

## County Package Proposal Distributed at the Table September 5, 2024

*The County reserves the right to add to, delete, or amend in whole or in part these or any future proposals that it may make during these negotiations.*

### Economic Proposal

**Article 1:** MOU Introduction (see attached proposal for language)

3 Year Term: September 19, 2024 – September 18, 2027

**Article 7.1:** Pay (see attached proposal for language)

#### Cost of Living Increase

Effective the first pay period after ratification by the Union and Board of Supervisors approval, each step in the salary range for all employees shall be increased by 3%.

Effective the first full pay period in September 2025, each step in the salary range for all employees shall be increased by 2%.

Effective the first full pay period in September 2026, each step in the salary range for all employees shall be increased by 2%.

#### Equity Adjustments

Improvements to 25 Benchmark Classifications (Listed in 7.1.C, attached)

**Article 10.1:** Insurance Benefits (see attached proposal for language)

For 2025, County will contribute 95%/90%/90% of the 2025 premium of the second lowest cost HMO available in CalPERS Health (\$1057.26 for Employee only, \$2003.22 for Employee + one dependent, and \$2604.19 for Employee + two or more dependents).

For 2026, County will contribute 95%/90%/90% of the 2026 premium of the second lowest cost HMO available in CalPERS Health.

For 2027, County will contribute 95%/90%/90% of the 2027 premium of the second lowest cost HMO available in CalPERS Health.

The above County contributions for each contract year include the PEMHCA minimum contributions.

At no time during the contract period will the County pay more than the full costs associated with employees' health plan selections.

**Article 13.1:** On-Call Duty and Call Back Duty (see attached proposal for language)

Effective the first full pay period after Union ratification and Board of Supervisors approval, all employees assigned on-call shall receive \$4.50 per hour.

**Article 14.1 – 14.2:** Differentials – Application and Shift Differential  
(see attached proposal for language)

Employees will receive shift differentials on all hours actually worked during the qualifying shift. Removed "regular work schedule" requirement.

**Non-Economic Proposal** (Applicable Language Attached for Each Article)

**Article 3:** Union Activities

**Article 5:** Peaceful Performance

**Article 10.4:** Disability Insurance

**Article 21:** Classification Actions

**Article 27:** Joint Labor-Management Committees

**Article 31:** Work Schedule/Location Assignment

**Article 32:** Extra Help (Temporary) Employee Provisions

**Attachment A:** Confidential Positions

**Attachment D:** Benchmark Listing

All proposed implementation dates assume Union ratification and Board of Supervisors approval prior to implementation. Dates subject to change pending final Tentative Agreement (TA) on all issues.

All previously agreed upon TA's will be implemented the first pay period after Union ratification and Board of Supervisor approval subject to an entire agreement unless stated otherwise. Agreed upon TA's as follows:

- Article 14.3: Bilingual Pay
- Article 16.1.A: Holidays Specified
- Article 16.3.F.: Bereavement Leave

- Article 25: Tuition Reimbursement and Training
- Article 26: HSD Workload Committee
- Attachment H: Side Letter Agreement – Mental Health Client Specialist Series

All other provisions of the MOU will remain the same.

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County Counterproposal

**ARTICLE 1            MEMORANDUM OF UNDERSTANDING: INTRODUCTION**

This is a Memorandum of Understanding between the County of Santa Cruz and the Service Employees International Union Local 521 for the General Representation Unit. Both parties agree that this Memorandum is a result of meeting and conferring in good faith under the terms of State law and County regulations. This Memorandum of Understanding contains the complete results of negotiations between the County of Santa Cruz and SEIU Local 521 for County employees for the period September 19, 2021 through September 18, 2024~~September 19, 2024 through September 18, 2027~~ for all provisions, and supersedes all previous agreements.

It is understood and agreed that this MOU represents a complete and final understanding on all negotiable issues between the County and SEIU Local 521 on behalf of the General Representation Unit. This Agreement supersedes all previous memoranda of understanding or agreements between the parties on matters within the scope of representation except as specifically referred to in this Agreement. All ordinances, resolutions, minute orders or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified, or repealed by implication or otherwise by the provisions of this Agreement.

The provisions herein shall remain in effect for the life of the Agreement and unless otherwise stated neither party is obligated to reopen on any matter covered in this Agreement. In the event any new practice, subject or matter arises during the term of this Agreement which is subject to meet and confer and an action is proposed by the County, SEIU Local 521 on behalf of the General Representation Unit shall be afforded notice pursuant to the County's Employer-Employee Relations Policy and shall have the right to meet and confer upon request. In the absence of any agreement, nothing herein is intended to limit the rights of the parties to take action in accordance with the law and this MOU.

It is understood and agreed that implementation of this Memorandum of Understanding will require certain modification by Board action to the salary, compensation and leave provisions of Section 160 (Salary, Compensations and Leave Provisions) of the Personnel Regulations by Board action.

County Counterproposal

*NOTE: The total of the first year COLA plus the two Equity Adjustments for each benchmark may not exceed the percentage by which the benchmark is out of market. The Equities listed below will be reduced if the first year COLA is increased. For example, if the COLA is increased by .25% to 3.25%, each equity adjustment will be reduced by .25%.*

**ARTICLE 7**

**PAY 7.1**

**B. Cost of Living Increase**

1. Effective the first full pay period after ratification by the Union and Board of Supervisors approval, each step in the salary range for all employees shall be increased by 3%.
2. Effective the first full pay period in September ~~2022~~2025, each step in the salary range for all employees shall be increased by ~~3~~2%.
3. Effective the first full pay period in September ~~2023~~2026 each step in the salary range for all employees shall be increased by ~~3~~2%.

**C. Equity Adjustments**

1. Effective the first full pay period in January 2026, all employees in the Environmental Health Specialist I benchmark classifications shall receive an equity adjustment of 3.79%.
2. Effective the first full pay period in January 2027, all employees in the Environmental Health Specialist I benchmark classifications shall receive an equity adjustment of 3.79%.
3. Effective the first full pay period in January 2026, all employees in the Agricultural Weights and Measures Inspector II benchmark classifications shall receive an equity adjustment of 3.63%.
4. Effective the first full pay period in January 2027, all employees in the Agricultural Weights and Measures Inspector II benchmark classifications shall receive an equity adjustment of 3.63%.
5. Effective the first full pay period in January 2026, all employees in the Public Health Nurse II benchmark classifications shall receive an equity adjustment of 3.38%.

6. Effective the first full pay period in January 2027, all employees in the Public Health Nurse II benchmark classifications shall receive an equity adjustment of 3.38%.
7. Effective the first full pay period in January 2026, all employees in the Pharmacist benchmark classifications shall receive an equity adjustment of 3.37%.
8. Effective the first full pay period in January 2027, all employees in the Pharmacist benchmark classifications shall receive an equity adjustment of 3.37%.
9. Effective the first full pay period in January 2026, all employees in the IT Network/Communications Analyst II benchmark classifications shall receive an equity adjustment of 3.22%.
10. Effective the first full pay period in January 2027, all employees in the IT Network/Communications Analyst II benchmark classifications shall receive an equity adjustment of 3.22%.
11. Effective the first full pay period in January 2026, all employees in the Public Health Microbiologist benchmark classifications shall receive an equity adjustment of 3.12%.
12. Effective the first full pay period in January 2027, all employees in the Public Health Microbiologist benchmark classifications shall receive an equity adjustment of 3.12%.
13. Effective the first full pay period in January 2026, all employees in the Clinical Lab Scientist benchmark classifications shall receive an equity adjustment of 2.78%.
14. Effective the first full pay period in January 2027, all employees in the Clinical Lab Scientist benchmark classifications shall receive an equity adjustment of 2.78%.
15. Effective the first full pay period in January 2026, all employees in the California Childrens Services Physical Therapist benchmark classifications shall receive an equity adjustment of 2.56%.
16. Effective the first full pay period in January 2027, all employees in the California Childrens Services Physical Therapist benchmark classifications shall receive an equity adjustment of 2.56%.
17. Effective the first full pay period in January 2026, all employees in the Radiological Technologist benchmark classifications shall receive an equity adjustment of 2.53%.

18. Effective the first full pay period in January 2027, all employees in the Radiological Technologist benchmark classifications shall receive an equity adjustment of 2.53%.
19. Effective the first full pay period in January 2026, all employees in the Sr. Mental Health Client Specialist I benchmark classifications shall receive an equity adjustment of 2.21%.
20. Effective the first full pay period in January 2027, all employees in the Sr. Mental Health Client Specialist I benchmark classifications shall receive an equity adjustment of 2.21%.
21. Effective the first full pay period in January 2026, all employees in the Welfare Fraud Investigator II benchmark classifications shall receive an equity adjustment of 1.85%.
22. Effective the first full pay period in January 2027, all employees in the Welfare Fraud Investigator II benchmark classifications shall receive an equity adjustment of 1.85%.
23. Effective the first full pay period in January 2026, all employees in the IT System Administration Analyst II benchmark classifications shall receive an equity adjustment of 1.82%.
24. Effective the first full pay period in January 2027, all employees in the IT System Administration Analyst II benchmark classifications shall receive an equity adjustment of 1.82%.
25. Effective the first full pay period in January 2026, all employees in the Communications Technician II benchmark classifications shall receive an equity adjustment of 1.74%.
26. Effective the first full pay period in September 2027, all employees in the Communications Technician II benchmark classifications shall receive an equity adjustment of 1.74%.
27. Effective the first full pay period in January 2026, all employees in the Social Worker II benchmark classifications shall receive an equity adjustment of 1.73%.
28. Effective the first full pay period in January 2027, all employees in the Social Worker II benchmark classifications shall receive an equity adjustment of 1.73%.
29. Effective the first full pay period in January 2026, all employees in the Benefits Representative benchmark classifications shall receive an equity adjustment of 1.69%.

30. Effective the first full pay period in January 2027, all employees in the Benefits Representative benchmark classifications shall receive an equity adjustment of 1.69%.
31. Effective the first full pay period in January 2026, all employees in the Building Permit Technician II benchmark classifications shall receive an equity adjustment of 1.61%.
32. Effective the first full pay period in January 2027, all employees in the Building Permit Technician II benchmark classifications shall receive an equity adjustment of 1.61%.
33. Effective the first full pay period in January 2026, all employees in the Senior Social Worker benchmark classifications shall receive an equity adjustment of 1.48%.
34. Effective the first full pay period in January 2027, all employees in the Senior Social Worker benchmark classifications shall receive an equity adjustment of 1.48%.
35. Effective the first full pay period in January 2026, all employees in the Treatment Plant Operator benchmark classifications shall receive an equity adjustment of 1.39%.
36. Effective the first full pay period in January 2027, all employees in the Treatment Plant Operator benchmark classifications shall receive an equity adjustment of 1.39%.
37. Effective the first full pay period in January 2026, all employees in the Civil Engineer benchmark classifications shall receive an equity adjustment of 1.29%.
38. Effective the first full pay period in January 2027, all employees in the Civil Engineer benchmark classifications shall receive an equity adjustment of 1.29%.
39. Effective the first full pay period in January 2026, all employees in the IT Application Development & Support Analyst II benchmark classifications shall receive an equity adjustment of 1.15%.
40. Effective the first full pay period in January 2027, all employees in the IT Application Development & Support Analyst II benchmark classifications shall receive an equity adjustment of 1.15%.
41. Effective the first full pay period in January 2026, all employees in the Building Inspector II benchmark classifications shall receive an equity adjustment of .99%.

42. Effective the first full pay period in January 2027, all employees in the Building Inspector II benchmark classifications shall receive an equity adjustment of .99%.
43. Effective the first full pay period in January 2026, all employees in the Personnel Technician benchmark classifications shall receive an equity adjustment of .96%.
44. Effective the first full pay period in January 2027, all employees in the Personnel Technician benchmark classifications shall receive an equity adjustment of .96%.
45. Effective the first full pay period in January 2026, all employees in the Sanitation Maintenance Worker II benchmark classifications shall receive an equity adjustment of .94%.
46. Effective the first full pay period in January 2027, all employees in the Sanitation Maintenance Worker II benchmark classifications shall receive an equity adjustment of .94%.
47. Effective the first full pay period in January 2026, all employees in the Building Construction Maintenance Worker II benchmark classifications shall receive an equity adjustment of .90%.
48. Effective the first full pay period in January 2027, all employees in the Building Construction Maintenance Worker II benchmark classifications shall receive an equity adjustment of .90%.
49. Effective the first full pay period in January 2026, all employees in the Code Compliance Investigator II benchmark classifications shall receive an equity adjustment of .83%.
50. Effective the first full pay period in January 2027, all employees in the Code Compliance Investigator II benchmark classifications shall receive an equity adjustment of .83%.
- ~~1. Effective the first full pay period after ratification by the Union and Board of Supervisors approval, all employees in the Public Health Nurse II benchmark classifications will receive an equity adjustment of 4.5 %.~~
- ~~2. Effective the first full pay period in September 2022, all employees in the Public Health Nurse II benchmark classifications will receive an equity adjustment of 4.5%.~~
- ~~3. Effective the first full pay period after ratification by the Union and Board of Supervisors approval, all employees in the Physician's Assistant/Nurse Practitioner benchmark classifications will receive an equity adjustment of 9.5%.~~

- ~~4. Effective the first full pay period in September 2022, all employees in the Physician's Assistant/Nurse Practitioner benchmark classifications will receive an equity adjustment of 8.5%.~~
- ~~5. Effective the first full pay period after ratification by the Union and Board of Supervisors approval all employees in the Clinical Lab Scientist benchmark classifications will receive an equity adjustment of 7.25%.~~
- ~~6. Effective the first full pay period in September 2022, all employees in the Clinical Lab Scientist benchmark classifications will receive an equity adjustment of 7.25%.~~
- ~~7. Effective the first full pay period after ratification by the Union and Board of Supervisors approval all employees in the Radiological Technologist benchmark classifications will receive an equity adjustment of 5.75%.~~
- ~~8. Effective the first full pay period in September 2022, all employees in the Radiological Technologist benchmark classifications will receive an equity adjustment of 5.75%.~~

~~D. Signing Bonus~~

~~As soon as administratively possible, each employee in a budgeted position will receive a one-time signing bonus of \$1,250 (pro-rated for part-time employees and minus applicable taxes) after Union ratification and Board of Supervisors approval.~~

County Counterproposal

*NOTE: This proposal assumes Union ratification and Board of Supervisors approval of the agreement before the 2025 medical insurance payment cycle goes into effect. Effective dates will be adjusted if necessary.*

**ARTICLE 10 INSURANCE BENEFITS**

Plan Documents Controlling.

The following is only a summary of the terms of enrollment and benefits for employee insurances available to employees in this representation unit. In the event of a discrepancy between Article 10 and the plan document, the plan document for insurances specified below (medical, dental, vision, life) is controlling. Copies of plan documents are available through the Personnel Department.

**10.1 MEDICAL COVERAGE & FLEXIBLE CREDIT**

CalPERS offers employees choices in medical plans. Enrollment of some domestic partners is permitted in the Public Employees' Medical & Hospital Care Act (PEMHCA) health plan. Effective January 1, 2009, the County implemented a Flexible Health Allowance Program. Employees must be enrolled in a CalPERS PEMHCA health plan to participate. Enrollment status in a health plan determines the level of Flexible Health Allowance an employee is eligible to receive.

A. Employees in this representation unit may enroll in a medical plan offered by CalPERS in accordance with the provisions of the PEMHCA Program or a CalPERS approved County offered alternate medical plan. Employees have the option of enrolling their eligible dependents in a CalPERS approved County offered medical plan. Alternate medical plans must conform to CalPERS plans, rules, and regulations.

The Parties agree to meet and confer on potential impacts within the mandatory scope of bargaining that relate to the implementation and regulatory compliance of the Affordable Care Act (ACA) for the County sponsored medical plans.

B. For coverage during the term of this agreement the County shall contribute to the CalPERS PEMHCA Program or any other CalPERS approved County offered alternate medical plans the following monthly amount for active, eligible employees in budgeted positions who elect to participate in such program:

~~1. For calendar year 2021, the County will provide the following monthly benefit contributions for active employees:~~

~~a. CalPERS PEMHCA CONTRIBUTION~~

~~1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~

- ~~2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
- ~~3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~

~~b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION~~

- ~~1. Employee only = \$869.32, which includes the PEMHCA minimum contribution in 1(a)(1). The County's contribution represents 95% of the 2021 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), minus an additional \$10 employee contribution.~~
- ~~2. Employee + one dependent = \$1656.08, which includes the PEMHCA minimum contribution in 1(a)(2). The County's contribution represents 90% of the 2021 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), minus an additional \$10 employee contribution.~~
- ~~3. Employee + two or more dependents = \$2155.90, which includes the PEMHCA minimum contribution in 1(a)(3). The County's contribution represents 90% of the 2021 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), minus an additional \$10 employee contribution.~~

~~At no time during the 2021 plan year will the County pay more than the full costs associated with employees' health plan selection.~~

- ~~2. Effective as soon as administratively possible, for calendar year 2022, the County will provide the following monthly benefit contributions for active employees:~~

~~a. CalPERS PEMHCA CONTRIBUTION~~

- ~~1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
- ~~2. Employee + one dependent = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
- ~~3. Employee + two or more dependents = the County shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.~~

~~b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION~~

1. ~~Employee only = 95% of the 2022 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$879.32. This includes the PEMHCA minimum contribution in 2(a)(1).~~
2. ~~Employee + one dependent = 90% of the 2022 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1,666.08. This includes the PEMHCA minimum contribution in 2(a)(2).~~
3. ~~Employee + two or more dependents = 90% of the 2022 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$2,165.90. This includes the PEMHCA minimum contribution in 2(a)(3).~~

At no time during the 2022 plan year will the County pay more than the full costs associated with employees' health plan selection.

3. ~~For calendar year 2023, the County will provide the following monthly benefit contributions for active employees:~~

a. ~~CALPERS PEMHCA CONTRIBUTION~~

1. ~~Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
2. ~~Employee + one dependent = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~
3. ~~Employee + two or more dependents = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.~~

b. ~~FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION~~

1. ~~Employee only = 95% of the 2023 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$927.68. This includes the PEMHCA minimum contribution in 3(a)(1).~~
2. ~~Employee + one dependent = 90% of the 2023 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1,757.71. This includes the PEMHCA minimum contribution in 3(a)(2).~~
3. ~~Employee + two or more dependents = 90% of the 2023 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$2,285.02. This includes the PEMHCA minimum contribution in 3(a)(3).~~

~~At no time during the 2023 plan year will the County pay more than the full costs associated with employees' health plan selection.~~

4.1. For calendar year 2024, the County will provide the following monthly benefit contributions for active employees:

a. CalPERS PEMHCA CONTRIBUTION

1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
2. Employee + one dependent = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
3. Employee + two or more dependents = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2024 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$978.71. This includes the PEMHCA minimum contribution in-4.1(a)(1).
2. Employee + one dependent = 90% of the 2024 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$1,854.39. This includes the PEMHCA contribution in-4.1(a)(2).
3. Employee + two or more dependents = 90% of the 2024 premium of the lowest cost HMO available in CalPERS Health (excluding Kaiser), but not less than \$2,410.70. This includes the PEMHCA contribution in-4.1(a)(3).

At no time during the 2024 plan year will the County pay more than the full costs associated with employees' health plan selection.

2. For calendar year 2025, the County will provide the following monthly benefit contributions for active employees:

a. CalPERS PEMHCA CONTRIBUTION

1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
2. Employee + one dependent = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

3. Employee + two or more dependents = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2025 premium of the second lowest cost HMO available in CalPERS Health (\$1,057.26). This includes the PEMHCA minimum contribution in 2(a)(1).

2. Employee + one dependent = 90% of the 2025 premium of the second lowest cost HMO available in CalPERS Health (\$2,003.22). This includes the PEMHCA contribution in 2(a)(2).

3. Employee + two or more dependents = 90% of the 2025 premium of the second lowest cost HMO available in CalPERS Health (\$2,604.19). This includes the PEMHCA contribution in 2(a)(3).

At no time during the 2025 plan year will the County pay more than the full costs associated with employees' health plan selection.

3. For calendar year 2026, the County will provide the following monthly benefit contributions for active employees:

a. CalPERS PEMHCA CONTRIBUTION

1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

2. Employee + one dependent = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

3. Employee + two or more dependents = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2026 premium of the second lowest cost HMO available in CalPERS Health. This includes the PEMHCA minimum contribution in 3(a)(1).

2. Employee + one dependent = 90% of the 2026 premium of the second lowest cost HMO available in CalPERS Health. This includes the PEMHCA contribution in 3(a)(2).

3. Employee + two or more dependents = 90% of the 2026 premium of the second lowest cost HMO available in CalPERS Health. This includes the PEMHCA contribution in 3(a)(3).

At no time during the 2026 plan year will the County pay more than the full costs associated with employees' health plan selection.

4. For calendar year 2027, the County will provide the following monthly benefit contributions for active employees:

a. CalPERS PEMHCA CONTRIBUTION

1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
2. Employee + one dependent = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
3. Employee + two or more dependents = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the 2027 premium of the second lowest cost HMO available in CalPERS Health. This includes the PEMHCA minimum contribution in 4(a)(1).
2. Employee + one dependent = 90% of the 2027 premium of the second lowest cost HMO available in CalPERS Health. This includes the PEMHCA contribution in 4(a)(2).
3. Employee + two or more dependents = 90% of the 2027 premium of the second lowest cost HMO available in CalPERS Health. This includes the PEMHCA contribution in 4(a)(3).

At no time during the 2027 plan year will the County pay more than the full costs associated with employees' health plan selection.

*No changes to the remainder of Article 10.1*

*Revising retiree proposal*

County Counterproposal

**ARTICLE 13 ON-CALL DUTY AND CALL BACK DUTY**

**13.1 ON-CALL DUTY**

- A. Defined. On-call duty is defined as the requirement by the department for an employee to leave a phone number where the employee may be reached during off-duty hours, or carry a pager during off-duty hours, and the employee must be available to report to work within a one-hour period.
- B. Time Worked.
1. Time spent in answering phone calls or responding to calls by phone is considered time worked which counts towards overtime.
  2. An employee who is called back to duty shall be considered on-call until they reach the job site. Travel time to the job site shall not be considered time worked.
  3. Time worked shall be deducted from the prescribed on-call shift to determine the appropriate on call pay.
- C. Compensation.
1. ~~Effective September 13, 2014 a~~All employees assigned on-call duty shall receive ~~\$3.00~~4.00 per hour when assigned to be on-call.
  2. Effective the first full pay period after Union ratification and Board of Supervisors approval, all employees assigned on-call shall receive ~~\$4.00~~4.50 per hour (or ~~\$32-36~~ for an 8-hour period, ~~\$64-72~~ for a 16-hour period, and ~~\$96-108~~ for a 24-hour period) when assigned to be on-call.
- D. Union Notification. The County shall notify the Union whenever the County intends to add or remove positions in the bargaining unit from the approved on-call list.

County Counterproposal

**ARTICLE 14 DIFFERENTIALS**

The payment of differentials is assignment based.

**14.1 APPLICATION**

- A. Any of the differentials in parts 14.2 through ~~14.11~~14.10 of this Article shall be paid on all time in a paid status except where otherwise indicated.
- B. Any of the differentials in parts 14.2 through ~~14.11~~14.10 of this Article shall be paid at one and one-half the specified rate for overtime hours worked.
- C. None of the differentials included in this Article shall be paid for the periods an employee is receiving on call pay or emergency response standby pay.

**14.2 SHIFT DIFFERENTIAL**

- A. Swing Shift. Employees who work eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 5:00 p.m. and 12:00 a.m. ~~as a regular work assignment~~ shall be paid a rate of \$1.75/hour above their hourly salary rate for a swing shift differential. This differential shall be paid only for hours actually worked during the qualifying shift.
- B. Graveyard Shift. Employees who work eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 12:00 a.m. and 8:00 a.m. ~~as a regular work assignment~~ shall be paid a rate of \$2.00/hour above their hourly salary rate for a graveyard shift differential. This differential shall be paid only for hours actually worked during the qualifying shift.
- C. Corridor Application. The predominant number of hours scheduled in a shift determine the differential to be paid and the entire shift is to be paid at the appropriate shift differential. If equal hours are worked in each of the shift periods then the higher shift differential will be paid. If a split shift is worked where an individual works four (4) hours and then is off for a period of time and then returns to complete the four (4) hours, then the criteria of eight (8) consecutive hours has not been met and there is no eligibility for the differential.

County Counterproposal

**ARTICLE 3 UNION ACTIVITIES**

**3.1 STEWARDS**

The Union agrees to notify the County of their Stewards on a quarterly basis. At least one Steward shall be allowed in each department. If a department has more than one physical work location, a Steward shall be allowed at each separate physical work location. If more than twenty-five (25) employees in the same department are assigned to one physical work location, one (1) Steward shall be allowed for each twenty-five (25) or fraction thereof. The Union may request additional Stewards where departmental circumstances warrant such action and department heads are authorized to grant such requests where circumstances warrant. Alternate Stewards may be designated to serve in the absence of the Steward. Stewards may represent employees across departments only if authorized in advance by the Personnel Director or designee. The Union shall provide Personnel with information regarding the basis for the request.

The County and Union will jointly offer an eight (8)-hour basic Shop Steward training course once per calendar year as part of the Training Task Force program. The County agrees to provide release time for one (1) eight (8) hour Shop Steward training per calendar year in addition to the joint training session. Release time shall be authorized in accordance with MOU Attachment C.

When Shop Stewards communicate with the County on issues within the scope of representation, they must identify themselves as Shop Stewards.

**3.2 BULLETIN BOARDS**

The Union, where it represents employees of a County department, shall be provided, by that department, use of adequate and accessible space on bulletin boards for communication.

**3.3 DISTRIBUTION**

The Union may distribute official union material to employees in its Representation Unit through normal channels.

**3.4 VISITS BY AUTHORIZED UNION REPRESENTATIVES**

The authorized Union Representative shall be allowed reasonable contact with employees on County facilities provided such contact does not interfere with the employee's work.

### 3.5 COUNTY FACILITIES

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

### 3.6 NOTIFICATIONS

#### A. Notification of Change in Status.

It shall be the duty of the County to notify the Union whenever the services of any County employee in a class in this unit are engaged or terminated.

#### B. Disciplinary Action.

The County shall notify the Union in writing of any intended dismissal, suspension or reduction in rank of employees covered by the Memorandum of Understanding. The same day that the notice of intended action is served to the employee, a copy of the notice shall be either a) hand-delivered to the Union with all attachments, b) faxed to the Union without attachments and sent to the Union by First Class Mail with all attachments, or c) emailed to the Union Member Resource Center and designated Union Organizer with all attachments. It shall be the Union's responsibility to provide the County with the appropriate email addresses and departmental assignments.

#### C. Bargaining Unit Employee Information

##### i. AB 119 Information

The County shall provide the Union with remote access to an electronic formatted file with a comprehensive list of all employees covered by this MOU that includes each employee's name, employee number, job title, department, work location, work, home, and personal cellular telephone numbers, work email address, personal email address (if on file with the County) and home address. The Union shall provide the County with the names of two Union employees who will be provided with passwords and instructions on how to access this information.

##### ii. Other Miscellaneous Reports

The County shall, on a bi-weekly basis, provide the Union with an electronic formatted file with payroll information that includes the employee name, date of birth, job title and department, as well as retiree names and addresses on a monthly electronic basis.

The County agrees to continue to provide monthly dues deduction status reports, quarterly unit census data reports, and termination member reports (with

retirements identified), and new hire member reports at no cost to the Union, in a standardized electronic format.

#### D. Union Notification.

Except in cases of emergencies, the Union shall be given five (5) working days written notification of any matters within the scope of representation (wages, hours and working conditions) proposed to be adopted by the Board of Supervisors or management and shall be given the opportunity to meet and confer with the County prior to its adoption. The impasse procedures shall be in accordance with Government Code Section 3505.

#### E. Contracting Out.

The County agrees that prior to taking action to contract out functions or activities now performed by employees in the General Representation Unit, the County shall provide the Union with reasonable written notice and shall meet with the Union and discuss alternative ways to achieving the County's objectives. The County agrees that, prior to taking action to layoff employees in the General Representation Unit, the County shall discuss alternative ways of achieving the County's objectives with the Union.

At least two weeks prior to the issuance of a Request For Proposal (RFP) to contract out work now performed by employees of the General Representation Unit, the County will provide the Union with notice of the County's intent to issue the RFP.

### 3.7 UNION LEAVE AND TIME OFF

The County acknowledges that County employees who are Union board members or Shop Stewards have an important role in development and maintenance of harmonious labor relations. Further, the County acknowledges that effective representation requires participation in training and Union activities and that reasonable time off should be available for such purposes.

The Union acknowledges the County's priority for County programs, services and projects. The Union accordingly recognizes the need for the provision of notice as well as reasonable limitations in the administration of this Article. The Union thus recognizes that approval of leave under this Article may not be granted if an employee/Union board member or Shop Steward has specialized skills, talents, abilities and knowledge that are necessary and which cannot be reasonably replaced.

In accordance with Government Code 3558.8, the County will continue to pay the employee their regular compensation during leave which is approved under this Article and will continue to make its regular contributions toward the employee's retirement and insurance benefits/in-lieu stipends during that leave. Employees shall likewise continue to make their normal retirement and insurance contributions during approved Union leave under this Article.

The Personnel Department shall coordinate with the employee's department and the Auditor's Office to invoice the Union for the full cost of any compensation and benefits paid to or on behalf of the employee during their Union leave, and the Union shall reimburse the County for those costs within 30 days of receipt of the invoice.

Reimbursable compensation shall include wages and any retirement contributions and insurance/in-lieu stipend payments made by the County on behalf of the employee and their dependents.

#### A. Short-Term Union Leave with Pay

The County and Union agree that an employee/Union board member or Shop Steward shall be entitled to an aggregate of twenty-five (25) working days per year time off without loss of pay or other benefits for Union trainings and other activities, including activities of any statewide or national employee organization with which the Union is affiliated, subject to the following limitations:

1. The employee must request leave under this section (3.7.A) at least two (2) weeks in advance of the first day of the proposed leave using the County's Employee Request for Time Off form (PER 1082A).
2. If the timing of the requested leave period is not operationally feasible, the County and the Union will work in good faith to identify and agree upon an alternative leave period.
3. Employees granted leave under this section (3.7.A.) shall continue to earn full service credit during that leave and shall retain their rights to return to their position at the conclusion of the leave.

#### B. Long-Term Union Leave with Pay

The Union may request that an employee/Union board member or Shop Steward be granted leave without loss of compensation or other benefits by the appointing authority with the approval of the CAO for a period of up to twelve (12) months for Union trainings and other activities, including activities of any statewide or national employee organization with which the Union is affiliated, subject to the following limitations:

1. The employee must request leave under this section (3.7.B.) at least four (4) weeks in advance of the first day of the proposed leave using the County's Employee Request for Time Off form (PER 1082A).
2. Only employees who have successfully completed their probationary period and have permanent status in their current County position shall be eligible for leave under this section (3.7.B.).
3. Leave under this section (3.7.B.) is subject to the approval of the appointing authority and the County Administrative Officer. The CAO's decision on such leaves is final.

4. The County agrees to the Union's request that employees granted leave under this section (3.7.B.) shall continue to earn full service credit during that leave.

5. A person granted such leave who has permanent status in their class shall have the right to return to a position in that class.

6. While on such leave, the person shall not be considered a County employee for any purpose except, for an employee with permanent status in their class, the right to return at the expiration of the leave.

### **3.8 RELEASE TIME FOR BOARD MEETINGS**

Reasonable release time will be granted by the County for a maximum of two SEIU Local 521 officers or their designees to attend Board of Supervisor meetings when the County places items on its Board Agenda that directly relate to SEIU Local 521's wages, hours and working conditions.

Release time shall be made through the Personnel Department by 5:00 p.m. on the Friday preceding the Board meeting.

### **3.9 RELEASE TIME FOR NEGOTIATIONS**

It is agreed upon by the parties that release time shall be provided to elected or appointed SEIU 521 bargaining team members during negotiations in accordance with Attachment C, incorporated herein by reference.

Preparation time for successor MOU negotiations will be considered in accordance with statutory requirements.

*(checked with our attorney)*

County redistributed at table on September 5, 2024

County Counterproposal

## ARTICLE 5 PEACEFUL PERFORMANCE

5.1 The Union and its representatives agree that during the term of this Memorandum of Understanding neither it nor the employees it represents and they will not engage in, encourage, authorize, sanction, or support any County employee job actions which would involve suspension or interference with normal County operations, including but not limited to strike, sympathy strike, work slowdown, sick outs, taking breaks all at the same time within a work area or Countywide, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment provided such equipment is safe and sound, or to perform customary duties. Neither the Union nor any representative thereof shall engage in any job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

A violation of this section as determined by the County Administrative Officer may result in the cessation of Union dues deduction by the County and the suspension of Article 4 of this Memorandum of Understanding.

5.2 In the case of a legally declared strike against another employer which has been sanctioned and approved by the central labor council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided that the employee advises their supervisor prior to leaving the picketed location and provided further that an employee may be required to cross a picket line where the performance of their duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health, safety, or welfare.

Any employee who participates in any activities prohibited by this Article shall be subject to discharge or to such lesser discipline as the County shall determine; provided, however, that the employee shall have recourse to the Civil Service Commission as to the question of whether they in fact participated in such prohibited activity.

5.3 Nothing in this Article is intended to interfere with employees' right to engage in lawful activities as prescribed by the Meyers-Milias-Brown Act. The County shall make its best effort to enforce the terms of this Memorandum on the part of its management personnel; the Union shall make its best effort to enforce the terms of this Memorandum on the part of the employees it represents. Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline, up to and including discharge.

Rejet

County redistributed at table on September 5, 2024

**ARTICLE 10            INSURANCE BENEFITS**

**10.4 DISABILITY INSURANCE**

A. Employees in this unit have elected to be enrolled in the State Disability Insurance (SDI) program, which replaces the County provided plan with all costs of participation to be borne by the employee through a payroll deduction.

~~B. When an employee is on a leave of absence during which time the employee has applied or reapplied for SDI, the employee has the option to utilize their annual leave or remain in an unpaid status during the seven (7) day waiting period required for SDI.~~

County Counterproposal

**ARTICLE 21 CLASSIFICATION ACTIONS AND SALARY PROTECTION**

**21.1 CLASSIFICATION ACTION**

- A. The County shall notify the official Union representative regarding appropriate classifications whenever the County intends to classify, reclassify, create, modify, and/or abolish classes or class specifications existing in or appropriate to the bargaining unit represented by the Union. The Union shall respond within ten (10) working days of the notice. The time limit for response may be extended upon request. Upon request, both parties shall meet and mutually share information, excluding work products, with regard to the classification study. Upon request by the Union, up to four (4) hours of release time per month shall be granted for two (2) bargaining unit employees for work on classification actions.
- B. On a first come, first served basis, up to thirty (30) unit employees may submit requests for classification review of their positions during the month of January of each year directly to the Personnel Department. A completed Long Form Position Description Form (PDF) (PER65BF) shall accompany each employee's request. The PDF should highlight and describe in detail those duties which the employee believes are beyond the scope of their current class specifications. After consulting with the employee's appointing authority (Department Head or designee), the Personnel Department shall provide a detailed explanation including the reasons for any denials if an employee is denied. Within four (4) weeks of receipt of the PDF, the Personnel Department will inform the employee in writing when their study is scheduled. The study will be completed, and the results implemented within one (1) year of the date the PDF was received in the Personnel Department. The Personnel Department shall provide a written report outlining the reasons for approval or denial of the classification request. The employee's request for a classification study does not require the approval of the employee's supervisor. The provisions of this section (21.1.B.) shall be suspended during calendar year 2025, and instead classification studies during that year shall be conducted in accordance with Article 21.1.C., below.
- C. 2025 Special Classification Studies  
Classification studies shall be conducted of all employees in the following classifications who submit a completed Long Form Position Description Form (PDF) to the Personnel Department by January 31, 2025:
- a. Social Worker IIs assigned to the In-Home Supportive Services (IHSS) unit
  - b. Medical Billing Technician
  - c. Senior Medical Billing Technician
  - d. Senior Building Equipment Mechanic
  - e. Senior Plumber
  - f. Senior Electrician

County Counterproposal

**ARTICLE 27        JOINT LABOR-MANAGEMENT COMMITTEES**

A. HSA Joint Labor-Management Committee

The parties agree that there will be one committee comprising representatives from HSA management and the Union. The committee will consist of management representatives and Union stewards or alternates from HSA.

The committee will meet quarterly, or more frequently by mutual agreement. The purpose of this committee shall be communication and information sharing and problem solving on relevant HSA issues such as employee work environment and policies and procedures. The committee will consider HSA related issues concerning recruitment/retention; patient care and staffing. Any proposals mutually agreed to by the committee will be recommended to the Agency Director for review and response. Issues discussed by the committee are only grievable if they otherwise meet the definition of a grievance under Article 22.

B. Public Works Joint Labor-Management Committee

The parties agree that there will be one committee comprising representatives from Public Works management and the Union. The committee will consist of management representatives and Union stewards or alternates from Public Works.

The Public Works Joint Labor-Management Committee will meet as needed. The purpose of this committees shall be communication and information sharing and problem solving on relevant Public Works issues such as employee work environment and policies and procedures. The committee will consider department-related issues concerning recruitment/retention and staffing. Any proposals mutually agreed to by the committee will be recommended to the department head for review and response. Issues discussed by the committees are only grievable if they otherwise meet the definition of a grievance under Article 22.

C. Child Support Joint Labor-Management Committee

The parties agree that there will be one committee comprising representatives from Child Support and the Union. The committee will consist of management representatives and Union stewards or alternates from the department.

The Child Support Joint Labor-Management Committee will meet as needed. The purpose of this committee shall be communication and information sharing and problem solving on relevant Child Support issues such as employee work

environment and policies and procedures. The committee will consider department-related issues concerning recruitment/retention and staffing. Any proposals mutually agreed to by the committee will be recommended to the department head for review and response. Issues discussed by the committee are only grievable if they otherwise meet the definition of a grievance under Article 22.

#### D. ~~SEIU Personnel Labor Management~~

~~The County and the Union share a commitment to supporting the streamlining of the recruitment and hiring process in order to promote the timely filling of vacancies. For the term of this agreement, a Labor Management Committee comprised of three representatives each from Personnel Management and the Union shall be created for the purpose of communication, information sharing and problem solving on recruitment related issues such as outreach, prospective candidate engagement, and other process-related items. The Union shall contact the County to schedule the first Committee meeting and the parties will mutually agree on a meeting schedule thereafter. The Committee will consider tools such as:~~

- ~~i. Continuous recruitments~~
- ~~ii. Frequently Asked Questions to guide applicants and supervisors~~
- ~~iii. Training sessions for new and experienced supervisors~~
- ~~iv. Other process improvement ideas~~

~~The Committee shall issue written recommendations to the Personnel Director and the Civil Service Commission regarding possible changes to processes, practices and/or any items requiring Civil Service Commission and/or Board of Supervisors approval. Any change to the Civil Service Rules will require Civil Service Commission approval first, followed by Board of Supervisors approval. The Committee's recommendations shall be issued within six months of convening.~~

#### D. Escalation of Issues

Should County staff fail to respond to or follow-up on action items within 30 working days of the agreed upon due date, the Union may request a meeting with the Personnel Director and the affected County Department Head for resolution. Similarly, should Union staff fail to respond to or follow-up on action items within 30 working days of the agreed upon due date, the County may request a meeting with the Chief of Staff of SEIU Local 521 for resolution.

## ARTICLE 31 WORK SCHEDULE/LOCATION ASSIGNMENT

### A. Work Schedules/Schedule Changes.

Except as provided below, the standard work schedule shall be eight (8) hours per day, five (5) days per week, with two (2) consecutive days off. Except for overtime, callback and on-call assignments, departments which need a different operational schedule shall maintain and post an employee assignment schedule. No employee, except in case of emergency, shall be required to work a different work schedule than assigned (including an alternate schedule) unless the employee has been notified in writing at least five (5) working days in advance of the change in work schedule.

#### 1. Alternate Schedules.

- a. Upon recommendation of a department head or designee, flex-time, job sharing and voluntary reduced work hour programs may be established after consultation with the Personnel Director and the Union. Job sharing programs require that benefits (excluding employee insurances) be prorated.
- b. Current alternate work schedules may include 9/80 schedules, 4/10 schedules, and/or other alternate schedules. Individuals assigned to such schedules shall accrue leave and holiday hours on the same basis as employees working the standard 5/8 work schedule. Employees shall also be charged time off based on the number of hours in the work day missed.
- c. Should the County elect to eliminate an existing alternate schedule, or establish a new alternate schedule, it will provide five (5) working days advance written notice to the Union and will meet and confer upon Union request.
- d. 7/12 Schedule - Sheriff's Records Clerks  
Effective as soon as administratively possible, all Sheriff's Records Clerks assigned to the Sheriff's Corrections Bureau will work a 7/12 schedule consisting of three 12-hour days in one week of the pay period, and four 12-hour days in the other week of the pay period. Employees assigned this schedule will work a modified work period, in which one 12-hour day will be split between the two work weeks, leaving the employee with 42 hours of scheduled work each work week. Individuals assigned to such schedules shall accrue leave on the same basis as employees working the standard 5/8 work schedule. Employees shall also be charged time off based on the number of hours in the work day missed.
  - i. Overtime. Employees will be subject to Article 12 and overtime will accrue on any hours of work over 40 in each designated work period. This will result in employees who

- work their full assigned schedule receiving four hours of overtime each pay period.
- ii. Holidays. Employees assigned the 7/12 schedule are not subject to the provisions of Article 16.1.A. (Holidays). Instead, these employees will accrue .054,0538 hours of holiday credit (the equivalent of 112 hours per year, representing the 14 County holidays) for each hour they are in paid status up to 80 hours per pay period. Holiday accruals will be cashed out twice per year, in June and December. If an employee separates from County Service or moves to a position with a different schedule or holiday pay arrangement, the employee will be cashed out for any holiday pay in their holiday pay accrual bank at the time of their separation or position change.
  - iii. Overtime hours will not count toward step advances, County Service hours, probation, leave accruals, or similar purposes.
  - iv. Implementation of this article (31.A.1.d.) is subject to coordination with the Auditor-Controller-Treasurer-Tax Collector and the Information Services Department.

#### B. Location Transfers.

The County shall provide ten (10) working days written notice when transferring employees to a new location in excess of ten (10) miles from their current worksite, except in cases of emergencies. Transfers shall not be arbitrary or capricious.

#### C. Intra-Departmental Transfers.

All employees that are interested in intra-departmental transfers shall have their name placed on the Countywide transfer list. Effective January 1, 2008, departments that desire to fill any vacant position through an intra-departmental transfer shall be provided a copy of the transfer list by the Personnel Department and shall consider the applications and candidacy of those employees requesting consideration for a transfer. The names of interested employees shall appear on the certification list with other interested applications (open and promotional competitive lists). This process shall not apply when the transfer is the result of a layoff, emergency, disciplinary action, workplace violence, the result of a Personnel investigation, or where prohibited by statute.

#### D. Hours Worked.

Effective August 10, 1996, all hours worked exclusive of overtime (as defined in Article 12.1) shall apply to step advancement and annual leave accrual. On a quarterly basis, beginning October 1, 1996, the department shall circulate departmental interest cards to establish an extra work interest list. Employees shall have five (5) working days to place

their name on the interest list. Prior to hiring temporary workers, the department shall consider this list for the filling of temporary vacancies when practical.

E. Seniority Defined.

When used, seniority for purposes of overtime and shift assignment within the work unit shall be determined by the most recent date of appointment to the current class and department of the employee.

F. After Hours Medical Phone Services.

The intent of this article is to provide a mechanism by which clients are able to access services after regular business hours and holidays. The Health Services Agency will request Physician's Assistant/Nurse Practitioner volunteers for participation in after-hours call. If enough volunteers are not obtained, the department will assign staff in order to maintain services for clients. The employee may be assigned in writing to such duty by the Health Services Agency Director, leave a phone number where they can be reached or carry a pager or cellular phone, and return calls within a period of time specified by the Health Services Agency Director.

Employees in budgeted positions in the class of Physicians Assistant/Nurse Practitioner who are assigned to receive and answer calls from clients after working hours shall receive payment of \$10.00 per hour (from 5 p.m. on a weekday to 8 a.m. the following day); and \$10.00 per hour for weekends and days on which the County offices are closed in observation of a holiday (from 8 a.m. on a weekend day or holiday to 8 a.m. on the following day). "Completed" means receiving and answering all client calls within the period of assignment.

The payment for this assignment is not payment for time actually worked. Time spent by such employees in receiving and responding to calls shall be counted as actual time worked. For each incident, a minimum of fifteen (15) minutes time worked may be recorded. If the actual time worked for an incident exceeds fifteen (15) minutes, this minimum shall not apply.

Response to phone calls and returning calls shall not be considered call-back duty. After hours medical phone service shall not be considered on-call duty. Employees assigned such phone service are not required to report to work. Employees are required to answer client calls on a timely basis, but are otherwise free to pursue their own activities and are not restricted to a particular locale.

No more than one (1) employee may be assigned such duty on any one day without the advanced written approval of the County Administrative Officer.

County Counterproposal to New Article: Extra-Help Labor Workers Management Committee

**ARTICLE 32 EXTRA HELP (TEMPORARY) EMPLOYEE PROVISIONS**

**32.2 DEFINITIONS**

- A. Extra help employees: A qualified person employed in a non-budgeted position excluded from Civil Service status for a maximum of 999 hours in a fiscal year including persons employed for:
  - 1. Short Term Projects;
  - 2. Seasonal basis to meet recurring work peaks;
  - 3. As needed basis to meet peak loads, emergency, or other unusual work situations.
- B. A regular, budgeted position that is temporarily vacant due to extended leave shall be filled, whenever practical, by the appropriate employment list.
- C. At the request of the Union, the County and the Union shall meet semi-annually and review the County's utilization of Extra Help employees to ensure it is in accordance with the provisions of this Article (32.2). Up to three (3) County managers and three (3) Union representatives, inclusive of both staff and members, may participate in the meeting.