MEMORANDUM

OF

UNDERSTANDING

Between

County of Monterey

And

SEIU Local 521
Social Services Unit

July 1, 2011 – June 30, 2013

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

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

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

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PREAMBLE

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

ARTICLE 1
RECOGNITION

The County recognizes the Monterey County Social Services Union, S.E.LU Local 521 the sole and exclusive representative of all permanent employees in the Bargaining Unit.

For the purpose of this Understanding, the Bargaining Unit shall be defined as employees occupying the following classifications:

CA Children Services Case Worker I	25G01
CA Children Services Case Worker II	25G21
CA Children Services Case Worker III	25G30
Clinical Psychologist	60A21
Crisis Intervention Specialist I/1I	60B24
Eligibility Worker I	25E01
Eligibility Worker II	25E21
Eligibility Worker III	25E22
Employment & Training Worker I	60H01
Employment & Training Worker II	60H11
Employment & Training Worker III	60H21
Behavioral Health Aide	50U16
Military & Veterans Representative I	60U01
Military & Veterans Representative II	60U11
Military & Veterans Representative III	60U21
Psychiatric Assistant	50U21
Psychiatric Social Worker I	60B01
Psychiatric Social Worker II	60B21
Psychiatric Technician	50U24
Senior Psych Social Worker	60B25
Social Services Aide I	60D10
Social Services Aide II	60D11
Social Worker I	60C01
Social Worker II	60C21
Social Worker III	60C22
Social Worker IV	60C23
Social Worker V	60C24

As well as any other job classifications that are developed during the course of this MOU that fit within the scope of the classifications that SEIU Local 521 currently represents. Such employees

shall have full rights to representation in all matters within the scope of representation, (as defined in California Government Code 3500, et sequens), by the Union.

ARTICLE 2
TERM

The term of this Memorandum of Understanding shall be from July 1, 2011 to June 30, 2013, when said Memorandum of Understanding shall expire and be of no further force or effect.

ARTICLE 3
NO DISCRIMINATION

3.1 Employment

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

3.2 Union Affiliation

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

3.3 Equal Opportunity

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

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

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

Complaints based on race, color, ethnic group, national origin, ancestry, religious creed, gender, marital status, sexual orientation, pregnancy, or disability shall be processed through the County's Discrimination Complaint Ordinance, and shall not be subject to the grievance or arbitration provisions of this Agreement. Such complaints shall be processed utilizing the

discrimination complaint procedure adopted by the Board of Supervisors. Discrimination complaints based on Union membership and/or activity shall continue to be subject to the grievance procedure and arbitration.

ARTICLE 4
UNION SECURITY

4.1 Relationship Affirmation

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

4.2 Agency Shop

A. Condition of Employment

The County agrees to deduct union dues and fees and such other deductions as approved by the Union's State Executive Board from paychecks of employees in the Union who designate in writing on forms provided by the County that they wish to have dues/fees deducted and paid over to the Union.

No other employee organization may have dues deduction in the SEIU Local 521 Social Services Union during the term of this Agreement.

For employees in the unit who have an authorized Union dues deduction on the effective date of this Agreement, or who subsequently authorize Union dues deduction, the County shall automatically continue such dues deduction.

All unit employees shall within thirty (30) days after their date of hire, be required to execute an authorization for payroll deduction of one of the following: 1) Union dues; 2) a service fee equal to ninety-five percent (95%) of regular Union dues; or 3) if he/she qualifies, a charity fee equal to the service fee payable to a tax-exempt charitable organization that is exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. The County will provide each worker with the authorization form.

If any employee fails to authorize one of the above deductions within the thirty (30) day authorization period, the Union may request that the County notify the employee in writing of her/his contractual obligation to authorize one of the payroll deductions. Upon such request, the County will so notify the employee.

If after the notification described above the employee still fails to authorize one of the deductions, the Union may seek enforcement through the courts.

B. Charity Fee Deduction

To qualify for the charity fee deduction, an employee must certify to the Union that she/he is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. Such exempt unit employees will be required to submit to the Union a notarized letter certifying that person's membership in such a religion, body or sect, signed by an official of the bona fide religion, body or sect.

C. Service Fee as Condition of Employment

Employees hired into the unit who fail to authorize a union dues deduction or service fee deduction must, as a condition of their continued employment, authorize a service fee deduction within thirty (30) days following the beginning of their employment The employee may avail her/him self of the service fee or charity fee options set forth above. If an employee fails to meet this obligation, the union will make written request to the County to take the necessary steps to separate that employee from County service. The County will inform the Union of all new hires.

D. Forfeiture of Deductions

If the balance of any 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 Article, no such deduction shall be made for that period.

E. Petition, Election and Challenge

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

A unit employee who is subject to the payment of a representation service fee hereunder has certain legal rights to object to that part of the fee payable by her or him which represents the employee's additional pro rata share of expenditures by the union that is utilized for expenditures not incurred for the purpose of performing the duties incident to effective representation in employer-employee relations. An employee wishing to exercise these rights must contact the SEIU Local 521 Headquarters at 447 29th Street, Oakland, CA 94609

F. Financial Documentation

The Union shall within ninety (90) days after the end of each fiscal year provide the County with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5 and shall make said financial documentation available to unit employees.

The County agrees to provide the Union the name, department number, class, date of hire, and dues deduction status of all unit employees on a monthly basis.

G. Enforcement/Severability

In the event that the service fee provisions of Article 4 - *Union Security* are declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree to reopen this Article of this Agreement for the purposes of implementing Modified Agency Shop provisions to comply with the Court's order after appeals are completed and the order is final.

H. Hold Harmless

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

4.3 Union Notices and Activities

A. Union Orientation

The County shall allow Union Representatives twenty (20) minutes of the agenda during Department of Social Services and Health Department scheduled new employee orientation programs to provide information regarding the benefits and obligations of Union membership. Current employees transferring into a position represented by this Union shall be authorized to attend this portion of the New Employee Orientation. The Union Representative shall not make any comments which malign the County, its employees or officials.

B. Bulletin Boards

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

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

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

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

C. Visits by Union Representatives

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

i. Accommodation of Scheduling Requests

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

Hospital management will communicate successful methods of accommodating scheduling requests.

ii. Operational Union Access Procedures for NMC

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

D. Facilities

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

E. Use of County Email System for Union Business

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

- To send communications to the Administrative Office, Department Heads or other management personnel.
- To send communications to the Officers of the Union and Shop Stewards.
- To send communications to the members notifying them of union meetings.
- To send communications to the members regarding updates of statewide issues which may have impacts on their work such as: legislative changes, upcoming legislation, programmatic materials, research documents or articles addressing innovative changes in the field, state budget updates.

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

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

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

4.4 Union Unpaid Leave of Absence

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

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

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

ARTICLE 5
OFFICIAL REPRESENTATIVES AND STEWARDS

5.1 Representation

The Union may select up to three (3) persons to act as Official Representatives. The Union will give to each Department Head the names of persons so selected.

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

The County and the Union recognize that:

a) It is in the interest of both parties that Elected Officers remain informed of the activities of the County relevant to effective engagement in interest-based bargaining and problem-solving;

b) Disputes over release time to attend meetings where County business is conducted have led to grievances and Unfair Labor Practice charges in the past;

c) County departments are subject to a mandate to provide effective and efficient service to the public.

Therefore, the parties agree to establish a pilot Release Time Program for Elected Officers as follows: Release time shall be granted to Local 521 Unit K Elected Officers up to a maximum of one hundred (100) hours per fiscal year for attendance at meetings of the Board of Supervisors, including standing subcommittees, and NMC Board of Trustees. The Union shall determine how the 100 hours will be distributed amongst the Elected Officers, provided that no more than 50% of the 100 hours shall be charged against the same department and no more than 50% of the 100 hours shall be charged against a single Unit. These parameters are established to ensure the operations of individual departments and units are not unduly disrupted. A request for use of Release Time shall be made at least 72 hours in advance of the meeting to the County Administrative Office of Labor Relations, which will be responsible for tracking the number of hours used. Under extraordinary circumstances, such as the addition of a special meeting of the Board of Supervisors, the County may authorize release time with less than 72 hours advance notice.

Recognizing that release time may impact a department's ability to generate revenue and fulfill its mandate, and/or increase the workload of coworkers, the parties agree to review the pilot program in May of each year of this Agreement. This evaluation shall include:

a) Review of the number of hours used in each department and by each Elected Officer;

b) Review of the impact of this release time on the Officer's and/or the department's ability to generate revenue and fulfill their mandates;

c) Review of any complaints received from customers or coworkers stemming from the Officer's absence from the workplace due to use of this release time.

Should negative impacts be identified, the parties agree to work collaboratively to develop solutions that address the interests of both parties. [Agreed by parties 8/30/11]

5.2 Stewards

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

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

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

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

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

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

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

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

I. When a Steward desires to contact an employee either the Steward or the employee shall first contact the immediate supervisor of that employee, advise of the need for a grievance/disciplinary action meeting, and obtain release by the supervisor to meet with the employee. When, in the best judgment of the supervisor, the investigation would interfere with the work of the unit, the supervisor will notify the Steward when s/he can reasonably expect to contact the employee. However, in such cases the County will make every reasonable effort to grant access within the next working day.

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

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

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

ARTICLE 6
PAY PRACTICES

6.1 Wages

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

- The Board adopts an ISF (Internal Serviee Fund) policy/action (for Self Insured Liability or Self Insured Workers' Compensation as referenced on page 27 of the Harvey Rose Report dated May 13, 2009) which reduces confidence levels of the insurance programs to 60% or lower.

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

A. Total Compensation Study

The Unit K Total Compensation Study (TCS) updated in 2011 shall be updated at the beginning of fiscal year 2012/13 of this contract in preparation for negotiations of a successor agreement. Once the update is complete, the county with the highest and the county with the lowest compensation shall be removed from consideration in determining the final formula for parity adjustments. Both parties will jointly develop the formula for the parity adjustments with a specific timetable included for all adjustments to take place. These parity adjustments will be separate and distinct from any COLAs or wage adjustments in future contracts. The amount dedicated to all parity adjustments shall be negotiated in the next successor agreement with the understanding that parity will convene bargaining in the next successor agreement.

B. Crisis Intervention Specialists

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

6.2 Eligibility Worker I/II/III Intake Differential

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

A. Intake Assignment Differential

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

B. Intake Hourly Differential

1. Eligibility Workers I/II/III must be assigned to perform authorized Intake work in an Eligibility Intake Unit (as identified in paragraph C below) on a temporary basis for a minimum oftwo (2) consecutive hours in a given day.

2. The differential will be paid for every hour worked that day, including the two (2) hour minimum described above.
3. For purposes of this Section, the Department will round up time worked to the nearest one-half (1/2) hour.
4. The Department will make every effort to avoid temporary intake assignments of less than two (2) hours.
5. An Eligibility Worker I/II/III receiving "Intake Assignment Differential" cannot receive the "Intake Hourly Differential".

C. **Eligibility Intake Units**

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

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

6.4 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 and Employment Services will receive a 5% differential calculated on the employee's base wage.

B. Social Workers I/II

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

6.3 Bilingual Skill Pay

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

Bilingual skill payments will be made when:

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

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

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

6.4 Bilingual Longevity Incentive Pay

Certified Bilingual workers receiving bilingual pay pursuant to Section 6.3 of this MOU for at least one hundred (130) pay periods (as of the 1st of August of each year) as a Unit K employee shall receive an incentive of five hundred twenty dollars ($520.00) to be paid in the first full pay period of September of each contract year. The worker must be an employee of the County and a member of Bargaining Unit K at the time of payment.

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

6.5 Shift Differential

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 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 five cents ($3.05) 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).

6.6 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 (5%) percent of her/his base rate of pay for each hour she/he is assigned to float to another ward or unit provided that such float exceeds a minimum of two (2) hours.

6.7 Increases within Salary Range

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

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

6.8 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.

6.9 Performance Evaluations

A. Policy

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

An employee who does not agree with the overall rating which he/she receives on his/her written performance evaluation shall discuss and attempt to resolve the differences with her/his 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, which the employee is seeking. The appropriate manager shall meet with the employee to discuss the unresolved issues.

Should an employee wish to have the content of the performance evaluation reviewed by a 3rd party, following the meeting with the reviewing officer, they can call Human Resources and meet with the appropriate Analyst. The performance evaluation is not subject to the grievance process.

B. Late Evaluations

Failure of an appointing authority to recommend step advancement in accordance with Article 9 - *Probation* Section 9.1.B - *Successful Completion of Probation* 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.

6.10 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) [See attachment for Administrative Procedure.]

6.11 Signing Rebate

In the pay period following implementation of the 3.5% employee contribution to CalPERS retirement, all Unit K members shall receive a one-time signing rebate of 1 % of the 7th step of the employee's classification as listed in the County's current, published salary schedule.

ARTICLE 7
SALARY ON CHANGE OF CLASS OR POSITION

7.1 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.

7.2 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.

7.3 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.

7.4 Work Out of Classification

In order for an employee to receive working out of class pay all of the following criteria must be met:

A. The employee must be assigned to a higher classification whose salary range is at least five percent (5%) higher than the range of the employee's regular classification.

B. The assignment must be to a vacant permanent position or to a permanent position whose incumbent is absent from work.

C. The assignment must be for over twenty (20) consecutive working days.

D. The employee must perform all of the duties of the higher classification except s/he cannot act as the signing authority of any disciplinary action and shall not serve as the authority on matters of discipline.

For working out of class 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%). Such compensation shall begin on the twenty-first (21st) working day after the assignment to the higher classification.

7.5 Change to Lower Paid Class

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

A. Assign the employee to a step in the new (lower) range which is equal to or lower than the salary rate the employee was receiving in the old (higher) class; or

B. Place the employee at a Y-rate. Under Y-rate, the employee's Y-rate salary (current salary) stays in effect until either:

1. The range of the new (lower) class is increased, causing the step (immediately below the employee's Y-rate salary) to meet or exceed the employee's Y-rate salary; in which case the employee will be placed in that step; or

2. The employee's step eligible date occurs, in which case the employee will be moved to the next higher step in the range of her/his new class which is above the Y-rate salary.

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

7.6 Salary on transfer

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

7.7 Effective Date of Personnel Actions

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

ARTICLE 8
HOURS OF WORK, OVERTIME AND PREMIUM PAY

8.1. Hours of Work

A. 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.

B. 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.

8.2 Meal Period

A meal period is an off-duty time, away from all work assignments. Workers shall be granted a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes scheduled at approximately the mid-point of the work day. The Meal period shall not be compensated time and every attempt shall be made to provide a meal period away from a worker's duties. In the event that this is not possible, the non-exempt workers will be compensated for that time in accordance with Section 8.10.B – Overtime Eligible Employees.

8.3 Rest Period

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

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

8.4 Call Back

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

8.5 Standby

Those employees who are placed on standby duty in accordance with rules and procedures established by the County for such duty shall be paid at the rate of four dollars and fifty cents ($4.50) per hour. Any worker called by telephone or called out while on standby shall receive a minimum of one (1) hour pay. The intent of the parties is to compensate employees for a minimum of one hour, or time actually worked, whichever is greater. For example, if an employee receives calls at 1:00 p.m., 1:15 p.m., 1:20 p.m., 1:55 p.m. and the last call finishes at 2:10 p.m., s/he is credited for one hour and ten minutes, which under the County's Payroll Time and Leave Reporting policy, would round to one hour and fifteen minutes. And, if an employee receives calls at 1:00 p.m., 1:15 p.m., 1:20 p.m. and 1:45 p.m., s/he is paid for one hour, not four

hours. It is not the intent that employees be paid for multiple telephone calls received within a one hour period. While it is understood that the County has the sole authority to change the rules and procedures by which standby is administered, no substantive changes in said rules and procedures will be implemented without notification and an opportunity to respond to the Union. No employee shall be paid for standby duty time and other compensable duty time simultaneously. Time actually worked while on standby duty will be compensated at the rate of one and one-half (1½) times their regular rate of pay. For FLSA overtime exempt employees, time actually worked while on standby duty will be compensated at the rate of one and one-half (1 ½) times the hourly rate of pay for an employee's step listed on the County salary schedule, and does not include any additional enhancements such as differentials, bilingual pay, or stipends. (Parties agreed 8/30/11. Retro for side letter being handled via TADJ submitted by departments. Fixed going forward. FLSA training being done at DSES for supv and managers.)

8.6 Seasonal/Part-Time Positions

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

8.7 Reduced Work Schedule

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

8.8 Ten Hour Break Rule

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

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

A. Hours worked on call back when an employee has been on standby duty under the provisions of subsection 8.5 above;

B. Hours worked on an employee's regular shift in cases where the additional time worked prior to the regular shift was for three (3) hours or less;

C. When the short turnaround is requested by the employee.

8.9 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.

8.10 Call Off

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

2. Agency/Registry Temporaries
3. County temporaries
4. County permanent employees on overtime
5. County permanent part-time
6. County full-time (The employer will make an attempt to rotate the call-off of employees as much as possible in order 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.

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

E. The employee may use any Paid Time Off (PTO), compensatory or vacation time that is available in the employee's PTO, compensatory or vacation bank prior to the day they are called off. For purposes of this section, sick leave is not included in the time available for the employee's use.

F. In the case of advance notification (as provided for in paragraph B above), temporary call offs shall not be for less than four (4) hours or more than forty (40) in any two consecutive pay periods, during which time the employee's insurance benefits will continue.

G. 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.

8.11 Overtime Work

A. 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.

B. 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.

C. 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.

D. Administration of Fair Labor Standards Act

It is recognized that during the course of this Agreement, Congress and/or the Courts may extend or extinguish coverage of the Fair Labor Standards Act (FLSA) to employees of this Unit. It is agreed that the County may make such changes in Personnel Policies, this Agreement, or Departmental rules as in its determination may be necessary to comply with the provisions of the Act or rules and regulations promulgated by the Department of Labor in its interpretation and enforcement of the Act, provided that the County has first notified the Union in writing of the proposed changes and offered to discuss the proposed changes with the Union.

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

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

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

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

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

8.12 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.

8.13 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.

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

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

No Pyramiding

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

ARTICLE 9
PERSONNEL ACTIONS

9.1 Probation

A. Initial Probationary Period

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

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

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

B. Successful Completion of Probation

An employee who has successfully completed the probationary period will be eligible for advancement to any higher step in a salary range upon completion of 2080 hours (approximately 12 months of full-time employment) (12/03/08) in her/his class. If the County Administrative Officer determines that due to an administrative or clerical error or omission an employee failed to receive their step advancement, the employee shall receive the advanced step retroactive to the date she/he became eligible.

C. Reclassification Probationary Period

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

9.2 Rejection From Promotional Probation

With the exception of those employees who are covered by LAPS, a permanent employee who fails to pass her/his probationary period following a promotion to a higher class may, at the sole discretion of the appropriate Department Head (s), be returned to a vacancy in her/his previous job class within one (1) year of the termination of her/his promotional appointment subject to the following conditions:

A. The employee in question has passed her/his probationary period in the class from which she/he was promoted.

B. The reason (s) for the termination of the promotional probationary appointment are related solely to the failure to learn and perform all of the duties of the higher position in a satisfactory manner.

C. A vacancy exists or becomes available in her/his former class from which she/he was promoted within one (1) year of the termination.

D. If, under the provisions of this Section, the employee is returned to a position in the lower class other than the position held prior to promotion, the employee is subject to the satisfactory completion of a new probationary period.

When an employee is terminated from a promotional probationary appointment for the reasons set forth in B above, she/he shall be placed on a "demotion" list for consideration in her/his former class in either her/his last or former department. Such consideration shall come after eligibles (if any) from Department Recall Lists and Preferred Eligible Lists are referred for consideration.

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

9.3 Disciplinary Action Defined

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

9.4 Notice of Proposed Disciplinary Action

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

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

The notice of proposed disciplinary action shall include the following:

A. Statement of the nature of the disciplinary action;

B. Effective date of proposed action;

C. A statement of the cause thereof;

D. A statement in ordinary, concise language of the actions or omissions upon which the causes are based;

E. A statement that identifies all the materials upon which the action is based, the attachment of such materials within reason, and an indication where the documents that are not attached can be accessed for inspection; and

F. A statement advising the employee of her/his right to respond either verbally or in writing to the appointing authority or her/his designee imposing the disciplinary action prior to the effective date; the right to be represented in that response and a statement that members of the Bargaining Unit are represented by S.E.I.U. LOCAL 521 and the most current address and telephone number of the Union business office in San Jose on file with the County Administrative Office. The opportunity to respond shall normally take place within seven (7) working days following the initial notice of intended action. The employee will be provided with a "Release of Information" form that they may sign authorizing the County to provide the Union with all materials upon which the action is based. The County will notify the Union and mail the materials to the Union within two (2) working days.

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

9.5 Notice of Final Disciplinary Action

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

A. Statement of the nature of the disciplinary action.

B. Effective date of action.

C. The notice of disciplinary action shall contain the information in items A and B above and, in addition, shall include: a statement advising the worker as to the right of appeal and representation by a party of her/his own choice; by attachment the section of this Agreement concerning appeals from disciplinary action; a statement, when applicable, of the right to appeal to the State Personnel Board pursuant to the LAPS appeal procedures; and a statement that members of the Bargaining Unit are represented by SEIU, Local 521 and with the most current address and telephone number of the Union business office on file with the County Administrative Office. The employee will be provided with a "Release of Information" form that they may sign authorizing the County to provide the Union with all materials upon which the action is based. The County will notify the Union and mail the materials to the Union within two (2) working days.

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

9.6 Counseling

In the event that a worker's performance or conduct is unsatisfactory or needs improvement, informal counseling shall be provided when determined to be appropriate at the sole discretion of the worker's first level supervisor. Documentation of such counseling shall be given to the worker. If such documentation is placed in the worker's personnel file, the worker shall be

notified. Department HR will notify the worker that the counseling memo has been placed in the worker's file and inform the worker of the right to have a written response placed in her/his personnel file. When the situation allows, counseling shall be used prior to a written reprimand being issued. However, other disciplinary action shall not be precluded should counseling not occur. At the request of the worker, the Department Head may on a case by case basis remove the counseling memo from the personnel file.

9.7 Written Reprimand

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

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

9.8 Suspension Without Pay

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

9.9 Suspension With Pay

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

9.10 Suspension Pending Investigation for Disciplinary Action

An appointing authority may suspend an employee under her/his control from her/his position for reasons of investigation for disciplinary action. Such suspension may be either with or without pay subject to the limits set forth in Sections 9.8 – *Suspension Without Pay* and 9.9 – *Suspension With Pay.*

Written notice of such suspension shall be issued to the suspended employee no later than the date that such action is taken. Such suspension will not be considered a disciplinary action and shall not be subject to appeal unless it, or any portion of it, subsequently becomes a disciplinary action. In the event that an employee is suspended without pay under this Section and the

appointing authority takes no disciplinary action she/he shall reinstate the employee to her/his position and restore all rights and privileges and back pay for the time lost during the suspension.

9.11 Reduction in Salary

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

9.12 Disciplinary Demotion

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

9.13 Dismissal

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

9.14 Absence Without Leave Separation

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

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

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

9.15 Statute of Limitations

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

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

Nothing herein shall preclude the County from disciplining an employee for cause which consists of a course of conduct or history of performance that began more than three (3) years

prior to the notice of disciplinary action. Such disciplinary and/or performance record of beyond three (3) years shall be used only to determine the disciplinary penalty to be imposed.

9.16 Appeals from Disciplinary Action

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

1. Be filed in writing with the Asst CAO - Human Resources within ten (10) working days following the date of the notice imposing disciplinary action or if appealing pursuant to LAPS procedures, within thirty (30) calendar days from the date of the action or notification of action.
2. State the basis for the appeal, and contain a specific admission or denial of each of the material allegations contained in the Notice of Disciplinary Action.
3. Indicate which one of the appeal procedures the employee wishes to avail her/himself of at the time she/he files the initial appeal from disciplinary action: a hearing by a Hearing Officer designated by the Asst CAO - Human Resources or appeal on their behalf by the Union to disciplinary arbitration as set forth in Section 9.17 - *Disciplinary Arbitration* or such additional disciplinary appeal procedures as are available to them [for example, but not limited to, Local Agency Personnel Standards (LAPS)]. In any event, the employee must at the time of filing the initial appeal indicate which appeal procedure she/he wishes to utilize. This designation of a particular appeal procedure constitutes an irrevocable waiver and forfeiture of any and all rights of appeal under any other applicable appeal procedure. If an appeal is filed without designation of the appeal procedure to be utilized, the employee shall be deemed to have made a binding election of appeal to a hearing officer appointed by the Asst CAO - Human Resources as set forth herein and waiver of all other procedures, including arbitration.

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

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

9.17 Disciplinary Arbitration

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

Those disciplinary actions which may be appealed to arbitration are:

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

- Disciplinary demotion;
- Dismissal.

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

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

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

9.18 Amendment of Appeal

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

9.19 Appeals

A. Appeal to Arbitration

If the appeal is from a disciplinary action which is subject to arbitration as set forth in Section 9.16 - *Appeals from Disciplinary Action* and the matter is appealed by the Union on behalf of the employee to arbitration, then that appeal will be processed in accordance with the procedures set forth in Section 9.16 - *Appeals from Disciplinary Action.*

B. Appeal to Hearing Officer

Appeals from disciplinary action other than written reprimand may be heard by a Hearing Officer appointed by the Board of Supervisors and as required under the Monterey County Personnel Policies And Practices Resolution No. 98-394 - Section C.13 – *Appeals from Disciplinary Action.*

C. LAPS

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

9.20 Personnel Files

The County and the Union agree that personnel records are not subject to public inspection. The official personnel file of each employee shall be maintained in the operating Department's Human Resources Division. Written material or drafts of written material to be placed in an employee's file shall bear the employee's signature or verification that the employee received a copy. An employee and her/his designated representative shall be provided with copies of any written personnel related material except routine clerical transactions upon request. When any comment adverse to an employee's interest is entered into an employee's official personnel records, the employee shall have the opportunity to read the adverse entry.

All personnel files shall be kept in confidence and shall be available for inspection by only the named employee, her/his designated representative, the Department's Human Resources Division in the performance of duty, and the supervisor and/or administrator with the specific responsibility to know its contents. Upon written consent of the employee, the union Staff

Representative or designee, may upon request, schedule an appointment during regular business hours to inspect that employee's personnel file.

ARTICLE 10
BENEFIT PROGRAMS

10.1 INSURANCE

A. Medical Insurance

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

Permanent unit employees who are regularly scheduled to work 40 hours or more in a pay period will be eligible to participate in any of the County's health insurance programs. For employees who were part time prior to August 1, 1997 and maintain that status, the County shall provide the same flexible benefit allowance as provided to permanent full time employees.

Retired employees, dependent upon group coverage conditions, may be eligible for group health care coverage. If a retired employee meets all eligibility requirements and requests health insurance coverage, effective January 1, 2009, the County will contribute one hundred twelve dollars ($112) toward the monthly premium for eligible retirees enrolled in either MCEHP or the CalPERS health insurance program or another County offered health plan. The County's contribution is established as directed by CalPERS in accordance with SB 1464.

B. Flexible Benefits Plan

1. General Provisions

The County will make available a Flexible Benefits Plan to all employees.
Employees may elect from the following optional benefits:

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

2. Additional Payroll Deduction

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

3. In-Lieu Payout

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

4. Flexible Benefits Plan Administration

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

5. County Non-Elective Contributions

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

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

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

a. Health Insurance Contribution:

Effective December 2011 (for the January 2012 premium), the County's maximum non-elective contribution to the Flexible Benefits Plan for health insurance coverage is $112 monthly. The County's contribution is established as directed by CalPERS in accordance with SB 1464.

b. Dental Insurance Contribution:

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

c. Vision Insurance Contribution:

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

6. County Elective Contributions

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

The employee contribution to medical insurance premiums shall remain at the current benefit level of $0.00/mo (employee only); $61/mo (employee plus one); and $100/mo (employee plus family) for CalPERS Choice.

Part-time, permanent employees who are scheduled to work a minimum of forty (40) hours, but less than sixty-four (64) hours per pay period shall receive half the flexible spending credits.

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

Any balance of elective funds remaining after the employee elects health insurance may be utilized, at the employee's discretion, toward the purchase of dependent health, dependent dental, or dependent vision insurance and/or any other eligible optional benefits which may be made available by the County through this Flexible Benefits plan. The use of any elective contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under either MCEHP or PERS or another County offered health plan.

C. Alternative Benefit Option

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

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

Part-time unit employees, who are scheduled to work less than forty (40) hours in a pay period, are not eligible for the Alternative Benefit Option.

Employees choosing the ABO option cannot apply ABO benefit dollars towards options under the Flexible Benefits Plan.

Administration of this option shall be subject to County guidelines.

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

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

D. Life

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

E. All Insurance

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

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

F. Physical Examinations

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

G. Optical

The County through the Vision Service Plan will provide an option for a second (2^{nd}) pair of glasses tinted and designed for use with VDT's for an employee whose manager certifies in writing to Human Resources – Benefits that the employee uses a VDT sixty percent (60%) or more of her/his normal work time in order to perform duties. Manager certification and endorsement of eligibility for VDT glasses by Human Resources – Benefits must occur prior to an eye examination for an employee to be eligible for the VDT option. The employee shall pay an additional twenty dollars ($20.00) co-pay for an exam which includes the VDT option as well as a twenty dollar ($20.00) co-pay for lens and approved services within contractual limitations.

10.2 EDUCATION AND TRAINING

A. Professional Education Tuition Contribution

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

1. Professional education tuition contribution is available only to permanent and seasonal employees.
2. All requests for tuition contribution shall be subject to the approval of the appointing authority and the County Administrative Officer or designee. If the appointing authority or designee does not approve tuition contribution, the employee shall have the right to appeal the determination to the County Administrative Officer or designee within 10 business days of receiving written denial of tuition contribution. The determination of which requests shall be approved shall be at the sole discretion of the County Administrative Officer.
3. All requests shall be submitted no later than two (2) weeks in advance of the starting date of the course;
4. Qualification of Courses Eligible for Tuition
    a. It must be reasonably related to the employee's job assignment or occupational field and improve the employee's performance on the job and be of benefit to the County; or assist the employee in promotion to a logically higher position which may be indicated on the career ladder; and
    b. Be given by an accredited institution;
    c. Be successfully completed by the employee with a grade of "C" or better.
5. Submission of requests for tuition contribution shall not be limited by the geographic location of the course; however, the approval of such requests shall be at the discretion of the County;

6. Permanent employees in the Unit shall be eligible for one of two (but not both) contribution levels in any twelve (12) month period as described herein:

   a. Employees may be eligible for up to Five Hundred Dollars ($500) in tuition contribution for courses that meet the criteria outlined in Section 10.2 A– *Tuition Contribution* , Subsection 4 - *Qualification of Courses Eligible for Tuition* above. It is agreed that employees who enroll in programs at this level of contribution must remain in county employment for a period of one (1) year following successful completion of the last course for which contribution is sought in any twelve-month period. Failure to so remain in county employment will mean a forfeiture of the contribution amount which must be repaid to the County upon the employee's separation from county service.

   b. Employees may be eligible for up to Eight Hundred Dollars ($800) in tuition contribution for courses in either the undergraduate or Graduate Social Worker Program at San Jose State or a similar program offering degrees directly related to the work of the Departments. The determination of which courses and programs shall qualify for the increased contribution amount shall be at the sole discretion of the Department Head. In order to qualify for tuition contribution, the requirements of Section 10.2 A. – *Tuition Contribution,* Subsections 4. b. and c. – *Qualification of Courses Eligible for Tuition* above must be met.

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

      Both these tuition systems will be administered in accordance with the Personnel Policies and Practices Resolution.

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

B. Educational Assistance

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

C. 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). *[See Attachment for Administrative Procedure]*

10.3 Retirement

A. Retirement Program Study Group

It is understood and agreed that in the event legislation authorizing a second and/or third tier of retirement benefits is enacted during the term of this Agreement, the County may reinstitute the retirement program study group; and the Union agrees to participate in said study group. It is further understood and agreed that notwithstanding the provisions of Article 28 - *Full Understanding, Modification, Waiver*, the County may reopen negotiations on the issue of retirement with the further understanding that no employee will involuntarily suffer any reduction in her/his retirement benefit during the term of this Agreement.

B. Public Employees Retirement System

Effective upon completion of ERP payroll programming, K Unit employees shall pay 3.5% (three and one half percent) of the 7% (seven percent) employee contribution toward PERS. This 3.5% shall not be retroactive.

The County will continue the present benefit contract with PERS for the 2% @ 55 Retirement Plan.

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

C. Peace Corp / VISTA

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

10.4 Employee Incentive Programs

A. Employee Referral Bonus Program

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

B. Deferred Compensation

Permanent employees may participate in the County deferred compensation plan.

C. State Disability Income Protection Plan

1. Unit employees participate in the State Disability Income (SDI) protection plan and pay for said plan through payroll deduction.
2. The Paid Family Leave program began July 1, 2004. This program allows covered individuals who take time off work to care for a seriously ill child, spouse, parent or domestic partner or to bond with a new child. Workers may receive up to six (6) weeks of benefits that may be paid over a 12-month period. Paid Family leave is a component of the State Disability Insurance (SDI) program.

The Department Human Resource staff will assist employees in accessing either of these programs. More detailed information may be obtained by an employee on the EDD website: http://www.edd.ca.gov/direp/pflind.asp.

Plan benefits may be integrated with the county sick leave benefits in that an employee on SDI may use her/his previously accumulated sick leave to augment her/his SDI benefit by an amount that will bring her/his total payment up to her/his basic salary exclusive of any special or premium pay.

ARTICLE 11
HOLIDAYS

11.1 Holidays Observed

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

January 1 - New Years Day

January 15 - Martin Luther King JR's Birthday

Third Monday in February - President's Day

Last Monday in May - Memorial Day

July 4 - Independence Day

First Monday in September - Labor Day

November 11 - Veteran's Day

Fourth Thursday in November - Thanksgiving

Fourth Friday in November - Day after Thanksgiving

December 25 - Christmas

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

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

11.2 Compensation for Holiday Day Worked

Permanent full- and part-time, or seasonal employees who work on a holiday shall be paid for actual hours worked. In addition, the employee shall be entitled to compensatory time or pay for

the observed holiday in accordance with Article 8.11.B. 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.

11.3 Holiday Standby Pay

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

11.4 Hospital Employees Holiday Pay

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

11.5 Winter Recess

In Years 1 and 2 of this Agreement, departments that are able to close (or Division(s) if entire Department is unable to close) between December 25, 2011 and January 1, 2012, shall close to minimize the County's carbon footprint. The determination for closure shall be made by the Department Head.

a. Four paid days (which is equivalent to thirty-two [32] hours for a full-time employee) will be made available to Unit K employees to use during the Winter Recess.

b. If a Department and/or Division is unable to close during this period, four paid days will be made available to Unit K employees to use by December 24, 2012. Any time not used by December 24, 2012 shall be forfeited.

   i. Employees in unpaid leave of absence status as of this date shall also be entitled to these hours once the employee returns to active paid status.

   ii. These days shall be scheduled in the same manner as vacation time, unless the policy of the employee's department is to schedule vacation per a vacation sign-up list, in which case these days shall be utilized as floating holidays.

   iii. Employees must use these days prior to using accrued vacation, PTO, or compensatory time off.

   iv. No payment for unused Winter Recess time shall be permitted.

   v. This leave may be taken only during the timeframe in which it is granted and no carry over of unused Winter Recess time to future years is allowed.

c. Prorating

   i. Employees hired on a permanent basis after January 1, 2012 shall be given a pro rata amount -- to the full hour of Winter Recess time based on the number of pay periods remaining in the year in which they were hired (For example, if an employee is hired at the beginning of pay period number 8 [of 26 pay periods], the calculation would be: 26 pay periods – 7 pay periods = 19 pay periods; 19/26 x 32 hours = 24 hrs).

   ii. Employees whose regularly scheduled shift is less than 80 hours per pay period shall receive Winter Recess time on a pro rata basis according to their regularly scheduled hours (For example, an employee's regular

schedule is 64 hours (0.8 FTE) per pay period. 32 hours x 0.8 FTE = 25.6 hours; employee receives 26 hours of Winter Recess time).

ARTICLE 12
VACATION

12.1 Vacation Accrual Rates

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

0-2 years of service 3.70 hours per pay period (12 days per year)
After 2 years of service 4.62 hours per pay period (15 days per year)
After 5 years of service 5.54 hours per pay period (18 days per year)
After 10 years of service 6.16 hours per pay period (20 days per year)
After 18 years of service 7.08 hours per pay period (23 days per year)
After 21 years of service 7.39 hours per pay period (24 days per year)
After 25 years of service 7.70 hours per pay period (25 days per year)

12.2 Vacation Accrual Maximum / Vacation Cash Out

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

12.3 Vacation Usage

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

ARTICLE 13
LEAVE PROVISIONS

13.1 Accrual Rates

All unit employees hired prior to October 25, 1986 shall accrue sick leave at the rate of approximately twelve (12) days per year.

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

13.2 Sick Leave Payoff

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

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

13.3 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.

13.4 California Kin Care Law

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

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

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

13.6 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 13.3

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

Exempt:

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

13.7 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 or 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.

It is the intent of the County to attempt to accommodate newly hired employees who have not accumulated leave balances and are faced with the death of an immediate family member as defined above. As a condition of granting leave for bereavement purposes, the appointing authority may request written verification of the loss.

13.8 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 County Administrative Office – Human Resources.)*

ARTICLE 14
EDUCATIONAL LEAVES

14.1 Educational Leave

Health Department employees, employees at Natividad Medical Center and Social Workers, Eligibility Workers and Employment and Training Workers shall be eligible for three (3) days paid leave per calendar year (January 1 – December 30) for training purposes relevant to their County employment with department administrative approval. Additional outside training time may be scheduled at management's discretion.

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

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 they were hired. (e.g., hired at the beginning of pay period No. 8: 26 - 7 = 19, 19/26 x 24 = 18 hrs).

14.2 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.

14.3 Licensure Fees

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

ARTICLE 15
LAYOFF PROCEDURE

15.1 Policy

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

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

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

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

15.2 Seniority Defined

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

15.3 Order of Layoff

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

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

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

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

15.4 Natividad Medical Center-Temporary Status Option

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

15.5 Ranking in Previous Classes

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

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

15.6 Notice of Layoff

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

15.7 Transfer in Lieu of Layoff

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

15.8 Demotion in Lieu of Layoff

In lieu of layoff, the Department Head may offer a permanent employee a demotion to any class for which the employee is qualified and vacancies exist. Employees demoted in lieu of layoff

pursuant to this paragraph shall not be eligible for the "Y" rating procedure except as allowed in LAPS-State Merit System Rules. An employee who accepts a demotion in lieu of layoff shall have the right to his or her former class when an opening occurs and his or her seniority ranking warrants recall subject to the provisions of Section 15.9 – *Recall Lists*.

15.9 Recall Lists

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

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

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

Every employee given notice of layoff may request employment counseling and evaluation in order to determine those job classes within the County for which the employee meets employment eligibility requirements and desires to be considered for employment from a Preferred Eligible List. Such counseling and evaluation shall be available by appointment in order of request. Following the counseling and evaluation, laid off employee's name shall be placed on a Preferred Eligible List for each class designated as a result of the counseling and evaluation. When the Human Resources Division receives a request to refer applicants to a department for a vacant position in a class for which there exists a Preferred Eligible List, the laid off employee on the list shall be considered for employment prior to any job applicant. A competitive job related selection process may be used to determine the order in which laid off employees on a Preferred Eligible List for a class will be referred for an interview.

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

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

15.10 Status of Employees Reemployed from a Preferred Eligible List

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

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

A. Placement at up to the highest step in the class into which they are hired provided that the salary upon rehire does not exceed the salary the employee was receiving at the time of layoff,

B. Reinstatement of credit for service (ranking) as of the date of separation from County services,

C. Credit for all prior service for the purpose of determining vacation and sick leave accrual rates, and

D. Restoration of any sick leave balance credited to the employee's account on the date of layoff.

15.11 Restoration of Benefit for Recalled Employees

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

A. Restoration of permanent status for employees who are rehired from a departmental recall list and class from which they were laid off, and who have completed their probationary period. For employees who have not completed their probationary period, credit for that portion which has been completed shall be given if rehired from a departmental recall list.

B. Restoration of all sick leave credited to the employee's account at the time she/he was laid off date of layoff

C. Credit for all prior service for the purpose of determining vacation accrual rates.

D. Placement in the same step of the salary range the employee held at the time of the layoff.

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

15.12 Insurance Coverage

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

15.13 Appeal Procedures

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

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

The Union, and only the Union, after making an attempt to resolve the matter informally, may within seven (7) days of the date of an alleged violation of this policy file a grievance for final consideration and determination at the Department Head level in accordance with the provisions of the grievance procedure in effect between the County and the Union. A grievance filed in accordance with this paragraph shall not be subject to 17 *Grievance Procedure -. Section* 17.4 - *Grievance Procedure Steps*, Step 4 – *Grievance Arbitration* of this Memorandum of Understanding.

ARTICLE 16
TRANSFER POLICY

16.1 Voluntary Transfer:

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

16.2 Involuntary Transfer:

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

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

ARTICLE 17
GRIEVANCE PROCEDURE

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

17.1 Grievance Defined

A grievance is defined as an alleged violation, dispute, misinterpretation or misapplication of the provisions of this Memorandum of Understanding adversely affecting an employee, but shall not include the following:

A. Disciplinary action which shall be processed in accordance with Article 9- *Personnel Actions*, Section 9.16 - *Appeals from Disciplinary Action.*

B. Complaints regarding equal opportunity, affirmative action, occupational health and safety, workers' compensation or the applicable procedures for such complaints.

C. Any impasse or dispute in the meet and confer process or any interest dispute on matters within the scope of representation.

D. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreements, except as specifically provided below.

E. The exercise of any of the management rights as set forth in this Agreement so long as the exercise of such rights does not conflict with other provisions of this Agreement.

17.2 Limited Grievance Procedure Application

The Union may file a grievance on its own behalf only on the following matters:

A. Those matters which pertain to the rights of the Union as an organization specified in this Agreement, such as dues deduction.

B. The application of the procedures for removing recognition specified in the current Employee- Employer Relations Resolution as they may be applied to the Union. Application of procedures is distinguished from the specific decisions, which may be reached for the purposes of this Section.

Grievances may also be filed and processed up to Step 3 of the grievance procedure on the following items only. Grievances on the matters listed below may not be appealed to arbitration.

C. 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 and 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.

D. An employee shall be entitled to file a grievance which alleges a violation of Resolution No. 76-56, and all other related amendments made by the Board of Supervisors to that policy, which sets forth the County's Equal Employment policy.

E. The Union shall be entitled to file a grievance on behalf of an employee adversely affected except as excluded in A – E of Section 17.1. – *Grievance Defined.*

17.3 Time Limits

A. It is agreed that the time limits set forth herein shall be strictly observed and are essential to the grievance procedure. They may be waived or extended only by mutual agreement of the parties confirmed in writing.

B. If at any stage of the grievance procedure the employee is dissatisfied with the decision rendered, it shall be the grievant's responsibility to submit the grievance to the next designated level within the time limits set forth.

C. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

D. 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.

17.4 Grievance Procedure Steps

Step 1 Informal Grievance

A. The grievance shall first be discussed on an informal basis by the aggrieved with her/his immediate supervisor within fifteen (15) working days from the date of the action causing the grievance or the date the action reasonably could have been expected to be known to the grievant, except that 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. The grievant may be accompanied by a representative in the discussion of a grievance at the first step of the procedure. Where mutually agreed by the County and the grievants, 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 grievant and supervisor.

Step 2 Formal Written Grievance to Department Head

A. In the event the employee believes the grievance has not been satisfactorily resolved or is denied by the supervisor, the employee shall submit the grievance in writing on the agreed to prescribed form to the Department Head or the designated authority within the Department within ten (10) working days after receipt of the immediate supervisor's verbal or written response. The grievant shall file one (1) copy with the County Human Resources-Labor Relations Division. 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 and/or disputed, improperly misinterpreted, applied or misapplied;

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 and be signed by the grievant, except as specified in Section 17.2 - *Limited Grievance Procedure Application*, in which case the union official responsible for filing the grievance may sign;

6. Identify the person, if any, chosen by the grievant to be her/his representative.

B. Within ten (10) working days of receipt of the grievance, the Department Head or designee shall:

1. Meet with the grievant to discuss the grievance at the request of either party (i.e., the grievant, the grievant's representative or the Department Head or designee),

2. Deliver, within five (5) working days following the meeting, if held, or, if no meeting was held, within fifteen (15) working days of the receipt of the grievance, her/his written decision to the grievant and her/his representative.

Step 3 Assistant CAO – Human Resources

In the event the employee believes her/his grievance has not been satisfactorily resolved, he/she shall submit the grievance in writing to the Assistant CAO – Human Resources within ten (10) working days from the receipt of the Department Head's written response. Said grievance appeal must specifically set forth the issues still unresolved and the reason the answer(s)

previously provided by management are unsatisfactory. A meeting of the parties may be held by mutual agreement of the parties.

Within ten (10) working days from receipt of the grievance, the Assistant CAO – Human Resources shall deliver her/his written decision to the grievant and her/his representative. Said decision shall be final and binding except as provided in the Section 17.4 - *Grievance Procedure Steps* . Step 4 – *Grievance Arbitration.*

Step 4 Grievance Arbitration

A. Within fifteen (15) working days from the receipt of the written decision resulting from a grievance decided by the Asst CAO - Human Resources, or her/his designated representative as provided in this, the Union and only the Union, can request that grievance, as defined below, be submitted to arbitration as provided hereinafter if no settlement is reached. Such request shall set forth the specific issue or issues still unresolved through the grievance procedure which is being submitted to arbitration.

B. Only those unresolved grievances filed and processed in accordance with the grievance procedure of this Agreement and which directly concern or involve the interpretation and application of the specific terms and provisions of this Agreement, may be submitted to arbitration.

C. Notwithstanding any other provisions of this Agreement, the following matters are expressly excluded from arbitration:

1. All matters relating to Equal Opportunity, Occupational Health and Safety or Workers' Compensation;
2. Any impasse or dispute in the meet and confer process or any matter within the scope of representation;
3. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreements;

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

Upon filing a request for arbitration, an arbitration hearing must be scheduled within ninety (90) days of providing to the County Administrative Officer, unless otherwise agreed between the parties and/or if no acceptable arbitrator chosen by both parties is available in that timeframe. Failure to do so shall constitute an irrevocable waiver of the grievance.

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.

E. 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.

17.5 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.

17.6 Representation

A. The employee has the right to the assistance of one employee representative/Shop Steward in addition to a staff representative of the Union in the preparation and/or presentation of her/his grievance in Steps 1 through 3 of this procedure provided, however, that supervisory employees shall not represent non-supervisory employees. A Union Steward selected as a representative in a grievance shall be afforded all the rights, privileges and obligations in accordance with Article 5 - *Official Representatives and Stewards.*

B. The Union shall be afforded the opportunity to participate in the formal grievance meeting concerning a matter that directly involves the interpretation or application of the specific terms and provisions of this Agreement and all other alleged violations as defined in Article 17 - *Grievance Procedure*, Section 17.1 – *Grievance Defined.*

C. An employee is also entitled to represent her/himself individually at any step of the grievance procedure, except in the arbitration procedure of this Agreement. Only the Union may file for arbitration of a grievance.

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

E. 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.

17.7 Grievance Withdrawal

The grievant and her/his 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 Division.

17.8 Grievance Resolution

If a grievance is resolved at Section 17.4, Step 2 - *Formal Written Grievance to Department Head* or Section 17.4, Step 3 - *Assistant CAO – Human Resources* in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing her/his signature in the appropriate space indicated. If the employee has been represented by the Union at the step in 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.

17.9 Reconsideration

By mutual agreement, the parties may revert the grievance to a prior level for reconsideration. If the grievance is not then settled at the prior level, the grievant shall continue to have the rights set forth in this procedure.

17.10 Consolidation

Employees with essentially identical grievances, including remedy, may initiate a single grievance. Employees with essentially identical grievances and remedies may be required, at the County's discretion, to consolidate to a single proceeding at Section 17.4, Step 2 - *Formal Written Grievance to Department Head* or Section 17.4, Step 3 - *Assistant CAO – Human Resources* of this grievance procedure.

17.11 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 loss of pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.

B. A grievant or a grievant's representative shall not use work hours for the preparation of a grievance.

C. 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.

D. In no event shall a grievant be represented by more than one County employee at the grievance hearings except as provided in Article 5 - *Official Representatives and Stewards.*

ARTICLE 18
WORK LOAD

18.1 Target

A. Target Figures

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

B. Distribution of Monolingual Non-English Cases

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

In County departments where work is assigned according to specialized functions within program, i.e. referrals or assessments, the County intent shall be to equitably distribute the work assignments for bilingual workers and their monolingual peers. These efforts shall include but will not be limited to cross-training, use of overtime and translators.

C. 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.)*

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

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

18.3 Joint Quality Service Forum Committee
In the spirit of the Interest Based Bargaining Process started in May of 2005, the County and SEIU Local 521 remain committed to work together in partnership to ensure the Departments and its workers represented in this bargaining unit provide quality services to the community in a culturally competent and relevant manner which also addresses the needs of the workforce providing the services.

Joint labor-management meetings will continue to be welcomed in DSES. The intent of the Behavioral Health Division of the Health Department will be to establish a quarterly joint-labor management forum. The work of these committees (Behavioral Health and DSES) may include, but is not limited to: review of workload issues and quality work environment for the employees; issues conducive to reducing errors, increasing effectiveness and improving customer services; establishing a regular, vested workforce by minimizing the use of temporary workers to the extent possible; addressing issues of cultural competence and relevance for the workers and the public; and legislative review efforts.

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

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

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

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

ARTICLE 19
HEALTH AND SAFETY

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

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

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

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

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

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

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

ARTICLE 20
PERSONAL PROPERTY REIMBURSEMENT

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

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

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

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

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

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

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

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

ARTICLE 21
MILEAGE

A unit employee who is required to operate his or her own or a privately-owned automobile for the execution of official duties, shall be allowed, reimbursed, and paid the IRS rate for each mile necessarily traveled each month.

No claim for mileage allowance shall be allowed by the Auditor-Controller unless and until it is accompanied by such report and form as may be required by the County Administrative Officer.

ARTICLE 22
EXPENSE

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

A. Work excessively long hours away from regularly established headquarters;

B. Work at a project location sufficiently distant from regularly established headquarters to require overnight lodging or is required in performance of official duties to attend a meeting in which a meal is served;

C. Travel away from established headquarters on very limited notification; or to

D. Attend a school, convention or meeting away from established headquarters.

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

The Auditor-Controller is directed to allow the foregoing expenses upon the filing of a proper claim by the employee, approved by the employee's Department Head or her/his designee.

Notwithstanding the foregoing, all such travel by County employees to destinations outside the state of California shall also require the prior approval of the Board of Supervisors.

Upon authorization of the Department Head or the Administrative Officer, the Auditor-Controller shall pay an employee a travel advance not to exceed seventy-five percent (75%) of the estimated reimbursable expenses as approved by the Department Head.

ARTICLE 23
PRIVATE WORK

23.1 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.

23.2 Department Head Discretion

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

23.3 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.

23.4 Restrictions on Private Work

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

ARTICLE 24
CONTRACTING OUT

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

This Article shall not be subject to the grievance procedure.

ARTICLE 25
SEPARABILITY

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

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

ARTICLE 26
COUNTY RIGHTS

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

ARTICLE 27
CONCERTED ACTIVITIES

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

In the event of any work stoppage, during the term of this Agreement, whether by the Union or by any member of the Bargaining Unit, the union by its officers or representatives shall immediately declare that such work stoppage is illegal and unauthorized and further direct its

members to cease the said conduct and resume work. Such notice shall be served upon the county. In the event of any work stoppage, the union promptly and in good faith performs the obligations of this paragraph and providing the union had not otherwise authorized such work stoppage, the union shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in or gives leadership to, any work stoppage activity herein prohibited and the county shall also have the right to seek full legal redress, including damages, as against any such employee.

The County agrees to not illegally lockout an employee.

ARTICLE 28
FULL UNDERSTANDING, MODIFICATION, WAIVER

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

Existing matters within the scope of representation under the Meyers-Milias-Brown Act, which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process, shall continue without change unless modified subject to the meet and confer process. The County assures the Union that unless changes are warranted by operational necessity it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

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

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

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

Signature Page

This Social Services Memorandum of Understanding, term July 1, 2011 through June 30, 2013.

For SEIU, Local 521
334 Monterey Street
Salinas, CA 93901
(831) 784-2061
(831) 757-1863 (fax)

/s/ 12.5.11

/s/ 12-7-11

/s/ 12.22.11

/s/

For County of Monterey

/s/ 12-5-11

/s/

/s/

/s/