their right and will not be eligible to buyback/cash out any vacation/annual leave/PTO in the following calendar year (for example, if no designation is made by December 1, 2017, no cash out is available in 2018), until such time and under such terms as emergency usage provisions are agreed upon.

#### **16.1.6 Annual Leave Emergency Buyback/Cashout**

Notwithstanding the requirement for an irrevocable election for the cash-out of vacation/annual leave/PTO for the upcoming calendar year, an employee may cash out vacation/annual leave/PTO in an existing year, on the following terms:

- (i) The employee may cash-out no more than the maximum number of hours of vacation/annual leave/PTO (including any cash out previously elected) as set forth for his/her respective class.

(ii) The amount cashed out pursuant to this subdivision must be in whole hour increments with a minimum cash out of 10 hours and shall be subject to a twenty-five percent (25%) penalty. That is, if an employee cashes out accrued time in excess of any amount designated pursuant to subdivision (i), above, the penalty shall be 25% of the excess amount cashed out. For example, if an employee irrevocably elects 40 hours of cash out pursuant to subdivision (i) but wishes to cash out an additional 40 hours in the current calendar year (assuming all other criteria as listed in Section 16.1.5 above are met), the employee will receive the cash value of 30 additional hours but 40 additional hours will be removed from the employee's accrued balance.

### **16.1.7 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.

Requests of leave usage shall not be arbitrarily or capriciously denied. Departments will strive to provide a prompt response to leave requests.

Leave requests made thirty (30) or more days in advance of the requested leave date shall be approved or denied in writing within ten (10) business days of the request.

#### 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.

#### Pay Out of Annual Leave Upon Separation

Upon termination of employment an employee shall be paid for any unused Annual Leave at the employee's current rate of pay.

#### Administration of Sick Leave- Unit F Only

Except for the changes in accrual rates set forth in Annual Leaves Article the administrative procedures for sick leave shall continue as in effect as of July 1, 1983.

## **16.2 Natividad Medical Center PTO-**

### **16.2.1 Paid Time Off- Natividad Medical Center**

Any sick leave accrual banks from previous years will remain available for employees to use in a separate bank and shall no longer accrue time.

#### **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 31 days per year (9:32 hours per pay period)
- After 5 to 10 years of service 36 days per year (11:05 hours per pay period)
- After 10 years of service 42 days per year (12:55 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 Buyback/Cash Out:**

Employees with over one (1) year of service may elect to 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 the 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. Absences due to personal 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:**

- If 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.
- If 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) 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.

- If holiday falls on scheduled day off and employee does not work nothing is deducted since holidays are in PTO accrual rate.
- If a holiday falls on scheduled day off and employee works no deduction from PTO bank and employee is paid one and one-half (1 ½) of base rate for all hours worked.

##### **J. Pay Out 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 basic rate of pay.

#### **16.2.2 Election to Buyback/Cash Out Paid Time Off**

In order to buyback/cash out or otherwise require the County to buyback/cash out vacation, annual leave or paid time off, the employee must first meet the eligibility criteria set forth in the applicable provision of the bargaining agreement. If such criteria are met, only then the employee may request and be granted compensation in lieu of vacation/annual leave/PTO for up to the amounts set forth in the bargaining agreement under the terms set forth below. If such criteria are not met as of December 31 of the

calendar year in which the election is required to be made, then the employee has no right to election to buyback/cash out accrued time in the next calendar year.

- a) An eligible employee may elect to pre-designate an irrevocable buyback/cash out amount of up to the maximum number of hours of vacation/annual leave/PTO for the upcoming calendar year as set forth for his/her respective class. Requests for cash out must be made prior to December 1 of the calendar year before the cash out will be made (for example, requests for the 2018 calendar year will be made before December 1, 2017).
- b) Buyback/cash out designations shall be made in hours, not dollar amounts, and must be in increments of 8 hours.
- c) Any such request will be subject to the following:
  - i. Any employee utilizing this provision will be required to submit an irrevocable election by December 1<sup>st</sup> of the calendar year prior to the calendar year in which the vacation/annual leave/PTO hours to be cashed out are earned.
  - ii. An employee who elected to receive the buyback/cash out as set forth above, may request a full or partial payment of the buyback/cash out at any time in the designated calendar year.
  - iii. For employees who have pre-designated buyback/cash out amounts and who have not requested actual payment(s) of the entire designated buyback/cash out amount by December 1<sup>st</sup> of that calendar year, the County will automatically pay out the pre-designated amount (or remaining amount designated but not paid) by the last paycheck of the calendar year.
  - iv. Employees who have not elected to pre-designate a cash out by the applicable deadline (December 1<sup>st</sup> of the prior calendar year) will be deemed to have waived their right and will not be eligible to buyback/cash out any vacation/annual leave/PTO in the following calendar year. For example, if no designation is made by December 1, 2017, no cash out is available in 2018), until such time and under such terms as emergency usage provisions are agreed upon.

### **16.2.3 Paid Time Off Emergency Buyback/Cashout**

Notwithstanding the requirement for an irrevocable election for the cash-out of vacation/annual leave/PTO for the upcoming calendar year, an employee may cash out vacation/annual leave/PTO in an existing year, on the following terms:

- (i) The employee may cash-out no more than the maximum number of hours of vacation/annual leave/PTO (including any cash out previously elected) as set forth for his/her respective class.
- (ii) The amount cashed out pursuant to this subdivision must be in whole hour increments with a minimum cash out of 10 hours, and shall be subject to a twenty-five percent (25%) penalty. That is, if an employee cashes out accrued time in excess of any amount designated pursuant to subdivision (i), above, the penalty shall be 25% of the excess amount cashed out. For example, if an employee irrevocably elects 40 hours of cash out pursuant to subdivision (i) but wishes to cash out an additional 40 hours in the current calendar year (assuming all other criteria are met), the employee will

receive the cash value of 30 additional hours but 40 additional hours will be removed from the employee's accrued balance.

### **16.3 Education Leave**

#### **16.3.1 Education Leave - Units F, H and K (except NMC)**

Units F and H- Employees shall be granted paid leave for education purposes on a calendar year basis (January 1- December 31). Employees may take three (3) days (equivalent to 24 hours for a full-time employee) of Education Leave.

Unit K- 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.

##### **16.3.1.1 Administration**

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 for 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, at the beginning of the pay period in which they are hired or promoted, be credited a pro rata amount, to the nearest full hour 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 be prorated by their Full-Time Equivalency (FTE). (e.g., if the employee is hired at the beginning of pay period number 8, the calculation is as follows:  $26$  (number of pay periods in a year)  $- 7$  (pay periods that have passed that do not qualify)  $= 19$  (number of pay periods remaining in the year),  $19/26 \times 24$  (total number of Education Leave hours eligible for)  $= 18$  hours  $\times$  FTE = the number of Education Leave to grant the employee)).



### **16.3.2 Education Leave - Units F and H (NMC Only)**

#### **Unit F**

Employees shall be granted paid leave for education purposes on a calendar year basis (January 1- December 31). Employees may take one (1) day (equivalent to 8 hours for a full-time employee) of Education Leave.

For those employees whose classification requires a license or certification, those employees shall receive Education Leave, on a calendar year basis (January through December) on an hour for hour basis for every continuing education units (CEU's) or in-service hours required by their license and/or certification per year, up to a maximum of sixteen (16) hours. Where the licensing or certification board offers several options for pursuing license renewal, the employee will need to provide evidence that they are attending additional courses in lieu of other possible methods of renewal.

The Appointing Authority must approve the method of renewal.

***Example:*** If a classification requires 30 hours of CEUs for their license to be renewed and a license requires a renewal every two (2) years, the employee will receive fifteen (15) hours ( of Education Leave per year, (e.g. 30 CEU's/2 years =15 CEU's per year, 15 CEU's/5 =15:00 hours of Education Leave per year.)

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 hour, of Education Leave based on the number of pay periods remaining in the calendar year.

Part-time employees who are a 0.6 FTE or greater shall receive education leave on a pro rata basis.

Education Leave must be taken during the calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>) and no carryover to future calendar years is allowed.

Education Leave shall be scheduled in the same manner as Paid Time Off (PTO)-Vacation.

No payment for unused Education Leave time shall be provided.

#### **Unit H**

For those employees whose classification requires a license or certification, those employees shall receive Education Leave, on a calendar year basis (January through December) on an hour for hour basis for every continuing education units (CEU's) or in-service hours required by their license and/or certification per year, up to a maximum of twenty-four (24) hours. Where the licensing or certification board offers several options for pursuing license renewal, the employee will need to provide evidence that they are attending additional courses in lieu of other possible methods of renewal.

Nursing Assistants who possess a Certification issued by the California Department of Public Health are eligible for the Education Leave as referenced above. Nursing Assistants must provide verification of the valid certification issued by the California Department of Public Health before Education Leave time is approved.

The Appointing Authority must approve the method of renewal.

**Example:** If a classification requires 30 hours of CEUs for their license to be renewed and a license requires a renewal every two (2) years, the employee will receive fifteen (15) hours of Education Leave per year, (e.g.  $30 \text{ CEU's} / 2 \text{ years} = 15 \text{ CEU's per year}$ ,  $15 \text{ CEU's} / 5 = 15:00$  of Education Leave per year.)

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 hour, of Education Leave based on the number of pay periods remaining in the calendar year.

Part-time employees who are a 0.6 FTE or greater shall receive education leave on a pro rata basis.

Education Leave must be taken during the calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>) and no carryover to future calendar years is allowed.

Education Leave shall be scheduled in the same manner as Paid Time Off (PTO)-Vacation.

No payment for unused Education Leave time shall be provided.

### **16.3.3 Educational Assistance**

Employees shall be eligible for the Educational Assistance Program as provided in the Personnel Policies and Practices Resolution #98-394. Funding levels for this County-wide program shall be set by the Board of Supervisors by adoption of the County's annual budget.

### **16.4 Supervisory Leave**

During each twelve (12) month period beginning January 1, employees in Unit F may, with prior approval of their Appointing Authority, take up to three (3) days (equivalent to 24 hours for a full-time employee) of leave with pay.

This leave may be taken only during the twelve (12) month period in which it was granted and it may not be carried over into any subsequent period. No payment or other compensation for unused supervisory leave shall be allowed.

The decision of the Appointing Authority, approving or denying requests for supervisory leave shall not be subject to the grievance procedure.

Employees hired on a permanent basis after the beginning of the calendar year shall be given a pro rata amount – to the full hour of educational leave based on the number of pay periods remaining in the calendar year in which the employee was hired (e.g., hired at the beginning of pay period No. 8:  $26 - 7 = 19$ ,  $19/26 \times 24 = 18$  hrs.).

### **16.5 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.

### **16.6 Licensure Fees- Unit K Only**

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).

### **16.7 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 Protected Use of Leave**

In accordance with the Healthy Workplaces, Healthy Families Act of 2014, employees are entitled to utilize accrued leave for the following reasons:

- Diagnosis, care, or treatment of the employee's existing health condition or preventive care for an employee; or
- Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee's family member. For the purposes of using sick leave under this policy only, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.

- In addition, with appropriate certification an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy for the following reasons:
  - To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;
  - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
  - To obtain services from a domestic violence shelter, program, or rape crisis center;
  - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
  - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

## **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, 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**

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 Family Leave article.

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 Unit K Only**

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).*

#### **16.13 Jury Duty**

It is understood that employees represented by Union shall continue to be covered by the provisions of the Personnel Policies & Practices Resolution dealing with Jury or Witness Duty.

To the extent practicable, the County will attempt to accommodate employees on evening or night shift, who are involuntarily called to jury duty, by temporarily assigning said employee to the day shift; so long as such assignment change does not result in a significant reduction in service levels, or require the payment of overtime to cover the shift from which the employee was temporarily reassigned.

**16.14 Compensated Voluntary Training Program**

Employees shall be eligible for the Compensated Voluntary Training Program as provided in the Personnel Policies and Practices Resolution #98-394.

**16.15 Voluntary Leave Without Pay**

An employee may request voluntary leave without pay no less than five (5) consecutive business days per occurrence. The Department has the sole authority to grant or deny request and such decisions shall not be grievable.

**16.16 Use of Accruals**

Employees must utilize eligible leave accruals before going on unpaid status.

**16.17 Potential Changes to County Policy**

The County is currently in the process of revising its Family and Medical Leave Policy. The parties acknowledge that this section of the MOU may be changed through that meet and confer process with SEIU Local 521.

**ARTICLE 17 PERSONAL PROPERTY REIMBURSEMENT**

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.

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

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

**B.** Claims based on damage to automobiles are subject to the following provisions.

All four (4) conditions must be met before consideration will be given:

- An employee, who drives his/her car incident to employment, shall have named the County as an additional insured on his/her automobile insurance policy as of the date the employee sustained the loss of his/her automobile.
- Evidence of the required insurance coverage must be presented.

- Invoice for work completed must be submitted. Reimbursement is limited to two hundred dollars (\$200).
- The damage must have occurred while the employee was actually using the automobile on authorized County business, away from the employee's work place.

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

**D.** A maximum limit of two hundred dollars (\$200) per incident shall apply to all claims for reimbursement.

**E.** No claims for reimbursement for items having a present value of less than ten dollars (\$10) shall be considered.

## **ARTICLE 18 CLASSIFICATION PLAN MAINTENANCE**

### **18.1 Classification Study Requests**

The Director of Human Resources or his/her designee will review the status of pending classification studies with the Union during the Classification/Compensation and Compaction Committee meeting as stipulated in Article 7 Committees of this agreement.

The decision of the Director of Human Resources or his/her designee with respect to a classification study request shall not be subject to the grievance procedure.

In response to a written request from the Union for a classification and/or compensation study on a form prescribed by the Human Resources Department, the Human Resources Department shall acknowledge receipt of said request within ten (10) working days, and if a study is justified, indicate the target date for completion of the study within thirty (30) working days of Human Resources' acknowledgement notice. Classification and/or compensation studies will be performed in a timely manner.

If the request for a study is denied, the Personnel Analyst will provide justification for the denial. The Union may file a written appeal within ten (10) working days of receipt of denial with the assigned Personnel Analyst.

If the request for a classification and/or compensation study was justified and the results of the study are not satisfactory to the Union, the Union may file a written appeal within ten (10) working days of receipt of results with the assigned Personnel Analyst.

If the denial or results of a study are not satisfactorily resolved with the analyst, the Union may appeal, in writing, to the Department Human Resources Manager indicating the specific justification for appeal of the analyst's decision, within ten (10) working days from receipt of the analyst's decision. If the denial or results of a study are not satisfactorily resolved with the Department Human Resources Manager, the Union may appeal in writing to the Director of Human Resources, or NMC CEO for employees of NMC, or his/her designee, within ten (10) working days from receipt of the Department

Human Resources Manager decision, indicating the specific justification for appeal of the department's decision. The decision of the Director of Human Resources, or NMC CEO for employees of NMC, or his/her designee shall be final.

The provisions of this section shall not be subject to the grievance procedure article of this Agreement.

### **18.2 Countywide Compensation Philosophy**

The County is actively working to update the countywide compensation philosophy which is intended to guide compensation studies by identifying the County's comparator agencies and determining the utilization of the data collected from the identified agencies. As such, and in accordance with the Meyers-Milias Brown Act, the parties agree to meet and confer over any proposed changes to the current compensation philosophy and/or ensuing impacts to SEIU represented employees. Furthermore, the parties agree to begin the meet and confer process no later than December 1, 2019.

### **18.3 Working Out of Class Pay**

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. If the assignment begins on the first Monday of the pay period, the additional compensation shall be effective the beginning of that pay period.

- 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.



## ARTICLE 19 BENEFITS

### **19.1 The Flexible Benefits Plan**

The County will make available a Flexible Benefits Plan to eligible employees. Employees may elect medical, dental, and /or vision for themselves and their eligible dependents.

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.

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 insurance claims administrators after consideration of the recommendations of the Health Insurance Review Committee and prior meeting and consultation with the Union. Changes in insurance carriers or administrators shall not result in any appreciable reduction in benefits. In the event a change in insurance carriers is made, an open enrollment period will be authorized. The County shall provide Union and employees, a thirty (30) day written notice for premium rate changes for the County's self-funded plan.

#### **A. Eligibility**

Permanent unit employees with a minimum Full Time Equivalent (FTE) of 0.50 or more will be eligible to participate in any of the County's health insurance programs.

#### **B. General Provisions**

##### Additional Payroll Deduction

For each month when the benefit options selected by the employee under this plan exceed the appropriate County 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.

##### In-Lieu Payout Units J, H and K

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

##### In-Lieu Payout Unit F

For each month that the County contribution is not used by an employee to obtain benefit options under this plan, the full amount of funds not utilized shall be paid out, provided the employee has purchased at least individual only health insurance through CalPERS.

## **19.2 Flexible Benefits Plan Contributions**

### **A. CalPERS Medical Insurance Contribution**

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.

#### Unit H:

The County maximum monthly contribution to the employee's Flexible Benefits Plan spending fund will be as follows for full-time, permanent unit employees and part-time permanent unit employees who are scheduled to work a minimum of forty (40) hours, but less than sixty-four (64):

Pursuant to this Agreement the County medical insurance contribution shall be based on CalPERS Choice (Region 1). The County contribution shall result in an employee contribution amount of: \$0.00/mo. (employee only); \$61/mo. (employee plus one); and \$100/mo. (employee plus family). The employee contribution may vary if employee is enrolled in any other plan outside of CalPERS Choice (Region 1).

#### Units F, J and K Permanent Full-Time:

Pursuant to this Agreement the County medical insurance contribution shall be based on CalPERS Choice (Region 1). The County contribution shall result in an employee contribution amount of: \$0.00/mo. (employee only); \$61/mo. (employee plus one); and \$100/mo. (employee plus family). The employee contribution may vary if employee is enrolled in any other plan outside of CalPERS Choice (Region 1).

#### Units F, J and K Permanent Part-Time:

Part-time permanent employees with a minimum Full Time Equivalent (FTE) of 0.50, but less than 0.80 FTE, will receive half (1/2) of the County elective contributions received by the full-time permanent unit employee.

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.

### **B. Dental Insurance Contribution**

The County's maximum contribution to the Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only monthly premium for all eligible permanent employees.

**C. Vision Insurance Contribution**

The County's maximum contribution to the Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only monthly premium for all eligible permanent employees.

**D. Computer Vision Coverage (CVC)**

The County provides an option for a second (2nd) pair of glasses tinted and designed for use with computers for the employee only.

**19.3 Retiree Health Insurance**

The County will contribute toward the monthly premium for eligible retirees enrolled in a PERS health insurance program as directed by CalPERS.

**19.4 Life Insurance**

The County agrees to provide twenty thousand dollars (\$20,000) in group term life insurance for employees in paid status.

**19.5 Physical Examinations**

Permanent full-time employees 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.

**19.6 Workers Compensation**

When an employee is receiving Temporary Total Disability (TTD) Workers' Compensation payments (integrated or not), he/she shall receive County paid health insurance and his/her regular County contribution toward dependent health insurance so long as the TTD continues. (Note: Normal payroll deductions continue to be withheld from TTD payments.)

**19.7 Long-Term Disability Insurance**

The County will facilitate the provision of voluntary long-term disability insurance via the payroll deduction process.

It is understood that long term disability insurance is wholly voluntary between the employee and the insuring company and that provision of such insurance is subject to the terms and conditions set by the insurance company and may be cancelled by the insurer if its minimum enrollment standards are not met.

In the event of cancellation, the County will no longer be obligated to facilitate long term disability insurance.

**ARTICLE 20 RETIREMENT**

**20.1 Additional Tiers**

It is understood and agreed that in the event legislation authorizing a second (2nd) and/or third (3rd) 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 understood that any change in the County retirement program would be subject to the meet and confer process as defined in the Full Understanding Modification, Waiver section of this Agreement.

**20.2 California Public Employees’ Retirement System (CalPERS)**

Due to implementation of the Public Employees’ Pension Retirement Act (PEPRA) CalPERS has designated members as either “Classic” or “PEPRA.” The employee designation is determined by CalPERS.

**PEPRA Members-** Are defined as employees hired on or after January 1, 2013, and prior to that date were not members of CalPERS or a retirement system that has reciprocity with CalPERS.

<u>Retirement Formula</u>	2% @ 62
<u>Employee Contribution</u>	6.25% (subject to yearly change based on ½ of normal cost as determined by CalPERS)
<u>Final Compensation limits</u>	Highest three-year average, subject to CalPERS

**Classic Members-** Are defined as employees hired prior to January 1, 2013 or were members of CalPERS or a retirement system that has reciprocity with CalPERS.

<u>Retirement Formula</u>	2% @ 55
<u>Employees Contribution</u>	7%
<u>Final Compensation limits</u>	Single highest year, subject to CalPERS compensation

**20.3 Deferred Compensation**

The deferred compensation program shall continue to be made available to employees in accordance with the Monterey County 457(b) Deferred Compensation Plan.

**20.4 Sick Leave Cash Out**

An employee may, upon retirement or death, cash out up to seven hundred fifty (750) hours of sick leave.

**20.5 Peace Corp / AmeriCorps/ VISTA**

As determined by CalPERS, employees may be eligible to request service credit for up to three (3) years in the Peace Corp, AmeriCorps VISTA (Volunteers in Service to America) or AmeriCorps. If eligible, the employee must purchase all available service credit.

**ARTICLE 21 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. Prior to 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 22 CONTRACTING OUT/ USE OF VOLUNTEERS**

The County and the Union agree to implement and abide by the provisions of the policy on contracting out which was adopted on March 23, 1982, and any modifications thereto to which the parties may agree from time to time insofar as it involves work that has previously been performed by employees in the unit. It is further agreed, however, that proposal to contract for work from third parties that involve labor costs of Sixteen Thousand Two Hundred Fifty Dollars (\$16,250) or less or for leases, lease-backs, lease purchases or other facility agreements, work required by law to be contracted out, and continuations of existing contracts are excluded from this section and the County may proceed with such contracts without notifying the Union.

Grievances alleging a violation of this policy shall be filed at step three. The only remedy which may be ordered pursuant to such a grievance is proper compliance with the policy. The Board of Supervisors may proceed without meeting and discussing if circumstances justify urgency action. Advance written notice of six (6) working days of intention to proceed on such a basis shall be given to the Union prior to any Board action; provided nothing herein shall hamper the Board's lawful exercise of authority under state law in emergency situations.

### **Volunteers/Interns**

Upon request, the County shall meet with the Union to discuss any County-wide volunteer or internship program. It is the intent that no volunteer or internship program shall have the effect of displacing employees represented by SEIU.

## **ARTICLE 23 DISCIPLINE**

### **23.1 Disciplinary Actions**

The Appointing Authority or his/her designee 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 permanent employee who is not on any form of probationary status has the right to appeal pursuant to this section, except as herein provided. As used in this section, "disciplinary action" shall mean dismissal, involuntary leave without pay, disciplinary demotion, reduction in salary, disciplinary review, or written reprimand.

### **23.2 Notice of Proposed Disciplinary Action**

In order to institute disciplinary action the appointing authority or his/her designee shall serve 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 written reprimands) shall be delivered to the employee, either personally or by the United States Postal Service, commercial deliver service to the employee's current address on record, no less than five (5) calendar days prior to the effective date of any punitive action against the employee. 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.

The notice of proposed disciplinary action shall include the following:

- A. The nature of the disciplinary action;
- B. The effective date of the action;
- C. The causes for the action in ordinary, concise language with the dates and places thereof, when known;
- D. A statement that identifies the material upon which the action is based and states that it is available for inspection; and
- E. A statement advising the employee of his/her right to respond either verbally or in writing to the appointing authority or his/her designee imposing the disciplinary action prior to the effective date, the right to be represented in that response, and that members of the bargaining unit are represented by SEIU Local 521, and the address and telephone number of the Union office.

In the preparation and/or presentation of his/her response to the notice of proposed disciplinary action, the employee has the right to representation in accordance with the law. The Union may bring an additional steward for training purposes in accordance with the Union Rights Article.

### **23.3 Notice of Disciplinary Action**

In the case of an involuntary leave without pay of three (3) working days or less or an involuntary leave with pay of twenty (20) working days or less, the involuntary leave may be imposed by a single notice containing items A, B, C and D of Section 23.2 above. This notice shall be delivered to the employee on or as soon after the effective date of the suspension as possible.

Except as provided above, in order to implement the proposed disciplinary action or a lesser disciplinary action based on the same cause(s), a notice of disciplinary action shall be delivered to the employee, either personally or by the United States Postal Service or commercial delivery service to the employee's current address of record, on or before the effective date of the disciplinary action.

The notice of disciplinary action shall contain the information in items A, B, C and D of Section 23.2 above and, in addition, shall include a statement as to the right of appeal and representation by a party of his/her own choice and shall include a referral to the section of this Agreement concerning appeals from disciplinary action, when applicable a statement of the right to appeal to the State Personnel Board and/or CalHR pursuant to the Local Agency Personnel Standards (LAPS), and shall include a statement that members of the bargaining unit are represented by SEIU Local 521 with the address and the telephone number of the Union office.

### **23.4 Written Reprimand**

An appointing authority or his/her designee may reprimand an employee by furnishing the employee with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the reprimand shall be included in the employee's personnel file, and shall not be subject to appeal, but the employee and/or his/her representative shall have the right to discuss the reprimand with the Appointing Authority or his/her designee. The Appointing Authority or his/her designee may correct the reprimand, or notice of reprimand, at his/her discretion. The employee may submit a written response that shall be placed in his/her personnel file.

### **23.5 Disciplinary Review**

An employee may be placed on disciplinary review for a specified period of time not to exceed six (6) months for each such instance with the understanding that should the causes for such action not be satisfactorily corrected or remedied during the period, subsequent disciplinary action may be taken.

The six (6) month restriction shall apply only to managerial imposition of discipline and is not intended to restrict the ability of a third-party neutral to invoke a greater period of disciplinary review.

An employee on disciplinary review shall serve at the pleasure of his/her appointing authority during such review.

In the case of an employee serving disciplinary review, the forfeiture of appeal rights shall extend only to acts or omissions related to the conditions of such disciplinary review.

### **23.6 Involuntary Leave without Pay**

Any involuntary leave without pay invoked as a disciplinary action under this section against any employee in the County service, whether for one or more periods, shall not exceed sixty (60) calendar days in any one (1) calendar year; provided, however, that where an employee is placed on involuntary leave without pay because of criminal information or indictment filed against such employee, the period of involuntary leave may exceed sixty (60) 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. An employee placed on such involuntary leave shall forfeit all rights, privileges, and salary while on involuntary leave.

The sixty (60) days restriction shall apply only to managerial imposition of discipline and is not intended to restrict the ability of a third-party neutral to invoke a greater period of involuntary leave.

### **23.7 Involuntary Leave Pending Investigation for Disciplinary Action**

An appointing authority or his/her designee may place an employee under his/her control on involuntary leave from his/her position at any time for reasons of investigation for disciplinary action. Such involuntary leave may be either with or without pay subject to the limits set forth in Section 23.6 of this article.

Written notice of such involuntary leave shall be given to the employee as soon as possible but not later than seventy-two (72) hours after such action is taken. Such involuntary leave is not 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 an employee is placed on involuntary leave without pay under this section and the appointing authority takes not disciplinary action, he/she shall reinstate the employee to his/her position and restore all rights and privileges and back pay for the time lost during the involuntary leave.

### **23.8 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 his/her anniversary date but shall not be eligible for advancement to a higher step in the salary range of his/her job classification for a period of six (6) months from the date such reduction in salary became effective.



### **23.9 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) calendar months.

### **23.10 Dismissal**

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

### **23.11 Absence without Leave Separation**

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

Such resignation shall be rescinded by the appointing authority if the employee can show to the satisfaction of the appointing authority that it was impossible to contact the department of employment, provided the employee contacts the department within five (5) working days of notice of separation under this section through United States Mail.

### **23.12 Statute of Limitations**

Any disciplinary action for cause against a County employee shall not be valid unless the notice of disciplinary action is served with one (1) year of the date of discovery of the event which gave rise to the cause of discipline. Matters of serious nature (e.g., fraud, embezzlement, falsification of records) shall require written notice to the employee of disciplinary action within three (3) years after the event which gave rise to the disciplinary action. Disciplinary action based on fraud, embezzlement, or the falsification of records shall be valid, if the notice of such action is served within the 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.

### **23.13 Appeals from Disciplinary Action**

Except as appeal procedures may be available under LAPS, the provisions of this Section shall apply only to permanent or seasonal employees with more than one (1) year of service, and who are not on probation, shall have the right of appeal from disciplinary actions other than written reprimands.

An employee who is eligible to appeal disciplinary actions under this section, may have other disciplinary appeal procedures available to them such as, but not limited to, the LAPS disciplinary appeal procedure. In such cases the employee must, at the time of filing of the initial appeal, indicate which appeal procedure he/she is filing under. This

designation of appeal procedure at the time of filing shall constitute a binding election of that appeal procedure and an irrevocable waiver and forfeiture of any and all rights of appeal under any other appeal procedure.

The written notice of appeal must:

- A. State the basis of the appeal and contain a specific admission or denial of each of the material allegations contained in the notice of disciplinary action; and,
- B. Be filed with the County Administrative Officer within ten (10) working days of the effective date of the disciplinary action or, if appealing pursuant to LAPS procedures, within (30) calendar days from the date of the action; and,
- C. Indicate which of the available appeal procedures the appeal is being filed under (for instance the LAPS procedure or the procedures set forth in this Agreement). An employee, or his/her designated representative, may amend his/her appeal to designate another appeal procedure provided herein, if and only if the filing period allowed herein has not expired.

Appeals to arbitration shall only be filed by the Union. Failure to appeal within the time limit set forth in this section shall constitute an irrevocable waiver of the right to process the appeal to arbitration. Within ninety (90) calendar days of the receipt of the appeal to the County Administrative Officer, the County and the Union shall agree upon an arbitration hearing date.

The parties shall select a mutually acceptable arbitrator. If the parties cannot agree on the arbitrator, they shall request a list of arbitrators from the California State Mediation and Conciliation Service. The fee for the list, if any, shall be shared equally by the parties. An arbitrator shall be selected by the parties alternately striking names from the list. The party to strike first shall be selected by coin toss.

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.

For Units H and K the decision of the 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.

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

## **ARTICLE 24 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 accrued leave.

## **ARTICLE 25 INVOLUNTARY LEAVE WITH PAY**

An employee may be placed on involuntary leave 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 interests of the County and that the employee cannot be effectively used in his/her 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 Section.

## **ARTICLE 26 UNIFORM ALLOWANCE**

Every newly hired Parks Department employee in a maintenance classification and Sheriff's employee covered by the agreement who is required to have and maintain a uniform shall receive an advance credit to be used exclusively to purchase required uniform items. Said uniform items shall be considered the property of the Parks Department or the Monterey County Sheriff's Office for a period of one year from the newly hired employee's date of appointment. Any employee whose employment is terminated prior to the completion of one (1) year of service shall return all uniform items to the department or refund the full uniform credit. Employees who receive the initial uniform credit shall not receive an additional uniform allowance during their first year of employment.

- The new hire advance credits shall be:
  - Parks Department maintenance classifications: two hundred dollars (\$200).
- Sheriff's employees in the following classifications shall receive three hundred and fifty dollars (\$350):
  - Vehicle Abatement Enforcement Officer
  - Corrections Specialist
  - Corrections Specialist Supervisor
  - Custody & Control Specialist
  - Sr. Corrections Specialist
  - Inmate Services Specialist
  - Sr. Inmate Services Specialist
  - Sr. Storekeeper
  - Work Furlough Program Assistant
  - Vehicle Maintenance Coordinator
  - Crime Prevention Specialist

The monthly uniform allowance for eligible employees and which allowance is not covered by the provisions of the first paragraph of this section shall be as follows:

- Upon completion of one year of service the Sheriff's Office shall provide a uniform maintenance allowance for eligible employees as follows:

- The uniform maintenance allowance for eligible employees in the following classifications shall be twenty-five dollars (\$25) per month:
  - Corrections Specialist
  - Corrections Specialist Supervisor
  - Custody and Control Specialist
  - Sr. Corrections Specialist
  - Work Furlough Program Assistant
  - Vehicle Maintenance Coordinator
  - Crime Prevention Specialist
- The uniform maintenance allowance for eligible employees in the following classifications will be fifty dollars (\$50) per month:
  - Vehicle Abatement Enforcement Officer
  - Inmate Services Specialist
  - Sr. Inmate Services Specialist
  - Sr. Storekeeper
- A uniform maintenance allowance for Parks Department employees in maintenance classifications who are required to maintain a class C uniform shall be twenty-five dollars (\$25) per month.
- The Health Department shall provide Animal Services Supervisor the first uniform and a monthly allowance of forty dollars (\$40) for the maintenance, repair and replacement of uniforms. If an Officer leaves the classification within one year after receiving the first uniform, all uniform items shall be returned to the Department.

Payments will be made to each eligible employee no less than quarterly in any year.

The practice of the issuance of coveralls to Public Works Department's employees shall be continued to those presently eligible. In addition, a safety color work shirt shall be issued to Road Maintenance, Bridge Maintenance and Sanitation Worker crew members in those class series on the following basis: Employees, as of the date of the initial distribution, shall receive an initial supply of five (5) shirts and then three (3) shirts each year thereafter. Employees hired after the initial distribution is made shall receive two (2) shirts at the time of hire and three (3) additional shirts per year thereafter. The employees shall be responsible for the maintenance of the shirts (laundry, repairs, etc.) and for the replacement of any shirts lost or damaged beyond repair.

Natividad Medical Center employees who are required by NMC Dress Code policy to wear a uniform will be issued four uniforms per calendar year. Additional uniforms shall be at the sole expense of the employee. Employees shall be responsible for the care and cleaning of the uniforms, with the exception of NMC laboratory employees. The taxability of such uniforms shall be governed by IRS regulations.

Nothing in this section shall be construed to limit the authority of management to require employees to wear a uniform. If employees not covered by the provisions of this agreement are required to purchase or maintain a uniform, the County agrees to meet and confer with the Union concerning a uniform allowance.

## **ARTICLE 27 WINTER RECESS**

In all two 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 all SEIU bargaining units' 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 22 of the following year, shall be forfeited.
  - i) These "Winter Recess" exchange days shall be scheduled in the same manner as vacation unless the department's policy is to schedule vacation per a vacation sign up list; in which case these days shall be scheduled in the same manner as a Floating Holiday
- c) Unit members must be employed by December 23<sup>rd</sup> (in each applicable year of the contract) to be eligible to receive Winter Recess hours for that year. Employees in *unpaid leave of absence* status as of this date shall be entitled to these hours once the employee returns to active paid status.
  - i) These "Winter Recess" exchange days shall be scheduled in the same manner as vacation unless the department's policy is to schedule vacation per a vacation sign up list; in which case these days shall be scheduled in the same manner as a Floating Holiday
- d) Seasonal employees in an *unpaid* status when the Winter Recess hours are loaded shall be entitled to these hours once the employee returns to active paid status.
- e) No payment for unused Winter Recess hours shall be permitted. Winter Recess hours will not be included in the overtime calculation.
- f) Prorating:
  - i) Employees shall receive Winter Recess hours on a pro rata basis according to their full-time equivalency (FTE).
  - ii) Seasonal employees will have Winter Recess hours pro-rated on FTE and pay periods worked per calendar year.

## **ARTICLE 28 BILINGUAL PAY**

### **28.1 Administration:**

The Director of Human Resources or his/her designee is responsible for administration of the bilingual program including approval of bilingual position designations and proficiency testing and certification.

Administration responsibilities shall also include a periodic review of the number and location of bilingual position designations.

The NMC CEO or his or her designee is responsible for administration of the Natividad Medical Center - Qualified Medical Interpreter program.

### **28.1.1 Primary Bilingual Positions:**

Primary bilingual positions are positions required on a regular basis for an amount of time that, on the average, equals thirty-three percent (33%) or more of the total work time to utilize bilingual skills in order to perform the job duties. A primary bilingual designation is assigned to a position, not an incumbent, and in the event the incumbent moves to another position or if the primary bilingual designation of the position is removed because the duties no longer meet the criteria for such designation, his/her bilingual pay will cease.

### **28.1.2 Provisional Bilingual Employees:**

A provisional bilingual employee occupies a position for which bilingual skills are not required, but in order to provide necessary services the department must utilize the bilingual skills of the current incumbent. An employee whose bilingual skills are required on a regular basis for an amount of time that, on the average, equals less than thirty-three percent (33%) of the total work time may be designated as a provisional bilingual employee if there is no alternative method for providing essential bilingual services. Provisional bilingual employee designations expire when any certified incumbent leaves the department in which the designation was made or upon termination of the designation by the department head.

### **28.2 Testing:**

- A.** The employee shall be paid either at Primary or Provisional level. Should any employee transfer to a position which doesn't require bilingual skills (as defined by the Human Resources Department) that employee shall not continue to receive bilingual pay.
- B.** To continue to receive bilingual pay, the employee shall be retested as deemed necessary by the department but no less than every 5 years.
- C.** Bilingual pay shall be effective the first full pay period following the successful completion of the bilingual test.

The County agrees to complete the process to standardize the testing mechanism for bilingual pay by December 31, 2020 with the intent to standardize the application, evaluation and bilingual pay among all SEIU bargaining units.

Upon completion of the standardization of testing process, the parties agree to a limited reopener of Article 28 Bilingual Pay to negotiate bilingual compensation based on the findings of the proposed standardization process.

**28.2.1 Qualifications:**

Ability to qualify for certification of demonstrated proficiency in the required language shall be a requirement for employment in a primary bilingual position, and obtaining certification appropriate for the position within the initial thirty (30) days of employment shall be a condition of continued employment.

Provisional bilingual designations require certification by the Human Resources Department of demonstrated proficiency appropriate for the needs of the department in the required language.

An employee who has received certification of proficiency appropriate for one position may be required to meet new proficiency requirements if he/she moves to a bilingual designated position, which utilizes a different specialized or technical vocabulary.

**28.3 Natividad Medical Center-Qualified Medical Interpreter:**

Employees at NMC, who complete the Medically Qualified Interpreters forty (40) hour program at NMC and are designated as a Qualified Medical Interpreter shall receive a stipend. Continuation of this stipend is dependent upon completing the annual education requirement determined by NMC Human Resources to meet The Joint Commission Standards.

**28.4 Bilingual Pay- Units F, H and J**

Bilingual pay shall be paid to an employee occupying a designated bilingual position who has certification of proficiency in the required language as appropriate for the position starting with the first full pay period following certification.

Eligible employees in Units F and J shall receive only one bilingual pay provision:

- An employee occupying a primary bilingual position shall be paid a bilingual pay differential of fifty-six cents (\$0.56) per hour.
- An employee designated a provisional bilingual employee shall be paid a bilingual pay differential of twenty-five cents (\$0.25) per hour.
- An employee designated as a Qualified Medical Interpreter at NMC shall receive sixty dollars (\$60.00) per pay period.

Eligible employees in Unit H shall receive only one bilingual pay provision:

- An employee occupying a primary bilingual position shall be paid a bilingual pay differential of fifty-six cents (\$0.56) per hour.
- An employee designated a provisional bilingual employee shall be paid a bilingual pay differential of thirty-one cents (\$0.31) per hour.
- An employee designated as a Qualified Medical Interpreter at NMC shall receive sixty dollars (\$60.00) per pay period.

**28.5 Bilingual Skill Pay- Unit K and Merit Designated Bargaining Unit Classifications in Units F and J**

An eligible 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.

**28.6 Child Support Services Department**

Employees in the Child Support Services Department shall participate in the bilingual skills merit testing to qualify and receive the pay in accordance with the Bilingual Skill Pay- F, J and K: Merit Designated Bargaining Unit Classifications article. Employees of Child Support Services hired prior to June 30, 2016 shall be grandfathered and paid in accordance with the Bilingual Pay- Units F, J and H article of this MOU unless the employee passes the merit test. All new hires after June 30, 2016 shall be required to take the merit test for bilingual pay.

**28.7 Bilingual Longevity Incentive Pay- Unit K Only**

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-one dollars (\$521.00) 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.

### **ARTICLE 29 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 30 MILEAGE**

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.

### **ARTICLE 31 POLYGRAPH EXAMS**

It is agreed that the use of polygraph examinations shall be limited to pre-employment background investigations for any higher-level position and investigations in "Criminal Justice" departments into allegations or charges, which if proven true, may constitute the basis for criminal charges.

No bargaining unit employee shall be required to cooperate with, participate in or submit to any polygraph examinations as a condition of continuing employment except as specified above.

### **ARTICLE 32 LAYOFF PROCEDURES**

#### **32.1 Policy**

The County may layoff 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.

The County shall inform Union regarding the effects of any planned reduction in force or layoffs which will affect a department's work force.

The department 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 the Procedure section below shall be followed.

### **32.2.1 Procedure**

Layoffs 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, positions, and number of employees to be eliminated. The department at this time shall provide the Union with a current seniority list for those employees and classes affected.

Layoffs shall be made among all representation unit employees in the same class series within a County department in the following order:

- Temporary employees
- Probationary new employees (excluding promotional probationary employees)
- Seasonal employees (excluding the Agricultural Department)
- Permanent employees

No permanent employee within a department shall be laid off in any class if there are temporary employees in an active status in the same class within that department. Layoff shall be by ranking sequence of employees except as otherwise provided herein.

**A. Rank in Class Defined:** For purposes of layoff rank shall be defined as the length of continuous service in a class series as determined by County personnel records while occupying a permanent position within the County. Continuous service for purposes of ranking for layoff shall be defined to include work related injury leave of up to one (1) year's duration.

**B. A permanent employee subject to layoff may 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.**

**C. 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.

**D. Order of Layoff, Exception to Ranking Sequence:** Layoffs of employees within each category of employment status within a department and within a class series shall be based on ranking sequence unless it can be demonstrated that: 1) an employee possesses special skills, training, or abilities, or 2) the employee's past job performance or

disciplinary record justifies an alternative ranking, or 3) the employee may be, by virtue of ranking sequence subject to disparate treatment.

**E. Ranking in Previous Class:** A permanent full-time employee may elect to be ranked with employees in any class in the same department with the same or lower salary in which the employee has served in permanent status in the County service. An employee must notify his/her appointing authority within two (2) days after receipt of written notice of layoff of election of this option except if the second day following notice of layoff is not a regularly scheduled work day, the employee may give notice on the next work day.

**F. 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. Employees demoted in lieu of layoff pursuant to this paragraph shall not be eligible for the "Y" rating procedure. An employee who accepts a demotion in lieu of layoff shall have the right of restoration to his or her former class when an opening occurs and his or her ranking sequence warrants restoration subject to the provisions of the Reemployment of Employees Laid Off section below.

### **32.2.2 Notice**

Written notice of layoff shall be served on the affected employees in person or mailed by the United States Postal service to the employee's latest address on file with the County. The layoff notice shall be served or mailed at least twenty-one (21) calendar days prior to the expected effective date of separation unless delay results from consideration of demotion under the provisions of Demotion In lieu of Layoff.

The notice shall include:

- The reason for the layoff.
- The effective date of the action.
- A reference to the provisions governing reemployment.
- Notice that employment counseling is available.

A copy of the notice shall be given to the Union.

### **32.2.3 Reemployment of Employees Laid Off**

The names of persons laid off under these procedures shall be maintained on a departmental recall list for the class series from which the employee was laid off for a period of one (1) year from the date of layoff. When using a departmental recall list to fill a position in a class from which layoffs have occurred within the one (1) year recall period, the department head shall reemploy laid off employees from the appropriate departmental recall list 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 layoff status 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, skills or training, or for affirmative action considerations, the

department head may make an exception to the above order of recall to appoint an employee out of ranking sequence.

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 automatically 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
- Re-employment within the County in an equal or higher class
- 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) days to a communication regarding availability of employment.
- Request in writing by the laid off employee to be removed from the list.

#### **32.2.4 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 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 time (ranking) as of the date of separation from County service,
- 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.

### **32.2.5 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:

- 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.
- Restoration of all sick leave credited to the employee's account on the date he was laid off.
- Credit for all prior service for the purpose of determining vacation accrual rates.
- Placement in the same step of the salary range the employee held at the time of layoff.
- Reinstatement of credit for service time (ranking) as of the date of layoff.

### **32.2.6 Insurance Coverage**

Each permanent employee who is enrolled in the County Health Plan at the time of layoff may, prior to the effective date of the layoff, elect to enroll in a health insurance conversion plan offered by our then current health plan administrative carrier. In the event the laid off employee so elects, the County will pay an amount equal to two (2) times the employee only premium at the time of layoff toward the cost of the health insurance conversion plan. The above insurance provision does not apply to employees who retire coincidental to their layoff.

### **32.2.7 Appeal Procedure**

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 this 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 with 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 Arbitration provision of the Grievance procedure section of this Agreement.

## **ARTICLE 33 GRIEVANCE PROCEDURE**

### **33.1 Grievance Defined**

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 restraining, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

A grievance is defined as a dispute over the interpretation or application of this Memoranda 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 sexual orientation, other legally protected status or the applicable procedures for such complaints;
- C.** The exercise of any County rights as specified in this Memoranda, 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 Union Rights section of this Agreement.

### **33.2 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.

### **33.3 No Discrimination**

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

### **33.4 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.

### **33.5 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 Grievances***

**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 Director of Human Resources / Mediation***

**A.** If a grievance is not settled at Step 2 of the procedure, the grievance may be appealed, in writing to the Director of Human Resources 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 Director of Human Resources or his/her designee shall hold a meeting with the grievant within seven (7) working days of the receipt of the appeal.

The Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources or his/her designee to seek within ten (10) working days the assistance of a mediator from the State Conciliation Service 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 Director of Human Resources 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 Director of Human Resources 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.

### **33.6 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.

### **33.7 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.

### **33.8 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.

### **33.9 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.

**33.10 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).

**33.11 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, Winter Recess 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 no 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.

**ARTICLE 34 EMERGENCY AUTHORITY**

Nothing contained herein shall be construed to limit the authority of the County to make changes for the purpose of preparing for or meeting an emergency. For the purposes of this article, any changes in law or circumstances that significantly reduce currently

existing or anticipated revenue levels shall be included within the definition of an emergency. Such emergency actions shall not extend beyond the period of the emergency.

Whenever practicable, the County will meet and consult with the Union prior to taking action under the authority of this section. After taking action under the authority of this section, the County, upon request, will meet and confer with the Union over the practical consequences that the emergency action taken had on those terms and conditions of employment that are within the scope of representation.

### **ARTICLE 35 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, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, 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, shall immediately declare in writing and publicize that such work-stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written 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.

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.

### **ARTICLE 36 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.

### **ARTICLE 37 REQUIRED NOTICE**

In the event Natividad Medical Center, department or division of the County anticipates a pending merger, sale, closure, leasing assignment, divestiture, or other transfer of ownership and/or management of its operations in whole or in part, the Union shall be notified in writing sixty (60) days prior to the effective date of such action. The County agrees to arrange a meeting between the successor employer and the Union for the purpose of discussing a smooth transition of operations, employee wages, hours, working conditions, and Union recognition. The County also agrees to provide the Union a list of names and addresses of all Unit member employees.

This Article shall not be subject to the grievance procedure.

### **ARTICLE 38 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 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 herein, 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.

FOR SEIU LOCAL 521

FOR MONTEREY COUNTY

<u>/s/ Julie Filice</u>	<u>2/6/2020</u>	<u>/s/ Ariana Hurtado</u>	<u>2/6/2020</u>
Signature	Date	Signature	Date
<u>/s/ Deonda Guerrero</u>	<u>2/6/2020</u>	<u>/s/ Ginger Ramirez</u>	<u>2/6/2020</u>
Signature	Date	Signature	Date
<u>/s/ Felipe Enriquez</u>	<u>2/6/2020</u>	<u>/s/ Patsy Girard</u>	<u>2/6/2020</u>
Signature	Date	Signature	Date
<u>/s/ Lenise Gutteriez</u>	<u>2/6/2020</u>	<u>/s/ Kim Moore</u>	<u>2/27/2020</u>
Signature	Date	Signature	Date
<u>/s/ Melissa Musones</u>	<u>2/6/2020</u>		
Signature	Date	Signature	Date
<u>/s/ Laurel Crisan</u>	<u>2/6/2020</u>		
Signature	Date	Signature	Date
<u>/s/ Maritess Wickliff</u>	<u>2/6/2020</u>		
Signature	Date	Signature	Date
<u>/s/ David Rosen</u>	<u>2/6/2020</u>		
Signature	Date	Signature	Date
<u>/s/ Roger Van-Horn</u>	<u>2/6/2020</u>		
Signature	Date	Signature	Date
<u>/s/ Randall Bright</u>	<u>2/6/2020</u>		
Signature	Date	Signature	Date
<u>/s/ Christina Bosser</u>	<u>2/6/2020</u>		
Signature	Date	Signature	Date
<u>/s/ Rebecca Martinez</u>	<u>2/6/2020</u>		
Signature	Date	Signature	Date
<u>/s/ Isabel Sisneros</u>	<u>2/6/2020</u>		
Signature	Date	Signature	Date
<u>/s/ Ernesto Yzquierdo</u>	<u>2/6/2020</u>		
Signature	Date	Signature	Date

/s/ Harriet Stevens                      2/6/2020  
Signature                                      Date                                      Signature                                      Date

/s/ Tammy Young                              2/6/2020  
Signature                                      Date                                      Signature                                      Date

/s/ Patricia Butcher                              2/6/2020  
Signature                                      Date                                      Signature                                      Date

/s/ Melissa Edwards                              2/6/2020  
Signature                                      Date                                      Signature                                      Date

/s/ Araceli Flores                              2/26/2020  
Signature                                      Date                                      Signature                                      Date

/s/ Mark Weirick                              2/6/2020  
Signature                                      Date                                      Signature                                      Date

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**APPENDIX A- BARGAINING UNIT J**

**GENERAL EMPLOYEES UNIT**

## **APPENDIX A-1 CALL-OFF- Natividad Medical Center**

### **A1. 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 On-Call, at the On-Call 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 four (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.

### **A1. 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 Article A1.1.A. above and maximum amount of Call Off hours will follow Section A1.1.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 fourteen (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	

## **APPENDIX A-2 OVERTIME**

### **A2.1 All Unit J (except NMC)**

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 shall be defined a time actually worked in excess of forty (40) hours in a workweek.

For the purposes of this section the hours and dollars associated with a County holiday (whether actually worked or not), vacation, Annual Leave-Vacation and compensatory time off hours shall be considered as hours worked for the purpose of determining overtime. An individual employee's work schedule shall not be altered for the purpose of eliminating overtime compensation equal to that earned as a result of the employee using approved vacation or compensatory time off hours.

Within the same work period (seven (7) days for departments for which overtime is defined as time actually worked in excess of forty (40) hours in a work week) an appointing authority requiring extra hours to be worked by an employee, may require the employee to flex their work hours equal to the extra hours worked with no less than 30-hours' notice to the employee so as not to exceed the overtime threshold for the work period.

**A2.1.1** All County job classes 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.

**A2.1.2** Except as otherwise provided herein, employees in 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.

*A. Forensic Evidence Technician rules regarding CTO*

For Forensic Evidence Technicians the method of compensation shall be determined by the appointing authority after consulting the affected employee, except that Forensic Evidence Technicians shall be allowed to accumulate up to one hundred sixty (160) hours of compensatory time off, after which maximum all overtime shall be paid in cash.

*B. Communications Dispatch rules regarding CTO*

For Communications Dispatcher I/II, the method of compensation shall be determined by the appointing authority after consulting the affected employee.

The employees in these classifications shall be allowed to accumulate up to one hundred sixty (160) hours of compensatory time off (CTO), after which maximum all overtime shall be paid in cash.

*C. Digital Forensic Investigator rules regarding CTO*

For Digital Forensic Investigators, the method of compensation shall be determined by the appointing authority after consulting the affected employee, except that Digital Forensic Investigators shall be allowed to accumulate up to one hundred sixty (160) hours of compensatory time off, after which maximum all overtime shall be paid in cash.

*D. CTO Balance is under 40 hours*

The method of compensation (cash or accrual) shall be determined by the Appointing Authority after consulting the affected employee as long as the employee's compensatory time off accrual balance is no more than forty (40) hours.

*E. CTO Balance is 40 or more hours*

If an employee has a compensatory time off (CTO) balance of at least forty (40) hours the employee shall have the choice of compensation for overtime by either cash or CTO.

**A2.1.3** Employees in overtime exempt classes shall not receive compensation for hours worked beyond eighty (80) hours in a pay period except as may otherwise be authorized by the Board, but may be authorized administrative leave with pay 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.

**A2.1.4** For all other unit job classes that are overtime eligible:

**A.** The method of compensation shall be determined by the Appointing Authority after consulting the affected employee as long as the employee's compensatory time off accrual balance is no more than forty (40) hours.

**B.** If an employee has a compensatory time off accrual balance of at least forty (40) hours but no more than eighty (80) hours, the employee shall have the choice of compensation for overtime by either compensatory time off or cash.

**C.** An employee shall not be allowed to accumulate more than eighty (80) hours of compensatory time off, above which maximum all overtime compensation shall be paid in cash.

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 use of compensatory time off shall be administered by the appointing authority.

**A2.1.5** 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.

The County agrees to observe all requirements of the Fair Labor Standards Act regarding the compensability of travel time as work time.

#### **A2.2 Natividad Medical Center Overtime**

**A.** 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.

**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.

The County agrees to observe all requirements of the Fair Labor Standards Act regarding the compensability of travel time as work time.

## **APPENDIX A-3 SPECIAL PAY PRACTICES**

### **A3.1 Shift Differential**

Employees in all bargaining unit classes who are assigned to and work eight (8) hours or more between 2:31 p.m. and 7:59 a.m. shall be eligible for shift differential pay.

An employee who is called back to work a partial shift for an employee who is regularly assigned to a shift which is eligible for shift differential pay shall be eligible for shift differential pay for hours worked between 5:00 p.m. and 8:00 a.m.

Employees eligible for shift differential shall be paid one dollar and fifty-five cents (\$1.55) per hour for hours actually worked during times designated herein.

#### *NMC Only*

A shift differential of one dollar and fifty-five cents (\$1.55) per hour shall be paid to all represented employees who, as part of their regular shift, work at least four (4) hours between 2:45 p.m. and 7:15 a.m., and whose shift starts after 12:31 p.m.

An employee interested in a change of shift assignment may file a written request for said change with the department. When making shift assignments, management's primary considerations shall be employee written requests and length of service with the department. If management determines that special skills and/or experience are required, said needs will be made known to the employees in the affected classes within the department and these shifts will be assigned based on request(s) and/or length of service of those employees who meet the special skill and/or experience requirements.

Determination of need and assessment of special skills will be at the sole discretion of the departments.

**A3.1.1** Communications Dispatch Designated Regular Hours: Shift differential shall be paid to employees in the Communications Dispatcher classifications (CD I/II) whose work schedule calls for the employee to work at least five hours between 6 p.m. and 6 a.m.

**A3.1.2** Communications Dispatch Overtime Hours: Shift differential shall be paid to employees in the Communications Dispatcher classifications (CD I/II) who work overtime between 6 p.m. and 6 a.m. on an hour for hour basis.

**A3.1.3 Communications Dispatch Exclusions:** Shift differential shall not be paid for hours not actually worked (i.e. for holidays, vacations, sick leave or other time in paid status but not worked). Shift differential shall not be paid in increments of less than one hour.

### **A3.2 On-Call**

Those employees who are placed on On-Call duty in accordance with rules and procedures established by the County for such duty shall be paid at the rate of two dollars and fifty-five cents (\$2.55) per hour. Any worker called by telephone or called out while on On-Call shall receive a minimum of one (1) hour pay. 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 On-Call 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 On-Call duty time and other compensable duty time simultaneously. Time actually worked while on On-Call duty will be compensated at the employee's regular rate of pay.

#### *On-Call for NMC Employees:*

The Chief Executive Officer or his/her designee, after receiving written approval from the Chief Executive Officer, may place employees on On-Call duty. On-Call duty refers to a situation where an off duty employee holds him/herself available for immediate response as directed by management. No employee shall be paid for On-Call duty time and other compensable duty time simultaneously.

Employees placed on On-Call duty shall be paid five dollars (\$5.00) per hour while on On-Call duty. Holidays shall be compensable for On-Call duty.

Any worker who is directed by management to return to her/his work assignment after physical departure from the worksite shall, upon returning to the worksite, receive a minimum of two (2) hours at the employee's regular hourly rate of pay. However, if an employee is called back within that same two (2) hour window the time will be counted as the same two (2) hour minimum. Any hours worked in excess of the two (2) hour minimum will be recorded as hours worked and paid at the employee's regular hourly rate of pay. Employees at Natividad Medical Center must clock-in and clock-out upon arrival and departure when returning from or to On-Call.

Any worker called by telephone to respond to an inquiry by management and not directed to physically return to the worksite shall receive a minimum of one (1) hour at the employee's regular hourly rate of pay. However, inquiry calls within that same one (1)

hour window will be counted as the same one (1) hour minimum. Any inquiry calls in excess of the one (1) hour minimum will be recorded as hours worked and paid at the employee's regular hourly rate of pay. At NMC, examples of an "inquiry call" in this case may include but not be limited to: assisting someone over the telephone to respond to or reset an alarm; or to log onto a computer system remotely for troubleshooting purposes.

*On-Call for Information Technology Department Employees:*

Those employees who are placed on On-Call duty in accordance with rules and procedures established by the County for such duty shall be paid at the rate of five dollars (\$5.00) per hour. Any worker called by telephone or called out while on On-Call shall receive a minimum of one (1) hour pay. 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 On-Call 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 On-Call duty time and other compensable duty time simultaneously. Time actually worked while on On-Call duty will be compensated at the employee's regular rate of pay.

**A3.3 Call-Back**

In those situations, where an employee who is not on standby duty or otherwise being compensated and who, following the completion of this/her work day and departure from his/her place of employment, is unexpectedly called back and must report to a work site in response to a directive from management on short notice because of an emergency situation, that employee shall be credited with a minimum of two (2) hours or work for each call back. Any employee may be required to perform other duties for the duration of the two (2) hours at the discretion of management.

**A3.3.1 Call-Back- Natividad Medical Center**

Where an employee who is not placed on-call or otherwise being compensated to hold themselves available and who, following the completion of his/her work day and departure from his/her place of employment work-site, is unexpectedly called back and must report to their work site in response to a directive from management because of unanticipated work requirements, that employee shall be credited with a minimum of one (1) hour or actual time worked whichever is greater. The employee shall be paid one and one-half (1 1/2) times the base rate. The employee may be required to perform other duties for the duration of the one hour at the discretion of management.



Once an employee has initially been called back to duty under Call Back conditions, no additional Call Back work credit shall be credited for any subsequent call back which occurs within the initial call back minimum period. Correspondingly, only one call back minimum will apply during any subsequent call back period which occurs more than one (1) hour after the completion of any prior Call Back period.

#### **A3.4 Call-Back While Using Winter Recess Hours**

An employee called back to work while using Winter Recess hours, may change their pay event and utilize Winter Recess hours on a future date in compliance with the Winter Recess article of the master contract.

#### **A3.5 Show Up Time**

If a permanent full-time employee reports to work for their regularly scheduled shift and is not permitted to work because of circumstances within the control of the County, that employee shall be entitled to two (2) hours of pay.

#### **A3.6 Y-Rate Procedure**

“Y-rating” is a procedure whereby an employee who is reclassified to a class having a lower salary range than his/her current class may retain his/her current salary after the reclassification to the lower class. The employee’s salary at the time of the Y-rate shall not increase until such time as the maximum salary of the class to which the employee was reclassified exceeds the employee’s salary.

When an employee’s current rate of pay falls between the step authorized for the lower paid class, he or she shall continue to receive the current rate of pay until such time as an authorized increase in pay or step increase can be granted which places the employee at a step in the range without increasing his/her salary by an amount more than that normally provided by the salary increase or step advancement.

The salary on Y-rate shall be only the rate of pay in effect for the employee’s class and step on the day prior to the effective date of the Y-rate action, as shown in appendices A and B of the Personnel Practices & Procedures Resolution.

Bilingual, float and charge pay differentials shall not be added to the Y-rate.

The Director of Human Resources or his/her designee shall have the sole authority to approve or deny a Y-rate for an employee who is reclassified to a lower class.

A permanent employee with over one (1) year of continuous service and who is not on probation in a class at the time of his/her reclassification to a lower class, who is denied the application of a Y-rate by the Director of Human Resources or his/her designee, may appeal such denial to a joint committee consisting of the Director of Human Resources or his/her designee, a representative chosen by the Union and a third party chosen by the first two appointees.

All other employees not Y-rated shall have no appeal. Y-rating is not subject to the grievance procedure.

### **A3.7 Professional Development Stipend**

On the first pay period of each new calendar year, if the employee is receiving regular wages or integrated hours (i.e. is receiving a County check), Unit employees will receive a professional development stipend of one hundred dollars (\$100). Employees in unpaid leave of absence status as of this date shall also be entitled to this stipend in the pay period following that in which the employee returns to active paid status.

### **A3.8 Communications Dispatch**

#### **A3.8.1 Charge Dispatcher Pay**

Charge Dispatcher Pay differential of one dollar and fifty cents (\$1.50) per hour shall be paid to an employee in the classification of Communications Dispatcher II assigned limited duties of the Duty Supervisor such as: covering last minute staffing shortages, coordinating technical work in the Center when needed, and deploying dispatchers to channel assignments. The differential is paid on an hour-for-hour basis for the actual time performing the higher level duties.

To be eligible for the Charge Dispatcher Pay, the following shall apply:

1. Assignment is only made if no Shift Supervisor is available;
2. Assignment is approved by the Department Head or designee;
3. Assigned dispatcher must have successfully completed the Assistant Duty Supervisor Training prior to being assigned.

#### **A3.8.2 Competency Pay**

Competency Pay differential of two dollars (\$2.00) per hour shall be paid to an employee in the classification of Communications Dispatcher II cross trained to dispatch both Law and Fire disciplines. Training will be based on operational business needs and may include up to two (2) employees per year.

To be eligible for Competency Pay, the following shall apply:

1. Certified competency by the Operations Manager as a Law/Fire Cross-Trained Dispatcher (All channels including Salinas Police Department and Sheriff's Office);
2. Perform Law/Fire dispatch assignment for a minimum of four (4) hours per week

The Director of Emergency Communications may re-evaluate and/or reassign a Law/Fire Cross-Trained Dispatcher.

#### **A3.8.3 Communications Training Officer Pay (CTO)**

Training Pay differential of eight percent (8%) has been deleted and replaced with the following:

Communications Training Officer Pay (CTO) of two dollars and sixty-five cents (\$2.65) per hour shall be paid to an employee in the classifications of Communications Dispatcher I and II assigned to train newly hired dispatchers. The differential is paid on an hour-for-hour basis during actual training time.

To be eligible for CTO Pay, the following shall apply:

1. Trained, Certified and designated as a Communications Training Officer by the Operations Manager;
2. Assignment is approved by the Operations Supervisor and/or Manager;
3. Training assignments shall be no less than one full hour (60 minutes) in duration

### **A3.9 Incentive Pay for Deputy Agricultural Commissioner or Deputy Sealer License**

Upon authorization by the Appointing Authority, the County shall provide a pay incentive of three percent (3%) to employees in the classifications of Ag Inspector/Biologist III and Weights & Measures Inspectors III for possession and maintenance of either Deputy Agricultural Commissioner or Deputy Sealer license. This incentive pay is limited to three percent (3%) per person. If the license is allowed to lapse, the special pay practice will cease until such time as the employee completes the necessary steps to regain the license.

### **A3.10 NMC Certification Pay**

#### **A. Health Information Management Coder I/II**

The Health Information Management Coder I/II may receive Certification Pay if they possess one of the following:

- Certified Professional Coder (CPC) - 5% or
- Certified Professional Coder- Payer (CPC-P) - 5%

The certification must be submitted to the NMC Human Resources Department and be validated with the AAPC.

#### **B. Patient Account Representative I/II Senior Patient Account Representative**

The Patient Account Representative I/II or Senior Patient Account Representative may receive Certification Pay if they possess and maintain the following certification:

- Certified Professional Biller (CPB) - 5%

The certification must be submitted to the NMC Human Resources Department and be validated with the AAPC.

### **A3.11 Boots**

Eligible employees will be provided with boots in compliance with the County of Monterey Safety Boots Program.

### **A3.12 Custody and Control Specialist Training Pay**

Training pay of one dollar and fifty cents (\$1.50) per hour shall be paid to employees in the classification of Custody and Control Specialist (CCS) to train newly hired CCS. The differential is paid on an hour-for-hour basis during actual training time.

To be eligible for training pay, the following shall apply:

1. Designated and assigned as a trainer by the Sheriff;
2. Training assignments shall be made at the sole discretion of the Sheriff and an employee so assigned shall serve in those assignments at the pleasure of the Sheriff; and
3. Training assignments shall be no less than one full hour (60 minutes) in duration.

<b>APPENDIX A-4 SCRUBS</b>
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The hospital will issue scrubs to be used by Health Care workers in the Labor and Delivery, MIU, NICU, Nursery, Central Sterile and Operating Room.

Natividad Medical Center will provide Personal Protective Equipment (PPE) to hospital personnel in accordance with Cal/OSHA regulations. No employee exposed to blood, body fluids and tissue on their scrubs shall dispose of and maintain scrubs at home when saturated during the course of employment. NMC and the Union agree to meet and confer to address the replacement of saturated scrubs and process for implementation.

**APPENDIX B- BARGAINING UNIT F**

**SUPERVISORY EMPLOYEES UNIT**

## **APPENDIX B-1 CALL-OFF – Natividad Medical Center**

### **B1.1 Non-Overhead Departments**

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:

- Anyone who wishes to volunteer for call off will be considered
- Agency/Registry Temporaries
- County temporaries (per diems)
- County permanent employees on overtime (part-time or permanent)
- 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).
- 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 On-Call, at the On-Call 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 four (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.

**B1.2 Overhead Departments**

For overhead departments, 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 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 and maximum amount of Call Off hours will follow Article B1.1.A and Article B1.1.G, respectively. 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 for 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	

## APPENDIX B-2 OVERTIME

### **B2.1 All Unit F Employees (Except NMC Employees)**

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 shall be defined as time actually worked in excess of forty (40) hours in a workweek.

For the purposes of this section the hours and corresponding dollar values associated with a County holiday (whether actually worked or not), vacation and compensatory time off shall be counted in calculating the regular rate of pay. An individual employee's work schedule shall not be altered for purpose of eliminating overtime compensation equal to that earned as a result of the employee using approved vacation or compensatory time off hours.

Within the same work period [seven (7) days for departments for which overtime is defined as time actually worked in excess of forty (40) hours in a work week, or fourteen (14) days for a department for which overtime is defined as time actually worked in excess of eighty hours (80) in a pay period] an appointing authority requiring extra hours to be worked by an employee, may require the employee to flex their work hours equal to the extra hours worked with no less than 30-hours' notice to the employee so as not to exceed the overtime threshold for the work period.

**B2.1.1** All County job classes shall be designated 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.



**B2.1.2** Except as otherwise provided herein, employees in 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 method of compensation shall be determined by the Appointing Authority after consulting the affected employee as long as the employee's compensatory time off accrual balance is no more than forty (40) hours.

If an employee has a compensatory time off accrual balance of at least forty (40) hours but no more than eighty (80) hours, the employee shall have the choice of compensation for overtime by either compensatory time off or cash.

An employee shall not be allowed to accumulate more than eighty (80) hours of compensatory time off, above which maximum all overtime compensation shall be paid in cash.

All hours worked by non-exempt employees and the designation of overtime as compensatory time or cash, shall be reported on payroll sheets submitted to the Auditor-Controller each pay period, and a balance of compensatory time off shall be kept on the employee's check stub. The use of compensatory time off shall be administered by the Appointing Authority.

**A. Emergency Communications Shift Supervisor/Emergency Communications Operations Supervisor rules regarding CTO**

For Emergency Communications Shift Supervisor and Emergency Communications Operations Supervisor, the method of compensation shall be determined by the appointing authority after consulting the affected employee.

The employees in Emergency Communications Shift Supervisor and Emergency Communications Operations Supervisor classifications shall be allowed to accumulate up to one hundred sixty (160) hours of compensatory time off (CTO), after which maximum all overtime shall be paid in cash.

**B. CTO Balance is under 40 hours**

The method of compensation (cash or accrual) shall be determined by the Appointing Authority after consulting the affected employee as long as the employee's compensatory time off accrual balance is no more than forty (40) hours.

**C. CTO Balance is 40 or more hours**

If an employee has a compensatory time off (CTO) of at least forty (40) hours the employee shall have the choice of compensation for overtime by either cash or CTO.

**B2.1.3** 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, but may be authorized administrative leave with pay 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.

**B2.1.4** The County agrees to observe all requirements of the Fair Labor Standards Act regarding the compensability of travel time as work time.

**B2.1.5** Employees classified as Supervising Communications Dispatcher shall not be allowed to accumulate (bank) more than one hundred sixty (160) hours of compensatory time off (CTO). The Appointing Authority maintains the right to review the CTO bank, as necessary, for the purpose of increasing or decreasing bank hours.

**B2.1.6** Employees classified as Supervising Forensic Evidence Technician shall accumulate (bank) up to one hundred sixty (160) hours of compensatory time off, above which maximum all overtime shall be paid in cash.

## **B2.2 Natividad Medical Center Overtime**

**A.** 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.

**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:

Compensatory time off at the rate of one and one-half (1 1/2) hours credit for each hour of overtime, or;

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 for certain classifications at Natividad Medical Center: Notwithstanding the definition of overtime set forth above, employees of Natividad Medical Center in the following classes shall have overtime defined as time worked in excess of the employees' normal working shift of eight (8) hours or more.**

Supervising Clinical Laboratory Scientist  
Supervising Radiologic Technologist  
Supervising Clinic Nurse

**F. 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.

## **APPENDIX B-3 SPECIAL PAY PRACTICES**

### **B3.1 Compaction**

The parties have met and compiled data on supervisory classifications within a series and identified the following classifications whose salaries were within five percent (5%) of the highest level classification they supervise within the same series:

- Behavioral Health Unit Supervisor
- Supervising Public Health Nurse
- Supervising Clinic Nurse
- Supervising Nurse I

The parties agree that the salary ranges of the classifications listed above will be adjusted such that they are set at five percent (5%) above the highest level classification they supervise within the series.

All Unit F classifications shall be eligible to receive special pay practices of competency, certification, modality, float, longevity, differential and bilingual pay made available to supervised classifications within the same classification series unless another amount is designated for the Unit F classification. To be eligible for additional special pay practices, Unit F employees must meet the same conditions required of the eligible staff they supervise.

The parties agree that, upon implementation of the special pay practices and salary adjustments as listed above, the 2016-2019 study is complete.

### **B3.2 Shift Differential**

Employees in all bargaining unit classes who are assigned to work eight (8) hours or more between 2:31 p.m. and 7:59 a.m. shall be eligible for shift differential pay.

An employee who is called back to work a partial shift for an employee who is regularly assigned to a shift which is eligible for shift differential pay shall be eligible for shift differential pay for hours worked between 5:00 p.m. and 8:00 a.m.

Employees eligible for shift differential shall be paid one dollar and fifty-five cents (\$1.55) per hour for hours actually worked during times designated herein.

### NMC Only

A shift differential of two dollars (\$2.00) per hour shall be paid to all represented employees who, as part of their regular shift, work at least four (4) hours between 2:45 p.m. and 11:15 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 cents (\$3.50) per hour shall be paid to employees who, as a part of their regular shift, work at least four (4) hours after 10:45 p.m. and before 7:15 a.m.

Supervising Nurse I/II  
Supervising Public Health Nurse  
Supervising Public Health Nutritionist  
Supervising Dietician  
Environmental Health Specialist IV  
Supervising Clinic Nurse  
Supervising Clinical Lab Scientist  
Supervising Radiology Technician

An employee in this unit who supervises Health Care Unit employees at NMC shall be eligible for shift differential pay pursuant to the term and conditions of the current Health Care Unit Memorandum of Understanding applicable to the employees he/she supervises.

### **B3.2 Emergency Communications**

#### **B3.2.1 Communications Dispatch Designated Regular Hours**

Shift differential of one dollar and fifty-five cents (\$1.55) shall be paid to employees in the classification of Emergency Communications Shift Supervisor whose work schedule calls for the employee to work at least five hours between 6 p.m. and 6 a.m.

Shift differential shall not be paid for hours not actually worked (i.e. for holidays, vacations, sick leave or other time in paid status but not worked). Shift differential shall not be paid in increments of less than one hour.

#### **B3.2.2 Competency Pay**

Competency Pay differential of two dollars (\$2.00) per hour shall be paid to an employee in the classification of Shift Supervisor cross trained to dispatch both Law and Fire disciplines. Training will be based on operational business needs and may include up to two (2) employees per year.

To be eligible for Competency Pay, the following shall apply:

- Certified competency by the Operations Manager as a Law/Fire Cross-Trained Dispatcher (All channels including Salinas Police Department and Sheriff's Office)
- Perform Law/Fire dispatch assignment for a minimum of four (4) hours per week

The Director of Emergency Communications may re-evaluate and/or reassign a Law/Fire Cross-Trained Dispatcher.

### **B3.2.3 Communications Training Officer Pay (CTO)**

Communications Training Officer Pay (CTO) of two dollars and sixty-five cents (\$2.65) per hour shall be paid to an employee in the classifications of Shift Supervisor assigned to train newly hired dispatchers. The differential is paid on an hour-for-hour basis during actual training time.

To be eligible for CTO Pay, the following shall apply:

- Trained, Certified and designated as a Communications Training Officer by the Operations Manager;
- Assignment is approved by the Operations Supervisor and/or Manager;
- Training assignments shall be no less than one full hour (60 minutes) in duration

### **B3.3 On-Call**

A. An Appointing Authority may place employees on standby duty. Standby duty refers to a situation where an off duty employee holds him/herself available to report to the assigned site for immediate response as directed by management and in accordance with department policy.

No employee shall be paid for standby duty time and other compensable duty time simultaneously.

Employees placed on standby duty shall be paid Two Dollars Fifty-Five Cents (\$2.55) per hour while on standby duty. Holidays shall be compensable for standby duty. Standby duty status and compensation shall cease when the employee is called by telephone or actually reports to the work site for duty. A minimum of one (1) hour of "on duty" pay shall be paid when an employee on standby status is called by telephone or is called in to work. The intent of the parties is to compensate employees for a minimum of one hour, or time actually worked, whichever is greater. It is not the intent that an employee receives a minimum of one hour for each short telephone call received. E.g. it is not the intent that an employee gets eight separate one-minute telephone calls and is paid eight separate one hour minimums, for a total of eight hours pay. Any worker called by telephone or called out while on standby shall receive a minimum of one (1) hour pay. 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.

**B.** Permanent employees at the Health Department 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. While it is understood that the County has the sole authority to change the 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 when called off standby duty will be compensated at the rate of one and one-half (1½) times their regular rate of pay.

**C.** Social Worker Supervisor II's at the Department of Social Services 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. While it is understood that the County has the sole authority to change the 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 on-half (1 ½) 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.

**D.** Notwithstanding other provisions of the Natividad Medical Center Overtime Section, Supervising Clinical Laboratory Scientist and Supervising Therapist shall be compensated for standby pay at the rate of \$12.00 per hour.

**E.** Notwithstanding other provisions of the Natividad Medical Center Overtime Section, Supervising Nurse I/II shall be compensated for standby pay at the rate of \$20.00 per hour.

### **B3.4 Call- Back**

In those situations where an employee who is not on standby duty or otherwise being compensated and who, following the completion of this/her work day and departure from his/her place of employment, is unexpectedly called back and must report to a work site in response to a directive from management on short notice because of an emergency situation, that employee shall be credited with a minimum of two (2) hours or work for each call back. Any employee may be required to perform other duties for the duration of the two (2) hours at the discretion of management.

#### **B3.4.1 Call-Back Natividad Medical Center**

Where an employee who is not placed on-call or otherwise being compensated to hold themselves available and who, following the completion of his/her work day and departure from his/her place of employment work-site, is unexpectedly called back and must report to their work site in response to a directive from management because of unanticipated work requirements, that employee shall be credited with a minimum of one (1) hour or actual time worked whichever is greater. The employee shall be paid one and

one-half (1 1/2) times the base rate. The employee may be required to perform other duties for the duration of the one hour at the discretion of management.

Once an employee has initially been called back to duty under Call Back conditions, no additional Call Back work credit shall be credited for any subsequent call back which occurs within the initial call back minimum period. Correspondingly, only one call back minimum will apply during any subsequent call back period which occurs more than one (1) hour after the completion of any prior Call Back period.

### **B3.5 Show up Time**

If a permanent full-time employee reports to work for their regularly scheduled shift and is not permitted to work because of circumstances within the control of the County, that employee shall be entitled to two (2) hours of pay. Employee may be required to perform other duties for the duration of the two (2) hours at the discretion of management.

### **B3.6 Y-Rate Procedure**

"Y-rating" is a procedure whereby an employee who is reclassified to a class having a lower salary range than his/her current class may retain his/her current salary after the reclassification to the lower class. The employee's salary at the time of the Y-rate shall not increase until the maximum salary of the class to which the employee was reclassified exceeds the employee's salary.

When an employee's current rate of pay falls between the step authorized for the lower paid class, he or she shall continue to receive the current rate of pay until an authorized increase in pay or step increase can be granted which places the employee at a step in the range without increasing his/her salary by an amount more than that normally provided by the salary increase or step advancement.

The salary on Y-rate shall be only the rate of pay in effect for the employee's class and step on the day prior to the effective date of the Y-rate action, as shown in appendices A and B of the Personnel Policies & Practices Resolution.

Bilingual, float and charge pay differentials shall not be added to the Y-rate.

The Director of Human Resources or his/her designee shall have the sole authority to approve or deny a Y-rate for an employee who is reclassified to a lower class. A permanent employee with over one (1) year of continuous service and who is not on probation in a class at the time of his/her reclassification to a lower class, who is denied the application of a Y-rate by the Director of Human Resources or his/her designee, may appeal such denial to a joint committee consisting of a designee of the Director of Human Resources or his/her designee, a representative chosen by the Union and a third party chosen by the first two appointees. All other employees not Y-rated shall have no appeal. Y-rating is not subject to the grievance procedure.

### **B3.7 Ten Hour Break Rule**

Employees in at 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 the appropriate rate of pay as determined in accordance with the standards set forth in the Overtime Article for the hours worked in the second shift.

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 the Call-Back Natividad Medical Center Article 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.

### **B3.8 Professional Development Stipend**

On the first pay period of each new calendar year, Unit employees will receive a professional development stipend of one hundred dollars (\$100). Employees in unpaid leave of absence status as of this date shall also be entitled to this stipend in the pay period following that in which the employee returns to active paid status.

### **B3.9 Emergency Response Team**

Employees in the classification of Environmental Specialist IV who serve on the Environmental Health Emergency Response Team shall receive compensation on an hour for hour basis (straight time), for time spent on call-outs outside of their regular work hours. Employees shall be credited with a minimum of three (3) hours of work for all call-outs. (The terms of this paragraph shall not set a precedent to change the overtime eligibility status or FLSA eligibility status of employees in these classifications in any way whatsoever.)

### **B3.10 Longevity/Performance Stipend**

Unit employees, who accrue at least twenty years of County service and who maintain a satisfactory performance rating, as determined by the annual performance review process, will receive a stipend of four percent (4%) of their base wages. Stipends of up to eight percent (8%) may be earned for performance determined to be outstanding. The bonus will be paid bi-weekly.

Employees in the following F Unit classifications shall be eligible for the Longevity/Performance Stipend based on the same terms and conditions applicable to Unit H employees.

Supervising Nurse I/II  
Supervising Public Health Nurse  
Supervising Public Health Nutritionist  
Environmental Health Specialist IV  
Supervising Clinic Nurse  
Supervising Clinical Lab Scientist  
Diagnostic Imaging Supervisor  
Supervising Therapist  
Supervising Cardiopulmonary Technician  
Supervising Dietician

### **B3.11 Supervising Nurse Certification Pay**

#### **Natividad Medical Center:**

Unit members employed by NMC and who obtain and maintain any of the certifications listed below under their work unit shall be paid \$1.05/hour. Such compensation shall begin in the pay period after the employee provides proof of certification to the NMC Human Resources Department. Such compensation shall cease if the member's certification lapses.

#### **Clinic Services**

Ambulatory Care Nursing issued by American Nurses Credentialing Center (ANCC).  
Orthopedic Nurse Certified (ONC) issued by the Orthopedic Nurses Certification Board

#### **Diabetes Clinic**

Certified Diabetes Educator issued by National Certification Board of Diabetes Educators

#### **Case Management**

Case Management Certification issued by Commission for Case Manager Certification

#### **Infection Control**

Infection Control Certification issued by the Certification Board of Infection Control and Epidemiology, Inc.

#### **Quality Department**

The Certified Professional in Healthcare Quality (CPHQ) issued by the National Association for Health Care Quality

#### **Emergency Room**

Certified Emergency Nurse (CEN) issued by the Board of Certification for Emergency Nursing

#### **Mental Health**

Registered Nurse Certified Psychiatric-Mental Health Nursing issued by American Nurses Credentialing Center (ANCC)

#### **ARU**

Certified Rehabilitation Registered Nurse (CRRN) issued by the Rehabilitation Nursing Certification Board (RNCB)

#### **Pediatrics**

Registered Nurse Certified Pediatric Nursing (RN-BC) issued by the American Nurses Credentialing Center (ANCC)

#### **Med/Surg**

Forensic Nursing Advanced issued by American Nurses Credentialing Center (ANCC)

Medical-Surgical Nursing issued by American Nurses Credentialing Center (ANCC)

CCRN-E- Tele-ICU Acute/Critical Care Nursing (Adult) issued by American Nurses Credentialing Center (ANCC)

#### **ICU**

Acute/Critical Care Nursing issued by American Nurses Credentialing Center (ANCC)

#### **NICU**

Certified Neonatal Intensive Care Nursing (RNC-NIC) issued by the National Certification Corporation

#### **Labor & Delivery**

High risk Perinatal Nursing issued by American Nurses Credentialing Center (ANCC)

Perinatal Nursing issued by American Nurses Credentialing Center (ANCC)

Certified Inpatient Obstetric Nursing (RNC-OB) issued by the National Certification Corporation

High Risk Obstetric Nursing issued by the National Certification Corporation

**MIU**

Maternal Newborn Nursing issued by the National Certification Corporation

High Risk Perinatal Nursing issued by American Nurses Credentialing Center (ANCC)

Perinatal Nursing issued by American Nurses Credentialing Center (ANCC)

Lactation Consultant issued by International Board of Lactation Consultant Examiners

**Surgical Services**

Certified Nursing Operating Room (CNOR) issued by the Competency & Credentialing Institute (CCI)

**Wound Care**

Certified Wound Care Nurse (CWOCN) issued by the Wound Ostomy Continence Nursing Certification Board (WOCNC)

**NICE Team**

Informatics Nursing issued by American Nurses Credentialing Center (ANCC)

For both Natividad Medical Center and the Health Department employees shall be compensated for only one certification for a maximum of a \$1.05 per hour.

**Health Department:**

Unit F members employed by the Health Department who obtain and maintain any of the certifications listed below under their work unit shall be paid \$1.05/hour. Employee shall be compensated for only one certification, irrespective of the number of certifications possessed. Such compensation shall begin in the pay period after the employee provides proof of the certification to Health Department Human Resources. Such compensation shall cease if the member's certification lapses.

**Registered Nurses in Clinics**

Ambulatory Care Nursing from American Nurses Credentialing Center (ANCC)

Certified Diabetes Educator from National Certification Board for Diabetes Educators

Certified Asthma Educator from National Asthma Educator Certification Board

Case Management Certification from Commission for Case Manager Certification

**Public Health Regional Team**

Case Management Certification from the Commission for Case Manager Certification

Certified Diabetes Educator from National Certification Board for Diabetes Educators

Certified Asthma Educator from National Asthma Educator Certification Board

**TB**

Case Management Certification from Commission for Case Manager Certification

**Communicable Disease**

Case Management Certification from Commission for Case Manager Certification

**Children's Medical Services**

Case Management Certification from Commission for Case Manager Certification

It is understood that the above list may not be all-inclusive. If an employee believes that there is a certification that should be included, the employee can request the Department

Head to consider having the certification added to the eligible certificates. Discretion to make the decision solely lies within the Department Head, and the decision is not subject to the grievance procedure.

### **B3.12 Professional Stipend for Natividad Medical Center**

All Supervising Registered Nurses (Supervising Nurse I, Supervising Nurse II) shall receive a two hundred fifty dollar (\$250.00) stipend, payable the first pay period in January, for the duration of this agreement.

### **B3.13 Float Pay**

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

Employees required to float shall have the option of cross-training to units of their choice by designating their first, second and third priority areas. Considering skill levels in each unit, NMC shall make a reasonable effort to cross-train employees in one or more of their designated priority area, to rotate the float duty among staff members, and to float per diem employees first, considering patient care needs. NMC shall continue to make reasonable efforts to increase the staffing in the float pool.

B. Employees in the classification of Supervising Clinic Nurse, Supervising Nurse I, and Supervising Nurse II who work in the Outpatient Clinics shall receive float pay only when reassigned as follows:

From any Outpatient Clinic to an Inpatient unit

From any Outpatient Clinic to the Outpatient Surgical Services

From any Outpatient clinic to the Emergency Room

C. NMC shall provide core training, competencies and on-going training as new evidence based practices dictate, to all clinical staff to ensure that patient safety and best practice is maintained, in order for clinical staff to continue the ability to “Float” to areas for providing safe staffing care.

### **B3.14 Natividad Medical Center Certification Pay**

A. Health Information Management Coding Supervisor: The Health Information Management Coding Supervisor may receive Certification Pay if they possess one of the following:

- Certified Professional Coder (CPC)- 5%
- Certified Professional Coder- Payer (CPC-P)- 5%

The certification must be submitted to the Human Resources Department and be validated with the AAPC.

**B. Supervising Patient Account Representative:** The Supervising Patient Account Representative may receive Certification Pay if they possess and maintain the following certification:

- Certified Professional Biller (CPB)- 5%

The certification must be submitted to the Human Resources Department and be validated with the AAPC.

**B3.15 Sick Leave Bonus- Natividad Medical Center**

Employees of NMC shall be eligible for the following Sick Leave Bonus if the below criteria is met:

- Employees must be employed by NMC at least ten (10) months during the calendar year, beginning January 1 to December 31.
- Employees need to be in an active status for at least ten months between January 1 and December 31.
- Employees must be employed at the time the bonus is paid out to receive any bonus earned. Paid time while on FMLA or any other leave of absence is not considered active status for purposes of this bonus.

Employees in the below listed classifications will be eligible for the Sick Leave Bonus listed below:

- Supervising Clinic Nurse
- Supervising Nurse I
- Supervising Nurse II

*Bonus Level 1-* Employees will be eligible for a three thousand- dollars (\$3,000) bonus to be paid out on the first full pay period in February if the employee has two (2) or less sick and/or unscheduled absence occurrences between January 1 and December 31.

*Bonus Level 2-* Employees will be eligible for a one thousand five hundred-dollars (\$1,500) bonus to be paid out on the first full pay period in February if the employee has greater than two (2), and less than four (4) sick and/or unscheduled absence occurrences between January 1<sup>st</sup> and December 31<sup>st</sup>.

For purposes of this Bonus active status means time coming to work; paid time while on FMLA or any other leave of absence is not considered active status for purposes of this Bonus.

Regular rate of pay, for purposes of calculating this bonus, shall be the rate of pay calculated as provided by the Fair Labor Standards Act (FLSA). Only the hours that meet the criteria with FLSA shall be used.

NMC Sick Leave Bonus: Unit members who are less than 0.9 FTE will have their Sick Leave Bonus pro-rated based on their FTE status as of the last pay period in December or each year.

An occurrence is defined as a period of consecutive days where an employee calls in sick. For example, if an employee calls in sick on a Monday and Tuesday but comes to work on Wednesday, this is one occurrence.

### **B3.16 Boots**

Eligible employees will be provided with boots in compliance with the County of Monterey Safety Boots Program.

### **B3.17 Crisis Team**

When a Health Department employee whose regular assignment is Behavioral Health Unit Supervisor (BHUS) agrees to cover one or more shifts and performs the work normally performed by a Crisis Intervention Specialist II on the Crisis Team at NMC, the BHUS shall be paid straight time hour for hour for all hours worked in this capacity at the hourly rate of the top step of the Crisis Intervention Specialist II. In the event a BHUS agrees to work on the Crisis Team at NMC in the shift-lead worker capacity, the employee shall be paid straight time hour for hour for all hours worked in that capacity at the hourly rate of the top step of the Senior Psychiatric Social Worker.

Such work on the Crisis Team shall not interfere with the employee's performance of his/her regular BHUS assignment. If management finds that such work does interfere with the employee's performance of his/her regular duties, management reserves the right to deny the employee's request to accept shifts on the Crisis Team.

A BHUS who agrees to work a shift on the Crisis Team on an official County holiday shall be compensated for the holiday and for all hours worked in the capacity of Crisis Intervention Specialist II on the Crisis Team.

The BHUS who supervises the Crisis Team shall not be eligible for the provisions of this section.

It is not the intent of the County to allow an employee to schedule paid leave (e.g. Vacation, Annual Leave-Vacation) and work the Crisis Team. With the exception of official County Holidays, unit members will not be eligible to cover a shift during their time off.

### **B3.18 Crisis Team Differential**

Employees in the classification of Behavioral Health Unit Supervisor, whose full-time position is regularly assigned to the Crisis Team or Mobile Crisis Team, shall be eligible to receive a differential of five percent (5%) of their base wages.

## **APPENDIX B-4 SCRUBS**

The hospital will issue scrubs to be used by Health Care workers in the Labor and Delivery, MIU, NICU, Nursery, Central Sterile and Operating Room.

Natividad Medical Center will provide Personal Protective Equipment (PPE) to hospital personnel in accordance with Cal/OSHA regulations. No employee exposed to blood, body fluids and tissue on their scrubs shall dispose of and maintain scrubs at home when saturated during the course of employment. NMC and the Union agree to meet and confer to address the replacement of saturated scrubs and process for implementation.

**APPENDIX C- BARGAINING UNIT H**

**HEALTH EMPLOYEES UNIT**



## **APPENDIX C-1 CALL-OFF- Natividad Medical Center**

### **C1.1 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:

- Anyone who wishes to volunteer for call off will be considered
- Agency/Registry Temporaries
- County temporaries (per diems)
- County permanent employees on overtime (part-time or permanent)
- 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).
- 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 On-Call, at the On-Call 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.

### **C1. 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, worker's 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 C1.1. A. above and maximum amount of Call Off hours will follow Section C1.1. 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	

## **APPENDIX C-2 OVERTIME**

### ***ALL UNIT H (EXCEPT NMC)***

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.

The following sections apply to job classes designated as exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Those classes both eligible for overtime under the FLSA overtime provisions and covered by these MOU overtime provisions shall be paid according to the provision that provides the highest level of compensation.

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, PTO, and compensatory time shall be counted in calculating the regular rate of pay.

### **C2.1 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.

## **C2.2 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.
  - Employees in overtime eligible classes shall be compensated for work in excess of twelve (12) consecutive hours in a twenty-four (24) hour period as authorized by their Appointing Authority by cash payment at the rate of two (2) times the employee's base rate of pay.
  - The Appointing Authority shall determine the method of 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 than one hundred and sixty (160) hours of compensatory time off above which maximum all overtime compensation shall be paid in cash.

**C2.3** 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, 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.

**C2.4** All Health Department 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. The County shall, upon written request, provide the Union with the number of hours worked by each employee under this subsection.

**C2.5** 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. The County shall, upon written request, provide the Union with the number of hours worked by each employee under this subsection.

**C2.6 Natividad Medical Center Overtime**

**A.** 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.

**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:

Compensatory time off at the rate of one and one-half (1 ½) hours credit for each hour of overtime or, in cash at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

The Appointing Authority shall determine the method of 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 for certain classifications at Natividad Medical Center. Notwithstanding the definition of overtime set forth above, employees of Natividad Medical Center in the following classes shall have overtime defined as time worked in excess of the employees' normal working shift of eight (8) hours or more.

Cardiopulmonary Technician I & II  
Senior Cardiopulmonary Technician  
Clinical Laboratory Scientist  
Senior Clinical Laboratory Scientist  
Clinical Laboratory Assistant  
Senior Clinical Laboratory Assistant  
Radiologic Technologist  
Senior Radiologic Technologist  
Licensed Vocational Nurse  
Nursing Assistant  
Healthcare Technician  
Senior Healthcare Technician  
Occupational Therapist  
Pharmacist  
Physical Therapist  
Pharmacy Technician  
Senior Pharmacy Technician  
Nuclear Medicine Technician  
Speech Pathologist  
Endoscopy Technician

**F.** H unit employees in overtime eligible classes shall be compensated for work in excess of twelve (12) consecutive hours as authorized by their Appointing Authority by cash payment at the rate of two (2) times the employee's base rate of pay.

**G.** 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.

## **APPENDIX C-3 SPECIAL PAY PRACTICES**

### **C3.1 Differentials**

**A.** Unit H Employees at NMC- except Pharmacists as set forth in 3.1.B

A shift differential of two dollars (\$2.00) per hour shall be paid to all represented employees who, as part of their regular shift, work at least four (4) hours between 2:45 p.m. and 11:15 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 cents (\$3.50) per hour shall be paid to employees who, as a part of their regular shift, work at least four (4) hours after 10:45 p.m. and before 7:15 a.m.

**B.** Pharmacists employed by NMC

Pharmacists who are regularly assigned to and work the night shift of 9:30 p.m. to 7:30 a.m. shall receive an hourly shift differential equal to five dollars (\$5.00) per hour for all hours worked between 9:30 p.m. and 7:30 a.m.

**C.** All Unit H employees of the Health Department shall be paid fifty-five (\$.55) cents per hour for p.m. nightshift hours worked.

### **C3.2 On- Call**

A department may place employees on On-Call duty. On-Call duty refers to a situation where an off-duty employee holds him/herself available to report to assigned site within 30 minutes as directed by management.

**A.** Employees placed on On-Call duty shall be paid two dollars twenty-five cents (\$2.25) per hour while on On-Call duty.

**B.** On-Call duty and compensation shall cease when the employee actually reports for duty. A minimum of one (1) hour of "on duty" pay shall be paid when an employee on On-Call is called in to report to the assigned site.

**C.** No employee shall be paid for On-Call duty time and other compensable duty time simultaneously.

**D.** Time actually worked when the employee is called in to work while on On-Call will be compensated at the rate of one and one-half (1 ½) times their base rate of pay.

**E.** Natividad Medical Center

**1.** An NMC employee who is required to hold him/herself available to report to the Hospital within 30 minutes in the below listed classes shall be compensated for standby pay at the rate of twelve dollars (\$12) per hour.

Cardiopulmonary Technician I & II  
Senior Cardiopulmonary Technician  
Sonographer  
Senior Sonographer  
Radiologic Technologist  
Senior Radiologic Technologist  
Pharmacist  
Clinical Lab Scientist  
Clinical Lab Assistant  
Senior Clinical Lab Scientist  
Senior Clinical Lab Assistant  
Health Care Technician  
Central Sterile Technician  
Senior Central Sterile Technician  
Obstetrical Technician  
Telemetry Technician  
Electroencephalographic (EEG) Technician  
Occupational Therapists  
Physical Therapists  
Speech Pathologist  
Endoscopy Technician

**2.** An NMC employee who is required to hold him/herself available to report to the Hospital within 30 minutes in the below listed classes shall be compensated for standby pay at the rate of one-half (1/2) of their current base rate of pay.

Licensed Vocational Nurse  
Nursing Assistant  
Surgical Technician

It is expressly understood and agreed that management may exercise its right to float employees to any unit in lieu of Call-Off or On-Call. Employees placed on On-Call may likewise be required, pursuant to the Float Pay provision, to float to any unit as required by workload needs. Such employees will receive the 5 percent (5%) float differential.

**F.** NMC is currently reviewing the utilization and methodology of On-Call and will share the results of this review when available. In the event the hospital decides to make a



hospital wide change, NMC agrees to meet and confer regarding compensation for On-Call.

#### **G. Health Department**

For positions in the Environmental Health Bureau of the Health Department, the parties agree that employees shall be credited with a minimum of three (3) hours of work for call-outs while on standby. This three-hour minimum cannot be applied to compensatory time off. Any time worked that results in the employee exceeding the overtime threshold in accordance with FLSA may be applied to compensatory time off.

Permanent employees at the Health Department who are placed on standby duty in accordance with the 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.

While it is understood that the County has the sole authority to change the rules and procedures by which administered, no substantive changes in said rules and procedures will be implemented without notification and an opportunity to respond by the Union.

At the Health Department, the Clinic Services Medical Director or designee, or the Behavioral Health Medical Director or designee, may place Physician Assistant On-Call as required by operational necessity. The Department shall make a reasonable effort to rotate On-Call in an effort to avoid scheduling three consecutive weekends unless an employee requests to be regularly scheduled to work weekends. On- Call duty refers to a situation where a Physician Assistant holds him/herself available to answer telephone calls and do the necessary clinical follow up to manage the needs of the patient, and, if necessary, to report to the work site to manage the needs of the patient.

Physician Assistant in the Clinic Services Bureau placed on On-Call shall be paid the following:

- Weekday (5:00 p.m. to 8:00 a.m. Monday, Tuesday, Wednesday or Thursday night) \$150
- Weekend (5:00 p.m. Friday- midnight Saturday, or 12:01 a.m. Sunday- 8:00 a.m. Monday) \$300
- Holiday (8:00 a.m. – 8:00 a.m.) \$240

Physician Assistant in the Behavioral Health Bureau placed on On-Call shall be paid the following:

- Weekday (5:00 p.m. to 8:00 a.m. Monday, Tuesday, Wednesday or Thursday night) \$200
- Weekend (5:00 p.m. Friday- 8:00 a.m. Saturday, 5:00 p.m. Saturday- 8:00 a.m. Sunday or 5:00 p.m. Sunday – 8:00 a.m. Monday) \$250
- Holiday (8:00 a.m. – 8:00 a.m.) \$300

Physician Assistant is not eligible for the provisions of the On-Call Article. The compensation listed above is all inclusive. A Physician Assistant On-Call shall not receive additional compensation for any work performed while on-call.

### **C3.3 Voluntary Hours**

Employees may elect to sign up for additional shifts above and beyond their current FTE when open shifts exist, after the final department schedule is released.

These hours will be counted toward the calculation of overtime and will be paid at the base rate of pay.

### **C3.4 Call Back**

Where an employee who is not placed on-call or otherwise being compensated to hold themselves available and who, following the completion of his/her work day and departure from his/her place of employment work-site, is unexpectedly called back and must report to their work site in response to a directive from management because of unanticipated work requirements, that employee shall be credited with a minimum of one (1) hour or actual time worked whichever is greater. The employee shall be paid one and one-half (1 1/2) times the base rate. The employee may be required to perform other duties for the duration of the one (1) hour at the discretion of management.

Once an employee has initially been called back to duty under Call Back conditions, no additional Call Back work credit shall be credited for any subsequent call back which occurs within the initial call back minimum period. Correspondingly, only one call back minimum will apply during any subsequent call back period which occurs more than one (1) hour after the completion of any prior Call Back period.

### **C3.5 Float Pay**

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

**1.** Employees required to float shall have the option of cross-training to units of their choice by designating their first, second and third priority areas. Considering skill levels in each unit, NMC shall make a reasonable effort to cross-train employees in one or more of their designated priority area, to rotate the float duty among staff members, and to float per diem employees first, considering patient care needs. NMC shall continue to make reasonable efforts to increase the staffing in the float pool.

**2.** Employees in the classification of Licensed Vocational Nurse and Nursing Assistant who work in the Outpatient Clinics shall receive float pay only when reassigned as follows:

- From any Outpatient Clinic to an Inpatient unit
- From any Outpatient Clinic to the Outpatient Surgical Services
- From any Outpatient clinic to the Emergency Room

**B.** NMC shall provide core training, competencies and on-going training as new evidence based practices dictate, to all clinical staff to ensure that patient safety and best practice is maintained, in order for clinical staff to continue the ability to “Float” to areas for providing safe staffing care.

### **C3.6 Y-Rate Procedure**

“Y-rating” is a procedure whereby an employee who is reclassified to a class having a lower salary range than his/her current class may retain his/her current salary after the reclassification to the lower class. The employee's salary at the time of the Y-rate shall not increase until such time as the maximum salary of the class to which the employee was reclassified exceeds the employee's salary.

When an employee's current rate of pay falls between the step authorized for the lower paid class, he or she shall continue to receive the current rate of pay until such time as an authorized increase in pay or step increase can be granted which places the employee at a step in the range without increasing his/her salary by an amount more than that normally provided by the salary increase or step advancement.

The salary on Y-rate shall be only the rate of pay in effect for the employee's class and step on the day prior to the effective date of the Y-rate action, as approved by the Board of Supervisors. Bilingual, float and charge pay differentials shall not be added to the Y-rate.

The Director of Human Resources shall have the sole authority to approve or deny a Y-rate for an employee who is reclassified to a lower class.

A permanent employee with over one (1) year of continuous service and who is not on probation in a class at the time of his/her reclassification to a lower class who is denied the application of a Y-rate by the Director of Human Resources or his/her designee may appeal such denial to a joint committee consisting of a designee of the Director of Human Resources or his/her designee, a representative chosen by the Union and a third party chosen by the first two appointees. All other employees not Y-rated shall have no appeal. Y rating is not subject to the grievance procedure.

### **C3.7 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.

### **C3.8 Employee Incentive Program**

Employees shall be eligible for the Employee Referral Bonus Program as provided in the Personnel Policies and Practices Resolution #98-394 (A.49.2).

### **C3.9 NMC Pharmacists Retention Bonus**

In order to support recruitment and retention of qualified Pharmacists during the night shift, Pharmacists assigned to the night shift and whose regular work hours are from 9:30 p.m. to 7:30 a.m. shall receive a three thousand dollar (\$3,000) cash bonus, payable every six (6) months from date of hire and every six (6) months thereafter as long as they remain and continually work the night shift. Said bonus shall be implemented, paid and enforceable retroactive to March 15, 2013. All of the following must apply for the Pharmacist to receive the bonus:

- Be assigned and work the night shift seven (7) days on and seven (7) days off from 9:30 p.m. to 7:30 a.m.;
- Must be able to perform the full scope of duties of a Pharmacist working the night shift; and
- Not have a paid or unpaid leave of absence of more than 30 days.

### **C3.10 Professional Development Stipend**

Beginning the first full pay period in January 2012 and each new calendar year thereafter, Unit employees will receive a professional development stipend of \$100. Employees in unpaid leave of absence status during this period shall also be entitled to this stipend in the pay period following that in which the employee returns to active paid status.

### **C3.11 Competency and Certification Pay at NMC**

#### **C3.11.1 Radiologic Technologist and Senior Radiologic Technologist**

The classifications of Radiologic Technologist and Senior Radiologic Technologist at Natividad Medical Center will be eligible for all modality pays listed below. Natividad Medical Center (NMC) recognizes four modalities for purposes of this special pay assignment: MRI, CT, Interventional Radiology and Mammography. The employees in the above listed job classifications will be eligible for competency pay and certification pay for each modality. The maximum amount of special pay these classifications could receive is 25%.

To receive Competency Pay for the modalities listed below, the Radiologic Technologist or Senior Radiologic Technologist must be fully competent in the CT or MRI modality as attested to by the Diagnostic Imaging Manager and provide services within the specific modality no less than twenty percent (20%) of a pay period.

- Computed Tomography (CT) 5%
- Magnetic Resonance Imaging (MRI) 5%
- Interventional Radiology (IR) 5%

To receive Certification Pay for the CT or MRI modalities listed below, the Radiologic Technologist or Senior Radiologic Technologist must possess certification as issued by the American Registry of Radiologic Technologists (AART) and provide services within the specific modality no less than twenty percent (20%) of a pay period..

- Computed Tomography (CT) 8%
- Magnetic Resonance Imaging (MRI) 8%
- Interventional Radiology (IR) 8%

Employees receiving certification pay shall not be compensated for competency pay in the same modality.

In the event Natividad Medical Center opens a Catheterization Laboratory NMC and the Union shall meet and confer regarding specialty pay for classifications for the lab.

To receive Certification Pay for the mammography the Radiologic Technologist or Senior Radiologic Technologist must possess certification for the Radiologic Health Branch (RHB) of the State of California and provide services within the specific modality no less than twenty percent (20%) of a pay period.

- Mammography 10%

Employees receiving certification pay shall not be compensated for competency pay in the same modality.

### **C3.11.2 Cardiopulmonary Technician I/II/ Senior Cardiopulmonary Technician**

To receive Competency Pay for the Neonatal Intensive Care Unit (NICU) listed below, the Cardiopulmonary Technician I/II or Senior Cardiopulmonary Technician must be fully competent in the NICU and be signed off by the Cardiopulmonary Manager yearly and be actively scheduled to work in the NICU.

Should a Cardiopulmonary Technician or Senior Cardiopulmonary Technician refuse to work in the NICU their Competency Pay will be removed. Failure by management to routinely schedule and provide on-going competencies for employees in the NICU, shall not constitute an automatic removal or competency pay. This includes legitimate absences related to injury, illness or use of PTO.

- NICU Competency Pay (NICU) - 5%

### **C3.11.3 Technicians**

Surgical Technicians that are assigned to the Operating Room, perform surgical duties and possess and maintains a valid Surgical Technologist Certification from the National Board of Surgical Technology and Surgical Assisting (NBSTSA) shall receive a five percent (5%) Certification Pay.

- Surgical Technician Certification (STC) - 5%

Central Sterile Technicians that are assigned to the surgical Services Division, perform Central Sterile duties and possess and maintains a valid Sterile Processing Certification from the Certification Board for Sterile Processing and Distribution (CBSPD) shall receive a five percent (5%) Certification Pay.

- Sterile Processing Certification (SPC) - 5%

Health Care Technicians cannot receive both Surgical Technician Certification and Sterile Processing Certification Pay.

**C3.11.4 Longevity/Performance Stipend**

Unit employees, who accrue at least twenty years of County service and who maintain a satisfactory performance rating, as determined by the annual performance review process, will receive a stipend of four percent (4%) of their base wages. Stipends of up to eight percent (8%) may be earned for performance determined to be outstanding. The bonus will be paid bi-weekly.

**APPENDIX C-4 SCHEDULING**

**C4.1. Natividad Medical Center**

1. For Natividad Medical Center employees, the regular work schedule is eighty (80) hours of work within a biweekly pay period of fourteen (14) consecutive calendar days beginning at 12:01 a.m. on the first Saturday of a pay period.
  
2. Regularly assigned work schedules vary depending upon hospital needs from 40 to 80 hours per pay period. Benefit eligible employees are budgeted for a minimum of forty (40) hours per pay period. Paid Time Off, sick leave, education leave, and retirement benefits accruals vary each pay period according to number of hours actually worked and shall accrue hour for hour for each hour worked in excess of the minimum of assignments.
  
3. Except as provided in paragraph 4 below, a full-time work day is eight (8) sequential hours of work exclusive of a meal period of at least thirty (30) minutes. There will be a rest period of 15 minutes during each half-shift of more than four hours. A rest period is considered hours worked for pay purposes.
  
4. Alternate work schedules may be established by the Appointing Authority after consultation with the Union and the affected employee(s).
  
5. Nothing in this section shall be considered as a guarantee of minimum hours or exemption from potential call-off under the Call-Off Article.

**C4.2. Departments other than NMC**

1. Alternate work schedule may be established by the Appointing Authority after consultation with the Union and the affected employee(s). Examples of an alternate work schedule for non-exempt employees subject to a 7 day/40 hour work period include:

Schedule (Hours worked per day)	Pay Period Week 1						Pay Period Week 2						Total Hours Per Pay Period
	Mon	Tue	Wed	Thurs	Fri	Total Hours Week 1	Mon	Tue	Wed	Thurs	Fri	Total Hours Week 2	
Standard	8	8	8	8	8	40	8	8	8	8	8	40	<b>80</b>
4/10's	10	10	10	10	0	40	10	10	10	10	0	40	<b>80</b>

4/10, 5/8	10	10	10	10	0	40	8	8	8	8	8	40	<b>80</b>
1 half day	9	9	9	9	4	40	9	9	9	9	4	40	<b>80</b>

An employee shall request an alternate work schedule in writing. Except in cases of emergency or concerns about an employee’s work performance, an employee on an alternate work schedule shall be given fourteen (14) calendar days’ notice prior to being returned to a standard work schedule.

**C4.3. Natividad Medical Center and the Health Department**

Natividad Medical Center and the Health Department shall continue to make a reasonable effort to rotate employees in an effort to avoid scheduling an employee for three consecutive weekends unless an employee requests to be regularly scheduled to work weekends.

NMC: Employees interested in shift changes should refer to the NMC/departamental transfer policy, if applicable, located on the NMC intranet and see the weekly vacancy postings for available shifts.

**APPENDIX C-5 SICK LEAVE BONUS**

Employees of this unit who are employed by Natividad Medical Center are eligible for the following Sick Leave Bonus if the criterion below is met:

- Employees must be employed by NMC at least ten (10) months during the calendar year, beginning January 1 to December 31.
- Employees need to be in an active status for at least ten months between January 1 and December 31.
- Employees must be employed at the time the bonus is paid out to receive any bonus earned. Paid time while on FMLA or any other leave of absence is not considered active status for purposes of this bonus.

Employees in the below listed classification will be eligible for Sick Leave Bonus listed below:

- Radiology Technologist
- Cardiopulmonary Technician II
- Clinical Laboratory Scientist
- Senior Clinical Laboratory Scientist
- Pharmacist

*Bonus Level 1*- Employees will be eligible for a three thousand- dollars (\$3,000) bonus to be paid out on the first full pay period in February if the employee has two (2) or less sick and/or unscheduled absence occurrences between January 1 and December 31.

*Bonus Level 2*- Employees will be eligible for a one thousand five hundred- dollar (\$1,500) bonus to be paid out on the first full pay period in February if the employee has greater than two (2), and four (4) or fewer, sick and/or unscheduled absence occurrences between January 1 and December 31.

Employees in the classification listed below will be eligible for the Sick Leave Bonus listed below:

- Nursing Assistant
- Surgical Technician
- Clinical Laboratory Assistant
- Senior Clinical Laboratory Assistant
- Pharmacy Technician
- Licensed Vocational Nurse
- Central Sterile Technician
- Obstetrical Technician
- Telemetry Technician
- Endoscopy Technician

*Bonus Level 1-* Employees will be eligible for a one thousand five hundred- dollar (\$1,500) bonus to be paid out on the first full pay period in February if the employee has two (2) or less sick and/or unscheduled absence occurrences between January 1 and December 31.

*Bonus Level 2-* Employees will be eligible for a seven hundred fifty-dollar (\$750) bonus to be paid out on the first full pay period in February if the employee has greater than two (2), and less than four (4) sick and/or unscheduled absence occurrences between January 1 and December 31.

For purposes of this Bonus active status means time coming to work; paid time while on FMLA or any other leave of absence is not considered active status for purposes of this Bonus.

Regular rate of pay, for purposes of calculating this bonus, shall be the rate of pay calculated as provided by the Fair Labor Standards Act (FLSA). Only the hours that meet the criteria with FLSA shall be used.

NMC Sick Leave Bonus: Unit members who are less than 0.9 FTE will have their Sick Leave Bonus pro-rated based on their FTE status as of the last pay period in December or each year.

An occurrence is defined as a period of consecutive days where an employee calls in sick. For example, if an employee calls in sick on a Monday and Tuesday but comes to work on Wednesday, this is one occurrence.

## **APPENDIX C-6 SCRUBS**

The hospital will issue scrubs to be used by Health Care workers in the Labor and Delivery, MIU, NICU, Nursery, Central Sterile and Operating Room.

Natividad Medical Center will provide Personal Protective Equipment (PPE) to hospital personnel in accordance with Cal/OSHA regulations. No employee exposed to blood, body fluids and tissue on their scrubs shall dispose of and maintain scrubs at home when saturated during the course of employment. NMC and the Union agree to meet and confer to address the replacement of saturated scrubs and process for implementation.



**APPENDIX D- BARGAINING UNIT K**

**SOCIAL SERVICES EMPLOYEES  
UNIT**

## **APPENDIX D-1 SPECIAL PAY PRACTICES**

### **D1.1 Total Compensation Study**

The Unit K Total Compensation Study (TCS) 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 Cost of Living Adjustment (COLA) 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.

### **D1.2 Crisis Team Differential**

Psychiatric Social Worker I/II and Senior Psychiatric Social Worker classifications, whose full-time position is regularly assigned to the Crisis Team or Mobile Crisis Team, shall be eligible to receive a differential of five percent (5%) of their base wages.

### **D1.3 Eligibility Specialist I/II/III Intake Differential**

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

#### **D1.3.1 Intake Assignment Differential**

1. Eligibility Specialist I/II/III must be assigned to an Eligibility Intake Unit (as identified in Article D.1.3.3 below) on a regular basis.
2. The "Intake Assignment Differential" shall terminate when the Eligibility Specialist is no longer assigned to the Eligibility Intake Unit.
3. Eligibility Specialists assigned to an intake unit to do "ongoing work" are not eligible for the "Intake Assignment Differential"

#### **D1.3.2 Intake Hourly Differential**

1. Eligibility Specialist I/II/III must be assigned to perform authorized Intake work in an Eligibility Intake Unit (as identified in Article D.1.3.3 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 Specialist I/II/III receiving "Intake Assignment Differential" cannot receive the "Intake Hourly Differential"

### **D1.3.3 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 and Regional Call Center (RCC).

### **D1.4 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 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.

### **D1.5 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).

#### NMC Only

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 between 2:45 p.m. and 11:15 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 10:45 p.m. and before 7:15 a.m.

### **D1.6 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 employee’s 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.

### **D1.7 Eligibility Specialist I Increases within Salary Range**

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

### **D1.8 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.

### **D1.9 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.

### **D1.10 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.

## **APPENDIX D-2 HOURS OF WORK/OVERTIME/PREMIUM PAY**

### **D2.1. Hours of Work**

#### **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.

#### **D2.1.2 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.

### **D2.2 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.

### **D2.3 On-Call**

Those employees who are placed on On-Call 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 On-Call 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 On-Call 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 On-Call duty time and other compensable duty time simultaneously.

Time actually worked while on On-Call 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 On-Call 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.

#### **D2.4 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.

#### **D2.5 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 the On-Call Article 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.

#### **D2.6 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.

#### **D2.7 NMC Call Off**

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

##### **D2.7.1 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 D2.8.1.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.

### **D2.7.2 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 Article D2.8.1.A above and maximum amount of Call Off hours will follow Article D2.8.1.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  
Death Certificates  
Diabetic Education  
Dictation  
Discharge Planning  
Employee Health  
Engineering/Facilities  
Family Practice Residency Program  
Finance  
Financial Counseling  
Foundation  
Human Resources

Storeroom  
Medical Education  
Medical Records  
Medical Staff  
Nursing Education  
Payroll  
Quality Management  
Storeroom  
Telecommunications  
Transcription  
Utilization Review

## **D2.8 Overtime Work**

### **D2.8.1 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.

### **D2.8.2 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.

### **D2.8.3 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.

### **D2.8.4 Overtime Natividad Medical Center**

**A.** 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:

3. Compensatory time off at the rate of one and one-half (1 1/2) hours credit for each hour of overtime, or;
4. 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.

### **D2.8.5 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.

## **APPENDIX D-3 WORKLOAD**

### **D3.1 Behavioral Health and Department of Social Services**

The County and the Union agree to discuss workload and caseload at the departmental labor management committee to assess and address improving the delivery of quality service to clients.

### **D3.2 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 be 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's 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.

### **D3.3 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.)*

### **D3.4 Excessive Workload**

The County will consider excessive workload conditions prior to taking action or making negative reference on performance evaluations due to inadvertent errors, or due to the employee's inability to complete all the tasks associated with the employee's assigned cases or work, if such errors or omissions occur due to the employee's workload being excessive.

Workload assigned to an employee is deemed to be excessive under any of the following conditions:

- Assigned caseload and/or workload exceeds 100% of the agreed upon caseload or workload standards.
- Assigned caseload exceeds the amount of cases that a grant requires, as defined by the grant.

### **D3.5 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.

### **D3.6 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.

## **APPENDIX D-4 SALARY ON CHANGE OF CLASS OR POSITION**

### **D4.1 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.

### **D4.2 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’ regular Y-Rating procedures.

### **D4.3 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.

#### **D4.4 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.

#### **D4.5 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.

#### **D4.6 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.

### **APPENDIX D-5 EDUCATION AND TRAINING**

#### **D5.1 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 the Tuition Contribution article, 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 the Tuition Contribution Article, subsections 4.b. and c. – *Qualification of Courses Eligible for Tuition*, must be met as listed above.

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.

### **D5.2 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).

## **APPENDIX D-6 EXPENSE**

In addition to the mileage allowance provided for in the Mileage 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.

## **APPENDIX D-7 PRIVATE WORK**

### **D7.1 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.

### **D7.2 Department Head Discretion**

Approval of private "outside" work shall be at the discretion of the Department Head. Requests for outside work shall be denied only when it is incompatible with the



requestor's employment with the County and not be for arbitrary, capricious or discriminatory reasons. Individual's requests for private work shall be reviewed on a case by case basis and discussed with the immediate supervisor and/or Department Head as necessary.

**D7.3 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.

**D7.4 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.

# **APPENDIX E- TEMPORARY EMPLOYEES UNIT**

This Memorandum of Understanding (MOU) between the County of Monterey (hereinafter referred to as the County) and the Service Employees' International Union, SEIU Local 521, (hereinafter referred to as the Union), represent the agreement between the parties related to temporary employees (excluding per-diem employees) and is binding under Section 3505.1 of the Government Code

The County and the Union have met and conferred in good faith and have arrived at an understanding concerning wages, hours, working conditions, and other terms of employment.

The County and the Union recognize their obligation to provide services of the highest quality and efficiency to the community.

The County and the Union affirm the principal that harmonious labor-management relations are to be promoted and furthered.

Except as specifically modified herein, terms and conditions of employment for temporary employees shall remain unchanged. Except as provided by law, the Union and the County mutually acknowledge that temporary employees shall serve at the pleasure of their respective appointing authority and have at-will employment status.

The following sections of the Master Contract between the County and the Union for the F, H, J and K bargaining unit apply to temporary employees temporarily filling classifications included in the F, H, J and K bargaining unit. This MOU shall be in effect for the duration of this agreement:

- Article 1 – Parties
- Article 2 – Term
- Article 4 – Non-Discrimination
- Article 5 – Union Rights
- Article 6 – Management Rights
- Article 10– Rest and Meal Periods
- Article 28– Bilingual Pay
- Article 30 –Polygraph Exams
- Article 33 – Emergency Authority
- Article 34 – Concerted Activities
- Article 35 – Separability
- Article 36 – Required Notice
- Article 37 – Full Understanding Modifications Waiver

## **APPENDIX E-1 WAGES**

### **E1.1 Wages**

Wages for temporary employees will follow the salary schedule for classifications in Units F, H, J and K.

### **E1.2.1 Advancement within the Salary Range**

Based upon a recommendation of the appointing authority, a temporary employee shall be eligible for advancement within a salary range based on the number of hours worked without a break in service. To be eligible for advancement to higher step, a temporary employee must have completed one (1) continuous year and two thousand eighty (2080) hours worked in the assigned classification.

### **E1.2.2 Salary upon Return to Temporary Employment**

An employee, who returns to temporary employment in the same assignment, classification, department and unit within two calendar years, or longer at appointing authority's discretion, may be placed at their most recent salary step.

## **APPENDIX E-2 WORK ASSIGNMENTS**

### **E2.1 Work Shifts**

Where practical, employees shall be assigned regularly scheduled starting and quitting times. The Union recognizes that the nature of some temporary employment is on-call and/or irregularly scheduled.

The scheduling of temporary employees is at the sole discretion of the employing department. Any disputes regarding work assignments will be resolved by the department head.

## **APPENDIX E-3 OVERTIME**

If in the judgement 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. When overtime work is necessary, the County will make an effort to distribute overtime equally among qualified employees. To the extent possible, employees will be given advance notification. An employee may be excused from overtime work for legitimate reasons.

Employees covered by the Fair Labor Standards Act (FLSA) shall be entitled to FLSA overtime which is defined as all hours required by management and actually worked by the employee in excess of forty (40) hours in a work week. FLSA overtime is compensated in pay at one and one-half (1-1/2) times the employee's regular rate of pay. The regular rate shall be as defined in the FLSA.

## **APPENDIX E-4 LEAVES**

### **E4.1 Paid Sick Leave**

In accordance with the Healthy Workplaces, Healthy Families Act of 2014, beginning on the first day of employment, an employee shall begin to accrue paid sick leave at the rate of one (1) hour

of paid sick leave for every thirty (30) hours worked up to a maximum of twenty-four (24) hours in a 12-month period.

- An employee shall be eligible to begin using accrued paid sick leave on the ninety-first (91) day of employment.
- Unused accrued sick leave does carryover year to year while continuously employed up to a cap of three (3) days or 24 hours.
- An employee is only allowed to use up to a maximum of three (3) days or 24 hours of paid sick leave in a 12-month period.
- An employee must be scheduled in order to use sick leave.
- An eligible employee may use paid sick leave for the following reasons:
  - i. Diagnosis, care, or treatment of the employee’s existing health condition or preventive care for an employee; or
  - ii. Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee’s family member. For the purposes of using sick leave only, “family member” shall mean an employee’s parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent.
  - iii. In addition, with appropriate certification an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave for the following reasons:
    - a. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim’s child;
    - b. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
    - c. To obtain services from a domestic violence shelter, program, or rape crisis center;
    - d. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
    - e. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

#### **E4.1.1 Notification to County of Use of Paid Sick Leave**

When accrued sick leave must be used, an employee will notify his/her immediate supervisor of the need to use leave and its probable duration, if known, before the regular scheduled starting time in accordance with department’s attendance policy. If the employee’s need to use sick leave is unforeseeable, the employee must provide notice to the employee’s supervisor as

soon as practicable. When the employee's need to use sick leave is foreseeable, the employee must provide reasonable advance notice.

#### **E4.1.2 Other Terms of Paid Sick Leave**

- A. Employees may determine how much paid sick leave they use, however, the minimum amount of paid sick leave an employee may use is two hours per work day.
- B. Employees shall be compensated for each hour of sick leave used at the employee's base hourly rate of pay. Employees shall be compensated for using sick leave, on the payday for the next regular payroll period after the sick leave was taken.
- C. Upon termination, resignation, retirement or other separation from employment, no cash out or compensation of any kind will be provided to an employee for accrued paid sick leave.
- D. If an employee separates from the County and is rehired within one (1) year from the date of separation, any previously accrued and unused paid sick leave shall be restored to the employee to the extent required by law. If at the time of separation from County employment, the rehired employee had not yet worked the required 90 days to be able to use paid sick leave, the employee must still satisfy the 90 day requirement, counting all days previously worked for the County, before the employee may use the employee's accrued paid sick leave.

#### **E4.2 Jury Duty**

Employees shall receive equivalent unpaid time off when performing jury duty on their scheduled work day. An employee must notify his/her supervisor of the expected duration of the absence and must present to the department head official documents supporting such duty.

### **APPENDIX E-5 CAREER ADVANCEMENT**

#### **E5.1 Job Opening Announcements**

The County encourages employees to apply for other positions and, to that end, all job announcements will normally be posted on department bulletin boards and other appropriate locations as determined by the Director of Human Resources. Employees are also advised to access the listings via the County's website and/or the Human Resources Department.

### **APPENDIX E-6 BENEFITS**

#### **E6.1 Health Care Reimbursement**

The County will abide by the Affordable Care Act.

#### **E6.2 CalPERS Long Term Care**

Temporary employees may be eligible to participate in the CalPERS Long Term Care insurance benefit. Additional information regarding this program is available from CalPERS.

### **APPENDIX E-7 DISCIPLINE**

The County and Union acknowledge that temporary employees have at will employment status and that either the employee or the County is entitled to end the employment relationship at any time, for any reason.

The department head shall have the final decision in all temporary employee decisions. There is no appeal.

### **APPENDIX E-8 LABOR/MANAGEMENT COMMITTEE**

The County and the Union agree to establish a committee for the purpose of discussing the use and management of temporary employees and positions. Each party (County and Union) may appoint up to four (4) representatives to the committee. The committee will meet at least twice per each contract year at a date, time and location that is mutually convenient.

The committee will review data pertaining to temporary employees including, but not limited to: names, hours worked, position classification, assigned department and original start date. As a result of working with this data, the committee shall also recommend improved tracking and accounting practices for managing temporary employees and positions.

Within ninety (90) days of ratification of this agreement, the parties agree to meet on the matter of temporary employees and to make a joint recommendation to the Board of Supervisors before July, 2017. The recommendation shall include processes, or improvements on current processes, that maintain transparency and accountability in the recruitment and selection of temporary employees. Temporary employees may apply for all positions in the County regardless of time served.