

MEMORANDUM OF UNDERSTANDING

between the
COUNTY OF SAN BENITO



and the
**SERVICE EMPLOYEES
INTERNATIONAL UNION,
AFL-CIO, CLC, LOCAL 521**



representing the
SAN BENITO COUNTY EMPLOYEES
for the period

OCTOBER 1, 2015 TO September 30, 2017

10/1/15 – 9/30/17 MOU BETWEEN SAN BENITO COUNTY
AND SEIU LOCAL 521 / SAN BENITO COUNTY EMPLOYEES

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PREAMBLE

Both the County of San Benito and the SEIU Local 521, agree that the purpose of this Memorandum of Understanding is to ensure that all County employees be treated with mutual respect, dignity, and fairness. To that end, it is the expressed goal of the County of San Benito to use a system of personnel administration that will be unbiased in the recruitment, examination appointment, training, promotion, transfer, layoff, removal, and discipline of employees.

All rules, practices, and policies will be applied equally and impartially. The County of San Benito recognizes this to be important for the resolution of employee grievances and disputes.

It is the goal of the County of San Benito and SEIU Local 521 that it is in our mutual interest to foster harmonious labor management relations and to create a work place environment that is healthy, cooperative, supportive and mutually trusting.

The County and Union further agree that the purpose of the County organization is to provide public service and both further agree that they shall strive to achieve excellence in the provision of services to County residents. All residents/clients of the County organization shall be treated with respect, dignity, and fairness.

This preamble expresses the mutual intent of the parties. It is not subject to the grievance procedure.

**ARTICLE 1.
PARTIES TO THE AGREEMENT**

This Memorandum of Understanding has been executed by a representative of the Board of Supervisors of the County of San Benito and the County Administrative Officer, hereinafter referred to as the County, and by a representative(s) of the Service Employees International Union (SEIU), Local 521, CTW – CLC, hereinafter referred to as the Union

**ARTICLE 2.
NON-DISCRIMINATION IN EMPLOYMENT**

No person applying for employment or employed by the County of San Benito shall be unlawfully discriminated against, according to state and federal law, because of race, color, religion, marital status, national origin, ancestry, age (over 40), veterans status, sex (sexual, gender based, pregnancy/childbirth), sexual preference or orientation, pregnancy, parenthood, political affiliation or political belief, physical or mental disability, Union activity or lack thereof, or on any other basis prohibited by applicable Federal and State law.

**ARTICLE 3.
AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Memorandum of Understanding, the following authorized agents have been designated:

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- A. County's principal authorized agent shall be the Administrative Officer or his/her duly authorized representative.

County of San Benito
481 4th Street
Hollister, CA 95023

- B. Union's authorized agent shall be the President, or his/her duly authorized representative.

SEIU Local #521
334 Monterey Street
Salinas, CA 93901

**ARTICLE 4.
RECOGNITION**

The Union is hereby acknowledged as the recognized employee organization for the purpose of meeting and conferring in good faith under the auspices of Section 3500 et seq of the Government Code of the State of California. The job classifications included in the General Unit are listed in Appendix A.

**ARTICLE 5.
MANAGEMENT RIGHTS**

Except as otherwise limited by a specific term and/or right delineated in this Agreement or applicable state or federal laws, including Sections 3500-3511 of the California Government Code, the County has and retains the sole and exclusive rights and functions of management, but not limited to, the following:

1. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
2. To manage all facilities and operations of the County including the methods means and personnel by which the County operations are to be conducted.
3. To determine hours of operation and assign work.
4. To establish, modify or change work standards.
5. To direct the work force, including the right to hire, assign, promote, demote or transfer any employee.
6. To determine the location of all work assignments and facilities.
7. To determine the layout and the machinery, equipment or materials to be used.
8. To determine processes, techniques, methods and means of all operations, including changes, allocation and adjustments of any machinery or equipment, except where such impacts employee safety.

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9. To determine the size and composition of the work force.
10. To determine policy and procedures affecting the selection and/or training of employees.
11. To establish, assess and implement employee performance standards, including, but not limited, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.
12. To control and determine the use and location of County employees, property, material and equipment.
13. To determine appropriate staffing levels.
14. To determine safety, health and property protection measures within the extent of the law.
15. To transfer work from one job site to another or from one location to another.
16. To introduce new, improved or different methods of operations, or to change existing methods.
17. To layoff employees from duty for lack of work, lack of funds or other reasonable and legitimate operational needs and to temporarily furlough employees for budgetary reasons.
18. To reprimand, suspend, discharge or otherwise discipline employees.
19. To establish, determine or eliminate job classifications and assigned salaries.
20. To take all necessary actions to carry out its mission in emergencies.

The County reserves and retains, solely and exclusively, all of the rights, privileges and prerogatives which it would have in the absence of this agreement, except to the extent that such rights, privileges and prerogatives are specifically abridged by express provisions of this agreement.

ARTICLE 6. UNION RIGHTS

6.1 REPRESENTATION

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

The Union may select up to four (4) persons, in addition to its staff members to act as official representatives and will notify the County as to those individuals so selected.

Official representatives shall represent the Union in jointly scheduled meetings with the County to address matters of mutual concern. Union official representatives who are County employees may utilize time during normal working hours for meeting and conferring with authorized representatives of the County subject to advance scheduling. When practicable, the Union will

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provide the County with at least seventy-two (72) hours advance notice. Such meetings will normally be scheduled during regular working hours.

6.2 STEWARD PROGRAM

The Union may appoint regular employees at a work site to serve as official representatives (stewards) where they are employed. The functions of the stewards shall be to inform other bargaining unit employees of their rights and responsibilities under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed and to investigate and assist in the processing of grievances. The union may select up to sixteen (16) stewards county-wide, however, the Union should select no more than four (4) stewards from any one department.

The Union agrees to notify the County in writing of the names and titles of the departmental steward(s) representing employees and shall send a copy of such notice to the Personnel Director within 20 days of a request for such information. Changes to the listing of stewards will be provided by the Union as they occur. Only employees named on the current list will be recognized by the County as stewards of the Union.

Stewards shall be subject to the following:

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

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- 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.

6.3 UNION ACCESS

Authorized Union staff representatives shall have reasonable access to work locations in which employees covered hereby are employed in accordance with the MMBA. Routine contacts not involving the investigation of grievance/disciplinary matters shall take place during non-working hours. Authorized Union staff representatives desiring such access shall first request, in writing, access from the Department Head, Assistant Department Head or Deputy Department Head, at which time the authorized representative shall inform said management representative of the purpose of the visit. Access to the work location may be denied if it is deemed that a visit at that time will interfere with the operations of the department or facility thereof, in which event said management representative will offer an alternative time and/or location. In cases where management denies access to a work location 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. In the event of denial of access, the Department will, contingent upon written request by the Union, identify in writing the specific reasons for the denial within 7 working days.

Upon receiving advance notice, the County will provide the Union with reasonable access to County facilities for the purpose of updating bulletin boards.

Upon request by the County, the Union shall give to each department head, having employees in the unit, and the Personnel Director, 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.

6.4 BULLETIN BOARD

Where such space is available, the County will furnish for the use of the Union, reasonable bulletin board space at reasonable locations. If space is not available on County bulletin boards, the Union may install, at its own expense, bulletin boards at locations approved by the County Administrative Office. Union installed boards shall be of reasonable size and construction as approved by the County Administrative Office. Such bulletin board space shall be used only for the following subjects:

- Union recreational, social, and related news bulletins;
- Scheduled Union meetings;
- Information concerning Union Chapter and/or Union Executive Board elections or the results thereof;
- Reports of official business of Union including reports of committees or the Board of Directors;
- All material shall clearly state that it is prepared and authorized by the Union;
- No elections materials concerning any Local, State or Federal candidates and/or ballot measures or Union's endorsement of such candidates and ballot measures may be posted on any bulletin board in the County of San Benito; and

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

6.5 USE OF COUNTY MAIL SYSTEM

The Union may use the County mail system for the following limited purposes:

- To send communications to the Administrative Officer, department heads or other management personnel.
- To send communications to members of the Union Board of Directors and officially designated shop stewards. Such communications shall not be for or include other material to be distributed to general employees.

6.6 DEPARTMENT MEETINGS

Upon agreement regarding an agenda, a department head and his/her designees and designated department Union stewards may meet as needed to discuss issues of mutual concern. Meetings shall be held during the department's normal business hours. The parties to the meetings shall have no authority to change the wages, hours, terms and conditions of this agreement.

6.7 BOARD OF SUPERVISORS MEETINGS

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The County will not unreasonably deny requests for release time for an employee representative to attend Board of Supervisors meetings when matters within the scope of representation are agendaized for Board action. An employee representative must request release time by 9:00 a.m. the day following the County's posting of the Board of Supervisor's agenda.

6.8 UNION LEAVE OF ABSENCE

The County may grant time off, up to a maximum of five (5) working days, to employees for official Union business, so long as the number of employees absent for Union business does not impose an unreasonable burden on the County. Employees must provide adequate notice to the department. All requests for union leaves must be approved by the employee's department head. The employee's accrued vacation and compensatory leaves must be exhausted prior to granting unpaid leave, in accordance with the Personnel Policies and Procedures for unpaid leaves of absence.

ORGANIZATIONAL SECURITY

6.9 AGENCY SHOP

- 6.9.1 It is the mutual intention of the parties that the provisions of this procedure protect the rights of individual employees without restricting the Union's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 6.9.2. Except as expressly exempted herein, employees in the bargaining unit who do not maintain membership in good standing in the Union are required, as a condition of continued employment, to pay service fees equal to Union dues to the Union, in amounts that do not exceed the periodic dues of the Union for the duration of this Agreement. The amount of Union fees or dues are determined solely by SEIU Local 521. The Union agrees to follow all legal requirements for the charges associated with dues and fees.
- 6.9.3. No employee shall be obligated to pay dues or service fees to the Union until the first of the month following thirty (30) calendar days after the employee first comes into the bargaining unit. The County shall notify the Union of new bargaining unit employees, within thirty (30) calendar days of the date the employee is hired.
- 6.9.4. Any employee who is a member of a bona fide religious body or sect, that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join, maintain membership in, or pay service fees to the Union as a condition of employment. Such exempt unit employees will be required to submit to the Union satisfactory evidence of that person's membership in such a religion, body or sect. Such employee shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to a non-religious and non-labor organization exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.
- 6.9.5. Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to the Union, furnish the Union

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and the County with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

- 6.9.6. During the month of May only of each calendar year, an employee may elect to change their Union dues membership to fee payer or religious exemption status. This provision in no way restricts an employee from initiating Union dues authorization at any time during a calendar year.

6.10 DUES AND FEE SERVICE DEDUCTIONS

- 6.10.1. The Union has the sole and exclusive right to have employee organization membership dues and service fees deducted by the County for employees in the bargaining unit.
- 6.10.2. The County shall deduct, in accordance with the Union's dues and service fee schedule, dues, service fees, or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit.
- 6.10.3. The County shall, without charge, pay to the Union upon deduction all sums so deducted, except that the County shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this Agreement.
- 6.10.4. Upon request, the County shall upon request from the union, but no more frequent than monthly, without charge, furnish the Union with an alphabetical list of all employees in the bargaining unit, identifying them by name, work email, home address, home telephone number and email address (if provided by employee to the County), date of hire, Department name, current step, and annual salary.
- 6.10.5. The County shall notify the Union representative if any member of the bargaining unit revokes a dues, service fee, or payment in lieu of service fee authorization.
- 6.10.6. The County shall deduct and pay to the Union service fees for each bargaining unit employee who is not a Union member in good standing and who is obligated to pay such fees, pursuant to this Agreement. A payroll deduction authorization form shall not be required for such deductions. If an employee fails to meet the obligation to pay dues, service fees, or payments to charity in lieu of service fees, upon notice of such failure in writing by the Union to the County, this shall be considered grounds for the County to terminate the employee. The Union, at its option, may elect to waive its rights to demand termination and instead use the judicial process to compel payment.

6.11 HOLD HARMLESS PROVISION

The Union agrees to defend, indemnify and hold harmless the County and its officers, employees and agents against all claims and liability arising out of any actions taken by the County under this Article, including but not limited to claims and liability regarding dues and fees deductions, provided that the County has complied with the terms of this Article, and has timely notified the Union of any proceeding, court, or administrative action against the County under this Article.

6.12 DISPUTE RESOLUTION

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In the event there is a dispute over the interpretation or administration of these procedures, the Union and County agree to submit the dispute to a neutral hearing officer selected from a list provided by the State Mediation and Conciliation Service. The Hearing Officer shall hold an informal hearing during which the dispute will be heard. Thereafter, the Hearing Officer shall issue a decision, which shall be final and binding. The Union and County agree that review of the Hearing Officers' decision shall be as provided for final arbitration awards pursuant to CCP § 1280, et seq.

6.13 NEW EMPLOYEE ORIENTATION

The County will permit, with release time, one SEIU Steward/Representative to address new hires during the County new hire orientation. The Union Steward/Representative will be given 30 minutes at the conclusion of the orientation session to address bargaining unit employees who wish to remain for a brief informational presentation. The purpose of this setting is to present administrative information to new employees regarding contact information, SEIU programs available to San Benito members and membership information. The parties agree that neither will malign or make derogatory comments of the other as part of the new employee orientation.

Subject to departmental approval of release times, the Union will select one (1) steward or Chapter Board member to participate in the presentation and will provide the County with a request for release at least twenty-four (24) hours in advance.

<p>ARTICLE 7. SAFETY</p>

7.1 WORK ENVIRONMENT

The County recognizes its obligation to provide 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 County will follow all required state and federal laws and regulations regarding health and safety practices, and when necessary, will set rules and policies related to such requirements. 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.

7.2 COUNTY-WIDE HEALTH AND SAFETY COMMITTEE

The County-wide Safety Committee shall meet to discuss and provide feedback on health and safety practices and policy and shall consist of one Department Safety Representative (DSR) from each department. If a department has multiple locations, there may be more than one DSR. DSR's shall be appointed from all employee groups. The Union may participate in the selection process. Paid Union officers may attend the safety committee meetings.

7.3 SAFETY EQUIPMENT AND CLOTHING

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The County shall supply employees with any safety equipment, tools, or clothing required by the State of California, Department of Labor, Division of Occupational Health Safety. County will pay \$50.00 per year for rain gear.

Each employee required by the County to wear OSHA-approved safety footwear shall be required to purchase and wear OSHA-approved safety footwear and shall be reimbursed upon presentation of a receipt for up to two-hundred and fifty dollar (\$250) maximum allowance per year that may be used for more than one pair of safety footwear. The allowance shall be paid each year upon request, up to the maximum reimbursement, to those employees in classes requiring safety footwear and listed in Appendix D. This Appendix may be updated during the term of this agreement if the County requires additional classifications to wear OSHA-approved safety footwear after meeting with the Union on these updates.

7.4 ALCOHOL AND DRUG ABUSE POLICY

The County and the Union shall assemble an ad hoc committee to meet within forty-five (45) calendar days of approval of this Agreement to evaluate and recommend mutually agreeable revisions to this policy.

7.5 PROFESSIONALISM IN THE WORKPLACE

All employees, including peers and supervisors, are expected to interact in a professional manner and with respect in the workplace. Unprofessional conduct will not be tolerated. Actions of individuals directed towards an employee which are intended to intimidate and create a risk to the health and safety of the employee may be cause for disciplinary action.

Examples of unprofessional conduct may include swearing, shouting, criticizing or humiliating another individual for underperformance in front of peers or coworkers, etc.

<p>ARTICLE 8. COMPENSATION</p>

8.1 GENERAL SALARY INCREASES

Effective the first full pay period following execution of this agreement, all bargaining unit employees shall receive a two thousand five hundred thirty-six dollars (\$2536) bonus. Part time employees will receive a pro-rata share of this amount based on their FTE status. Employees hired after the applicable pay period when the County provided the bonus will receive a prorated share of the bonus and will receive 1/12 of the bonus for each full month of employment from November 2015 through November 2016. Employees who leave or separate from the County after receiving the bonus do not have to repay the bonus.

Effective the first pay period following October 1, 2016, all bargaining unit employees shall receive a two percent (2%) salary increase.

8.2 OUT-OF-CLASSIFICATION PAY

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Employees assigned by the Department Head or his/her designee, in writing, to perform substantially all of the duties of a higher level classification shall receive an additional five (5%) percent of base pay effective the first day of the pay period after they have worked at least fourteen (14) consecutive days out-of-class. Payment shall be made for that period of time that the employee actually is assigned and working out of classification, commencing with the first (1st) day of the pay period after they have worked at least fourteen (14) consecutive working days. If it is necessary to order out-of-classification work orally, the assignment shall be confirmed in writing within two (2) days.

8.3 STAND-BY PAY:

Standby compensation shall provide for payment of forty dollars (\$40.00) for each weekday of standby (5:00 pm to 8:00 am) and sixty dollars (\$60.00) for each weekend day and holiday of standby (24 hours). Employees assigned standby for a portion of a standby shift shall be compensated proportionally.

When assigned to standby duty by the department head or designee, employees must be responsive and reachable by phone and must report to the call within one hour from initial phone contact. In addition, the employee must refrain from activities that might impair his or her ability to perform his or her assigned duties if called in for duty.

All standby duty schedules shall be posted at least thirty (30) calendar days in advance of effective date of the schedule. Once posted, any schedule changes with less than fourteen (14) days notice require notification to the affected employees. Emergency changes may be ordered without any advance notice.

Within thirty (30) days of ratification of this agreement, the parties shall meet and confer on any changes to the on-call scheduling of clinicians in Behavioral Health as a result of the short-staffing issues and health and safety issues.

8.4 BILINGUAL PAY:

8.4.1 Eligible employees shall continue to be paid at the Fifty Dollar (\$50.00) per month bilingual pay on the first day of the pay period following assignment of bilingual pay or on the date-of-hire if the employee is certified for bilingual pay at the time of hire. Management shall not direct an employee to translate with a member of the public, if the employee is not bilingual certified and/or on an eligible list. This in no way limits an employees' ability to attempt to provide quality service to bilingual clients.

8.4.2 Individuals who can pass the bilingual competency test and who use bilingual skills 33% of the time or more shall be eligible for pay. The County may, in its discretion, limit the number of individuals receiving bilingual pay to specified numbers within each department. Should the County limit the number of individuals to receive bilingual pay, the individuals who use the bilingual skills 33% or more of the time and who take and pass the proficiency test shall receive the compensation.

8.4.3 The union and County agree to reconvene a joint management/labor bilingual committee (two members to be selected by the Union and two members to be appointed by the County) The Committee will review, discuss and make recommendations for a tiered

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compensation program for bilingual County employees. These meetings will commence no later than April 1, 2016. All final decisions pertaining to the committee's recommendations shall be reviewed by the County Administrative Officer prior to Board of Supervisors approval.

8.5 G STEP

For employees hired on or after October 1, 2014, Step G is eliminated. Those employees will only be eligible to move from Steps A through F. Effective the first full pay period following execution of this agreement, employees hired before October 1, 2014 who continue to retain or move through Step G and who are currently at the F step for twelve (12) or more months are eligible to move to the G step without further delay. Following the effective date of this agreement, employees hired before October 1, 2014 who are not already at Step G are eligible to Step G after completing twelve (12) months at F step.

8.6 LONGEVITY

1. Effective the first day of the pay period following the 20th year of service, two and one-half (2.5%) percent added to base salary. Employees with continuous service to San Benito County hired by October 6, 1987 are eligible for this differential.
2. Effective the first day of the pay period following the 25th year of service, an additional 2.5% will be added to base salary for a total of five (5%) percent added to base salary. Employees with continuous service to San Benito County hired by October 6, 1982 are eligible for this differential.
3. Effective the first day of the pay period following the 30th year of service, an additional 2.5% will be added to base salary for a total of seven and one-half (7.5%) percent added to base salary. Employees with continuous service to San Benito County hired by October 6, 1977 are eligible for this differential.

8.7 PAYROLL/PERSONNEL TRANSACTIONS

Unless otherwise stated in this MOU, all new payroll/personnel transactions that affect compensation and benefit payments, including but not limited to step increases, promotions, demotions, and transfers will be effective on the first day of the pay period following the effective date of the relevant transaction.

<p>ARTICLE 9. INSURANCE BENEFITS</p>

9.1 MEDICAL INSURANCE:

9.1.1 Medical Insurance Plan Options

The County currently offers to eligible employees CalPERS Public Employee's Medical & Hospital (PEMHCA) Plans. For calendar year 2016, CalPERS PEMHCA will offer employees choices in medical.

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For Calendar Year 2017, SEIU 521 agrees to the following language to be in full force and effect, only if all County bargaining units and their authorized representatives have the same contract language in their MOUs or have similar terms effective through imposition:

The County reserves the right to change providers at any time. If the County determines that the CalPERS PEMHCA plans do not provide affordable or beneficial options for County employees for any subsequent plan year, the County Board of Supervisors reserves the right to exit CalPERS and change providers.

9.1.2 **Eligibility**

Employees occupying permanent part-time positions, who work a minimum of twenty (20), but less than forty (40) hours per week, and their dependents shall be entitled to participate in the County-sponsored health plans.

Permanent part-time employees hired on or before January 1, 2002 shall continue to receive the same County contribution to their health insurance premiums as full-time employees as listed below in Section 9.1.3. However, permanent part-time employees hired after January 1, 2002 shall pay a proportionate share of the gross monthly County contribution rounding to the nearest one-quarter time: i.e., either fifty percent (50%) or seventy-five percent (75%) of the gross monthly premium.

In either case cited above, the County contribution shall be based on the date-of-hire and full-time equivalent designation of the position on the Schedule of Authorized Positions adopted by the Board of Supervisors, not on the specific number of hours worked.

9.1.3 **County Contribution**

A. CalPERS PEMHCA Contribution.

The County will provide a contribution towards a monthly medical insurance premium to either CalPERS plans or any other approved County offered alternate medical plans. The amount of the County's contribution is based on the PEMHCA minimum as determined by CalPERS. The PEMCHA minimum for 2016 is \$125. If the County exits CalPERS during the term of this contract, it shall continue to contribute the equivalent amount as the PEMHCA minimum.

B. Flexible Health Allowance Contribution

The County will implement a Flexible Health Allowance Program pursuant to Section 125 of the Internal Revenue Code to provide a flexible benefit contribution on a pre-tax basis that will vary based on the employee level of plan coverage (employee only, employee +1, employee +family) minus the PEMHCA minimum. To receive this contribution, all employees must maintain health care coverage through a County sponsored plan.

The amount of the County's contribution towards the flexible benefit contribution with the PEMCHA minimum or equivalent will total the following:

\$550.00	Employee Only
\$1050.00	Employee Plus One
\$1315.00	Family

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This County's contribution is frozen at this rate for the term of this agreement and any changes in contribution in the future are subject to successor MOU negotiations and impasse procedures and final authorization by the Board of Supervisors.

This provision shall take effect as soon as administratively possible.

9.1.4 PREMIUM CONVERSION

Employees in this Unit authorize the County to make a payroll deduction in the amount of the remainder of the premium required for the CalPERS PEMHCA plane, or other approved County offered medical plan in which the employee and dependents are enrolled.

The County Agrees to continue to provide employees with an option to pay their insurance premium contributions on a pre-tax basis, as provided in the Internal Revenue Code.

9.1.5 EMPLOYEE OPT-OUT OF MEDICAL COVERAGE

Employees who have alternate medical insurance will have the option of selecting no medical coverage (through the County). The County will provide employees opting for no medical coverage with the option of receiving payment of a portion of what would otherwise be the County contribution. An eligible employee selecting this "cash in lieu of" option shall receive a taxable payment of \$150 monthly (pro-rated into biweekly installments of \$69.23).

To be eligible for the cash incentive, the employee must work a full-time schedule in an authorized full-time position and change from any level of health plan coverage to no coverage, or if a new employee, choose no coverage.

Whenever the employee changes to, or opts for, no coverage, the employee shall provide proof of current alternate coverage and sign a waiver stating that he or she does have alternative coverage and that he or she understands that he or she will no longer receive coverage through a County-sponsored health plan.

If the employee later decides to re-enter a County-sponsored health plan, he or she must meet such requirements and conditions for approval as may be required by the health plan provider or enroll during the annual open enrollment period for PERS provided health plans.

Procedures for exercising this option and for re-entering the County-sponsored health plans shall be established by the County.

9.2 DENTAL INSURANCE:

The County will maintain in effect the Delta Dental Insurance Program. The County will contribute thirty dollars (\$30.00) per full-time regular employee per month for those employees electing to participate in the dental insurance program. Permanent part-time employees (who work a minimum of twenty hours per week) hired after October 1, 2007 shall pay a proportionate share of the gross monthly premium, rounding to the nearest one-quarter time (same conditions as the medical insurance). The following enhancements will be made to the County's current dental plan under Delta Dental effective January 1, 2008.

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1. The County will provide a dental open enrollment for alternating even years, beginning for the coverage year 2008.
2. The County's plan will increase the annual maximum benefit per enrollee from \$1,250 to \$1,500.
3. The plan will provide orthodontia coverage to enrollees.
4. Implement a PPO (network) plan. When using a dentist in the network, the \$50 annual deductible for members is waived. No change if using dentists out-of-network.

9.3 RETIREE HEALTH INSURANCE

A. Eligibility and CalPERS PEMCHA Contribution

Employees in the Unit who retire and are eligible for a pension through CalPERS may enroll in a CalPERS PEMHCA plan or any County offered alternate medical plan in accordance with Article 9.1.1. For eligible retirees who are enrolled in the CalPERS PEMHCA program or an alternative program offered by the County, the County agrees to contribute the PEMHCA minimum as determined by CalPERS. The PEMHCA minimum for 2016 is \$125. If the County exits CalPERS during the term of this contract, it will continue to contribute the equivalent amount as the PEMHCA minimum.

B. Additional Contribution for employees hired on or before September 30, 2013

1. The County will make the following additional contribution to a HRA:
 - a. For pre-65 retirees who are not eligible for Medicare, the amount of the County's additional contribution towards HRA with the PEMCHA minimum or equivalent will total the following:

i. Retiree Only:	\$550
ii. Retiree Plus One:	\$1050
iii. Retiree Plus Family:	\$1315
 - b. For 65 or older Medicare eligible retirees, the County will contribute 70% of the amount stated in paragraph B1a above.
2. The parties agree to eliminate Cal. Gov. Code section 22893 Tier Two retiree medical insurance coverage. Employees hired on or after January 1, 2010 and on or before September 30, 2013 will receive retiree medical coverage in accordance with section B1 above.

The County's contribution is frozen at these rates and any changes to the County's contribution are subject to negotiations and final authorization by the Board of Supervisors.

C. Employees Hired on or after October 1, 2013

Employees hired on or after October 1, 2013 shall only receive a County contribution of the PEMHCA minimum, or its equivalent if the County chooses to terminate the contract through

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CalPERS PEMHCA and offer plans through an alternate provider, towards retiree health medical insurance premiums upon CalPERS eligible retirement. If the County exits CalPERS during the term of this contract, it will contribute the equivalent amount as the PEMHCA minimum.

9.4 INSURANCE COMMITTEE:

The Union and County agree to continue to participate in the joint insurance committee and to make appropriate recommendations to the Union and County regarding possible changes in insurance coverage during the term of this agreement. Implementation of any changes will be subject to the meet and confer process, with the exception of the County's right to leave CalPERS as stated above in Section 9.1.1.

In January of 2016, the County will begin requesting bids for alternative healthcare options different from the PEMHCA healthcare options provided through PERS. Upon receipt of bids and relevant information, the County will commence a Health Plan Committee to meet, but not later than March 1, 2016. The Health Plan Committee will be comprised of up to two (2) members from each of the County's bargaining units, in addition to one (1) staff representative from each Union, two (2) County administration representatives, and (2) unrepresented employees. The County will provide this Committee with alternate providers of medical plans comparable to the PEMHCA plans offered by CalPERS. Should the County decide to leave CalPERS after receiving the rates for plan year 2017, the Health Plan Committee will provide the County with a recommended provider by August 15, 2016. If the Health Plan Committee is not able to meet this deadline, the County Board of Supervisors may proceed with choosing the provider. If the County does not leave CalPERS in 2016, this Committee will remain in effect and will follow the same procedure for all relevant dates listed above for calendar year 2017.

9.5 LIFE INSURANCE:

The County shall maintain life insurance coverage for unit employees at Twenty-Thousand Dollars (\$20,000) per employee. In addition, it is possible for the employee to purchase additional insurance at the employee's expense.

9.6 VISION INSURANCE:

The County agrees to provide MES Vision Insurance to all full-time regular employees effective January 1, 2008. The County agrees to pay the premium for coverage for the employee only and to maintain a vision insurance plan during the term of this agreement. The County agrees to pay for any increase in the premium for employee only coverage for vision care benefits during the term of this agreement. Employees may elect to pay for vision coverage for eligible dependents through voluntary payroll deductions and will be responsible for any increases during the term of this agreement.

9.7 INELIGIBLE DEPENDENTS:

It is the responsibility of each employee to notify Human Resources upon any enrolled dependent(s) becoming ineligible.

**ARTICLE 10.
OVERTIME**

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The County overtime practices shall be as follows:

10.1 OVERTIME DEFINED:

Overtime is any work in excess of forty (40) hours per week. For the purpose of calculating overtime, all paid time off shall be considered hours worked.

10.1.1 Overtime hours worked shall be compensated at time and one half.

10.2 OVERTIME COMPENSATION:

10.2.1 Employees not exempt from the Fair Labor Standards Act (Non-FLSA exempt) may elect in writing to be compensated with compensatory time off instead of payment at the rate of one and one half (1-1/2) times the hourly rate of pay. However, the maximum accrual of compensatory time off shall be sixty (60) hours. Employees with the maximum compensatory time off accrual shall be paid for any overtime worked. For the purpose of calculating overtime, all time worked will be rounded up to the next twelve (12) minutes on a daily basis.

10.2.2 Employees having more than sixty (60) hours accrued on the effective date of this Memorandum of Understanding shall use the amount accrued as their CTO maximum until CTO usage has dropped their accrual to or below the sixty (60) hour limit. Thereafter, the sixty (60) hour limit shall apply.

10.2.3 At times, the County may request that employees voluntarily flex their schedules within a pay period rather than work overtime. Individuals requested to adjust their schedule within a work period shall, to the extent operationally possible, be given a choice of the day and time during which their schedules may be adjusted. Such choice shall be subject to Departmental approval, but shall not be unreasonably denied.

10.2.4 Absent extraordinary circumstances, employees on a 5/8, 9/80 or 4/10 shift (not 12's) who are required to work more than four (4) hours overtime within a sixteen hour period commencing with the start of their shift and whose regularly scheduled work begins less than six (6) hours from the time the overtime ends, shall be allowed a full six (6) hour period of rest before returning to work, at the employee's request. If the period of rest extends into the next regularly scheduled work shift, the employee will be able to be absent from work to ensure six (6) hours of rest with time absent charged to appropriate leave accruals and for any for a period of rest beyond the six (6) hour the employee may request additional time of to be charged to the employees appropriate leave accruals. Requests for an additional period of rest will not be unreasonably denied.

10.3 OVERTIME COMPENSATION- STANDBY PERSONNEL:

In addition to the daily rate provided for standby, pursuant to section 8.4, individuals assigned to standby who receive telephone calls while on standby shall receive overtime compensation pursuant to this section for the actual time worked in excess of forty (40) hours per week. Individuals receiving telephone calls between the hours of 6:00 am and 10:00 pm shall have all time rounded up to the nearest ten (10) minutes. If, however, telephone calls are received between the hours of 10:00 pm and 6:00 am, employees shall have all time worked rounded up to the nearest thirty (30) minutes.

10.4 MINIMUM CALL-BACK COMPENSATION:

Employees called into work for hours not contiguous to their regular work schedule shall receive a minimum of two (2) hours compensation for each call in.

10.5 COMPENSATORY TIME OFF:

County departments wishing to order the use of Accrued Compensatory Time Off shall:

10.5.1 Order the use in writing.

10.5.2 Give the employee thirty (30) calendar days to use the amount of time required to be taken off in accordance with normal approval processes.

10.5.3 The department shall order specific days off only if the employee does not schedule time off pursuant to 10.5.2 above.

**ARTICLE 11.
TRAVEL AND TRAINING**

Compensation for travel time and County ordered training or any other job activity shall be carried out in accordance with the County Travel Policy.

Effective immediately, employees required to travel overnight on County business shall receive the per diem rate provided annually by the U.S. General Services Administration (GSA).

For travel of more than 100 miles, the County may, taking into account starting and finishing times, etc. authorize, on a case by case basis, overnight stays for one (1) day seminars.

**ARTICLE 12.
VEHICLE MAINTENANCE**

- 12.1 The County will adequately service and maintain vehicles utilized by County employees. Employees with a good faith doubt about the safety of a vehicle, which they are required to operate, shall have the right to ask first, department management, and secondarily, the Administrative Officer, to review the condition of the vehicle. If the issue is still unresolved, the matter shall revert to the formal grievance procedure.

**ARTICLE 13.
MILEAGE/INSURANCE DEDUCTIBLE REIMBURSEMENT**

The County's mileage reimbursement rate shall be equal to that allowable under IRS regulations. Thereafter, the rate shall be maintained at whatever amount is provided for by the IRS.

The deductible amount covered by the employee's insurance which becomes an actual expense to the employee because of an accident while on County business, shall be reimbursed by the

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County. Necessary tolls and parking fees are also reimbursable. Claims for deductible reimbursements shall be documented. All reimbursements are subject to written verification that the accident occurred while the employee was conducting County business and was not the result of gross negligence on the part of the employee.

**ARTICLE 14.
LEAVES**

14.1 SICK LEAVE

For employees hired on or after October 1, 2014, sick leave is forfeited upon resignation or termination, except that if the employee is retiring under the PERS, the employee can cash out 25% of their sick leave. This 25% cap will only apply in the event that all other management, executive, safety and non-represented bargaining units agree to an equal reduction from 50% to 25%.

Employees hired before October 1, 2014 will maintain the option to cash-out 50% of sick leave at retirement, in accordance with the County Personnel Policies and Procedures. All other sick leave shall be as provided for in the County Personnel Policies and Procedures and shall remain unchanged for the term of this agreement.

14.2 HOLIDAYS

The following holidays are recognized as County holidays for pay purposes and all regular and probationary employees have these days off, except as otherwise provided:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. The Day After Thanksgiving
10. Christmas Day
11. Three Floating Holidays

Floating holidays are to be taken or lost by the end of each calendar year, at the employees' discretion, subject to the staffing needs of the department.

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14.2.1 Holiday Closure

Employee shall be paid for the closure days of December 28, 29, 30, 31st for a total of 4 days in addition to the paid holidays of Christmas and New Year's Day. There shall be no change in admin time use for Christmas Eve.

The County will provide employees in this unit with four (4) paid closure days in 2016 for employees in this unit. The tentative closures dates are as follows: December 27, 28, 29, 30.

Essential departments that are unable to close during the above mentioned time period shall be given 4 floating days to use 2 weeks prior to December 24,th 2015 and 2016 or during the month of January 2016 or 2017, at the employees' discretion, upon supervisory approval. No employee shall lose the float days as a result of denying time off requests. There shall be no change in admin time use for Christmas Eve and New Year's Eve.

14.3 VACATION

Vacation credit for eligible employees is earned each month on a proportionate basis based on the percent of time or number of hours on pay status for that month at a rate determined by the length of qualifying service. Employees must be on pay status at least one-half of the working hours of a month to earn vacation credits for that month.

Accrual: Vacation credit will be earned by an eligible employee on pay status beginning the first of the month during which the required qualifying service is completed, at the following rates:

1. For full-time employees having the less than (4) completed years of qualifying service, 3.08 hours per pay period (80 hours per year).
2. For full-time employees having four (4) but less than ten (10) completed years of qualifying service, 4.62 hours per pay period (120 hours per year) .
3. For full-time employees having ten (10) but less than fifteen (15) completed years of service, 5.85 hours per pay period (152 hours per year).
4. For full-time employees having more than fifteen (15) completed years of qualifying service,
6.46 hours per pay period (168 hours per year).

For the 2016 calendar year only, employees may cash-out up to 25 hours of vacation leave in the first full pay period following January 1, 2016 and an additional 25 hours of vacation leave in the first full pay period following July 1, 2016, for a total of no more than 50 hours for the calendar year 2016. If employees do not have up to 25 hours available at the time the cash-out is allowed, employees may cash-out available compensatory time or sick leave up to a total of 25 hours inclusive with vacation cash-out. This cash-out provision will expire following the first full pay period of July 1, 2016.

14.4 BEREAVEMENT LEAVE

Individuals attending to a death in the immediate family shall be allowed up to five (5) days of

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bereavement leave. An immediate family member is defined as a spouse, registered domestic partner, mother, father, grandmother, grandfather, daughter, son, granddaughter, grandson, sister, or brother and step-relatives and in-laws of the same categories. Bereavement leave is in addition to an employee's accrued sick leave and vacation leave.

Department Heads have discretion to allow more than five (5) days when exceptional circumstances warrant additional leave. If approved, employees must use other accrued leave or take the additional days unpaid.

14.5 MATERNITY LEAVE

The County will follow all applicable state and federal laws regarding maternity and paternity leave, including leave for eligible employees provided under Pregnancy Disability Leave (PDL), Family Medical Leave (FMLA) and baby bonding leave under California Family Rights Act (CFRA). While these leaves are generally unpaid, employees must use leave accruals during FMLA and PDL leave except that employees have the option of retaining ten (10) days of paid leave prior to being granted a leave of absence without pay.

<p style="text-align: center;">ARTICLE 15. GRIEVANCE PROCEDURE</p>

15.1 GRIEVANCE DEFINED

For purposes of this grievance procedure, a grievance is defined as any dispute between the County of San Benito (hereinafter "County") and employee or the Union regarding the interpretation or application of the Memorandum of Understanding (MOU), Supplemental MOUs, the County Personnel Policies and Procedures Handbook, provisions of the County Personnel Ordinance and State and Federal law.

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

When grieving the interpretation of the MOU, grievant shall identify the applicable section. Grievances related to compensation (except for discipline related compensation) shall begin at Step III with the Personnel Officer. All time may be extended by mutual agreement.

A copy of the approved grievance form is attached (Appendix C).

15.2 STEP I: APPEAL TO IMMEDIATE SUPERVISOR

15.2.1 An employee may present the grievance orally either directly or through his/her Union representative to the employee's immediate supervisor within ten (10) working days following the event or events on which the grievance is based. The immediate supervisor shall make whatever investigation necessary to obtain the facts pertaining to the grievance. Within five (5) working days after receiving the oral grievance, the immediate supervisor shall give the employee a reply.

15.2.2 If the employee is not satisfied with the reply of his/her immediate supervisor, the employee may appeal the grievance to Step II.

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15.3 STEP II: APPEAL TO DEPARTMENT HEAD

- 15.3.1 If the employee desires to appeal the grievance to Step II, the grievance shall be reduced to writing, on forms provided, and presented to the Department Head or his/her designee within five (5) working days following the receipt of the immediate supervisor's oral reply.
- 15.3.2 The written grievance shall contain a complete statement of the grievance, and alleged facts upon which the grievance is based, the reasons for the appeal, the remedy requested, and the specific rules, regulations or statute claimed to have been violated, if any. The grievance shall be signed and dated by the employee.
- 15.3.3 The Department Head or his/her designee may arrange, or the Union may request, a meeting between the Department Head or his/her designee, the employee, and the appropriate Union representative and attempt to resolve the grievance informally. In any event, the Department Head or his/her designee shall give a written decision to the employee within ten (10) working days following receipt of the written appeal to Step II.
- 15.3.4 If the employee is not satisfied with the decision he/she may appeal the grievance to Step III.

15.4 STEP III: APPEAL TO PERSONNEL OFFICER

- 15.4.1 If the employee desires to appeal the grievance to Step III, the employee shall complete the appropriate appeal section of the grievance form, sign the appeal, and present the grievance to the Personnel Officer within five (5) working days following receipt of the written decision at Step II. For purposes of this procedure the Personnel Officer shall be the County Administrative Officer, or his/her designee.
- 15.4.2 If the employee or the Union has a reasonable basis to believe that pursuing a grievance through Step II would be futile, the employee or the appropriate Union representative may file a written grievance directly with the Personnel Officer.
- 15.4.3 Within ten (10) working days after receipt of the grievance or appeal to Step III, the Personnel Officer shall hold a meeting with the employee, the appropriate Union representative and/or the appropriate supervisor to discuss the matter to hopefully reach an early resolution of the dispute. In any event, a written decision shall be given the employee or the appropriate Union representative within five (5) working days following the meeting.
- 15.4.4 If the Union is not satisfied with the decision of the Personnel Officer, the appropriate representative of the Union may appeal the grievance to Step IV - Arbitration.

15.5 STEP IV: ARBITRATION

- 15.5.1 If the grievance has been properly processed through the previous steps of the procedure and not resolved, the appropriate Union representative may appeal the grievance to arbitration. The Union representative shall notify the Personnel Officer, in

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writing, within thirty (30) calendar days following receipt by the employee of the written answer at Step III.

- 15.5.2 Within fourteen (14) calendar days following the receipt of the notice of appeal to Step IV, a meeting shall be arranged by the Personnel Officer with the appropriate Union representative to prepare a joint statement of the issue, or issues, to be presented to the arbitrator. If the parties are unable to agree upon the issue, or issues, each party will prepare its statement of the issue, or issues, and jointly submit the separate statement of issue, or issues, to the arbitrator for determination.
- 15.5.3 The parties may mutually agree upon the selection of the arbitrator or shall jointly request the California State Mediation and Conciliation Service to provide a list of seven (7) persons qualified to act as arbitrators.
- 15.5.4 Absent the parties reaching a stipulation as to an arbitrator, within five (5) working days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternatively strike one (1) name from the list until only one (1) name remains, and that person shall be the arbitrator.
- 15.5.5 The arbitrator shall hold a hearing on the issue, or issues, submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue, or issues, and render a written opinion and reasons for the opinion as soon after the hearing as possible. The conduct of the arbitration proceedings shall be governed by California Code of Civil Procedure Section 1280 et seq. Except as provided in the paragraph 15.5.7 below, the arbitrator's opinion shall be final and binding on both parties, and shall be limited to the issue, or issues, involved. In any grievance arbitration, the parties to the grievance may be represented by an attorney at the arbitration hearing unless otherwise mutually agreed. Either party may elect to have representation by legal counsel for those arbitration hearings where there is the potential for contempt as set forth under the Stipulated Order and Judgment.
- 15.5.6 In the event the opinion contains a monetary award which exceeds One Thousand Dollars (\$1000.00), the opinion shall be advisory only to the County Board of Supervisors. The Board of Supervisors may, within fourteen (14) calendar days of receipt of the award, elect to review the award and issue a decision adopting or rejecting or modifying the award. The Board's review under this paragraph shall be pursuant to the procedures set forth under Government Code Section 11517 et seq. If the Board does not elect to review the opinion within the fourteen (14) calendar days, the opinion shall be deemed final and binding on the parties. A final decision under this provision shall be reviewable under Code of Civil Procedure Section 1094.5.
- 15.5.7 The opinion shall be sent to the Personnel Officer and to the employee or appropriate representative of the Union.
- 15.5.8 The parties agree each party shall pay for the time and expenses of its representatives and witnesses and shall contribute equally to the fee and expenses of the arbitrator and arbitration hearing.

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- 15.5.9 Witnesses who are employees and on duty at the time of a scheduled appearance before the arbitrator shall be released from duty without loss of compensation for the time required to testify. No overtime payments shall be made because of scheduled appearances.
- 15.5.10 Individual grievants shall be released from duty without loss of pay for the time of the arbitration hearing. One spokesperson shall be permitted to be present without loss of compensation for grievances filed by the Union.
- 15.5.11 The parties agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with. Failure to comply with the time limits set forth in Section 15.4 herein, will authorize the arbitrator to order either a default judgment against the County or a dismissal with prejudice against the Union. Time limits may be extended only by written mutual agreement of the parties.

15.6 DISCIPLINARY GRIEVANCES – (APPEALS OF DISCIPLINARY ACTION)

- 15.6.1 Employee appeals of disciplinary actions shall be governed by applicable County Personnel Policies and Procedures Handbook and State law. During the term of this procedure, an employee challenging discipline shall have the option of choosing between the arbitration provisions of this grievance procedure, or appeal to the County Board of Supervisors. Any employee who wishes to preserve the right of appeal to the Board must comply with the time requirements for filing such appeal as specified in the County Personnel Policies and Procedures Handbook. For employees who elect to appeal through this grievance procedure, the provisions of this grievance procedure, beginning at Step IV, shall apply.
- 15.6.2 At the Personnel Officer's request, the employee shall confirm his/her election of remedies in writing to the County.

15.7 GENERAL PROVISIONS OF GRIEVANCE PROCEDURES

- 15.7.1 The Union agrees that it will not initiate or pursue any other avenue of redress on any matter properly within the scope of representation, except where the law does not require the exhaustion of administrative remedies, until the provisions of this grievance procedure, including arbitration, have been utilized and completed.
- 15.7.2 Working days as used in this Article shall be defined as the regularly scheduled working days of the employee, or the authorized representative of the Union, filing or appealing the grievance and the regularly scheduled working days of the appropriate representative of the County responsible for replying to the grievance.
- 15.7.3 If a party petitions to compel arbitration, vacate or confirm an arbitration award, then the prevailing party in such litigation shall be entitled to reasonable attorneys' fees. This provision contemplates the prevailing party being either the petitioner or respondent in such litigation, including those situations in which the County is represented by the County Counsel's office.

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The parties hereby agree that an arbitrator's award issued pursuant to this grievance procedure shall be considered a judgment as if the award is confirmed pursuant to Section 1285 et seq. of the Code of Civil Procedure.

**ARTICLE 16.
LIGHT DUTY**

When, due to job related injury or illness, an employee is unable to perform his/her normal duties, the employee may work in a light/limited duty capacity if the department determines such work is available. Employees may work light/limited duty only upon the authorization of the employees attending physician or a properly appointed County physician, and only to the extent that the employees illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees. If light/limited duty is available and the employee is cleared by an attending physician to perform such work, he/she shall be required to accept light/limited duty. The shift worked by the employee shall be determined in accordance with the best interest of the department.

**ARTICLE 17.
SUB-CONTRACTING**

Not less than thirty (30) days prior to any final decision on sub-contracting or assignment of volunteers to do unit work, the County will notify the Union of its intent to sub-contract. Upon request, the County will meet with the Union to explain the reasons that sub-contracting is being considered, and to discuss the impact of the sub-contracting on unit members. Nothing herein should be construed to restrict the County's right to sub-contract out unit work after meeting and conferring with the Union on the impact of the sub-contracting.

**ARTICLE 18.
UNIFORMS - SHERIFF'S DEPARTMENT PERSONNEL**

Newly hired employees in the Sheriff's Department, required to wear uniforms, will have the uniform provided by the County. The uniform allowance shall be sixty-six dollars monthly for eligible employees. Uniform items to be provided are:

- 1) 2 pairs of pants (Poly-Wool)
- 2) 2 long-sleeve shirts
- 3) 2 short-sleeve shirts
- 4) 1 tie
- 5) 1 pants belt with brass colored buckle
- 6) 1 name badge
- 7) 1 jacket

**ARTICLE 19.
GROOMING STANDARDS**

The County and Union acknowledge that the grooming standards as contained in the Department Manual remain in effect.

**ARTICLE 20.
PAYDAYS**

- 20.1 The County shall provide for distribution of employee paychecks on a biweekly schedule. An annual payroll schedule will be made available to employees by the Auditor's Office.
- 20.2 The County will continue to make available direct deposit with all banks that are willing to participate.

**ARTICLE 21.
FLEXIBLE WORK HOURS**

Upon the recommendation of the Department Head and the approval of the Board of Supervisors, flexible work hour programs may be implemented for various groups of county employees (for example, 4/10 work schedules). Such flexible work hour programs will be implemented only upon approval of the Department Head and Board and following any required meet and confer between the County and Union.

Employees can submit a request to a department head for a flex hour schedule in their department. The proposal should meet the operational needs and efficiency in running the department. The Department Head will give final approval to the flex hour schedule. If the request is denied, the Department Head shall give a written explanation as to why the proposal does not meet the operational needs and efficiency in running the Department. Denial of the request may be appealed to the CAO but will not be subject to the binding arbitration procedures in the MOU.

**ARTICLE 22.
RETIREMENT**

22.1 "Classic" Employees

For employees hired prior to January 1, 2013, or were members of CalPERS or a retirement system that has reciprocity with CalPERS, the County shall continue to provide the 2% at 55 PERS retirement program for Miscellaneous Employees. These miscellaneous employees shall contribute 7% towards the employee CalPERS contribution.

22.2 "New" Employees

For employees hired on or after January 1, 2013, and prior to that date were not members of CalPERS or a retirement system that has reciprocity with CalPERS, the County shall provide the retirement program in conformance with the requirements of California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § 7522 et seq., as may be amended. As of FY 2013/2014, Miscellaneous Employees will receive the 2% at 62 retirement benefit. These miscellaneous employees will contribute 50% of the normal cost of the benefit which is 6.5% towards the employee CalPERS contribution for 2015. This amount may change during the term of this agreement, only if the CalPERS increases the employee contribution for "new members" as defined by PEPRA during the term of this agreement.

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22.3 Pre-Tax Employee Contributions

The County shall maintain in effect the IRS 414-H2 Provision which allows the County to provide employees with a tax deferral of the employee-paid PERS contributions.

**ARTICLE 23.
ADVANCED NOTICE**

Whenever the County changes county wide personnel policies regarding matters within the scope of representation, the Union will be given written notice at least thirty (30) calendar days, absent emergency, before the effective date of changes regarding wages, hours and other terms and conditions of employment. Upon notice, the Union has ten (10) calendar days to request a meet and confer with the County before the change becomes effective on the proposed date. If the Union provides this notice, the parties must meet within 20 calendar days of the notice and parties commit not to delay the process.

**ARTICLE 24.
REST PERIODS**

- 1) One (1) duty-free rest period of not more than fifteen (15) minutes shall be normally granted during each four (4) hours of continuous work. A part-time employee shall normally be granted one fifteen (15) minute rest period for each work period of four (4) hours or more.
- 2) The department head shall establish reasonable rules governing the taking of such relief or rest periods. Rest periods will be taken away from the immediate work area when the employee works in a public contact office, and where the department head can reasonably provide such separate area.
- 3) Rest periods shall not be taken at the beginning or end of a work period, combined with a meal period or accumulated for use at a later time.
- 4) A rest period shall count as fifteen (15) minutes of time worked for calculation of pay.

It is the responsibility of each employee to take this rest period. Employees should report to the supervisor if, for any reason, an employee believes that they are unable to take a rest period.

**ARTICLE 25.
HIRING PROCEDURES/PROMOTIONS**

The County shall provide to all departments existing policies/procedures on the posting of vacancies and promotional opportunities.

**ARTICLE 26.
SERVICE CREDIT PART-TIME EMPLOYEES**

In accordance with existing rules, permanent part-time employees shall receive pro-rated service time credit for County seniority purposes.

**ARTICLE 27.
TUITION REIMBURSEMENT**

The County has developed a tuition reimbursement program for Unit employees. The program includes:

- 27.1 Maximum reimbursement of up to Seven Hundred Fifty Dollars (\$750.00) per eligible employee per fiscal year.
- 27.2 Reimbursement for job related, pre-approved courses from accredited educational institutions.
- 27.3 Reimbursement upon successful course completion.

The Administrative Policy outlining the details of the program is available in the Administrative Offices.

**ARTICLE 28.
PEACEFUL PERFORMANCE**

The Union agrees that during the term of this Memorandum of Understanding neither it nor the employees it represents will engage in, encourage, sanction, support, any job or other actions which would involve suspension of or interference with normal work of the department or other County departments.

In the event of any job actions as described above, the Union will immediately notify involved employees that the action(s) is in violation of this section, and direct them to cease the action(s).

**ARTICLE 29.
FULL UNDERSTANDING, MODIFICATION & WAIVER**

This Memorandum of Understanding 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.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the term or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County Board of Supervisors and San Benito County Employees Association. The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

10/1/15 – 9/30/17 MOU BETWEEN SAN BENITO COUNTY
AND SEIU LOCAL 521 / SAN BENITO COUNTY EMPLOYEES

**ARTICLE 30.
SAVINGS PROVISION**

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law or an agency of the State, but all other provisions will continue in full force and effect.


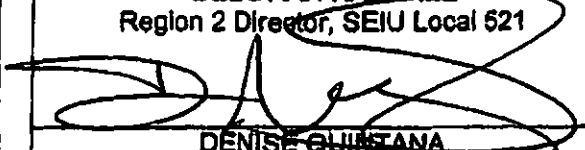
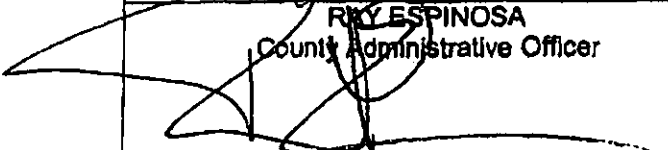
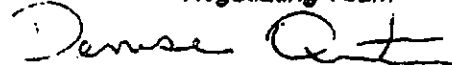
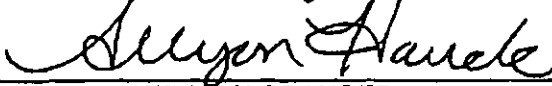



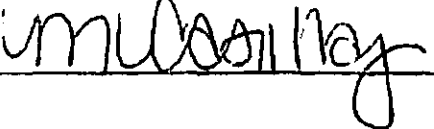
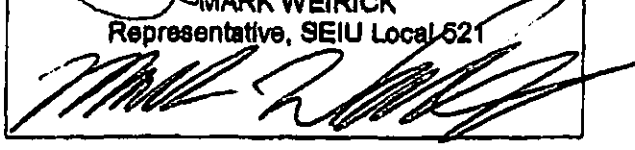
**ARTICLE 31.
TERM OF MOU**

This Memorandum of Understanding represents the entire Agreement between the County and San Benito County Employees Association/SEIU Local 521 on subjects contained herein and shall become in full force and effect, unless otherwise noted, on October 1, 2015, and shall continue in full force and effect until midnight September 30, 2017, and will thereafter continue in effect until the parties reach agreement on a successor Agreement or the Board of Supervisors takes action to modify the benefits provided hereunder. The Union shall present the County with its requests for negotiations on the items within the scope of representation no later than July 1, 2017. The County and Union shall begin the meet and confer process no later than July 15, 2017.

10/1/15 - 9/30/17 MOU BETWEEN SAN BENITO COUNTY
AND SEIU LOCAL 521 / SAN BENITO COUNTY EMPLOYEES

IN WITNESS WHEREOF,

the parties hereto have caused this Memorandum of Understanding to be executed by affixing their signatures below.

COUNTY OF SAN BENITO MARGIE BARRIOS Chair, Board of Supervisors 	SEIU LOCAL 521 DEBORAH NARVAEZ Region 2 Director, SEIU Local 521 
 RUY ESPINOSA County Administrative Officer	 DENISE QUINTANA San Benito Chapter, SEIU Local 521 Negotiating Team
ALLYSON HAUCK Chief Labor Negotiator 	SUZY CASTON San Benito Chapter, SEIU Local 521 Negotiating Team 
MATTHEW GRANGER County Counsel 	JOAN MIRANDA San Benito Chapter, SEIU Local 521 Negotiating Team 
MELINDA CASILLAS Management Analyst 	MARK WEIRICK Representative, SEIU Local 521 

Appendix A
County of San Benito-SEIU

Classification Titles
Salary Ranges

Effective 10/1/15

Job Class	Step A	Step B	Step C	Step D	Step E	Step F	Step G*
Account Clerk I	13.2058	13.8635	14.5558	15.2885	16.6442	16.8519	17.6943
Account Clerk II	14.5558	15.2885	16.0442	16.8519	17.7000	18.5827	19.5115
Account Clerk III	16.0442	16.8519	17.7000	18.5827	19.5058	20.4865	21.5135
Account Clerk Supervisor	19.9962	20.9942	22.0442	23.1462	24.3058	25.5231	26.7981
Accountant I	20.1923	21.2019	22.2635	23.3769	24.5481	25.7769	27.0635
Accountant II	23.3769	24.5481	25.7769	27.0692	28.4250	29.8442	31.3385
Accounting Appraiser Technician	18.2192	19.1365	20.0942	21.0981	22.1538	23.2615	24.4268
Accounting Technician	17.7000	18.5827	19.5058	20.4865	21.5135	22.5923	23.7231
Agricultural Aide	13.7942	14.4865	15.2135	15.9635	16.7712	17.6135	18.4962
Agricultural Bio-Inspector I	17.6135	18.4904	19.4135	20.3885	21.4096	22.4827	23.6077
Agricultural Bio-Inspector II	20.3885	21.4096	22.4827	23.6077	24.7904	26.0308	27.3346
Agricultural Bio-Inspector III	22.4827	23.6077	24.7904	26.0308	27.3346	28.7019	30.1385
Agricultural Bio-Inspector Sr.	25.1538	26.4115	27.7327	29.1231	30.5827	32.1115	33.7154
Agricultural Comm. Sealer of W&M	47.7058	50.1000	52.6096	55.2462	58.0154	60.9173	66.7712
Agricultural Technician	16.7712	17.6135	18.4904	19.4135	20.3885	21.4096	22.4827
Appraiser I	19.3212	20.2904	21.3058	22.3731	23.4923	24.6692	25.9038
Appraiser II	22.3731	23.4923	24.6692	25.9038	27.2019	28.5635	29.9942
Appraiser III	25.9038	27.2019	28.5635	29.9885	31.4885	33.0692	34.7250
Architectural Engineer	30.5827	30.8827	32.4231	34.0500	35.7519	37.5462	40.9962
Assessment Clerk I	13.2058	13.8635	14.5558	15.2885	16.0442	16.8519	17.6943
Assessment Clerk II	14.5558	15.2885	16.0442	16.8519	17.7000	18.5827	19.5115
Assessment Clerk III	16.0442	16.8519	17.7000	18.5827	19.5058	20.4865	21.5139
Auditor-Accountant I	25.0327	26.2846	27.6000	28.9788	30.4327	31.9558	33.5538
Auditor-Accountant II	28.9788	30.4327	31.9558	33.5538	35.2327	36.9981	38.8500
Auditor-Appraiser I	20.1923	21.2019	22.2635	23.3769	24.5481	25.7769	27.0635
Auditor-Appraiser II	23.3769	24.5481	25.7769	27.0692	28.4250	29.8442	31.3385
Auditor-Appraiser III	27.0692	28.4250	29.8442	31.3327	32.9077	34.5519	36.2769
Building Inspector I	20.7865	21.8250	22.9212	24.0692	25.2750	26.5385	27.8654
Building Inspector II	22.9212	24.0692	25.2750	26.5385	27.8712	29.2673	30.7327
Building Inspector III	25.2750	26.5385	27.8712	29.2673	30.7327	32.2673	33.8827
Buildings & Grounds Maint Wkr I	16.0442	16.8519	17.7000	18.5827	19.5058	20.4865	21.5135
Buildings & Grounds Maint Wkr II	17.7000	18.5827	19.5058	20.4865	21.5135	22.5923	23.7231
Cal Works Supervisor	24.9115	26.1577	27.4673	28.8404	30.2827	31.8000	33.3923
Child Sup Acctg Sp	20.4865	21.5135	22.5923	23.7231	24.9115	26.1577	27.4675
Child Sup Atty I	27.6000	28.9788	30.4327	31.9558	33.5538	35.2327	36.9923
Child Sup Atty II	31.9558	33.5538	35.2327	36.9981	38.8558	40.7942	42.8365
Child Sup Atty III	36.9981	38.8558	40.7942	42.8423	44.9885	47.2442	49.6038
Child Sup Compliance Officer	19.9962	20.9942	22.0442	23.1462	24.3058	25.5231	26.7981
Child Sup Sp Prgrm Coordinator	19.9962	20.9942	22.0442	23.1462	24.3058	25.5231	26.7981
Child Sup Specialist I	16.4481	17.2673	18.1327	19.0442	19.9962	20.9942	22.0442
Child Sup Specialist II	18.1327	19.0442	19.9962	20.9942	22.0442	23.1462	24.3058
Child Sup Specialist III	19.9962	20.9942	22.0442	23.1462	24.3058	25.5231	26.7981
Child Sup Supervisor	23.1462	24.3058	25.5231	26.8038	28.1481	29.5558	31.0327
Civil Clerk	16.0442	16.8519	17.7000	18.5827	19.5058	20.4865	21.5135
Code Enforcement Officer I	20.7865	21.8250	22.9212	24.0692	25.2750	26.5385	27.8654
Code Enforcement Officer II	22.9212	24.0692	25.2750	26.5885	27.8712	29.2673	30.7327

Effective 9/25/16, the salaries listed above will be increased by 2% across the board.

* eligible for G Step if hired prior to 10/1/14

Appendix A
County of San Benito-SEIU

Classification Titles
Salary Ranges

Effective 10/1/15

Job Class	Step A	Step B	Step C	Step D	Step E	Step F	Step G*
Code Enforcement Officer III	25.2750	26.5385	27.8712	29.2673	30.7327	32.2673	33.8827
Comm Health Nurse I	23.3769	24.5481	25.7769	27.0692	28.4250	29.8442	31.3385
Comm Health Nurse II	25.6500	26.9365	28.2865	29.7000	31.1827	32.7462	33.8827
Comm Health Nurse III	28.2865	29.7000	31.1827	32.7462	34.3846	36.1038	37.9069
Comm Health Nurse IV	29.7000	31.1827	32.7462	34.3846	36.1038	37.9154	39.8135
Computer Mapping Sp I	17.4404	18.3058	19.2288	20.1923	21.2019	22.2635	23.3769
Computer Mapping Sp II	20.1923	21.2019	22.2635	23.3769	24.5481	25.7769	27.0635
Computer Mapping Sp III	23.3769	24.5481	25.7769	27.0692	28.4250	29.8442	31.3385
Corrections Technician	16.4481	17.2673	18.1327	19.0442	19.9962	20.9942	22.0442
County Service Area Coordinator	29.2673	30.7327	32.2673	33.8827	35.5788	37.3615	39.2308
Custodian	13.9327	14.6250	15.3635	16.1250	16.9327	17.7865	18.6750
Deputy County Clerk- Rec E I I	13.2058	13.8635	14.5558	15.2885	16.0442	16.8519	17.6943
Deputy County Clerk-Rec E I II	14.5558	15.2885	16.0442	16.8519	17.7000	18.5827	19.5115
Deputy County Clerk-Rec E I III	16.0442	16.8519	17.7000	18.5827	19.5058	20.4865	21.5135
Deputy Tax Collector I	13.2058	13.8635	14.5558	15.2885	16.0442	16.8519	17.6943
Deputy Tax Collector R	14.5558	15.2885	16.0442	16.8519	17.7000	18.5827	19.5115
Deputy Tax Collector III	16.0442	16.8519	17.7000	18.5827	19.5058	20.4865	21.5135
Deputy Treasurer Public Admn III	16.0442	16.8519	17.7000	18.5827	19.5058	20.4865	21.5135
Deputy Treasurer-Public Adm I	13.2058	13.8635	14.5558	15.2885	16.0442	16.8519	17.6943
Deputy Treasurer-Public Adm II	14.5558	15.2885	16.0442	16.8519	17.7000	18.5827	19.5115
Senior Deputy County Clerk-Rec.-Elect.	19.5058	20.4865	21.5135	22.5923	23.7231	24.9115	26.1577
Eligibility Supervisor I	20.4865	21.5135	22.5923	23.7231	24.9115	26.1577	27.4675
Eligibility Worker I	14.5558	15.2885	16.0443	16.8519	17.7000	18.5827	19.5115
Eligibility Worker II	16.0442	16.8519	17.7000	18.5827	19.5058	20.4865	21.5135
Eligibility Worker III	17.7000	18.5827	19.5058	20.4865	21.5135	22.5923	23.7231
Emergency Services Specialist	26.0308	27.3346	28.7019	30.1327	31.6442	33.2308	34.8923
Employment & Training S C I	16.8519	17.7000	18.5827	19.5058	20.4865	21.5135	22.5665
Employment & Training S C II	18.5827	19.5058	20.4865	21.5235	22.5923	23.7231	25.9033
Employment & Training S C III	20.4865	21.5135	22.5923	23.7231	24.9115	26.1577	27.4673
Employment & Training Supv	24.9115	26.1577	27.4673	28.8404	30.2827	31.8000	33.3923
Employment & Training Worker I	16.8519	17.7000	18.5827	19.9053	20.4865	21.5135	22.5865
Employment & Training Worker II	18.5827	19.5058	20.4865	21.5135	22.5923	23.7231	25.9038
Employment & Training Worker III	20.4865	21.5135	22.5923	23.7251	24.9115	26.1577	27.4653
Employment Services/Computer SP	20.4865	21.5135	22.5923	23.7231	24.9115	26.1577	27.4673
Engineer I	26.4115	27.7327	29.1231	30.5827	32.1115	33.7154	35.4000
Engineer II	30.5827	32.1115	33.7154	35.4058	37.1769	39.0462	40.9962
Engineering Technician	22.2635	23.3769	24.5481	25.7769	27.0692	28.4250	29.8442
Environmental Health Sp I	24.4269	25.6500	26.9365	28.2865	29.7000	31.1827	32.7404
Environmental Health Sp II	28.2865	29.7000	31.1827	32.7462	34.3846	36.1038	37.9096
Environmental Health Sp III	32.7462	34.3846	36.1038	37.9154	39.8135	41.8038	43.8923
Family Support Comp Inc Officer	19.9962	20.9942	22.0442	23.1462	24.3058	25.5231	26.7981
Food Service Assistant	14.5558	15.2885	16.0442	16.8519	17.7000	18.5827	19.5115
Food Service Supervisor	16.7712	17.6135	18.4904	19.4135	20.3885	21.4096	22.4827
Geographic Infor Systems Analyst	27.0692	28.4250	29.8442	31.3327	32.9077	34.5519	36.2769
Health Assistant	14.5558	15.2885	16.0442	16.8519	17.7000	18.5827	19.5115
Health Education Associate I	19.3212	20.2904	21.3058	22.3731	23.4923	24.6692	25.9038

Effective 9/25/16, the salaries listed above will be increased by 2% across the board.

* eligible for G Step if hired prior to 10/1/14

Appendix A
County of San Benito-SEIU

Classification Titles
Salary Ranges

Effective 10/1/15

Job Class	Step A	Step B	Step C	Step D	Step E	Step F	Step G*
Health Education Associate II	22.3731	23.4923	24.6692	25.9038	27.2019	28.5635	29.9942
Health Education Associate III	25.9000	27.2000	28.5600	29.9900	31.4900	33.0700	34.7250
Heavy Equipment Mechanic I	17.9596	18.8596	19.8000	20.7865	21.8250	22.9212	24.0692
Heavy Equipment Mechanic Asst	15.5135	16.2865	17.0942	17.9596	18.8596	19.8000	20.7923
Heavy Equipment Mechanic II	20.7865	21.8250	22.9212	24.0692	25.2750	26.5385	27.8654
Heavy Equipment Mechanic III	22.9212	24.0692	25.2750	26.5385	27.8712	29.2673	30.7327
Housing Program Coordinator	27.0692	28.4250	29.8442	31.3327	32.9077	34.5519	36.2769
Insect Detection Trapper	14.5558	15.2885	16.0442	16.8519	17.7000	18.5827	19.5115
Integrated Case Worker I	17.7000	18.5827	19.5058	20.4865	21.5135	22.5923	23.7231
Integrated Case Worker II	19.5058	20.4865	21.5135	22.5922	23.7231	24.9115	26.1557
Integrated Case Worker III	21.5135	22.5923	23.7231	24.9115	26.1557	27.4673	28.8404
Investigative Assistant	16.8519	17.0000	18.5827	19.5058	20.4865	21.5135	22.5865
Legal Clerk I	13.2058	13.8635	14.5558	15.2885	16.0444	16.8519	17.6943
Legal Clerk II	14.5558	15.2885	16.0442	16.8519	17.7000	18.5827	19.5115
Legal Secretary I	16.0442	16.8519	17.7000	18.5827	19.5058	20.4865	21.5135
Legal Secretary II	17.7000	18.5827	19.5058	20.4865	21.5135	22.5923	23.7231
Librarian I	20.1923	21.2019	22.2635	23.3769	24.5481	25.7769	27.0635
Librarian II	22.2635	23.3769	24.5481	25.7769	27.0692	28.4250	29.8442
Library Assistant I	13.9327	14.6250	15.3635	16.1250	16.9327	17.7865	18.6750
Library Assistant II	15.2885	16.0442	16.8519	17.7000	18.5827	19.5058	20.4808
Library Technician	17.7000	18.5827	19.5151	20.4865	21.5135	22.5923	23.7231
Mental Health Case Manager	19.3212	20.2904	21.3058	22.3731	23.4923	24.6692	25.9038
Mental Health Case Manager II	21.2019	22.2635	23.3769	24.5481	25.7769	27.0692	28.4250
Mental Health Case Manager Sup	23.3769	24.5481	25.7769	27.0692	28.4250	29.8442	31.3385
Mental Health Clinician I	28.2865	29.7000	31.1827	32.7462	34.3846	36.1038	37.9096
Mental Health Clinician II	29.7000	31.1827	32.7462	34.3846	36.1038	37.9154	39.8135
Mental Health Nurse I	25.6500	26.9365	28.2865	29.7000	31.1827	32.7462	34.3846
Mental Health Nurse II	28.2865	29.7000	31.1827	32.7462	34.3846	36.1038	37.9096
Multi Service Officer	22.8115	23.9538	25.1538	26.4115	27.7327	29.1231	30.5769
Occupational Therapist I	28.2865	29.7080	31.1827	32.7462	34.3846	36.1038	37.9096
Occupational Therapist II	31.6442	33.2308	34.8865	36.6404	38.4750	40.4019	42.4212
Office Assistant I	11.9769	12.5712	13.2058	13.8635	14.5558	15.2885	16.0558
Office Assistant II	13.2058	13.8635	14.5558	15.2885	16.0442	16.8519	17.6943
Office Assistant III	14.5558	15.2885	16.0442	16.8519	17.7000	18.5827	19.5115
Office Services Supervisor	17.7000	18.5827	19.5058	20.4865	21.5135	22.5923	23.7231
Paralegal	18.4904	19.4135	20.3885	21.4096	22.4827	23.6077	24.7904
Parks & Grounds Worker I	13.8635	14.5558	15.2885	16.0442	16.8519	17.7000	18.5827
Parks & Grounds Worker II	15.2885	16.0442	16.8519	17.7000	18.5827	19.5058	20.4808
Physical Therapist I	28.2865	29.7000	31.1827	32.7462	34.3846	36.1038	37.9096
Physical Therapist II	31.6442	33.2308	34.8865	36.6404	38.4750	40.4019	42.4212
Planner-Assistant	23.3769	24.5481	25.7769	27.0692	28.4250	29.8442	31.3385
Planner-Associate	27.0692	28.4250	29.8442	31.3327	32.9077	34.5519	36.2769
Planner-Senior	31.3327	32.9077	34.5519	36.2827	38.1000	40.0096	42.0115
Planning Technician	17.9596	18.8596	19.8000	20.7865	21.8250	22.9212	24.0692
Probation Aide	16.4481	17.2673	18.1327	19.0442	19.9962	20.9942	22.0442
Property Title & ID Technician	16.4481	17.2673	18.1327	19.0442	19.9962	20.9942	22.0442

Effective 9/25/16, the salaries listed above will be increased by 2% across the board.

* eligible for G Step if hired prior to 10/1/14

Appendix A
County of San Benito-SEIU

Classification Titles
Salary Ranges

Effective 10/1/15

Job Class	Step A	Step B	Step C	Step D	Step E	Step F	Step G*
PropertyTax Specialist	19.5058	20.4865	21.5135	22.5923	23.7231	24.9115	26.1557
Public Authority Emplymnt Cord	19.3212	20.2904	21.3058	22.3731	23.4923	24.6692	25.9038
Public Health Nurse I	25.6500	26.9365	28.2865	29.7000	31.1827	32.7462	34.3846
Public Health Nurse II	28.2865	29.7000	31.1827	32.7462	34.3846	36.1038	37.9096
Public Health Nurse III	29.7000	31.1827	32.7462	34.3846	36.1038	37.9154	39.8135
Public Health Nurse IV	31.6442	33.2308	34.8865	36.6404	38.4750	40.4019	42.4212
Recycling & Resource Recvry Cord	27.0692	28.4250	29.8442	31.3327	32.8077	34.5519	36.2769
Road Maintenance Supervisor	21.8250	22.9212	24.0692	25.2750	26.5385	27.8712	29.2673
Road Maintenance Worker I	14.7635	15.5135	16.2865	17.0942	17.9596	18.8596	19.8000
Road Maintenance Worker II	16.2865	17.0942	17.9596	18.8586	19.8000	20.7865	21.8250
Road Maintenance Worker III	17.9596	18.8596	19.8000	20.7900	21.8250	22.9212	24.0692
Screener	14.5559	15.2885	16.0442	16.8510	17.7000	18.5827	19.5115
Secretary I	16.0442	16.8519	17.7000	18.5827	19.5058	20.4865	21.5135
Secretary II	17.7000	18.5827	19.5058	20.4865	21.5135	22.5923	23.7231
Services Support Assistant I	16.0442	16.8519	17.7000	18.5827	19.5058	20.4865	21.5135
Services Support Assistant II	17.7000	18.5827	19.5058	20.4865	21.5135	22.5923	23.7231
Sheriff's Technician	16.4481	17.2673	18.1327	19.0442	19.9962	20.9942	22.0442
Social Work Supervisor I	27.0692	28.4250	29.8442	31.3327	32.9077	34.5519	36.2769
Social Work Supervisor II	29.8442	31.3327	32.9077	34.5519	36.2827	38.1000	40.0038
Social Worker I	18.3981	19.3212	20.2904	21.3058	22.3731	23.4923	24.6692
Social Worker II	21.2019	22.2635	23.3769	24.5481	25.7769	27.0692	28.4250
Social Worker III	24.5481	25.7769	27.0692	28.4250	29.8442	31.3327	32.9019
Social Worker IV	25.7769	27.0692	28.4250	29.8442	31.3327	32.9077	34.5519
Staff Services Specialist	19.8980	20.8903	21.9346	23.0307	24.1846	25.3961	26.6653
Student Intern Temporary	-	-	-	21.2019	22.2635	23.3769	24.5481
Substance Abuse Counselor	21.2019	22.2635	23.3769	24.5481	25.7769	27.0692	28.4250
Substance Abuse Prgm. Therapist	28.2865	29.7000	31.1827	32.7462	34.3846	36.1038	37.9096
Supervising Appraiser	29.8442	31.3327	32.9077	34.5519	36.2827	38.1000	40.0038
Supervising Auditor-Appraiser	29.8442	31.3327	32.9077	34.5519	36.2827	38.1000	40.0038
Supervising Public Health Nurse	32.7462	34.3846	36.1038	37.9154	39.8135	41.8038	43.8923
Tax Collector's Office Manager	19.5058	20.4865	21.5135	22.5923	23.7231	24.9115	26.1577
Transportation Planner I	20.6827	21.7212	22.8115	23.9538	25.1538	26.4115	27.7322
Transportation Planner II	23.3769	24.5481	25.7769	27.0700	28.4300	29.8400	31.3389
Transportation Planner III	27.0692	28.4250	29.8442	31.3327	32.9077	34.5519	36.2769
Transportation Planning Tech.	19.3200	20.2900	21.3100	22.3700	23.4900	24.6700	25.9000
Treasurer's Office Manager	19.5058	20.4865	21.5135	22.5923	23.7231	24.9115	26.1577
Vector Control Technician I	17.6135	18.4904	19.4135	20.3885	21.4096	22.4827	23.6077
Vector Control Technician II	20.3885	21.4096	22.4827	23.6077	24.7904	26.0308	27.3346
Victim-Witness Advocate I	16.7712	17.6135	18.4904	19.4135	20.3885	21.4096	22.4827
Victim-Witness Advocate II	18.3981	19.3212	20.2904	21.3058	22.3731	23.4923	24.6692
Vocational Assistant	14.5558	15.2885	16.0442	16.8519	17.7000	18.5827	19.5115
Welfare Fraud Investigator I	21.2019	22.2635	23.3769	24.5481	25.7769	27.0692	28.4250
Welfare Fraud Investigator II	23.3769	24.5481	25.7769	27.0692	28.4250	29.8442	31.3385
Work Crew Spervisor	16.8519	17.7000	18.5827	19.5058	20.4865	21.5135	22.5865

Effective 9/25/16, the salaries listed above will be increased by 2% across the board.

* eligible for G Step if hired prior to 10/1/14

Appendix B County of San Benito-SEIU	Universal Salary Matrix	Effective 10/1/15
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Appendix B is no longer in use.

APPENDIX C



GRIEVANCE

CEO/Case# _____

DATE: _____

Discipline _____

Certified Mail: _____

Facsimile: _____

Grievant's Name: _____

Address: _____

Home Phone: _____ Work Phone: _____ Ext. _____

Employer (County, School District, City, etc): _____

Department: _____ Classification: _____

Dept. Head: _____ Immediate Supervisor: _____

Approximate Date Grievable Action Occurred: _____

1. STATEMENT OF GRIEVANCE: _____

2 WHO IS GRIEVANCE BROUGHT AGAINST?: _____

3. SECTION OF THE CONTRACT VIOLATED OR, WHEN APPLICABLE, MEMORANDUM, RULE, LAW, REGULATION, POLICY VIOLATED, IMPROPERLY INTERPRETED OR MISAPPLIED, OR ANY OTHER RULE, REGULATION, POLICY OR SECTION OF THE AGREEMENT APPLICABLE TO SAID ACT, INCLUDING BUT NOT LIMITED TO: _____

CORRECTIVE REMEDY: Make whole, including but not limited to: _____

INFORMAL ATTEMPT AT RESOLUTION: _____

GRIEVANT: _____ DATE: _____

STEWARD: _____ DATE: _____

WORKSITE ORGANIZER: Contract Enforcement DATE: _____

SECRETARY/ADMIN/OC: _____ DATE: _____

GRIEVANCE RESOLUTION: _____

_____ DATE: _____

10/1/15 – 9/30/17 MOU BETWEEN SAN BENITO COUNTY
AND SEIU LOCAL 521 / SAN BENITO COUNTY EMPLOYEES

A_PENDIX D

**Classifications Receiving Reimbursement for OSHA-approved
Footwear**

- Road Maintenance Worker (series)
- Work Crew Supervisor
- Building and Grounds Maintenance Worker (series)
- Engineer (series)
- Engineering Technician
- Heavy Equipment Mechanic (series)
- Building Inspector
- Code Enforcement Officer



SEIU LOCAL 521

Debbie Narvaez
Region 2 Director:
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Luisa Blue
SEIU Local 521
Chief Elected Officer
Luisa.blue@seiu521.org

Matt Nathanson
Region 2 Vice President
mattn@coho.org

Salinas Office
334 Monterey St
Salinas, CA 93901
P: (831) 784-2560
F: (831) 757-1863

Contract Enforcement
CED Office
P: (831) 784-2560
F: (831) 757-1863

San Jose Office
2302 Zanker Road
San Jose, CA 95131
P: (408) 678-3300
F: (408) 954-1538

For questions regarding your contract, filing a grievance or disciplinary matters
contact Christopher Cox Contract Enforcement Specialist Assistant at
(831) 824-9268 or by email at christopher.cox@seiu521.org

SEIU Local 521 Counties & REGIONAL OFFICES

