

**MEMORANDUM
OF
UNDERSTANDING**
Between
County of Monterey
And
**SERVICE EMPLOYEE
INTERNATIONAL
UNION (SEIU)
LOCAL 521**
Health Employees Unit H
July 1, 2011 through June 30, 2013

Attachments:

Employee Election Official Program (with changes)
Student Intern Program

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SECTION 1 PARTIES

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

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

SECTION 2 TERM

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

SECTION 3 RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for all permanent and seasonal employees in classifications listed in the Health Care Representation Unit (Unit H).

3.1 Relationship Affirmation

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

This Section shall not be subject to the grievance procedure.

3.2 Monterey County Values

The County and the Union affirm the Monterey County Values as presented to the Board of Supervisors on February 5, 1999; specifically,

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

3.3 SEIU Local 521 Values

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

SECTION 4 NON-DISCRIMINATION

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.

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

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

Any party alleging a violation of their rights under this section may file a grievance under Section 24 or a complaint under the County procedure for processing an Employment Discrimination Complaint and shall have the burden of proving the existence of a discriminatory act or acts and of proving that, but for such act or acts, the alleged injury or damage to the grievant would not have occurred.

SECTION 5 UNION RIGHTS

5.1 Representation

The Union has the right to represent employees in the representation unit as specified by state law and pursuant to the County Employer-Employee Relations Resolution. The Union will notify the County and maintain such notice during the term of this Agreement of its elected officers and directors as well as its staff employees.

The Union shall be given reasonable release time for five (5) bargaining unit members to meet and confer with the County. The Union will not select more than one representative from a particular unit or hospital department for any one meet and confer session (the NMC Emergency Room and Specialty Clinics are not to be considered one unit for purposes of this Section).

The Union shall have the right to reasonable release time for bargaining unit members to make special presentations of limited duration during the meet and confer process.

5.2 SEIU Official Representatives

Union Representatives who are County employees may utilize time during normal working hours for meeting and consulting with authorized representatives of the County subject to advanced scheduling. Advanced scheduling means at least forty-eight (48) hours notice from the Union, except in special circumstances.

The employee's supervisor shall have the discretion to grant such reasonable release time to bargaining unit members to meet on matters of mutual concern.

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

5.3 Union Orientation

The County shall allow Union Representatives twenty (20) minutes of the agenda during 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 that malign the County, its employees or officials.

5.4 Steward Program

Union stewards shall mean permanent employees of a department within the same bargaining unit, who are members of and are designated by the Union to assist employees for the purposes of processing grievances. The Health Care Unit Employees Unit shall select up to ten (10) stewards.

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

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

Stewards shall be subject to the following:

A. After obtaining approval from their supervisors, stewards shall be authorized a reasonable amount of time off without loss of pay to investigate and prepare grievances and disciplinary appeals of employees in the department to which the steward(s) are assigned subject to the restrictions in "F" below.

B. Stewards shall have the right to serve as a representative for employees in grievance matters in accordance with the grievance and disciplinary appeals provisions of this Agreement. No more than one (1) steward may assist in the investigation or processing of a grievance.

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

D. After receiving approval of his/her immediate supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time or pay, to investigate, prepare and present such grievances and appeals. The immediate supervisor will authorize the steward to leave his/her work whenever the supervisor determines that the steward's absence will not interfere with the work of the unit. Where immediate approval is not granted, the supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment.

E. When a steward desires to contact an employee, the steward shall first contact the immediate supervisor of that employee, advise of the nature of the business, and obtain release by the supervisor to meet with the employee. When, in the best judgment of the supervisor, the investigation would interfere with the work of the unit, the supervisor will notify the steward when he/she can reasonably expect to contact the employee.

F. Stewards shall receive no overtime for time spent performing a function of a steward.

G. Stewards shall not conduct Union business on County time, except as specifically authorized by this Memorandum of Understanding.

H. Stewards shall be responsible for the full and prompt performance of their workload.

I. Stewards may represent employees against whom disciplinary action is pending subject to the following restrictions:

1. The steward agrees that the issues which gave rise to the proposed disciplinary action are confidential in nature and will not be discussed with other employees, representatives or the news media, or others who do not have a direct need to know the details of the proposed discipline. The County may refuse to recognize or to deal with a steward who violates this confidentiality.

2. Department management may require that disciplinary representation in a particular disciplinary appeal only be accorded through stewards who are also employees of the same department or by a Union staff representative.

5.5 Union Access

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

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

A. 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.

B. 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.

Sections A and B are not subject to the grievance procedures.

5.6 Bulletin Boards

On all current bulletin boards, an area will be designated for the Union. Management will not place notices, documents, etc. on the Union designated area of the boards. Such bulleting board space shall be used only for the following subjects:

- Union recreational, social, and related news bulletins;
- Scheduled Union meetings;
- Information concerning Union elections or the results thereof;

- Reports of official business of Union including reports of committees or the Board of Directors; and

All material shall clearly state that it is prepared and authorized by the Union

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

5.7 Dues Deduction

A. The County agrees to deduct dues as a single deduction for bargaining unit employees and shall provide a second deduction slot for such other deductions as approved by the Union Board of Directors and authorized in writing by the individual employees on forms currently accepted by the Auditor-Controller for such deductions.

B. For Employees in the unit who authorize Union dues deduction, the County shall automatically continue such dues deduction.

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

D. Union agrees to provide County with updated dues structure at least one month prior to the effective date of the change. Questions regarding Section 5.7 Dues Deduction should be directed to SEIU Local 521 staff.

5.8 Service Fee

A. Deductions

All employees in the unit who have not authorized a union dues deduction shall within the thirty (30) day period following notification of their obligation under this agreement execute an authorization for the payroll deduction of one of the following: 1) Union dues; 2) a service fee equal to the percentage of the regular dues that is used for legally permissible representation costs; or 3) if he/she qualifies, a charity fee equal to the service fee to a tax-exempt charitable organization that has been agreed to.

To qualify for the designated charity fee deduction, an employee must certify to the Union that he/she is a member of a bona fide religion, body or sect that 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.

If an employee fails to authorize one of the above deductions within the thirty (30) day authorization period, the County shall notify the employee in writing of his/her contractual obligation to authorize one of the payroll deductions.

If an employee fails to authorize one of the deductions, the Union may seek enforcement through the courts. Questions regarding Section 5.8 Service Fee should be directed to SEIU Local 521 staff.

B. Service Fee as Condition of Employment

After May 7, 1988, all 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 him/her self of the options set forth in A above. If an employee fails to meet this obligation the Union will make a 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.

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

C. Forfeiture of Deductions

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

D. Financial Documentation

The Union has presented a demonstration that the legally permissible costs that may be charged as a service fee to a nonmember equals somewhat more than ninety-five percent (95%) of dues.

The County has not challenged that demonstration and agrees to deduct a service fee equal to ninety-five percent (95%) of dues.

E. Petition, Election and Challenge

1. If a petition is filed with the County which requests 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 in the bargaining unit, an election will be held. Such election may be held only once during the term of this Agreement. The verification of the petition and the election shall be conducted by State Mediation and Conciliation Service. Voting shall be by secret ballot, and a majority vote of all employees in the bargaining unit shall be required to rescind agency shop.

2. 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 him or her 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 Union office at 334 Monterey Street, Salinas, California 93901.

3. The Union agrees that it will comply with legally required procedures for administering the collection and disbursement of representation service fees.

F. Hold Harmless

The Union agrees to indemnify and defend the County and its officers, employees and agents against all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County under this Section.

G. Enforcement/Severability

In the event that the service fee provisions of Section 5 are declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree to reopen this Section of this agreement for the purposes of implementing Modified Agency Shop provisions.

5.9 Use of County Mail System

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

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

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

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

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

5.10 Monthly Employee Information

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

SECTION 6 SAFETY

6.1 Rules and Regulations

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

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

6.2 Countywide Health and Safety Committee

The County and the Union shall participate in a countywide Health and Safety Committee which may meet on a bimonthly basis to review County safety records, policies and programs, and make recommendations for the resolution of health and safety issues brought before it by either the County or the Union. Each party shall furnish the other the agenda items they wish to discuss one (1) week prior to any scheduled meeting.

6.3 Hospital Safety Committee

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

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

6.4 Hepatitis B Vaccination

The County will provide pre-exposure Hepatitis B vaccinations to all healthcare workers who have a reasonable risk of exposure to blood and tissue at County cost. The County will also provide follow-up testing as required for the pre-exposure vaccination at County cost. Such vaccination and follow-up testing shall be administered at either NMC or a County of Monterey Health Services clinic. Any healthcare worker electing to be vaccinated at a non-County facility shall bear the full cost of the vaccination and follow-up testing.

6.5 Non-Grievable

This Section is not subject to the grievance procedure.

SECTION 7 MANAGEMENT RIGHTS

The County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: Determine the standards of services to be offered by the constituent departments; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the County operations are to be conducted; determine job classifications of County employees; exercise complete control and discretion over its work and fulfill all of its legal responsibilities.

All the rights, responsibilities and prerogatives that are inherent in the County by virtue of all federal, state, and local laws and regulations provisions cannot be subject to any grievance or arbitration proceeding.

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

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

SECTION 8 WAGES

8.1 There will be no wage increases during the term of this agreement.

8.2 All Unit H employees shall receive a one-time signing rebate equivalent to 1 % (one percent) of one year of the 7th step of the employee's classification as listed in the County's current, published salary schedule in the pay period following the implementation of the 3.5% (three and one-half percent) PERS employee contribution.

8.3 85th percentile

The 85th percentile is the outermost salary limit for the positions listed below; therefore, should any subsequent Cost of Living Adjustment be negotiated which when added to the classifications top step base salary at the time, exceeds the 85th percentile of the study available in May of each calendar year.

- Cardiopulmonary Technician I/II
- Senior Cardiopulmonary Technician I/II
- Clinical Lab Assistant
- Sr. Clinical Lab Assistant
- Clinical Lab Technician
- Clinical Lab Scientist

Sr. Clinical Lab Scientist
Nuclear Medicine Technologist
Sonographer
Physical Therapist Assistant

8.4 Competency and Certification Pay at NMC

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

To receive Competency Pay for the modalities listed below, the Radiologic Technologist or Senior Radiologic Technologist must be fully competent in the CT or MRI modality as attested to by the Diagnostic Imaging Manager.

Computed Tomography (CT) 5%
Magnetic Resonance Imaging (MRI) 3%

To receive Certification Pay for the CT or MRI modalities listed below, the Radiologic Technologist or Senior Radiologic Technologist must possess certification as issue by the American Registry of Radiologic Technologists (AART).

Computed Tomography (CT) 5%
Magnetic Resonance Imaging (MRI) 3%

To receive certification pay for the mammography the Radiologic Technologist or Senior Radiologic Technologist must possess certification for the Radiologic Health Branch (RHB) of the State of California.

Mamography 10%

SECTION 9 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 Section 9.2 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.

SECTION 10 OVERTIME

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

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

Overtime shall be defined as time actually worked in excess of eighty (80) hours in a biweekly pay period for employees of Natividad Medical Center and as time actually worked in excess of forty (40) hours in a work week for employees of the Health Department. The FLSA one-week or two-week work period begins at 12:01 a.m. Saturday unless otherwise specified. For employees of Natividad Medical Center on alternate work schedules, overtime shall be defined as time actually worked in excess of forty (40) hours in a work week.

Regular rate of pay shall be the rate of pay calculated as provided for by the Fair Labor Standards Act. Hours and the corresponding dollar values of County holidays, vacation, PTO, and compensatory time shall be counted in calculating the regular rate of pay.

A. Exempt/Non-Exempt

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

B. Overtime Compensation

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

1. Compensatory time off at the rate of one and one-half (1 1/2) hours credit for each hour of overtime or,
2. In cash at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.
 - Employees in overtime eligible classes shall be compensated for work in excess of twelve (12) consecutive hours in a twenty-four (24) hour period as authorized by their Appointing Authority by cash payment at the rate of two (2) times the employee's base rate of pay.
 - The Appointing Authority shall determine the method of compensation after consulting the affected employee.

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

Effective September 2, 2006, an employee shall not be allowed to accumulate more than one hundred and sixty (160) hours of compensatory time off above which maximum all overtime compensation shall be paid in cash.

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

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

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

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

Notwithstanding any other provision of this Memorandum, time spent by employees in the above listed classes in unit meetings or mandatory in-service training classes shall be compensated at straight time.

All professional employees exempt from the Fair Labor Standards Act provisions may upon their own initiative volunteer for shifts additional to their regularly assigned shift schedule. Such voluntary shifts shall not exceed sixteen (16) hours per pay period and shall be paid at straight time. The County shall, upon written request, provide the Union with the number of hours worked by each employee under this subsection.

SECTION 11 SPECIAL PAY PRACTICES

11.1 Differentials

A. For Unit H employees at NMC

A shift differential of one dollar and fifty cents (\$1.50) 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 (\$3.00) 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.

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

11.2 Standby

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

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

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

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

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

E. Natividad Medical Center

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

Cardiopulmonary Technician I & II
Senior Cardiopulmonary Technician
Sonographer
Senior Sonographer
Radiologic Technologist
Senior Radiologic Technologist
Pharmacist
Clinical Lab Scientist
Clinical Lab Assistant
Senior Clinical Lab Scientist
Senior Clinical Lab Assistant

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

Licensed Vocational Nurse
Nursing Assistant
Healthcare Technician

3. It is expressly understood and agreed that management may exercise its right to float employees to any unit in lieu of call-off or standby. Employees placed on standby may likewise be required pursuant to Section 11.9 to float to any unit as required by workload needs. Such employees will receive the 5 percent (5%) float differential.

F. Health Department

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

2. Permanent employees at the Health Department who are placed on standby duty in accordance with the rules and procedures established by the County for such duty shall be paid at the rate of four dollars and fifty cents (\$4.50) per hour.

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

11.3 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 rate of pay for hours worked in the second shift. For purposes of this policy, a shift is defined as a period of more than eight (8) hours.

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

- A. Hours worked on call back when an employee has been on standby duty under the provisions of subsection 11.2 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.
- D. The following classifications:
 - Cardiopulmonary Technician I & II
 - Senior Cardiopulmonary Technician
 - Clinical Lab Assistant
 - Senior Clinical Lab Assistant
 - Sonographer
 - Senior Sonographer
 - Physical Therapist Assistant
 - Clinical Lab Technician
 - Clinical Lab Scientist
 - Senior Clinical Lab Scientist

11.4 Unscheduled Shift Premium

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

- Cardiopulmonary Technician I & II
- Pharmacist
- Clinical Laboratory Scientist
- Sr. Clinical Laboratory Scientist
- Clinical Laboratory Assistant
- Sr. Clinical Laboratory Assistant
- Radiologic Technologist
- Sonographer

11.5 Call Back

In those situations where an employee who is not on standby duty or otherwise being compensated and who, following the completion of his/her work day and departure from

his/her place of employment, is unexpectedly called back and must report to a work site in response to a directive from management because of unanticipated work requirements, that employee shall be credited with a minimum of two (2) hours of work. The employee may be required to perform other duties for the duration of the two (2) hours at the discretion of management.

Once an employee has initially been called back to duty under call back conditions, no additional call back work credit shall be credited for any subsequent call back which occurs within the initial call back minimum period. Correspondingly, only one call back minimum will apply during any subsequent call back period which occurs more than two (2) hours after the completion of any prior call back period.

Example: An employee after leaving the place of employment is called back to work at 10:00 p.m., completes the call back assignment at 10:45 p.m., then departs the place of employment.

Question: How much work time is credited to the employee?

Answer: Two (2) hours.

Question: If the above employee is called back again at 11:30 p.m., does he/she receive another two (2) hour call back minimum?

Answer: No.

Question: If the above employee is called back at 3:00 a.m., does he/she receive another call back minimum?

Answer: Yes.

Question: If the above employee is then called back at 4:15 a.m. after finishing the 3:00 a.m. call back, does he/she receive another call back minimum?

Answer: No.

11.6 Show Up Time

Bargaining unit employees who report to work for their regular scheduled shift may be released from work for lack of work. The employee shall be entitled to a minimum of (2) hours pay.

11.7 Bilingual Skill Pay

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

An employee occupying a primary bilingual position shall be paid a bilingual pay differential of forty dollars (\$40.00) per pay period.

An employee occupying a provisional bilingual position shall be paid a bilingual pay differential of twenty dollars (\$20.00) per pay period.

Effective the first pay period following April 4, 2000, an employee occupying a primary bilingual position shall be paid a bilingual pay differential of forty-five (\$45.00) per pay period.

Effective the first pay period following April 4, 2000, an employee occupying a provisional bilingual position shall be paid a bilingual pay differential of twenty-five (\$25.00) per pay period.

11.8 Float Pay

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

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

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

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

B. It is the employee's responsibility to pursue and obtain competency skills training and validation for core competencies by attending required skills training provided by the Hospital.

11.9 Pay Check Errors

In the event one or more overpayment error(s) occur which result in a net overpayment of more than fifty dollars (\$50), the employee will be allowed to repay the overpayment in the same amount and manner as the overpayment occurred. The employee will be notified prior to the start of the repayment deduction(s) except that an employee who is separating from county employment shall have all monies due the County withheld from his/her final paycheck. It is the expectation that employees will report overpayment immediately.

11.10 Y-Rate Procedure

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

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

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

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

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

11.11 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.

11.12 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.

11.13 Meal Break

If an employee is precluded from receiving any meal break, then such hours shall be compensated as regular hours.

11.14 Employee Incentive Program

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

11.15 Temporary Special Assignment Pay

Employees shall be eligible for Temporary Special Assignment Pay as provided in the Personnel Policies Practice & Resolution #98-394 (A.9.14). See attachment for administrative procedures.

SECTION 12 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. In a situation where there are multiple overtime provisions that apply, the highest shall prevail.

SECTION 13 INSURANCE AND RETIREMENT BENEFITS

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. Retired employees, dependent upon group coverage conditions, may be eligible for group health care coverage. If a retired employee meets all eligibility requirements and requests health insurance coverage, the County will contribute toward the monthly premium as directed by CalPERS: (Currently, \$108.00 per month in 2011 and; \$111.00 per month in 2012).

13.1 Flexible Benefits Plan

A. General Provisions

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

- Employee medical coverage under CalPERS
- Dependent medical coverage under CalPERS
- No medical coverage

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

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.

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.

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.

B. 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.

Health Insurance Contribution

The County's maximum non-elective contribution to the Flexible Benefits Plan for health insurance coverage will be as directed by CalPERS: (Currently, \$108.00 per month in 2011 and; \$111.00 per month in 2012).

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 monthly premium 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.

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 monthly premium 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.

C. 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 unit employees and part-time, permanent unit employees who are scheduled to work a minimum of forty (40) hours, but less than sixty-four (64) hours:

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.

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 PERS.

13.2 Alternative Benefit Option

Eligible, full-time unit employees, who are regularly scheduled to work sixty-four (64) hours or more per pay period, providing proof of alternative health insurance coverage shall be reimbursed up to:

Employee/Subscriber up to \$310.00 (Monthly)

Dependent up to \$248.00 (Monthly)

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, shall be reimbursed up to:

Employee/Subscriber up to \$155.00 (Monthly)

Dependent up to \$124.00 (Monthly)

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 the County guidelines.

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

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

13.4 Retiree Health Insurance

In reference to Section 13.1, Medical Insurance, should there be a mutual reopener on health insurance, SEIU may discuss health insurance for retirees.

13.5 Life

The County agrees to provide twenty thousand dollars (\$20,000) in life insurance for employees. In addition, subject to the terms and conditions of the underwriters, an employee shall have the option to purchase additional life insurance equal to one and one-half (1-1/2) times his/her basic annual earnings or to a maximum of \$100,000.

13.6 Health Insurance Review Committee

A Health Insurance Review Committee shall be composed of representatives from the County and duly designated bargaining units as follows:

County Administrative Officer appointees 6 Members

SEIU-521 – 2 Members

MCRNA – 1 Member
Sheriff 1 Member
Attorneys 1 Member
Management Compensation Committee 1 Member
Insurance Broker Advisory Member

The Committee shall meet on a monthly basis and shall review experience reports and other pertinent information and may make recommendations on plan administration and/or structure to the County Administrative Officer.

13.7 Vision Examination and Glasses for VDT Operators

The County will amend the Vision Service Plan effective January 1, 1990 to provide an option for a second (2nd) pair of glasses tinted and designed for use with video display terminals (VDT's) for an employee whose manager certifies in writing to Risk Management that the employee uses a VDT 60% or more of his/her normal work time in order to perform duties. Manager certification and endorsement of eligibility for VDT glasses by Risk Management must occur prior to an eye examination for an employee to be eligible for the VDT option. The employee shall pay an additional \$20.00 deductible for an exam which includes the VDT option.

13.8 Conditional Re-opener

In the event the Health Insurance Review Committee or the Risk Manager recommends plan modification to the County Administrative Officer and the parties (i.e., Union and the County) agree on the modifications, the parties will reopen this Agreement to allow implementation of the agreed upon modifications.

13.9 Physical Examinations

Permanent full-time employees in Unit H 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.

13.10 Disability Leave of Absence

State Disability Income Protection (SDI) Leave:

When an employee is on leave of absence and he/she is receiving state disability income (SDI) protection plan benefits, in addition to the period of time for which County contributions to health insurance continue as a result of the employee's use of twenty (20) hours or more sick leave per pay period, he/she shall receive one additional month of County paid medical insurance for the employee only for every eighty (80) hours of sick leave accrual balance he/she had as of the first day of continuous absence resulting from the condition which qualifies him/her for SDI benefits.

For an employee participating in the Paid Time Off Plan, he/she shall receive one additional month of County paid medical insurance for the employee only for every eighty (80) hours of sick leave accrual balance, or forty (40) hours of PTO he/she had as of the first day of continuous absence resulting from the condition which qualifies him/her for SDI benefits.

Workers Compensation:

When an employee on leave of absence is receiving Workers Compensation payments and he/she is utilizing integration of accrued sick leave to equal normal salary, he/she shall receive County paid medical insurance and his/her regular County contribution toward dependent medical insurance, if any, until he/she has zero (0) sick leave accrual balance.

13.11 Long-Term Disability Insurance

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

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

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

13.12 Public Employees Retirement System

Effective upon completion of ERP payroll programming, H 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.

SECTION 14 DEFERRED COMPENSATION

The deferred compensation program is available to permanent employees in the Health Care Unit.

SECTION 15 HOURS OF WORK

A. Natividad Medical Center

1. For Natividad Medical Center employees, the regular work schedule is eighty (80) hours of work within a biweekly pay period of fourteen (14) consecutive calendar days beginning at 12:01 a.m. on the first Saturday of a pay period.

2. Regularly assigned work schedules vary depending upon hospital needs from 40 to 80 hours per pay period. Benefit eligible employees are budgeted for a minimum of forty (40) hours per pay period. Paid Time Off, sick leave, education leave, and retirement benefits accruals vary each pay period according to number of hours actually worked and shall accrue hour for hour for each hour worked in excess of the minimum of assignments.

3. Except as provided in paragraph 4 below, a full-time work day is eight (8) sequential hours of work exclusive of a meal period of at least thirty (30) minutes. There will be a rest period of 15 minutes during each half-shift of more than four hours. A rest period is considered hours worked for pay purposes.

~~4. Alternate work schedules may be established by the Appointing Authority after consultation with the Union and the affected employee(s).~~

5. Nothing in this section shall be considered as a guarantee of minimum hours or exemption from potential call-off under Section 9.

B. Departments other than NMC

1. The regular work schedule is forty (40) hours of work within a seven day work period beginning at 12:01 a.m. on Saturday.

2. Benefit eligible employees are budgeted for a minimum of forty (40) hours per pay period. Paid Time Off, sick leave, education leave, and retirement benefits accruals vary each pay period according to number of hours actually worked and shall accrue hour for hour for each hour worked in excess of the minimum of assignments.

3. Except as provided in paragraph 4 below, a full-time work day is eight (8) sequential hours of work exclusive of a meal period of at least thirty (30) minutes. There will be a rest period of 15 minutes during each half-shift of more than four hours. A rest period is considered hours worked for pay purposes.

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

Schedule (Hours worked per day)	Pay Period Week 1						Pay Period Week 2						Total Hours Per Pay Period
	Mon	Tue	Wed	Thurs	Fri	Total Hours Week 1	Mon	Tue	Wed	Thurs	Fri	Total Hours Week 2	
Standard	8	8	8	8	8	40	8	8	8	8	8	40	80
4/10's	10	10	10	10	0	40	10	10	10	10	0	40	80
4/10, 5/8	10	10	10	10	0	40	8	8	8	8	8	40	80
1 half day	9	9	9	9	4	40	9	9	9	9	4	40	80

An employee shall request an alternate work schedule in writing. Approval of alternate work schedules is at the sole discretion of the Appointing Authority.

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

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

SECTION 16 HOLIDAYS

The following listed days shall be observed as legal holidays by Health Department employees and shall be considered as holidays for Natividad Medical Center employees during the term of this Memorandum. 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
- Third Monday in January - Dr. Martin Luther King Jr's Birthday
- Third Monday in February - President's Day
- Last Monday in May - Memorial Day
- July 4 - Independence Day
- First Monday in September - Labor Day
- November 11 - Veterans Day
- Fourth Thursday in November - Thanksgiving
- Fourth Friday in November - Day After Thanksgiving
- December 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.

Permanent, full- and part-time employees of the Health Department who work on a holiday shall be paid for actual hours worked. In addition, the employee shall be entitled to compensatory time off or pay for the observed holiday in accordance with Section 10 of this Agreement.

16.1 Floating Holiday

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

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

16.2 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, and December 25, 2012 and January 1, 2013, 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 H 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 available by December 24, 2011 in year one of this contract to use by December 23, 2012. Any time not used by December 23, 2012 shall be forfeited. Four paid days will be available by December 24, 2012 in year two of this contract to use by December 23, 2013. Any time not used by December 23, 2013 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 scheduled 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; $19/26 \times 32$ 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).

SECTION 17 VACATION, HEALTH DEPARTMENT

For employees of the Health Department in Unit H appointed to a permanent 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)

The maximum annual vacation accrual for employees in the Health Care Unit shall be two hundred sixty (260) hours. Vacation shall continue to be administered in accordance with the procedures set forth in the Personnel Policies and Practices Resolution.

This section does not apply to employees of Natividad Medical Center.

SECTION 18 INVOLUNTARY LEAVE WITH PAY

An employee may be placed on involuntary leave with pay and benefits for a period not to exceed twenty (20) working days upon determination by the County Administrative Officer that circumstances exist that make the immediate removal of the employee to be in the best interests of the County and that the employee cannot be effectively used in his/her job classification within the department.[For Involuntary Leave Pending Investigation for Disciplinary Action, refer to Section 26.F]

SECTION 19 PAID TIME OFF, NATIVIDAD MEDICAL CENTER

A. Paid Time Off Coverage

Paid Time Off (PTO) shall only apply to employees in Unit H occupying permanent positions at Natividad Medical Center.

B. Paid Time Off Defined

Paid Time Off (PTO) is defined as a combination of all paid leave categories including Vacation, Holidays, Bereavement, Family and Personal Sick Leave but not including *Educational Leave*

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

C. Paid Time Off Accrual Rate

Each permanent full-time employee at Natividad Medical Center in Unit H shall earn PTO according to the following accrual schedule.

- 0-5 years of service 29 days per year
- After 5 to 10 years of service 34 days per year
- After 10 years of service 40 days per year

Permanent part-time employees shall accrue PTO benefits per hours paid in the ratio those hours bear to full time employment of 80 hours.

D. Adjustment in PTO Accrual Eligibility Date

A leave of absence without pay by an employee that exceeds thirty (30) calendar days shall not constitute service for purposes of achieving the time in service toward eligibility for PTO accrual rates. An employee's eligibility date for PTO accrual rates shall be advanced by the number of days of leave of absence in excess of thirty (30) days.

E. Paid Time Off Accrual Balance Maximum

The maximum PTO balance that is allowed is 400 hours.

E. Paid Time Off Administration of Accrual Maximum (PTO)

When an employee is within twenty four (24) hours of exceeding their accrual maximum, management shall, at its option, schedule the employee for time off or pay hours at base rate of pay in lieu of time off.

G. Paid Time Off Buy Back

Employees with over one (1) year of service may sell back no more than once a quarter, to the County. A total of no more than forty (40) hours of paid time off leave shall be cashed out in any single calendar year if the following condition is met:

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

H. Paid Time Off Usage

1. Pre-scheduled Usage

Paid time off may be used upon prior request to and approval of management. Except where unforeseen circumstances prevent it, requests to use paid time off must be received no less than fourteen (14) days prior to the first (1st) day of requested paid time off usage.

2. Usage rules for employees with sick leave balances

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

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

J. Usage of Paid Time Off on Holidays

- Holiday falls on a regularly scheduled day to work and employee does not work – number of hours in employee's regular shift deducted from PTO.
- Holiday falls on a regularly scheduled day to work and employee works--no time is deducted from PTO bank. Employee is paid time and one-half (1½) for all hours worked.

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

- Holiday falls on scheduled day off and employee does not work--nothing is deducted since holidays are in PTO accrual rate.
- Holiday falls on scheduled day off and employee works--no deduction from PTO bank and employee paid time and one-half for all hours worked.

K. Pay Off of Paid Time Off Upon Separation

Upon termination of employment an employee shall be paid for any unused Paid Time Off at the employee's basic rate of pay.

L. Family Sick Paid Time Off

Permanent employees may be granted use of accumulated Paid Time Off leave by their Appointing Authority because of illness of a father, mother, brother, sister, wife, husband, grandparents, father-in-law, mother-in-law, or child provided in the judgment of the Appointing Authority, a medical condition exists which warrants the employee's personal attendance. The Appointing Authority may require a physician's certificate or other substantiating evidence that such illness exists. Such absence by the employee shall be limited to ten (10) working days in any fiscal year of paid leave when used for such purpose unless the additional leave is provided by state or federal law.

M. Paid Time Off (PTO) Bereavement Leave

Permanent and seasonal employees shall be granted use of accumulated Paid Time Off leave by their Appointing Authority because of the death of a father, mother, brother, sister, grandparent, grandchild, wife, husband, or child. Such absence by the employee shall be limited to five (5) working days per occurrence. As a condition of granting leave for bereavement purposes, the Appointing Authority may request verification of the loss. At the discretion of the Appointing Authority, such leave may be granted because of the death of a mother-in-law, father-in-law, daughter-in-law, or son-in-law.

N. Paid Time Off (PTO) Parental Leave

Maternity (this section applies only to the pregnant individual)

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 (6) months regardless of whether or not said employee has used all accrued sick, vacation and paid-time-off leave. ~~Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay.~~

Employees disabled by pregnancy may, if eligible under the Family Medical Leave or California Family Rights Act during the period due to pregnancy.

Employees who elect to participate under the Family Medical Leave / California Family Rights Act during any period of absence resulting from a disability due to pregnancy are required to use accruals and exhaust all accruals before entering unpaid status during any period of disability covered by the Family Medical Leave Act.

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 less than thirteen (13) years of age. Said leave shall:

- Not be granted in addition to any maternity leave.
- Be granted to any one employee no more than one (1) time in any two (2) year period.
- Be granted to no more than one (1) employee as a result of the same birth or adoption.

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

Other Parental Leave – Baby Bonding

A unit employee may request a leave of absence in the event of the birth of a son or daughter or the adoption of a son or daughter in accordance with State and Federal laws pertaining to adoption. This leave, when taken concurrent with FMLA/CFRA shall:

- Be identified as Baby Bonding (under CFRA, if eligible);
- Be identified as Baby Bonding (under FMLA if eligible);
- May be granted to any one employee for up to 12 weeks of absence within 12 months of birth or placement for adoption;
- If both parents are eligible for FMLA/CFRA *and* employed by the County, the employees may not exceed a combined total of 12 weeks of absence;
- Require the use of accruals, other than sick leave;
- In the event accruals are exhausted, the employee may be approved for unpaid FMLA/CFRA.

Other Parental Leave (FMLA/CFRA, certified, serious health condition of a child)

A unit employee may request a leave of absence in the event of a certified, serious health condition of their child. This leave, when taken concurrent with FMLA/CFRA shall:

- Be granted to any one eligible employee for up to 12 weeks of absence within a 12-month period defined by the calendar year;
- If both parents are eligible for FMLA/CFRA *and* employed by the County, the employees may not exceed a combined total of 12 weeks of absence;
- Require the use of accruals, other than sick leave;
- In the event accruals are exhausted, the employee may be approved for unpaid FMLA/CFRA.

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

O. Paid Time Off Sick Leave Verification

County may require medical certification or other substantiating evidence of illness for any period at time for which sick leave is sought. Medical certification for an absence of a single day will only be required if a pattern of abuse or excessive use of sick leave exists which requires said certification.

SECTION 20 SICK LEAVE, With the exception of NMC

A. Sick Leave Accrual Rate

Employees shall accrue sick leave at the rate of 3.05 hours per pay period (approximately ten (10) days

B. Administration of Sick Leave

The administrative procedures for sick leave shall continue as in effect as of July 1, 1983. See Appendix for details.

C. Retirement Pay Off

Upon retirement or death, an employee shall be paid his/her accumulated sick leave up to a maximum of five hundred (500) hours. In lieu of the cash out of sick leave, employees retiring may convert up to seven hundred fifty hours (750) of their accumulated sick leave to the purchase of individual only medical benefits under the County health plan.

D. Family Sick Leave

Permanent employees may be granted use of accumulated sick leave by their Appointing Authority because of illness of a father, mother, brother, sister, wife, husband, or child, provided in the judgment of the Appointing Authority, a medical condition exists which warrants the employee's personal attendance. In exceptional cases, such leave may be granted by the County for illness of grandparents, father-in-law, or mother-in-law when it can be demonstrated that a bona fide illness exists that warrants his/her personal attendance during his/her normally scheduled work hours. The Appointing Authority may require a physician's certificate or other substantiating evidence that such illness exists. Such absence by the employee shall be limited to ten (10) calendar days in any fiscal year of paid leave when used for such purpose unless additional leave is provided under state or federal law.

E. Bereavement Leave

Permanent and seasonal employees shall be granted use of accumulated sick leave by their Appointing Authority because of death of a father, mother, brother, sister, wife, husband, child, grandparent or grandchild. Such absence by the employee shall be limited to five (5) working days per occurrence. As a condition of granting leave for bereavement purposes, the Appointing Authority may request verification of the loss. At the discretion of the Appointing Authority, such leave may be granted because of the death of a mother-in-law, father-in-law, daughter-in-law, or son-in-law.

F. Parental Leave

Maternity (this section applies only to the pregnant individual)

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 (6) months regardless of whether or not said employee has used all accrued sick, vacation and paid-time-off leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay.

Employees disabled by pregnancy may, if eligible under the Family Medical Leave or California Family Rights Act during the period due to pregnancy.

Employees who elect to participate under the Family Medical Leave / California Family Rights Act during any period of absence resulting from a disability due to pregnancy are required to use accruals and exhaust all accruals before entering unpaid status during any period of disability covered by the Family Medical Leave Act.

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 less than thirteen (13) years of age. Said leave shall:

- Not be granted in addition to any maternity leave.
- Be granted to any one employee no more than one (1) time in any two (2) year period.
- Be granted to no more than one (1) employee as a result of the same birth or adoption.

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

Other Parental Leave – Baby Bonding

A unit employee may request a leave of absence in the event of the birth of a son or daughter or the adoption of a son or daughter in accordance with State and Federal laws pertaining to adoption. This leave, when taken concurrent with FMLA/CFRA shall:

- Be identified as Baby Bonding (under CFRA, if eligible);
- Be identified as Baby Bonding (under FMLA if eligible);
- May be granted to any one employee for up to 12 weeks of absence within 12 months of birth or placement for adoption;

- If both parents are eligible for FMLA/CFRA *and* employed by the County, the employees may not exceed a combined total of 12 weeks of absence;
- Require the use of accruals, other than sick leave;
- In the event accruals are exhausted, the employee may be approved for unpaid FMLA/CFRA.

Other Parental Leave (FMLA/CFRA, certified, serious health condition of a child)

A unit employee may request a leave of absence in the event of a certified, serious health condition of their child. This leave, when taken concurrent with FMLA/CFRA shall:

- Be granted to any one eligible employee for up to 12 weeks of absence within a 12-month period defined by the calendar year;
- If both parents are eligible for FMLA/CFRA *and* employed by the County, the employees may not exceed a combined total of 12 weeks of absence;
- Require the use of accruals, other than sick leave;
- In the event accruals are exhausted, the employee may be approved for unpaid FMLA/CFRA.

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

G. Verification of Sick Leave

County may require medical certification or other substantiating evidence of illness for absences of three (3) consecutive scheduled work days for which sick leave is sought. Verification of sick leave may be requested of employee within a reasonable amount of time before, during, or upon the employee's return to work.

18.8 Abuse or Inappropriate Use of Sick Leave

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

SECTION 21 JURY DUTY

It is understood that employees represented by the Union shall continue to be covered by the provisions of the Personnel Policies and Practices Resolution dealing with jury or witness duty.

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

SECTION 22 WORKING 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.
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.
 - e. At one hundred eighty (180) days, the working out of class assignment will be reviewed to determine whether it is appropriate for this person to continue working out of class.
 - f. Employees Working out of Class, or who are removed from Working out of Class duty as a result of poor performance, shall not be subject to unsatisfactory performance evaluation for their participation in said assignment. Participating employees removed from such assignment as a result of unsatisfactory performance shall instead be returned to their official job classification and duties. Failure to successfully complete a Working out of Class assignment, as a result of performance, shall not have impact on employee's official job classification or duties.

SECTION 23 PERSONAL PROPERTY REIMBURSEMENT

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

A request for reimbursement must be submitted by claim to the Appointing Authority no later than thirty (30) calendar days from the date of loss. Management shall review the claim and when circumstances warrant, reimbursement shall be made. Claims based on cash losses or losses due to lost or stolen credit cards shall not be considered.

Claims based upon damage to automobiles are subject to the following provisions. All four (4) conditions must be met before consideration will be given:

- An employee, who drives his/her car incident to employment, shall have named the County as an additional insured on his/her automobile insurance policy as of the date the employee sustained the loss of his/her automobile.
- Evidence of the required insurance coverage must be presented.
- Invoice for work completed must be submitted. Reimbursement is limited to two hundred dollars (\$200).
- The damage must have occurred while the employee was actually using the automobile on authorized County business, away from the employee's work place.

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

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

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

SECTION 24 GRIEVANCE PROCEDURE

24.1 Grievance Defined

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

- a. Disciplinary actions as defined herein which shall be subject to appeal through the procedure contained in this agreement for the appeal of disciplinary actions.
- b. Complaints regarding Equal Opportunity, Occupational Health and Safety, Workers' Compensation or discrimination complaints based on age, race, color, religion, sex, national origin, marital status, ancestry, handicap or sexual orientation or the applicable procedures for such complaints.
- c. The exercise of any County rights as specified in this Memorandum, so long as the exercise of such rights does not conflict with other provisions of this agreement.

- d. Any impasse or dispute in the meeting and conferring process, or any matter within the scope of representation.
- e. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreements.

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

The Union may file a grievance on its own behalf only on those matters which pertain to the rights of the Union as an organization as specified in Section 5 of this agreement.

24.2. Limited Grievance Procedure Application

An employee shall be entitled to file a grievance which alleges that the County has failed to provide a specific condition of employment which is established by the Personnel Policies 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. Such limited grievances may not be appealed to arbitration.

24.3. No Discrimination

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

24.4. Time Limits

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

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.

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.

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.

24.5. Grievance Procedure Steps

Step 1: Discussion with Immediate Supervisor

A. The grievant shall first discuss the grievance informally with his/her immediate supervisor, or in his/her absence, the next level manager. The discussion shall be held within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant. In no event shall

any grievance be accepted for consideration more than six (6) months from the date of the action causing the grievance, regardless of the date the action became known to the grievant. Where mutually agreed by the County and the grievant, grievances involving more than one grievant may be filed directly at Step 2.

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

Step 2: Formal Written Grievance

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

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

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

C. Within seven (7) working days of receipt of the grievance, the immediate supervisor shall:

1. Meet the grievant to discuss the grievance at the request of either party (i.e., the grievant, the grievant's representative or the supervisor);
2. Deliver his/her written decision outlining the reasons behind the decision to the grievant and his/her representative within three (3) working days following the meeting, if held, or, if no meeting was held, within ten (10) working days of the receipt of the grievance.

D. Any grievance settled at this step shall be subject to the review and confirmation of the respective department head before the settlement may become effective. Such review will occur within five (5) working days or the grievance will automatically be moved to Step 3. In the event the department head does not confirm the settlement, the grievant may initiate Step 3 of this procedure.

Step 3: Department Head Review

- A. If a grievance is not settled at Step 2 of this procedure, the grievance may be appealed to the department head in writing within ten (10) working days from the receipt of the decision of the immediate supervisor or his/her failure to respond to the grievance.

Said grievance appeal must specifically set forth the reason the answer previously provided by the supervisor is not satisfactory.

- B. In submitting the grievance to Step 3, the grievant or Union may request a meeting with the department head.
- C. If requested at the time of filing with the department head, a meeting will be held within seven (7) working days of the receipt of the appeal. The department head shall deliver his/her written decision to the grievant and/or his/her representative within three (3) working days of the date of the grievance meeting, if a meeting was held, or within ten (10) working days of the receipt of the appeal if no meeting was held. The department head's decision shall include the reasons on which the decision is based and the remedy or correction which has been offered, if any, to the grievant.

Step 4: Assistant CAO - Human Resources/Mediation

- A. If a grievance is not settled at Step 3 of the procedure, the grievance may be appealed, in writing to the Assistant CAO - Human Resources or his/her designee within ten (10) working days from the receipt of the department head's written response. Said grievance appeal must specifically set forth the reason the answer(s) previously provided by management is/are not satisfactory. A meeting may be held by mutual agreement of the parties.
- B. Within ten (10) working days from receipt of the grievance, the Assistant CAO - Human Resources or his/her designee shall deliver his/her written decision to the grievant and his/her representative. Said decision shall be final and binding, except as provided in the Arbitration section.
- C. In the event a represented employee chooses to waive a hearing by the Assistant CAO - Human Resources or his/her designee, the Union on behalf of the employee shall, within the ten (10) day appeal period, make a written request to the Assistant CAO - Human Resources or his/her designee to seek within 10 working days the assistance of a mediator from the State conciliation service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of the Union and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at the subsequent hearing.

If the grievance is not resolved through mediation, the Assistant CAO – Human Resources or his/her designee shall issue a decision which shall be final and binding except as outlined in the provisions of this agreement concerning arbitration.

24.6. Notice of Meetings

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

24.7. Representation

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

An employee is also entitled to represent him/herself individually at any step of the grievance procedure, except in the arbitration procedure outlined this agreement. Only the Union may file for arbitration of a grievance.

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

24.8. Grievance Withdrawal

The grievant and his/her representative may withdraw the grievance at any state 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.

24.9. Grievance Resolution

If a grievance is resolved at Step 2, 3 or 4 in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated. If the employee has been represented by the Union at the Step of the procedure at which a resolution is reached, the Union representative shall also sign the appropriate document acknowledging that the employee has accepted the resolution.

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

24.10. 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.

24.11. Consolidation

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

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

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

24.12. Processing Grievances

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

- A. Neither a grievant nor a grievant's representative who is a county employee shall suffer any lost pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.
- B. A grievant or a grievant's representative shall notify their supervisor as soon as possible of scheduled grievance hearings and of any changes in the time or date of scheduled hearings in which they must participate.
- C. In no event shall a grievant be represented by more than one county employee at the grievance hearings.

SECTION 25 LAYOFF PROCEDURE

25.1. Policy

The County may layoff an employee because of lack of work, lack of funds, material change in duties or organization, or in the interest of economy or causes outside the County's direct control. The County shall inform SEIU Local 521 regarding the effects of any planned reduction in force or layoffs which will affect the department's work force.

If it appears to a department that a reduction in force of three (3) or more employees within the bargaining unit may be required, the department shall contact the Union and offer to discuss the possible reduction and to invite suggestions for possible cost saving alternatives to layoffs. If alternatives to layoffs are not developed by the time the department determines a layoff should occur, the procedure outlined in Section 25 B below shall be followed.

Departments and employees covered by other layoff procedures; i.e., Local Agency Personnel Standards, State Merit System, or Anti-recession Federal Regulations, shall be governed by those procedures.

The County shall give SEIU Local 521 written, advance notice of any layoff of a union member.

25.2. Procedure

Layoffs will be determined within County departments, not the County as a whole. In the event of a reduction in force in a department, the department head shall designate the classes, positions, and number of employees to be eliminated. The department at this time shall provide the Union with a current seniority list for those employees and classes affected.

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

- Temporary employees.
- Probationary new employees (excluding promotional probationary employees.)
- Seasonal employees
- Permanent employees.

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

1. Rank in Class Defined

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

3. Natividad Medical Center--Temporary Status Option

4. 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.

5. Order of Layoff, Exception to Ranking Sequence

6. Layoffs of employees within each category of employment status within a department and within a class series shall be based on ranking sequence unless it can be demonstrated that: 1) an employee possesses special skills, training, or abilities, or 2) the employee's past job performance or disciplinary record justifies an alternative ranking, or 3) the employee may be, by virtue of ranking sequence subject to disparate treatment.

7. Ranking in Previous Class

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

9. Demotion in Lieu of Layoff

10. In lieu of layoff, the department head may offer a permanent employee a demotion to any class for which the employee is qualified. Employees demoted in

lieu of layoff pursuant to this paragraph shall not be eligible for the "Y" rating procedure. An employee who chooses a demotion in lieu of layoff shall have the right of restoration to his or her former class when an opening occurs and his or her ranking sequence warrants restoration subject to the provisions of Section 25 below.

25.3. Notice

Written notice of layoff shall be served on the affected employees in person or mailed by the United States Postal service to the employee's latest address on file with the County. The layoff notice shall be served or mailed at least twenty-one (21) calendar days prior to the expected effective date of separation unless delay results from consideration of demotion under the provisions of Section 24.2.4. The notice shall include:

- The reason for the layoff.
- The effective date of the action.
- A reference to the provisions governing reemployment.
- Notice that employment counseling is available.
- A copy of the notice shall be given to the Union.

D. Reemployment of Employees Laid Off

The names of persons laid off under these procedures shall be maintained on a departmental recall list for the class series from which the employee was laid off for a period of one (1) year from the date of layoff. When filling any position, the department head shall reemploy laid off employees from the departmental recall list for the class of the position in inverse order of layoff. No new employee shall be hired nor shall any employee be promoted in any class until all employees on layoff status in that class have had the opportunity to return to work.

However, when the best interest of the County requires an employee with demonstrated special qualifications, skills or training, the department head may make an exception to the above order of recall in order to appoint an employee out of ranking sequence.

Every employee given notice of layoff may request employment counseling and evaluation in order to determine those job classes within the County for which the employee meets employment eligibility requirements and desires to be considered for employment from a preferred eligible list. Such counseling and evaluation shall be available by appointment in order of request. Following the counseling and evaluation, laid off employee's name shall be placed 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) days to a communication regarding availability of employment.
- Request in writing by the laid off employee to be removed from the list.

25.4 Restoration of Benefits for Recalled Employees

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

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

25.5. Insurance Coverage

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

25.6. Appeal Procedure (Layoff)

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

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 Section 27, "Arbitration," of this agreement.

SECTION 26 DISCIPLINE

26.1. Disciplinary Actions

~~The Appointing Authority or his/her designee may take disciplinary action against any~~ employee in the service of Monterey County provided that the rules and regulations prescribed herein are followed and that any permanent or seasonal employee who is not on any form of probationary status has the right to appeal pursuant to this section, except as herein provided. As used in this section, "disciplinary action" shall mean dismissal, involuntary leave, disciplinary demotion, reduction in salary, or formal written reprimand.

26.2 Notice of Disciplinary Action

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

Except as otherwise provided herein or when emergency or other special circumstances require immediate action, a notice of proposed disciplinary action (other than for formal reprimand) shall be delivered to the employee, either personally or by the United States Postal Service, to the current address listed on the employee's most recent personnel action form, no less than five (5) calendar days prior to the effective date of any punitive action against the employee.

The notice of proposed disciplinary action shall include the following:

- The nature of the disciplinary action;
- The effective date of the action;
- The causes for the action in ordinary, concise language with the dates and places thereof, when known;
- A statement that identifies the material upon which the action is based and states that it is available for inspection; and
- A statement advising the employee of his/her right to respond either verbally or in writing to the Appointing Authority or his/her designee imposing the disciplinary action prior to the effective date and the right to be represented in that response and reference to that section of this agreement titled "Appeals from Disciplinary Action" and a statement that members of the bargaining unit are represented by the Service Employees' International Union (SEIU) Local #521, and the address and telephone number of the Union office.

26.3 Implementation of Discipline

In the case of an involuntary leave without pay of five (5) working days or less or an involuntary leave with pay of twenty (20) working days or less, the suspension may be imposed by a single notice containing items A, B, C and D above. This notice shall be

delivered to the employee on or as soon after the effective date of the involuntary leave as possible.

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

The notice of disciplinary action shall contain the information in items A, B, C and D above and, in addition, shall include a statement as to the right of appeal and representation by a party of his/her own choice and shall include a referral to the section of this agreement concerning appeals from disciplinary action and shall include a statement that members of the bargaining unit are represented by SEIU Local #521 with the address and the telephone number of the Union office.

26.4 Reprimand

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

26.5 Involuntary Leave Without Pay

Any involuntary leave without pay invoked as a disciplinary action under this section against any employee in the County service, whether for one or more periods, shall not exceed sixty (60) calendar days in any one (1) calendar year; provided, however, that where a an employee is placed on an involuntary leave without pay because of criminal information or indictment filed against such employee, the period of involuntary leave may exceed sixty (60) calendar days and continue until, but not after, the expiration of thirty (30) calendar days after the dropping of charges, or the judgment or conviction or acquittal of the offense charged in the complaint, or indictment has become final. An employee placed on such involuntary leave shall forfeit all rights, privileges, and salary while on such involuntary leave.

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

26.6 Involuntary Leave Pending Investigation for Disciplinary Action

An Appointing Authority or his/her designee may place an employee under his/her control on involuntary leave from his/her position at any time for reasons of investigation for disciplinary action. Such involuntary leave may be either with or without pay subject

to the limits set forth in this section. Written notice of such involuntary leave shall be given to the employee as soon as possible but not later than seventy-two (72) hours after such action is taken. Such involuntary leave is not a disciplinary action and shall not be subject to appeal unless it, or any portion of it, subsequently becomes a disciplinary action. In the event an employee is placed on involuntary leave without pay under this section and the Appointing Authority takes no disciplinary action, he/she shall reinstate the employee to his/her position and restore all rights and privileges and back pay for the time lost during the involuntary leave.

26.7. Reduction in Salary

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

26.8 Disciplinary Demotion

An Appointing Authority or his/her designee may demote an employee, for disciplinary reasons, to any position with a lower salary range, provided the employee meets minimum qualifications for the lower-level position. Such demoted employee shall not be eligible for promotion for a period of six (6) calendar months.

26.9 Dismissal

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

26.10 Absence Without Leave Separation

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

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

26.11 Statute of Limitations

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

of records shall be valid, if the notice of such action is served within the three (3) years after the discovery of such fraud, embezzlement, or falsification.

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

26.12 Appeals from Disciplinary Action

Only permanent employees, or seasonal employees with more than one (1) year of service, and who are not on probation, shall have the right of appeal from disciplinary actions other than written reprimands.

An employee who is eligible to appeal disciplinary actions under this section may have other disciplinary appeal procedures available to them such as, but not limited to, the "LAPS" (Local Agency Personnel Standards) disciplinary appeal procedure. In such cases the employee must, at the time of filing of the initial appeal, indicate which appeal procedure he/she is filing under. This designation of appeal procedure at the time of filing shall constitute a binding election of that appeal procedure and an irrevocable waiver and forfeiture of any and all rights of appeal under any other procedure.

The written notice of appeal must:

- State the basis of the appeal and contain a specific admission or denial of each of the material allegations contained in the notice of disciplinary action, and;
 - Be filed with the County Administrative Officer within ten (10) working days of the effective date of the disciplinary action, and;
 - Indicate which of the available appeal procedures the appeal is being filed under (for instance the LAPS procedures or the procedures set forth in this Agreement.)
- Appeals to arbitration shall only be filed by the Union.

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

The parties shall select a mutually acceptable arbitrator.

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.

SECTION 27 ARBITRATION

A. Grievance Arbitration

Within ten (10) working days from the receipt of the written decision resulting from a grievance heard by the Assistant CAO - Human Resources, or his/her designated representative as provided in Section 24, Grievance Procedure, of this agreement, the Union, and only the Union, may request that the grievance, as defined below, be submitted to arbitration as provided hereinafter.

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.

Notwithstanding any other provisions of this agreement the following matters are expressly excluded from the arbitration:

- All matters relating to Equal Opportunity, Occupational Health and Safety or Workers' Compensation;
- "Interest" matters or matters within the scope of representation;
- Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreements;
- Grievances filed under the Limited Grievance Procedure Applications section of the Grievance Procedure of this agreement.

See Section 4, Nondiscrimination regarding discrimination grievances.

A request by the Union for arbitration of a grievance must be received by the Assistant CAO - Human Resources or his/her designee within ten (10) working days of receipt by the Union of the written grievance procedure fourth step decision. Failure to request arbitration within the above time limits shall constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance appeal to arbitration. The notice shall set forth the specific issue or issues still unresolved through the grievance procedure which is being submitted to arbitration.

The parties shall select a mutually acceptable arbitrator.

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 but shall not add to, subtract from, nor otherwise modify the terms and conditions of this agreement.

SECTION 28 PERSONNEL RECORDS

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

All personnel records are and remain the property of the County. Employees shall have the right to inspect and review any official record relating to his/her performance as an employee, which is kept or maintained by the County.

When any comment adverse to an employee's interest is entered in his/her official personnel records, the employee shall have opportunity to read the adverse entry.

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

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

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

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

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

SECTION 29 TRANSFERS AND REASSIGNMENTS

The County retains the sole right to transfer employees from one work site to another.

Except when an immediate transfer is necessary to meet the requirements of the department, employees shall receive notice five (5) working days prior to the effective date of the transfer.

Transfer opportunities at Natividad Medical Center will be posted in a central location on each floor and will include work unit information.

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

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

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

If the above criteria are equally met, the seniority of the employee with Natividad Medical Center or the Health Department shall determine selection.

The Natividad Medical Center Human Resources Department or Nursing Administration will send the Union copies of all employment vacancies at Natividad Medical Center.

SECTION 30 CLASSIFICATION STUDY REQUESTS

The Assistant CAO - Human Resources or his/her designee will review the status of pending classification studies requests with a staff member of the Union no more than once every ninety (90) calendar days.

The decision of the Assistant CAO - Human Resources or his/her designee with respect to the request shall not be subject to the grievance procedure.

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

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

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

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

At the request of the Union, the Assistant CAO – Human Resources, or NMC CEO for employee's of NMC, or his/her designee will periodically review the status of pending classification studies requested by the Union, with a staff member of the Union.

The results of classification studies requested by the Union will be sent to the Union prior to going to the Board.

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

SECTION 31 PROFESSIONAL COMMITTEE

Health Department PPC: Management of the Health Department shall meet with County employee representatives of Local #521 at mutually scheduled hours during normal business hours to discuss issues of mutual concern.

SECTION 32 EDUCATIONAL LEAVE

A. Unit employees shall be granted paid leave for educational purposes on a calendar year basis with administrative approval.

All bargaining unit employees shall be granted one (1) day of educational leave for every five (5) continuing education units (CEU's) or in-service hours required by their license and/or certification per year, up to a maximum of five (5) days. Where the licensing or certification board offers several options for pursuing license renewal, the employee will need to provide evidence that they are attending additional courses in lieu of other possible methods of renewal. The Appointing Authority must approve the method of renewal.

Example: If a classification requires 30 hours of CEUs for their license to be renewed and a license requires a renewal every 2 years, the employee will receive 3 days of Education Leave per year. (30 CEU's/2 years =15 CEU's per year, 15 CEU's/5 =3 days of Educational Leave per year.)

Employees hired or promoted into a unit job class shall, on the first pay period concurrent with or following their date of hire, be credited a pro rata amount, to the nearest full hour, of educational leave based on the number of pay periods remaining in the calendar year.

No less than eight (8) hours shall be credited.

Part-time employees shall accrue educational leave on a pro rata basis per hours paid in the ratio those hours bare to full time employment of eighty (80) hours.

Educational leave not used during any year may not be used during the following year.

Employees shall not be paid for unused educational leave.

B. Educational Assistance

Employees shall be eligible for the Educational Assistance Program as provided in the Personnel Policies and Practices Resolution #98-394. Funding levels for this 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 #98-394.

SECTION 33 USE OF VOLUNTEERS

No volunteer program shall have the effect of displacing any county employee. The County shall meet with the Union to discuss any Countywide volunteer program before implementing such a program.

SECTION 34 CONTRACTING OUT

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

Grievances alleging a violation of this policy shall be filed at step three. The only remedy, which may be ordered pursuant to such a grievance is proper compliance with the policy.

The Board of Supervisors may proceed without meeting and discussing if circumstances justify emergency action. Advance written notice of six (6) working days of intention to

proceed on such a basis shall be given to the Union prior to any Board action; provided nothing herein shall hamper the Board's lawful exercise of authority under state law in emergency situations.

SECTION 35 PROBATIONARY PERIOD

The duration of the probationary period for a newly appointed employee will be a minimum of nine (9) months. Employees who have not worked 1,560 hours at the end of nine (9) months, will remain on probationary status for a minimum of either 1,560 hours worked or twelve (12) months, whichever comes first. Provided, however, employees transferred within the same class between the Health Department and Natividad Medical Center shall serve a probationary period of six (6) months. Such employees who have not worked one thousand forty (1,040) hours at the end of six (6) months will remain on probationary status for either one thousand forty (1,040) hours worked or nine (9) months, whichever comes first.

Probationary employees shall receive formal evaluations on or about the end of the fourth and eighth (4th and 8th) months and such additional evaluations as deemed appropriate by the department.

Employees who are reclassified into a new position shall not be required to serve a six month probationary period.

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

SECTION 36 PERFORMANCE EVALUATIONS

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

The County will make a good faith effort to ensure employee performance evaluations are conducted in accordance with County and departmental policy.

Performance evaluations are intended to provide feedback to employees regarding their performance of County duties. When an employee does not agree with the overall rating, which he/she receives on his/her written performance evaluation, he/she shall discuss and attempt to resolve the differences with his/her immediate supervisor.

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

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

Longevity/Performance Stipend

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

SECTION 37 "SCRUBS" UNIFORMS

The hospital will continue the current practice of issuing scrub clothes to be used by Health Care workers in Labor and Delivery, Nursery, Central Supply Room, Operating Room, ER and MIU units.

Health Care workers in ICU-CCU, ECU, ER, MIU, and Cardiopulmonary may wear scrubs, to be purchased, at the worker's expense, through the Hospital Purchasing Department. Workers in these units will be responsible for laundry and maintenance of their scrubs. Effective August 1, 1992, the hospital shall provide gowns to employees when faced with a reasonable risk of exposure to blood, body fluids, and tissue. Natividad Medical Center shall also provide the maintenance of these gowns.

SECTION 38 PROFESSIONAL DEVELOPMENT STIPEND

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

SECTION 39 REQUIRED NOTICE

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

This Section shall not be subject to the grievance procedure.

SECTION 40 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 bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work-stoppage), in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. In the event of any such work stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

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

SECTION 41 EMERGENCY AUTHORITY

Nothing contained herein shall be construed to limit the authority of the County to make changes for the purpose of preparing for or meeting an emergency. For the purposes of this section, changes in law or circumstances that significantly reduce currently existing revenue levels, shall be included within the definition of an emergency. Such emergency actions shall not extend beyond the period of the emergency.

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

SECTION 42 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.

SECTION 43 FULL UNDERSTANDING MODIFICATION, WAIVER

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

Existing matters within the scope of representation which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

The County assures the Union that unless changes are warranted by operational necessity it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

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

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

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

This Health Care Workers Memorandum of Understanding Unit H MOU, Term July 1, 2011 to June 30, 2013 and accompanying Side Letters are agreed to:

FOR SEIU LOCAL 521

FOR MONTEREY COUNTY

S. J. P. 12-5-11
Raymond 12-21-11

Shelley Neal 1/13/12