

**TENTATIVE AGREEMENT BETWEEN**  
**Service Employees Union International (SEIU) LOCAL 817**  
**And**  
**THE COUNTY OF MONTEREY**

**REGARDING TEMPORARY EMPLOYEES REPRESENTED BY**  
**SEIU LOCAL 817**

Temporary employees in classifications currently assigned to  
Units F, J, H (excluding Staff Nurse - per diem) and K

Both parties have reached a tentative agreement on February 28, 2003 covering the following terms of the agreement. All terms of this agreement are subject to ratification by SEIU Local 817 members and final approval of the Monterey County Board of Supervisors. Both parties representatives recommend approval and ratification of the terms of this agreement to their respective parties.

**I. Principles**

- A. No agreement shall be entered into which results in temporary employees receiving greater wages, benefits, rights or privileges than permanent and seasonal employees in the same classification.
- B. No agreement shall be entered into which results in temporary employees displacing permanent or seasonal employees from allocated positions.
- C. In the event of a conflict between provisions in the MOU for permanent and seasonal employees and the provisions in the MOU for temporary employees, the provisions in the MOU for permanent and seasonal employees shall prevail.
- D. Should the Terms and Conditions of this Agreement conflict with the Local Agency Personnel Standards (LAPS), LAPS shall prevail.

**II. Time Limited Assignment Employees**

The County agrees to negotiate the concept of Time Limited employees during upcoming contract negotiations with Units F, J, H and K. Time Limited employees shall be considered a form of permanent county employment and shall receive a wage and benefit package equivalent to permanent full-time, part-time and seasonal employees. For period of one year following the execution of this Agreement, Time Limited appointments to classifications covered by this Agreement shall only be made from the Eligible Lists that were initiated after the execution of this Agreement. For purposes of this provision, initiate means the opening of the recruitment process.

**III. Temporary Employees: 960 hour limit**

All temporary employees hired by the County, without exception, shall be limited to a maximum of nine hundred sixty (960) work hours in any given fiscal year.

#### IV. Temporary Work Assignment: Sixty (60) Day Limit

##### A. Hiring

1. A temporary employee hired by the County shall not work in a department for more than sixty (60) calendar days in any given fiscal year.
2. All temporary employees shall be hired in compliance with the Monterey County Hiring Policies and Procedures, calling for an open and competitive recruitment and examination process.
3. Personnel Policies and Administrative Procedures shall insure that Departments accurately assess work assignments prior to the hiring of a temporary employee.
4. The hourly pay for a temporary work assignment shall be the regular pay rate established by the County for that respective job classification. For classifications entitled "Temporary (class title)" which have a parallel non-temporary classification in Unit K, the regular pay rate for the classification shall be the pay rate of the respective classification in Unit K (e.g. the pay rate for 'Temporary Eligibility Worker I' which is a class represented by SEIU, Local 817 belonging to the sub-unit of Unit J, shall be the regular pay rate established by the County for the class of 'Eligibility Worker I' which is a class represented by SEIU, Local 535 belonging to Unit K.)

##### B. End of Assignment

1. At the end of the sixty (60) day period, a temporary employee's employment with that department shall end.
2. Temporary employees, who successfully complete their work assignment, shall be encouraged to pursue permanent and/or seasonal employment opportunities within the County.
3. Temporary workers shall be eligible for future temporary assignments in other departments as long as they meet the minimum requirements of that assignment.

##### C. Continuation of Assignment – 120 Day Limit

1. If the hiring department determines there is an operational necessity to continue the assignment of a temporary employee to the department beyond sixty (60) calendar days in a given fiscal year, the employee shall be entitled to the following, retroactive to the first day of assignment in that department in that fiscal year:
  - a. For each pay period in which the temporary employee works at least 40 hours, the employee shall acquire a 'benefit point' for each hour worked in that pay period.
  - b. A temporary employee who acquires at least 300 'benefit points' within eight (8) consecutive pay periods shall:
    - i. Be eligible to be reimbursed for the cost of the employee's personal health insurance premium up to a maximum of \$34 monthly, for each month in which the employee works in the assignment at least 80 hours. Reimbursement shall be payable upon request or upon conclusion of the department assignment.
    1. Earn 'in-lieu' paid time at the rate of 4 hours for every 90 hours of paid service. 'In-lieu' paid time shall be payable upon request or upon conclusion of the department assignment.
    2. A continuation of assignment (over the original 60 days) shall not exceed 60 consecutive calendar days. In no event shall a County temporary

employee work on the same assignment in the same department for greater than 120 calendar days or 960 hours (which ever limit is met first).

- c. If a Department knows in advance that because of operational needs the temporary work assignment shall exceed 60 days, then the employee shall be informed of that prior to accepting the temporary work assignment.
- d. If a Department knows that in the course of a 60 day work assignment that operational needs require extension beyond the 60 days, then the employee shall be notified of this immediately.

#### V. Temporary Employees Hired Into Permanent and/or Seasonal Positions

- A. A temporary employee who becomes a candidate for an approved permanent and/or seasonal position shall receive no additional consideration over other permanent and/or seasonal employees, or others who are competing for the position.
- B. A temporary employee who meets the criteria specified below and is hired into a permanent or seasonal position shall have his/her probationary period reduced by the number of days employed in the position as a temporary employee (up to a maximum of sixty (60) days). Criteria: A reduced probationary period shall apply only to employees:
  - i. Hired from an eligible list for permanent and/or seasonal positions created for the classification as a result of an open and competitive recruitment and examination process; and
  - ii. Hired into a permanent and/or seasonal position by the same Department and in the same classification as served as a temporary employee within the past six (6) months.

#### VI. Accommodation for Existing Temporary Employees

This agreement shall not interfere with or violate any existing provisions in any other MOU's covering units J, H, F or K.

##### A. Temporary Preference List

The County shall amend its personnel policy to create an Eligible List category entitled 'Temporary Preference List'. Candidates from the Temporary Preference List will be considered for employment in vacant regular positions in that classification prior to the County creating a new regular Eligible List.

##### B. Eligibility

Temporary employees shall be offered to be placed on a Temporary Preference List for a classification subject to the following:

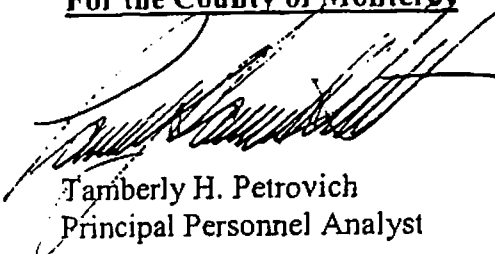
- i. The temporary employee was hired from or is currently on a regular Eligible List created for the classification as a result of an open and competitive recruitment and examination process.
- ii. The temporary employee worked a minimum of 600 hours in the classification between September 1, 2002 and June 30, 2003.
- iii. A competitive job related examination process may be used to determine the order in which candidates on a Temporary Preference List for a class will be referred for an interview.

- iv. Removal from the Temporary Preference List shall be consistent with criteria for removal from recall and preferred eligible lists.

**C. Other Conditions:**

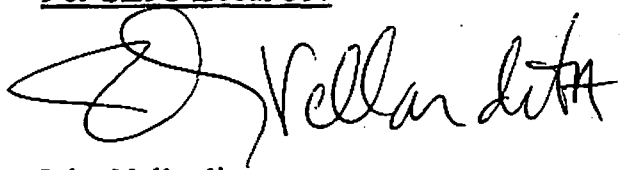
- i. For the balance of the current fiscal year, which ends June 30, 2003, departments shall be allowed to retain all current Temporary employees that exceed or have exceeded the 960 hour or 60-day assignment limits.
- ii. Upon execution of this Memorandum of Understanding all Temporary workers meeting the criteria set forth in this agreement shall begin accruing all the rights and benefits contained therein. The County shall have 60 days from the execution of this agreement to determine the eligibility of those temporary workers who are subject to this provision
- iii. The County shall evaluate the work assignments of temporary employees hired in 'Aide I-V' classifications for the purposes of determining the appropriate classification of the duties performed within the County classification structure. This process shall be completed by the end of the current fiscal year.
- iv. As a condition of employment all temporary workers must be members of the union under the same terms and timelines as provided for in the applicable MOU.
- v. The County agrees to support the Union's application to request State Disability Insurance benefits for temporary employees.
- vi. Effective July 1, 2003, the County shall provide to the Union every sixty (60) calendar days or 2 months, a list that includes the following:
  - 1. A list of temporary employees by first and last name, department and date of assignment.
  - 2. A list of all employees on the Temporary Preference list.
  - 3. Upon initial hire, the County shall inform temporary employees of the process for remaining eligible for future temporary work assignments.
- vii. All temporary employees shall remain At-will and will not be subject to the just cause standard for any discipline and discharge. However, this does not preclude the fact that those employees may exercise rights under the Grievance Procedure of the respective MOUs. Final resolution of a grievance shall be determined by the Department Head and his/her decision shall be final.

**For the County of Monterey**



Tamberly H. Petrovich  
Principal Personnel Analyst

**For SEIU Local 817**



John Vellardita  
Executive Director