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

Side Letters
• Healthcare Workers – NMC (ancillary clinical employees)
• Reclassification at NMC
• Limited reopener – NMC
• Emergency Communications break pay
• Building Services & Planning Department transfers
• Employee Election Official Program
Table of Contents
Section 1 PARTIES .............................................................. 3
Section 2 TERM ................................................................. 3
Section 3 RECOGNITION ....................................................... 3
Section 4 NONDISCRIMINATION ........................................... 3
Section 5 UNION RIGHTS ..................................................... 4
Section 6 SAFETY .............................................................. 9
Section 7 MANAGEMENT RIGHTS ......................................... 10
Section 8 WAGES ............................................................... 11
Section 9 CALL-OFF .......................................................... 11
Section 10 OVERTIME ........................................................ 12
Section 11 SPECIAL PAY PRACTICES .................................... 14
Section 12 NO PYRAMIDING ............................................... 19
Section 13 CLASSIFICATION PLAN MAINTENANCE .................. 19
Section 14 INSURANCE ........................................................... 21
Section 15 STATE DISABILITY INCOME PROTECTION PLAN .... 26
Section 16 HOLIDAYS ......................................................... 26
Section 17 VACATION .......................................................... 29
Section 18 SICK LEAVE ....................................................... 29
Section 19 INVOLUNTARY LEAVE WITH PAY ....................... 32
Section 20 UNIFORM ALLOWANCE ...................................... 33
Section 21 SUPERVISORY EMPLOYEES LEAVE ....................... 34
Section 22 PERSONAL PROPERTY REIMBURSEMENT ............... 34
Section 23 RETIREMENT ...................................................... 35
Section 24 JURY DUTY ......................................................... 36
Section 25 GRIEVANCE PROCEDURE ................................... 36
Section 26 LAYOFF PROCEDURES ....................................... 41
Section 27 DISCIPLINE ...................................................... 45
Section 28 PROBATIONARY PERIOD ................................... 49
Section 29 REQUIRED NOTICE ........................................... 51
Section 30 PERSONNEL RECORDS .................................... 51
Section 31 TRANSFERS ...................................................... 52
Section 32 USE OF VOLUNTEERS ...................................... 52
Section 33 CONTRACTING OUT .......................................... 52
Section 34 POLYGRAPH EXAMS ......................................... 53
Section 35 EMERGENCY AUTHORITY ................................... 53
Section 36 REST PERIODS ................................................. 54
Section 37 PERFORMANCE EVALUATIONS ............................ 54
Section 38 CONCERTED ACTIVITIES .................................. 55
Section 39 SEPARABILITY .................................................... 55
Section 40 FULL UNDERSTANDING MODIFICATION, WAIVER .. 56
Section 1 PARTIES

This Agreement is made and entered into between the County of Monterey (herein called the "County"), and the Service Employees' Union Local 521 (Unit F), CTW-CLC (herein called the "Union") and/or its designee. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by the act of providing the appropriate legislation shall not become effective until the effective date of such action.

Section 2 TERM

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

Section 3 RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for all permanent and seasonal employees in classifications in the Supervisory Employees' representation unit.

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

3.2 SEIU Local 521 Values
• We stand for economic and social justice
• We stand for having a voice on the job and in society
• We stand for a secure job with the opportunity to advance
• We stand for dignity and respect
• We stand united.

Section 4 NONDISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination because of race, color, ethnic group, national origin (including language use restrictions), ancestry, religious creed, sex (includes gender and pregnancy), disability (physical and mental, including HIV and AIDS), sexual orientation, age (40 and over), veteran's status, medical condition (cancer or genetic characteristics) or Union membership.
Employees may elect to exercise their right to join and participate in the activities of the Union for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee's membership in said Union. The County and the Union agree that each employee shall be treated equally, fairly and with dignity and respect.

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

Any party alleging a violation of this section shall have the burden of providing the existence of a discriminatory act or acts and or proving that, but for such act or acts, the alleged injury or damage to the grievant would not have occurred.

Complaints based on age, race, color, religion, sex, national origin, marital status, ancestry, disability or sexual orientation shall not be subject to the grievance or arbitration provisions of this agreement. Such complaints shall be processed utilizing the discrimination complaint procedure adopted by the Board of Supervisors. Discrimination complaints based on Union membership and/or activity shall continue to be subject to the grievance procedure and arbitration.

Section 5 UNION RIGHTS

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

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

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

5.3 Steward Program
Union stewards shall mean permanent employees of a department within the units, who are members of, and are designated by, the Union to assist employees in this unit for the purposes of processing grievances. The Supervisory Employee Unit may select up to fourteen (14) stewards.
The Union agrees to notify each department head in writing of the names and titles of the steward(s) representing employees in his/her department and shall send a copy of such notice to the Deputy CAO - Human Resources or his/her designee. Changes to the listing of stewards will be provided by Union as they occur. The County will recognize only employees named on the current list as stewards of 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 prepare grievances and disciplinary appeals of supervisory unit employees in the department to which the steward(s) are assigned subject to the restrictions 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 verbal permission of his/her supervisor and shall report back to his/her supervisor when the grievance or disciplinary work is completed.

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

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

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

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

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

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

Unit F - SEIU
- 5 -

11/10/2011
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. County management may require that disciplinary representation in a particular disciplinary appeal be accorded only through stewards who are also employees of the same department or by a Union staff representative.

J. A Supervisory Unit steward shall represent only employees in the Supervisory Unit. No County employee outside the unit shall serve or be recognized as a steward or in any other Union representative capacity for the Supervisory Unit.

K. There shall be no solicitation of grievances by a Supervisory Unit steward on release time, provided this prohibition on solicitation shall not impair a steward's right to investigate a grievance asserted by a unit member.

L. A Supervisory Unit steward shall not process any grievance or represent any unit employee in any matter where the grievant or appellant employee is a subordinate of the steward.

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

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

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

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

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

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

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

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

5.7 Dues Deduction
All employees covered by this MOU and hired into this bargaining unit after January 1, 1988, shall, within 30 days after hire, as a condition of employment, become and remain members in good standing of SEIU Local 521 or, pay an agency fee to SEIU 521, as provided by law. The County agrees to provide the Union the name, department, job class, and deduction status of all unit employees on a monthly basis.

Upon receipt of written authorization by an employee covered by this MOU, the County shall deduct and remit to SEIU 521, the periodic dues paid by members of the Union.

The County shall not be responsible for deductions of dues in cases of:

1. Termination of employment
2. Removal from covered employment on a temporary or permanent basis
3. Layoff
4. Leave of absence without pay
5. Receipt of insufficient wages during the dues collection period (Example: If the balance of an employee's wages, after all other involuntary and insurance premium
deductions are made in any one pay period, is not sufficient to pay deductions required by this section.)

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

5.8 Agency Fee
Within 30 days after notification to the County by the Union of the names and departments of employees not paying dues as outlined above, the County will, as a condition of continued employment of each such employee, deduct and pay to the Union an agency fee. The amount of the agency fee shall not exceed the monthly dues that are payable by members of the Union. Agency fee deduction shall otherwise be subject to the same terms specified above for union dues. The Agency fee shall be automatically deducted by the County from the employee’s wages and paid to the Union. Questions regarding Section 5.8 Service Fee should be directed to SEIU Local 521 staff.

5.9 Religious objection
An employee who demonstrates and/or certifies satisfactorily to the Union that she/he is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting public employee organizations, shall pay to a registered 501(c)(3) organization an amount equal to the service fee.

The Union shall notify the County within 30 days of the name of any employee who has been designated as a religious objector and is exempt from payroll deduction for dues or agency fees.

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

The Union acknowledges that it has and will continue to comply with all applicable requirements, regulations and provisions of law pertaining to deduction of dues and agency fees. It is agreed that the County assumes no obligation other than that specified herein, whether financial or otherwise, from these provisions.

5.11 Use of County Mail System
The County Email system may be used for Union Business in the following way:

- To send communications to the Administrative Office, Department Heads or other management personnel.
• To send communications to the Officers of the Union and Shop Stewards.
• To send communications to the members notifying them of union meetings.
• To send communications to the members regarding updates of statewide issues which may have impacts on their work such as: legislative changes, upcoming legislation, programmatic materials, research documents or articles addressing innovative changes in the field, state budget updates. NOTE: Any communication deemed by the county to be political in nature is prohibited by state law and the government code. (California Constitution Article 16, Section 6 and California Government Code 8314.)

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

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

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

5.12 Department Meetings
Upon agreement regarding an agenda which has been reviewed by the Deputy CAO - Human Resources or his/her designee and the SEIU Local 521 Executive Director, a department head and his/her designees and designated department union stewards may meet two times per year to discuss issues of mutual concern. If agreeable to both the department head and the stewards, meetings may be more frequent. Meetings shall be held during the department’s normal business hours. A steward attending such a meeting during other than his/her normal assigned shift hours shall be paid straight time pay not to exceed two hours. This article is not subject to the grievance procedure.

Section 6 SAFETY

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

The Union agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisor.
Stewards shall have reasonable access to work locations of unit employees within their own departments to inspect that site for the purpose of ensuring a safe work place. Such access shall be administered in accordance with Section 5.3 above.

6.2 Health and Safety Committee  
The County and Union shall participate in a Countywide Health and Safety Committee, which may meet on a bimonthly basis to review County safety records, policies and programs, and make recommendations for the resolution of health and safety issues brought before them by either the County or the Union. Each party shall furnish the other the agenda items they wish to discuss one (1) week prior to any scheduled meeting. Sections 6.1 and 6.2 of this section are not subject to the grievance procedure.

6.3 Public Works Accident Review Committee  
A Public Works employee shall be notified in writing of a scheduled department Accident Review Committee review of an accident in which the employee was involved. If either at the time of written notice or during the course of the accident review meeting there is reason to believe that the possibility exists for a recommendation for disciplinary action, the employee will be so notified and may have a Union representative present. If a Union representative is not available, the meeting will be postponed until one is available.

Section 7 MANAGEMENT RIGHTS  
The County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: Determine the standards of services to be offered by the constituent departments; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the County operations are to be conducted; determine job classifications of county employees; exercise complete control and discretion over its work and fulfill all of its legal responsibilities.

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

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board of Supervisors, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States and the Constitution and Laws of the State of California.
The exercise by the County through its Board and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure set forth herein.

Section 8 WAGES

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

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

8.3 Compaction

The County recognizes that there is compaction between base pay of Unit F classifications and the base pay of line positions in the same class series. The county and the union shall review compaction issues at negotiations for the successor MOU in 2013.

8.4 Natividad Medical Center – 85th Percentile

The 85th percentile is the outermost limit for clinical positions at Natividad Medical Center. Should any Cost of Living Adjustment be negotiated which when added to the classification’s top step base salary at the time, exceeds the 85th percentile, such salary increase will be advanced only to the 85th percentile of the study available in May of each calendar year.

Section 9 CALL-OFF

Natividad Medical Center employees may be called off their regularly scheduled shifts for lack of work.

A. The order of call off shall be as follows:
1. Anyone who wishes to volunteer for call off
2. Agency/Registry Temporaries
3. County temporaries
4. County permanent employees on overtime
5. County permanent part-time
6. County full-time (The employer will make an attempt to rotate the call-off of employees as much as possible in order to mitigate the impact of the call-off on any single employee.)

B. Natividad Medical Center will attempt to contact the employee at his/her contact phone number at least one and one half hours prior to his/her scheduled shift. Once the attempt to contact the employee is made NMC will not be required to pay the employee show up time. The employer shall maintain a log of each attempt to contact the
employee. The employee shall be responsible for insuring that NMC is utilizing a valid, current contact number.

C. Once an employee is called off duty, the employee is not obligated to make him/herself available for work.

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

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

F. In the case of advance notification (as provided for in Section 9.2 above), temporary call offs shall not be for less than four (4) hours or more than forty (40) in any two consecutive pay periods, during which time the employee’s insurance benefits will continue.

G. Employees may be offered the opportunity, on a voluntary basis, to float to other departments within the hospital depending upon hospital needs and employee skills.

Section 10 OVERTIME

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

Overtime shall be defined as time actually worked in excess of forty (40) hours in a workweek. Natividad Medical Center (8/80) employees shall work schedules agreed to under exemptions allowed by the Fair Labor Standards Act.

For the purposes of this section the hours and corresponding dollar values associated with a county holiday (whether actually worked or not), vacation and compensatory time off shall be counted in calculating the regular rate of pay. An individual employee's work schedule shall not be altered for the purpose of eliminating overtime compensation equal to that earned as a result of the employee using approved vacation or compensatory time off hours.

Within the same work period (seven (7) days for departments for which overtime is defined as time actually worked in excess of forty (40) hours in a work week, or fourteen (14) days for department for which overtime is defined as time actually worked in excess of eighty hours (80) in a pay period) an appointing authority requiring extra hours to be worked by an employee, may require the employee to flex their work hours equal to the
extra hours worked with no less than 30-hours notice to the employee so as not to exceed the overtime threshold for the work period.

A. All County job classes shall be designated overtime eligible, or 2) overtime exempt. Each of the above categories shall be assigned a special code which shall appear beside each class as listed in the County salary resolution.

B. Except as otherwise provided herein, employees in overtime eligible classes shall be compensated for overtime authorized by their Appointing Authority by either 1) compensatory time off at the rate of one and one-half (1-1/2) hours credit for each hour of overtime or, 2) in cash at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

The method of compensation shall be determined by the Appointing Authority after consulting the affected employee as long as the employee's compensatory time off accrual balance is no more than forty (40) hours.

If an employee has a compensatory time off accrual balance of at least forty (40) hours but no more than sixty (60) hours, the employee shall have the choice of compensation for overtime by either compensatory time off or cash.

An employee shall not be allowed to accumulate more than eighty (80) hours of compensatory time off, above which maximum all overtime compensation shall be paid in cash.

All hours worked by non-exempt employees and designation of overtime as compensatory time or cash, shall be reported on payroll sheets submitted to the Auditor-Controller each pay period, and a balance of compensatory time off shall be kept on the employee's check stub. The use of compensatory time off shall be administered by the appointing authority.

C. Employees in overtime exempt classes shall not receive compensation for hours worked beyond forty (40) hours in a work week or eighty (80) hours in a pay period except as may otherwise be authorized by the Board, but may be authorized administrative leave with pay by their Appointing Authority or his/her designee in the event that county operations result in extraordinary work assignments for such employees. Such administrative leave shall not exceed two (2) working days in any pay period. The County Administrative Officer may approve additional administrative leave with pay, upon written request from an employee's Appointing Authority showing special circumstances warranting such leave. Such approval shall be given in writing. The provisions of this item shall be administered by the Appointing Authority, but shall in no way establish any right to any type of overtime compensation for overtime exempt employees, regardless of whatever records are kept by the Appointing Authority.

D. The County agrees to observe all requirements of the Fair Labor Standards Act regarding the compensability of travel time as work time.
E. Employees classified as Supervising Communications Dispatcher shall not be allowed to accumulate (bank) more than one hundred sixty (160) hours of compensatory time off (CTO). The Appointing Authority maintains the right to review the CTO bank, as necessary, for the purpose of increasing or decreasing bank hours.

F. Employees classified as Supervising Forensic Evidence Technician shall accumulate (bank) up to one hundred sixty (160) hours of compensatory time off, above which maximum all overtime shall be paid in cash.

Section 11 SPECIAL PAY PRACTICES

11.1 Shift Differential
A shift differential of one dollar and fifty-five cents ($1.55) per hour shall be paid to all represented employees who, as part of their regular shift, work at least four (4) hours after 7:00 a.m. and whose shift starts after 12:31 p.m.

B. For employees at NMC in the classifications listed below

A shift differential of one dollar and fifty cents ($1.50) per hour shall be paid to all represented employees who, as part of their regular shift, work at least four (4) hours after 3:00 p.m. and whose shift starts after 12:31 p.m. With the exception of a consecutive twelve (12) hour shift that starts at 11:00 a.m.

A shift differential of three dollars ($3.00) per hour shall be paid to employees who, as a part of their regular shift, work at least four (4) hours after 11:00 p.m. and before 7:00 a.m.

Supervising Nurse I/II
Supervising Public Health Nurse
Supervising Public Health Nutritionist
Dietician
Environmental Health Specialist IV
Supervising Clinic Nurse
Supervising Clinical Lab Scientist
Supervising Radiology Technician

11.1.2 Communications Dispatch Designated Regular Hours
Shift differential of one dollar and fifty-five cents ($1.55) shall be paid to employees in the classification of Emergency Communications Shift Supervisor whose work schedule calls for the employee to work at least five hours between 6 p.m. and 6 a.m.

Shift differential shall not be paid for hours not actually worked (i.e. for holidays, vacations, sick leave or other time in paid status but not worked). Shift differential shall not be paid in increments of less than one hour.
11.2 Standby
A. An Appointing Authority may place employees on standby duty. Standby duty refers to a situation where an off duty employee holds him/herself available to report to the assigned site for immediate response as directed by management and in accordance with department policy.

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

Employees placed on standby duty shall be paid Two Dollars Fifty-Five Cents ($2.55) per hour while on standby duty. Holidays shall be compensable for standby duty. Standby duty status and compensation shall cease when the employee is called by telephone or actually reports to the work site for duty. A minimum of one (1) hour of "on duty" pay shall be paid when an employee on standby status is called by telephone or is called in to work. The intent of the parties is to compensate employees for a minimum of one hour, or time actually worked, whichever is greater. It is not the intent that an employee receive a minimum of one hour for each short telephone call received. Eg. It is not the intent that an employee gets eight separate one-minute telephone calls and is paid eight separate one hour minimums, for a total of eight hours pay. Any worker called by telephone or called out while on standby shall receive a minimum of one (1) hour pay. The intent of the parties is to compensate employees for a minimum of one hour, or time actually worked, whichever is greater. For example, if an employee receives calls at 1:00 p.m., 1:15 p.m., 1:20 p.m., 1:55 p.m. and the last call finishes at 2:10 p.m., s/he is credited for one hour and ten minutes, which under the County’s Payroll Time and Leave Reporting policy, would round to one hour and fifteen minutes. And, if an employee receives calls at 1:00 p.m., 1:15 p.m., 1:20 p.m. and 1:45 p.m., s/he is paid for one hour, not four hours. It is not the intent that employees be paid for multiple telephone calls received within a one hour period.

B. Permanent employees at the Health Department who are placed on standby duty in accordance with rules and procedures established by the County for such duty shall be paid at the rate of four dollars and fifty cents ($4.50) per hour. While it is understood that the County has the sole authority to change the rules and procedures will be implemented without notification and an opportunity to respond to the Union. No employee shall be paid for standby duty time and other compensable duty time simultaneously. Time actually worked when called off standby duty will be compensated at the rate of one and one-half (1½) times their regular rate of pay.

C. Notwithstanding other provisions of Section 11.2, Supervising Clinical Laboratory Scientist and Supervising Therapist shall be compensated for standby pay at the rate of $12.00 per hour.

D. Notwithstanding other provisions of the Section 11.2, Supervising Nurse I/II shall be compensated for standby pay at the rate of $20.00 per hour.
11.3 Call-Back
In those situations where an employee who is not on standby duty or otherwise being compensated and who, following the completion of his/her work day and departure from his/her place of employment, is unexpectedly called back and must report to a work site in response to a directive from management because of unanticipated work requirements, that employee shall be credited with a minimum of two (2) hours of work for each call back.

11.4 Bilingual Skill Pay
Bilingual Position Designations
A department head, with the approval of the Assistant CAO - Human Resources or his/her designee, shall designate:

Primary Bilingual Positions
Primary bilingual positions are positions required on a regular basis for an amount of time that, on the average, equals twenty percent (20%) or more of the total work time to utilize bilingual skills in order to perform the job duties. A primary bilingual designation is assigned to a position, not an incumbent, and in the event the incumbent moves to another position or if the primary bilingual designation of the position is removed because the duties no longer meet the criteria for such designation, his/her bilingual pay will cease.

Provisional bilingual employees
A provisional bilingual employee occupies a position for which bilingual skills are not required, but in order to provide necessary services the department must utilize the bilingual skills of the current incumbent. An employee whose bilingual skills are required on a regular basis for an amount of time that, on the average, equals less than twenty percent (20%) of the total work time may be designated as a provisional bilingual employee if there is no alternative method for providing essential bilingual services. Provisional bilingual employee designations expire when any certified incumbent leaves the department in which the designation was made or upon termination of the designation by the department head.

Qualifications:
Ability to qualify for certification of demonstrated proficiency in the required language shall be a requirement for employment in a primary bilingual position, and obtaining certification appropriate for the position within the initial thirty (30) days of employment shall be a condition of continued employment.

Provisional bilingual designations require certification by the Human Resources Division of demonstrated proficiency appropriate for the needs of the department in the required language.

An employee who has received certification of proficiency appropriate for one position may be required to meet new proficiency requirements if he/she moves to a bilingual
designated position, which utilizes a different specialized or technical vocabulary. An employee certified as proficient shall be required to obtain renewal of his/her proficiency certification every five (5) years.

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

An employee occupying a primary bilingual position shall be paid a bilingual pay differential of forty-two dollars ($42.00) per pay period.

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

**Administration**
The Assistant CAO - Human Resources or his/her designee is responsible for administration of the bilingual program including approval of bilingual position designations and proficiency testing and certification.

Administration responsibilities shall also include a periodic review of the number and location of bilingual position designations.

**11.5 Show Up Time**
If a permanent full-time employee reports to work for their regularly scheduled shift and is not permitted to work because of circumstances within the control of the County, that employee shall be entitled to two (2) hours of pay. Employee may be required to perform other duties for the duration of the two (2) hours at the discretion of management.

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

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

The salary on Y-rate shall be only the rate of pay in effect for the employee's class and step on the day prior to the effective date of the Y-rate action, as shown in appendices A and B of the Personnel Policies & Practices Resolution.

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

11.8 Ten Hour Break Rule
Employees in at Natividad Medical Center who are assigned to work a second shift without a ten (10) hour break between shifts shall be paid a premium rate equal to one and one-half (1-1/2) times the appropriate rate of pay as determined in accordance with the standards set forth in Section 9.C for the hours worked in the second shift.

The ten (10) hour break rule shall not apply to: a) hours worked on call back when an employee has been on standby duty under the provisions of subsection 11.2 above; b) hours worked on an employee's regular shift in cases where the additional time worked prior to the regular shift was for three (3) hours or less.

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

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

11.10 Professional Development Stipend
On the first pay period of each new calendar year, Unit employees will receive a professional development stipend of $100. Employees in unpaid leave of absence status as of this date shall also be entitled to this stipend in the pay period following that in which the employee returns to active paid status.

11.11 Emergency Response Team
Employees in the classification of Environmental Specialist IV who serve on the Environmental Health Emergency Response Team shall receive compensation on an hour for hour basis (straight time), for time spent on call-outs outside of their regular work hours. Employees shall be credited with a minimum of three (3) hours of work for all call-outs. (The terms of this paragraph shall not set a precedent to change the overtime eligibility status or FLSA eligibility status of employees in these classifications in any way whatsoever.)
11.12 Longevity/Performance Stipend
When the promotion of an employee from the Health Care bargaining Unit (Unit H) to the Supervisory bargaining unit (Unit F) would result in the employee receiving less than a 5% increase to his/her total regular salary (i.e., compensation received for each regular hour paid) and the employee currently receives the longevity/performance stipend, as provided by the H Unit MOU (Section 36), the employee, upon his/her promotion into the F bargaining unit classification shall retain his/her longevity performance stipend as calculated at the time of promotion.

Employees in the following F Unit classifications shall be eligible for the Longevity/Performance Stipend based on the same terms and conditions applicable to Unit H employees.

- Supervising Nurse I/II
- Supervising Public Health Nurse
- Supervising Public Health Nutritionist
- Dietician
- Environmental Health Specialist IV
- Supervising Clinic Nurse
- Supervising Clinical Lab Scientist
- Supervising Radiology Technician
- Supervising Therapist

Section 12 NO PYRAMIDING

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

Section 13 CLASSIFICATION PLAN MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

D. The employee must perform all of the duties of the higher classification.
For working out of class the employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). Such compensation shall begin on the twenty-first (21st) working day after the assignment to the higher classification.

E. At one hundred eighty (180) days, the working out of class assignment will be reviewed to determine whether it is appropriate for this person to continue working out of class.

F. Employees Working out of Class, or who are removed from Working out of Class duty as a result of poor performance, shall not be subject to unsatisfactory performance evaluation for their participation in said assignment. Participating employees removed from such assignment as a result of unsatisfactory performance shall instead be returned to their official job classification and duties. Failure to successfully complete a Working out of Class assignment, as a result of performance, shall not have an impact on employee’s official job classification or duties.

Section 14 INSURANCE

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

Permanent unit employees who are regularly scheduled to work 40 hours or more in a pay period will be eligible to participate in any of the County's health insurance programs.

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

14.1 Flexible Benefits Plan

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

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

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

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

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

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

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

Health Insurance Contribution
The County's maximum non-elective contribution to the Flexible Benefits Plan for health insurance coverage will be as directed by CalPERS: (Currently, $108.00 per month in 2011 and; $111.00 per month in 2012).
Dental Insurance Contribution
The County's maximum non-elective contribution to the Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only monthly premium for all eligible permanent employees. During the term of this contract, should the dental (employee only premium) non-elective contribution/premium increase, the County will pay the increase. Should, during the term of this contract, the non-elective contribution/premium for dental (employee only premium) decrease, the County shall retain the savings from the decrease.

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

C. County Elective Contributions
The County maximum monthly elective contribution to the employee's Flexible Benefits Plan spending fund will be as follows for full-time, permanent unit employees and part-time, permanent unit employees who are scheduled to work a minimum of forty (40) hours, but less than sixty-four (64) hours:

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

Any balance of elective funds remaining after the employee elects health insurance may be utilized, at the employee's discretion, toward the purchase of dependent health, dependent dental, or dependent vision insurance and/or any other eligible optional benefits which may be made available by the County through this Flexible Benefits Plan.

The use of any elective contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under PERS.

Elective Contribution Payout
For each month that the County elective contribution is not used by an employee to obtain benefit options under this plan, the full amount of funds not utilized shall be paid out, provided the employee has purchased at least individual only health insurance through CalPERS.

14.2 Alternative Benefit Option
Eligible, full-time unit employees, who are regularly scheduled to work sixty-four (64) hours or more per pay period, providing proof of alternative health insurance coverage shall be reimbursed up to:
Monthly County Contribution
Employee/Subscriber up to $310.00 (Monthly)
Dependent up to $248.00 (Monthly)

Eligible, part-time unit employees, who are scheduled to work a minimum of forty (40) hours but less than sixty-four (64) hours in a pay period, providing proof of alternative health insurance coverage, shall be reimbursed up to:

Monthly County Contribution
Employee/Subscriber up to $155.00 (Monthly)
Dependent up to $124.00 (Monthly)

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

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

Administration of this option shall be subject to the County guidelines.

Employees who select employee-only coverage but do not select dependent coverage under the ABO benefit will be eligible to cash out the dependent ABO amount as taxable wages. Employee only dollar benefits are not cashable under any circumstances. County and Union may, by mutual agreement, agree to reopen this Section and meet and confer regarding its terms and conditions at any time during the term of this MOU.

14.3 All Insurance
The County continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include but are not limited to the right to select the carriers and insurance claims administrators after consideration of the recommendations of the Health Insurance Review Committee and prior meeting and consultation with the Union. Changes in insurance carriers or administrators shall not result in any appreciable reduction in benefits. In the event a change in insurance carriers is made, an open enrollment period will be authorized. The County shall provide Union and employees, a thirty (30) day written notice for premium rate changes for the County's self-funded plan.

14.4 Retiree Health Insurance
In reference to Section 14.1, Medical Insurance, should there be a mutual re-opener on health insurance, SEIU may discuss health insurance for retirees.

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

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

- County Administrative Officer appointees 6 Members
- SEIU-521 – 1 Member
- Sheriff 1 Member
- Attorneys 1 Member
- Management Compensation Committee 1 Member
- Insurance Broker Advisory Member

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

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

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

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

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

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

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

14.11 Long-Term Disability Insurance
The County will facilitate the provision of voluntary long-term disability insurance via the payroll deduction process.

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

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

Section 15 STATE DISABILITY INCOME PROTECTION PLAN

It is agreed that unit employees shall be covered by the State Disability Income (SDI) Protection Plan at their expense. The SDI benefit will be integrated with County sick leave benefits.

Section 16 HOLIDAYS

The following listed days shall be observed during the term of this Memorandum as legal holidays. A holiday shall be equal to eight (8) hours for a full-time employee and prorated for part-time employees.

January 1 New Year's Day
Third Monday in January Martin Luther King Jr's Birthday
Third Monday in February Presidents' Day
Last Monday in May Memorial Day
July 4 Independence Day
First Monday in September Labor Day
November 11 Veterans Day
Fourth Thursday in November Thanksgiving
Fourth Friday in November Day After Thanksgiving
December 24 * Christmas Eve
December 25 Christmas

If any of the above listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If one of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed. * Christmas Eve shall be observed as a holiday only on those days when an employee would normally not be scheduled to be off. For example, an employee working a Monday through Friday schedule would observe Christmas Eve as a holiday when December 24th actually falls on a Monday, Tuesday, Wednesday or Thursday. All employees shall receive an equal number of holidays.

Permanent full- and part-time, or seasonal employees who work on a holiday shall be paid for actual hours worked. In addition, the employee shall be entitled to compensatory time or pay for the observed holiday in accordance with Section 10.B. The choice shall be at the employee's discretion, provided the employee indicates her/his choice in writing to management prior to working the holiday.

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

16.1 Floating Holiday
Consistent with County practices and rules regarding the use of floating holidays, the County agrees to provide one additional floating holiday for bargaining unit members. For employees at Natividad Medical Center, the floating holiday shall be kept separate from PTO.

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

Employees hired on a permanent basis after the beginning of the calendar year shall be given a pro rata amount – to the full hour of educational leave based on the number of pay periods remaining in the calendar year in which the employee was hired (e.g., hired at the beginning of pay period No. 8: 26 - 7 = 19, 19/26 x 24 = 18 hrs).

16.2 Winter Recess
In Years 1 and 2 of this Agreement, departments that are able to close (or Division(s) if entire Department is unable to close) between December 25, 2011 and January 1, 2012
and December 25, 2012 and January 1, 2013 shall close to minimize the County’s carbon footprint. The determination for closure shall be made by the Department Head.

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

b. If a Department and/or Division is unable to close during this period, four paid days will be made available by December 24, 2011 in year one of this contract to use by December 23, 2012. Any time not used by December 23, 2012 shall be forfeited. Four paid days will be available by December 24, 2012 in year two of this contract to use by December 23, 2013. Any time not used by December 23, 2013 shall be forfeited.

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

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

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

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

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

c. Prorating

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

ii. Employees whose regularly scheduled shift is less than 80 hours per pay period shall receive Winter Recess time on a pro rata basis according to their regularly scheduled hours (For example, an employee’s regular schedule is 64 hours (0.8 FTE) per pay period. 32 hours x 0.8 FTE = 25.6 hours; employee receives 26 hours of Winter Recess time).
Section 17 VACATION
Effective January 1, 1990, for employees appointed to a permanent or seasonal position, the following vacation schedule shall apply:

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

The maximum annual accrual for employees in this unit shall be four hundred (400) hours. Vacation shall continue to be administered in accordance with the procedures set forth in the Personnel Policies & Practices Resolution except that vacation may be taken as earned during the first six (6) months of employment.

Vacation Buy Back
Supervisory Unit employees may receive a straight-time cash payment for up to forty (40) hours of vacation per calendar year. This vacation buy back shall be subject to the following requirements.

A. Vacation can be cashed out only in increments of eight (8) hours
B. The employee must have taken (used) ten (10) vacation days during the previous calendar year.

Section 18 SICK LEAVE

18.1 Accrual Rate
All unit employees hired prior to February 18, 1984, shall continue to accrue sick leave at a rate of approximately twelve (12) days per year. Employees hired after February 18, 1984, shall continue to earn sick leave at the rate of approximately ten (10) days per year.

18.2 Administration of Sick Leave
Except for the changes in accrual rates set forth in 18.1 the administrative procedures for sick leave shall continue as in effect as of July 1, 1983.

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

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

18.5 Bereavement Leave
Permanent and seasonal employees may be granted use of accumulated sick leave by their Appointing Authority because of death of a father, mother, brother, sister, wife, husband, child, grandparent, or grandchild. Such absence by the employee shall be limited to five (5) working days per occurrence.

As a condition of granting leave for bereavement purposes, the Appointing Authority may request verification of the loss. At the discretion of the Appointing Authority, such leave may be granted because of the death of a mother-in-law, father-in-law, daughter-in-law, or son-in-law.

18.6 Paternal Leave

Maternity (this section applies only to the pregnant individual)
Normal pregnancy and/or complications arising from pregnancy shall be considered an illness and shall be included within the provisions of this section. An employee shall be eligible for leave of absence without pay for maternity leave of up to six (6) months regardless of whether or not said employee has used all accrued sick, vacation and paid-time-off leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay.

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

Employees who elect to participate under the Family Medical Leave / California Family Rights Act during any period of absence resulting from a disability due to pregnancy are required to use accruals and exhaust all accruals before entering unpaid status during any period of disability covered by the Family Medical Leave Act.
Other Parental Leave
A unit employee may request a leave of absence without pay in addition to any vacation or sick leave taken in the event of the birth of a son or daughter or the adoption of a son or daughter less than thirteen (13) years of age. Said leave shall:

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

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

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

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

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

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

18.7 Verification of Sick Leave
County may require medical certification or other substantiating evidence of illness for absences of three (3) consecutive scheduled work days for which sick leave is sought. Verification of sick leave may be requested of employee within a reasonable amount of time before, during, or upon the employee’s return to work.
18.8 Abuse or Inappropriate Use of Sick Leave
Medical certification for an absence of a single scheduled work day may be required if a pattern of abuse or excessive use of sick leave exists.

Section 19 INVOLUNTARY LEAVE WITH PAY

An employee may be placed on involuntary leave with pay and benefits for a period not to exceed twenty (20) working days upon a determination by the County Administrative Officer that circumstances exist that make the immediate removal of the employee to be in the best interests of the County and that the employee cannot be effectively used in his/her job classification within the department.

Involuntary leave with pay is separate from the Discipline Section 27.6.
Section 20 UNIFORM ALLOWANCE

Every newly hired Parks Department employee in a maintenance classification and Sheriff's employee covered by the agreement who is required to have and maintain a uniform shall receive an advance credit to be used exclusively to purchase required uniform items. Said uniform items shall be considered the property of the Parks Department or the Monterey County Sheriff's Office for a period of one year from the newly hired employee's date of appointment. Any employee whose employment is terminated prior to the completion of one (1) year of service shall return all uniform items to the department or refund the full uniform credit. Employees who receive the initial uniform credit shall not receive an additional uniform allowance during their first year of employment.

The new hire advance credits shall be:

- Park Department maintenance classifications: two hundred dollars ($200)
- Sheriff's employees: three hundred and fifty dollars ($350)
  - Sheriff's Records Supervisor (Corrections Specialist Supervisor)

The monthly uniform allowance for those employees eligible for a monthly uniform allowance and which allowance is not covered by the provisions of paragraph one of this section shall be as follows:

- The uniform maintenance allowance for employees in the Sheriff's Office will be Thirty-Five Dollars ($35) per month.
- The Health Department shall provide Animal Services Supervisor the first uniform and a monthly allowance of forty dollars ($40) for the maintenance, repair and replacement of uniforms. If an Officer leaves the classification within one year after receiving the first uniform, all uniform items shall be returned to the Department.
- A uniform maintenance allowance for Parks Department employees in maintenance classifications who are required to maintain a class C uniform shall be Twenty-Five Dollars ($25) per month.

Payments will be made to each eligible employee no less than quarterly in any year.

Natividad Medical Center employees who are required by NMC Dress Code policy to wear a uniform will be issued four uniforms per calendar year. Additional uniforms shall be at the sole expense of the employee. Employees shall be responsible for the care and cleaning of the uniforms, with the exception of NMC laboratory employees. The taxability of such uniforms shall be governed by IRS regulations.

Nothing in this section shall be construed to limit the authority of management to require employees to wear a uniform. If employees not covered by the provisions of this agreement are required to purchase or maintain a uniform, the County agrees to meet and confer with the Union concerning a uniform allowance.
Section 21 SUPERVISORY EMPLOYEES LEAVE

21.1 Supervisory Leave
During each twelve (12) month period beginning January 1, employees in Unit F may, with prior approval of their Appointing Authority, take up to three (3) days (equivalent to 24 hours for a full-time employee) of leave with pay.

This leave may be taken only during the twelve (12) month period in which it was granted and it may not be carried over into any subsequent period. No payment or other compensation for unused supervisory leave shall be allowed.

The decision of the Appointing Authority, approving or denying requests for supervisory leave shall not be subject to the grievance procedure.

Employees hired on a permanent basis after the beginning of the calendar year shall be given a pro rata amount – to the full hour of educational leave based on the number of pay periods remaining in the calendar year in which the employee was hired (e.g., hired at the beginning of pay period No. 8: 26 - 7 = 19, 19/26 x 24 = 18 hrs).

21.2 Educational Leave
During the twelve (12) month period, beginning January 1, an employee may take three (3) additional days of educational leave for training or activities related to his/her career interests. The employee shall give reasonable notice for the use of such educational leave and approval shall not be unreasonably withheld.

Approval by the Appointing Authority for leave that is used for training or educational purposes shall not in any way be construed to imply that the costs of the educational or training program shall be paid for the County or that the employee shall be eligible for tuition reimbursement.

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

Employees hired on a permanent basis after the beginning of the calendar year shall be given a pro rata amount – to the full hour of educational leave based on the number of pay periods remaining in the calendar year in which the employee was hired (e.g., hired at the beginning of pay period No. 8: 26 - 7 = 19, 19/26 x 24 = 18 hrs).

Section 22 PERSONAL PROPERTY REIMBURSEMENT

Whenever an employee engaged in assigned official duties on behalf of the County sustains a loss of personal property, through no fault of the employee, that employee shall be eligible for reimbursement for such personal property.
A request for reimbursement must be submitted by claim to the Appointing Authority no later than thirty (30) calendar days from the date of loss. Management shall review the claim and when circumstances warrant, reimbursement shall be made.

A. Claims based on cash losses or losses due to lost or stolen credit cards shall not be considered.
B. Claims based upon damage to automobiles are subject to the following provisions.

All four (4) conditions must be met before consideration will be given:

1. An employee, who drives his/her car incident to employment, shall have named the County as an additional insured on his/her automobile insurance policy as of the date the employee sustained the loss of his/her automobile.

2. Evidence of the required insurance coverage must be presented.
3. Invoice for work completed must be submitted. Reimbursement is limited to Two Hundred Dollars ($200).
4. The damage must have occurred while the employee was actually using the automobile on authorized County business, away from the employee’s work place.

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

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

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

Section 23 RETIREMENT
Effective upon completion of ERP payroll programming, F Unit employees shall pay 3.5% (three and one half percent) of the 7% (seven percent) employee contribution toward PERS. This 3.5% shall not be retroactive.

23.1 Deferred Compensation
The deferred compensation program shall be made available to permanent employees in the Supervisory Unit F.
Section 24 JURY DUTY

It is understood that employees represented by Union shall continue to be covered by the provisions of the Personnel Policies & Practices Resolution dealing with Jury or Witness Duty.

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

Section 25 GRIEVANCE PROCEDURE

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

A. Disciplinary actions as defined herein that shall be subject to appeal through the procedure contained in this Agreement for the appeal of disciplinary actions;

B. Complaints regarding Affirmative Action, Occupational Health and Safety, Workers' Compensation or discrimination complaints based on age, race, color, religion, sex, national origin, marital status, ancestry, handicap or sexual orientation or the applicable procedures for such complaints;

C. The exercise of any County rights as specified in this Memorandum, so long as the exercise of such rights does not conflict with other provisions of this Agreement;

D. Any impasse or dispute in the meeting and conferring process, or any matter within the scope of representation;

E. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreements.

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

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

25.2 Limited Grievance Procedure Application
An employee shall be entitled to file a grievance which alleges that the County has failed to provide a specific condition of employment which is established by the Personnel Policies & Practices Resolution provided that the enjoyment of such right is not made
subject to the discretion of the department head or the County, and provided further that
the condition of employment which is the subject matter of the grievance is a matter
within the scope of representation as defined in California Government Code Section
3504. Such limited grievances may not be appealed to arbitration.

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

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

The grievant has the right to promptly proceed to the next step within the prescribed time
limits if the appropriate management representative fails to respond within the time limits
specified.

Failure of the aggrieved employee to file an appeal within the prescribed time limits for
any step of the procedure shall constitute abandonment of the grievance.

25.5 Grievance Procedure Steps

Step 1 Discussion with Immediate Supervisor

A. The grievant shall first discuss the grievance informally with his/her immediate
supervisor. The discussion shall be held within fifteen (15) working days of the action
causing the grievance or of the date the action reasonably could have been expected to be
known to the grievant. In no event shall any grievance be accepted for consideration
more than six (6) months from the date of the action causing the grievance, regardless of
the date the action became known to the grievant. Where mutually agreed by the County
and the grievants, grievances involving more than one grievant may be filed directly at
Step 2.

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

Step 2 Formal Written Grievance

A. In the event the employee believes the grievance has not been satisfactorily resolved,
the employee shall submit the grievance in writing on an agreed to prescribed form to the
department head within ten (10) working days after receipt of the immediate supervisor's
verbal response. The grievant shall file one (1) copy with the Human Resources Division.
Such written grievance shall:

1. Fully describe the grievance and how the employee(s) was/were adversely affected;
2. Set forth the section(s) of the Memorandum of Understanding, allegedly violated;

3. Indicate the date(s) of the incident(s) grieved;

4. Specify the remedy or solution to the grievance sought by the employee(s);

5. Identify the grievant and be signed by the grievant;

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

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

The department head or his/her designee shall hold a meeting with the grievant within seven (7) working days of the receipt of the appeal. The department head or his/her designee shall deliver his/her written decision to the grievant and/or his/her representative within three (3) working days of the date of the grievance meeting. The department head's or his/her designee's decision shall include the reasons on which the decision is based and the remedy or correction which has been offered, if any, to the grievant.

Step 3 Personnel Director/Mediation
A. If a grievance is not settled at Step 2 of the procedure, the grievance may be appealed, in writing to the Assistant CAO - Human Resources or his/her designee within ten (10) working days from the receipt of the department head's or his/her designee's written decision. Said grievance appeal must specifically set forth the reason the answer(s) previously provided by management is/are not satisfactory. A meeting may be held by mutual agreement of the parties.

B. The Assistant CAO - Human Resources or his/her designee shall hold a meeting with the grievant within seven (7) working days of the receipt of the appeal. The Assistant CAO - Human Resources or his/her designee shall deliver his/her written decision within ten (10) working days of the date of the meeting.

C. In the event a represented employee chooses to waive a hearing by the Assistant CAO - Human Resources or his/her designee, the Union on behalf of the employee shall, within the ten (10) day appeal period, make a written request to the Assistant CAO - Human Resources or his/her designee to seek within ten (10) working days the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance.

The mediator shall have no authority to resolve the grievance except by agreement of the Union and the County. In the event the grievance is not resolved, neither evidence or
concessions agreed to or offered during mediation shall be admissible at the subsequent hearing.

If the grievance is not resolved through mediation, the Assistant CAO – Human Resources or his/her designee shall issue a written decision.

**Step 4 Arbitration**

A. If a grievance is not settled at Step 3 of the procedure, the Union and only the Union may appeal the grievance in writing to the County Administrative Officer within ten (10) working days from the receipt of the Assistant CAO - Human Resources or his/her designee's written decision.

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

C. The decision of an arbitrator shall be final and binding upon the parties but shall not add to, subtract from, nor otherwise modify the terms and conditions of this Agreement.

D. The parties expressly agree that the term of this section shall expire as of the expiration date of this contract and that the status quo shall revert to a situation where there is no arbitration of grievances that occur after the expiration date of this agreement until or unless a successor agreement is approved by the Board of Supervisors.

**25.6 Notice of Meetings**

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

**25.7 Representation**

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

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

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

D. If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present in such a meeting.
25.8 Grievance Withdrawal
The grievant and his/her representative may withdraw the grievance at any stage of the grievance procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Human Resources Division.

25.9 Grievance Resolution
If a grievance is resolved at Step 2 or 3 in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated. If the employee has been represented by the Union at the Step of the procedure at which a resolution is reached, the Union representative shall also sign the appropriate document acknowledging that the employee has accepted the resolution. Decisions on grievances where an employee represents him/herself shall not be considered precedent setting or binding with regard to any future grievances filed with respect to the same or similar matters.

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

The Union may file group grievances at the second step of the grievance procedure by listing each person who claims to be adversely affected and all other data required in this section.

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

Neither a grievant nor a grievant's representative who is a county employee shall suffer any lost pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.

A. A grievant or a grievant's representative shall notify their supervisor as soon as possible of scheduled grievance hearings and of any changes in the time or date of scheduled hearings in which they must participate.

B. In no event shall a grievant be represented by more than one County employee at the grievance hearings.
Section 26 LAYOFF PROCEDURES

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

The County shall inform the Union regarding the effects of any planned reduction in force or layoffs which will affect a department’s work force.

The department shall contact the Union and offer to discuss the possible reduction and to invite suggestions for possible cost saving alternatives to layoffs. If alternatives to layoffs are not developed by the time the department determines a layoff should occur, the procedure outlined in Section 26.2 below shall be followed.

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

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

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

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

*Excluding the Agricultural Department.

No permanent employee within a department shall be laid off in any class if there are temporary employees in an active status in the same class within that department.

Layoff shall be by ranking sequence of employees except as otherwise provided herein.

A. Rank in Class Defined
For purposes of layoff rank shall be defined as the length of continuous service in a class series as determined by County personnel records while occupying a permanent position within the County. Continuous service for purposes of ranking for layoff shall be defined to include work related injury leave of up to one (1) year's duration.
B. Natividad Medical Center--Temporary Status Option
A permanent employee of Natividad Medical Center subject to layoff shall be entitled to assume temporary employee status in lieu of layoff provided the employee is qualified to assume the duties and responsibilities of an existing temporary position and class. No new temporary positions shall be created for the sole purpose of eliminating permanent employees.

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

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

E. Demotion in Lieu of Layoff
In lieu of layoff, the department head may offer a permanent employee a demotion to any class for which the employee is qualified. Employees demoted in lieu of layoff pursuant to this paragraph shall not be eligible for the "Y" rating procedure. An employee who accepts a demotion in lieu of layoff shall have the right of restoration to his or her former class when an opening occurs and his or her ranking sequence warrants restoration subject to the provisions of Section 26.4 below.

26.3 Notice
Written notice of layoff shall be served on the affected employees in person or mailed by the United States Postal service to the employee's latest address on file with the County.

The layoff notice shall be served or mailed at least twenty-one (21) calendar days prior to the expected effective date of separation unless delay results from consideration of demotion under the provisions of Section 24.2.4. The notice shall include:

A. The reason for the layoff.

B. The effective date of the action.

C. A reference to the provisions governing reemployment.

D. Notice that employment counseling is available.
A copy of the notice shall be given to the Union.

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

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

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

A laid off employee may be removed from the department recall list or a preferred eligible list for any of the following reasons:

- The expiration of one (1) year from the date of layoff,
- Reemployment within the County,
- Failure to accept employment or report to work,
- Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with the County,
- Failure to respond within seven (7) days to a communication regarding availability of employment,
- Request in writing by the laid off employee to be removed from the list.
26.5 Status of Employees Reemployed From a Preferred Eligible List
Employees who are reemployed from a preferred eligible list shall serve a new probationary period, and otherwise be treated as a new employee with the following exceptions:

Former employees who are hired from a preferred eligible list shall be entitled to:
A. Placement at up to step 5 in the class into which they are hired provided that the salary upon rehire does not exceed the salary the employee was receiving at the time of layoff,

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

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

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

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

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

• Restoration of all sick leave credited to the employee's account on the date he was laid off.

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

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

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

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

Unit F – SEIU
- 44 -

11/10/2011
26.8 Appeal Procedure
An employee directly affected by the operation of this policy may, within five (5) working days after a notice of layoff is received, request a meeting with a department head or the department head's designated representative to review the application of this policy as it affects the employee's status. The employee may be accompanied by a representative of the Union.

The Union, and only the Union, after making an attempt to resolve the matter informally, may within seven (7) days of the date of an alleged violation of this policy file a grievance for final consideration and determination at the department head level in accordance with the provisions of the grievance procedure in effect between the County and the Union. A grievance filed in accordance with this paragraph shall not be subject to Section 28, "Arbitration," of this Agreement.

Section 27 DISCIPLINE

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

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

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

The notice of proposed disciplinary action shall include the following:
A. The nature of the disciplinary action;
B. The effective date of the action;
C. The causes for the action in ordinary, concise language with the dates and places thereof, when known;
D. A statement that identifies the material upon which the action is based and states that it is available for inspection; and
E. A statement advising the employee of his/her right to respond either verbally or in writing to the Appointing Authority or his/her designee imposing the disciplinary action prior to the effective date, the right to be represented in that response, and that members of the bargaining unit are represented by SEIU Local 521, and the address and telephone number of the Union office.

27.3 Notice of Implementation of Discipline
In the case of an involuntary leave without pay of three (3) working days or less or an involuntary leave with pay of twenty (20) working days or less, the involuntary leave may be imposed by a single notice containing items A, B, C and D of Section 27.2 above.

This notice shall be delivered to the employee on or as soon after the effective date of the suspension as possible.

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

The notice of disciplinary action shall contain the information in items A, B, C and D of Section 27.2 above and, in addition, shall include a statement as to the right of appeal and representation by a party of his/her own choice and shall include a referral to the section of this Agreement concerning appeals from disciplinary action and shall include a statement that members of the bargaining unit are represented by SEIU Local 521 with the address and the telephone number of the Union office.

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

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

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

27.6 Involuntary Leave Pending Investigation for Disciplinary Action
An Appointing Authority or his/her designee may place an employee under his/her control on involuntary leave from his/her position at any time for reasons of investigation for disciplinary action. Such involuntary leave may be either with or without pay subject to the limits set forth in Section 27.6 of this section.

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

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

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

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

27.10 Absence Without Leave Separation
An employee absent from duty for a period which exceeds three (3) working days without authorized leave shall be considered to have abandoned his/her position and to have automatically resigned.
Such resignation shall be rescinded by the Appointing Authority if the employee can show to the satisfaction of the Appointing Authority that it was impossible to contact the department of employment, provided the employee contacts the department within five (5) working days of notice of separation under this section through United States Mail.

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

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

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

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

The written notice of appeal must:
A. State the basis of the appeal and contain a specific admission or denial of each of the material allegations contained in the notice of disciplinary action, and;

B. Be filed with the County Administrative Officer within ten (10) working days of the effective date of the disciplinary action, and;

C. Indicate which of the available appeal procedures the appeal is being filed under (for instance the LAPS procedures or the procedures set forth in this Agreement).

Appeals to arbitration shall only be filed by the Union.
Failure to appeal within the time limit set forth in this section shall constitute an irrevocable waiver of the right to process the appeal to arbitration.

Within ninety (90) calendar days of the receipt of the appeal to the County Administrative Officer the County and the Union shall agree upon an arbitration hearing date.

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

**Section 28 PROBATIONARY PERIOD**

**28.1 Term of Probationary Period**

Upon each appointment to a permanent position, except as outlined below, an employee shall serve a probationary period of nine (9) months dating from the date of his/her appointment. During the probation period, an employee has no right to appeal and serves at the pleasure of the Appointing Authority.

Employees newly hired into the job class of Communications Supervisor shall serve a one (1) year probationary period. During the one (1) year probationary period, an employee has no right to appeal and serves at the pleasure of the Appointing Authority.

Prior to the conclusion of the nine (9) month probationary period and with approval of the County Administrative Office, the Appointing Authority, may, for cause, extend the probationary period upon furnishing the employee with a statement of the reasons for such extension and the standards that must be met in order for the employee to successfully complete the probationary period.

During the nine (9) month probationary period, a minimum of two (2) performance evaluations shall be completed no later than four (4) and eight (8) months after the initial appointment date.

For those employees serving a one (1) year probationary period, a minimum of two (2) performance evaluations shall be completed no later than five (5) and ten (10) months after the initial appointment date.

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

An employee who has successfully completed the probationary period will be eligible for advancement to the next higher step in a salary range upon completion of one (1) year of continuous service in his/her class. If the County Administrator determines that due to
administrative or clerical error or omission an employee failed to complete probation or to receive a step advancement on the date on which he/she was otherwise eligible, the employee shall be removed from probation or advanced one step effective on the date he/she became eligible.

28.2 Employees Terminated During Probation in a Promotional Class
The parties reaffirm their understanding that employees, who have been promoted and thereafter are dismissed during probation in such promotional class, enjoy no procedural or substantive rights. However, to lessen the impact of a dismissal on such employees, and so that the skills possessed by such employees may be available to the County, the parties agree that such dismissed employees may be returned to their former class if a vacant position exists in that class. If an employee is not returned to his former class, s/he may elect to follow the procedures outlined in section 24.4 "Reemployment of Employees Laid Off" paragraph 3 of this Memorandum of Understanding for placement on a preferred eligible list. An employee electing to pursue placement on a preferred eligible list must notify the Personnel Director of his desire to do so within five (5) working days of notification that s/he will not be returned to his former class.

The decision to place such a dismissed employee on a preferred eligible list shall be in the sole, exclusive, and unreviewable discretion of the County. No action taken by the County concerning an employee dismissed while serving a probationary period shall be subject to appeal, review, or to any grievance procedure or arbitration procedure whether such procedure be contained in this Memorandum of Understanding, the Personnel Resolution of the County of Monterey, the Employee Relations Resolution of the County of Monterey, or any other statute, ordinance, resolution or agreement.

This Section shall not impair the liberty interest rights of any employee.
Section 29 REQUIRED NOTICE

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

This Section shall not be subject to the grievance procedure.

Section 30 PERSONNEL RECORDS

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

All personnel records are the property of the County. Employees shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained by the County. When any comment adverse to an employee’s interest is entered in his/her official personnel records, the employee shall have opportunity to read the adverse entry.

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

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

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

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

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

Unit F – SEIU
- 51 -

11/10/2011
Section 31 TRANSFERS

The County retains the sole right to transfer employees from one (1) work site to another.

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

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

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

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

Section 32 USE OF VOLUNTEERS

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

Section 33 CONTRACTING OUT

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

Unit F – SEIU
- 52 -

11/10/2011
Grievances alleging a violation of this policy shall be filed at step three. The only remedy which may be ordered pursuant to such a grievance is proper compliance with the policy.

The Board of Supervisors may proceed without meeting and discussing if circumstances justify urgency action. Advance written notice of six (6) working days of intention to proceed on such a basis shall be given to the Union prior to any Board action; provided nothing herein shall hamper the Board's lawful exercise of authority under state law in emergency situations.

Section 34 POLYGRAPH EXAMS

It is agreed that the use of polygraph examinations shall be limited to pre-employment background investigations for any higher-level position and investigations in "Criminal Justice" departments into allegations or charges, which, if proven true, may constitute the basis for criminal charges.

No bargaining unit employee shall be required to cooperate with, participate in or submit to any polygraph examinations as a condition of continuing employment except as specified above.

Section 35 EMERGENCY AUTHORITY

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

Whenever practicable, the County will meet and consult with the Union prior to taking action under the authority of this section. After taking action under the authority of this section, the County, upon request, will meet and confer with the Union over the practical consequences that the emergency action taken had on those terms and conditions of employment that are within the scope of representation.
Section 36 REST PERIODS

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

Rest periods may be suspended when unusual emergency conditions require continuous performance of duties in order to protect or preserve life or property.

Rest periods may be suspended for up to five (5) continuous days when short term staffing shortages require continuous work in order to provide essential services; additional suspension of rest periods within thirty (30) days due to staffing shortages requires approval by the Human Resources Director or NMC CEO.

Section 37 PERFORMANCE EVALUATIONS

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

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

An employee who does not agree with the overall rating which he/she receives on his/her written performance evaluation shall discuss and attempt to resolve the differences with his/her immediate supervisor.

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

If the issues are not resolved to the employee’s satisfaction following discussion with the appropriate manager, the employee may within ten (10) working days file a written request for a meeting with the department head. Within ten (10) working days of receipt of a written request stating the unresolved issues and the desired changes in the written performance evaluation, the department head shall meet with the employee to discuss the issues. Within ten (10) working days of said meeting, the department head shall respond in writing to the employee. The decision of the department head shall be final and not subject to the grievance procedure.
Section 38 CONCERTED ACTIVITIES

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

In the event of any work-stoppage, during the term of this Agreement, whether by the Union or by any member of the bargaining unit, the Union by its officers, shall immediately declare in writing and publicize that such work-stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work-stoppage the Union promptly and in good faith performs the obligations of this paragraph, and providing the Union had not otherwise authorized such work-stoppage, the Union shall not be liable for any damages caused by the violation of this provision.

The County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the County shall also have the right to seek full legal redress, including damages, as against any such employee.

Section 39 SEPARABILITY

If any section, subsection, paragraph, clause or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.
Section 40 FULL UNDERSTANDING MODIFICATION, WAIVER

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

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

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

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

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

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

FOR SEIU LOCAL 521


FOR MONTEREY COUNTY


Unit F – SEIU
11/10/2011
- 56 -
MEMORANDUM
OF
UNDERSTANDING
Between
County of Monterey
And
SERVICE EMPLOYEE
INTERNATIONAL
UNION (SEIU)
LOCAL 521
Health Employees Unit H
July 1, 2011 through June 30, 2013

Attachments:
Employee Election Official Program (with changes)
Student Intern Program
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Parties</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Term</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Recognition</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Non-Discrimination</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>Union Rights</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>Safety</td>
<td>11</td>
</tr>
<tr>
<td>7</td>
<td>Management Rights</td>
<td>12</td>
</tr>
<tr>
<td>8</td>
<td>Wages</td>
<td>12</td>
</tr>
<tr>
<td>9</td>
<td>Call-Off</td>
<td>14</td>
</tr>
<tr>
<td>10</td>
<td>Overtime</td>
<td>15</td>
</tr>
<tr>
<td>11</td>
<td>Special Pay Practices</td>
<td>17</td>
</tr>
<tr>
<td>12</td>
<td>No Pyramiding</td>
<td>23</td>
</tr>
<tr>
<td>13</td>
<td>Insurance</td>
<td>23</td>
</tr>
<tr>
<td>14</td>
<td>Deferred Compensation</td>
<td>28</td>
</tr>
<tr>
<td>15</td>
<td>Hours of Work</td>
<td>28</td>
</tr>
<tr>
<td>16</td>
<td>Holidays</td>
<td>30</td>
</tr>
<tr>
<td>17</td>
<td>Vacation, Health Department</td>
<td>32</td>
</tr>
<tr>
<td>18</td>
<td>Involuntary Leave With Pay</td>
<td>32</td>
</tr>
<tr>
<td>19</td>
<td>Paid Time Off, Natividad Medical Center</td>
<td>32</td>
</tr>
<tr>
<td>20</td>
<td>Sick Leave, Health Department</td>
<td>36</td>
</tr>
<tr>
<td>21</td>
<td>Jury Duty</td>
<td>38</td>
</tr>
<tr>
<td>22</td>
<td>Working Out of Classification</td>
<td>38</td>
</tr>
<tr>
<td>23</td>
<td>Personal Property Reimbursement</td>
<td>40</td>
</tr>
<tr>
<td>24</td>
<td>Grievance Procedure</td>
<td>40</td>
</tr>
<tr>
<td>25</td>
<td>Layoff Procedure</td>
<td>45</td>
</tr>
<tr>
<td>26</td>
<td>Discipline</td>
<td>49</td>
</tr>
<tr>
<td>27</td>
<td>Arbitration</td>
<td>53</td>
</tr>
<tr>
<td>28</td>
<td>Personnel Records</td>
<td>54</td>
</tr>
<tr>
<td>29</td>
<td>Transfers and Reassignments</td>
<td>54</td>
</tr>
<tr>
<td>30</td>
<td>Classification Study Requests</td>
<td>55</td>
</tr>
<tr>
<td>31</td>
<td>Professional Committee</td>
<td>56</td>
</tr>
<tr>
<td>32</td>
<td>Educational Leave</td>
<td>56</td>
</tr>
<tr>
<td>33</td>
<td>Use of Volunteers</td>
<td>57</td>
</tr>
<tr>
<td>34</td>
<td>Contracting Out</td>
<td>57</td>
</tr>
<tr>
<td>35</td>
<td>Probationary Period</td>
<td>58</td>
</tr>
<tr>
<td>36</td>
<td>Performance Evaluations</td>
<td>58</td>
</tr>
<tr>
<td>37</td>
<td>&quot;Scrubs&quot; Uniforms</td>
<td>59</td>
</tr>
<tr>
<td>38</td>
<td>Professional Reimbursement</td>
<td>59</td>
</tr>
<tr>
<td>39</td>
<td>Required Notice</td>
<td>60</td>
</tr>
<tr>
<td>40</td>
<td>Concerted Activities</td>
<td>60</td>
</tr>
<tr>
<td>41</td>
<td>Emergency Authority</td>
<td>60</td>
</tr>
<tr>
<td>42</td>
<td>Separability</td>
<td>61</td>
</tr>
<tr>
<td>43</td>
<td>Full Understanding Modification, Waiver</td>
<td>61</td>
</tr>
</tbody>
</table>
SECTION 1 PARTIES
This Agreement is made and entered into between the County of Monterey (herein called the "County"), and the Service Employees International Union, Local 521, CTW-CLC and/or its designee (herein called the "Union") and pursuant to Government Code Section 3500 et seq.

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

SECTION 2 TERM
The term of this Memorandum of Understanding is from July 1, 2011 to and including June 30, 2013 when said Memorandum shall expire and be of no further force or effect.

SECTION 3 RECOGNITION
The County recognizes the Union as the sole and exclusive bargaining agent for all permanent and seasonal employees in classifications listed in the Health Care Representation Unit (Unit H).

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

This Section shall not be subject to the grievance procedure.

3.2 Monterey County Values
The County and the Union affirm the Monterey County Values as presented to the Board of Supervisors on February 5, 1999; specifically,
• We are committed to assuring honesty and integrity in all County actions.
• We are committed to providing top quality customer service.
• We are committed to practicing continuing innovation.
• We are committed to treating our fellow employees, customers and residents with respect and courtesy at all times.
3.3 SEIU Local 521 Values
We stand for economic and social justice. We stand for having a voice on the job and in society. We stand for a secure job with the opportunity to advance. We stand for dignity and respect. We stand united.

SECTION 4 NON-DISCRIMINATION
The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination because of race, color, ethnic group, national origin (including language use restrictions), ancestry, religious creed, sex (includes gender and pregnancy), disability (physical and mental, including HIV and AIDS), sexual orientation, age (40 and over), veteran’s status, medical condition (cancer or genetic characteristics) or Union membership.

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

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

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

SECTION 5 UNION RIGHTS
5.1 Representation
The Union has the right to represent employees in the representation unit as specified by state law and pursuant to the County Employer-Employee Relations Resolution. The Union will notify the County and maintain such notice during the term of this Agreement of its elected officers and directors as well as its staff employees.

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

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

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

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

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

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

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

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

Stewards shall be subject to the following:
A. After obtaining approval from their supervisors, stewards shall be authorized a reasonable amount of time off without loss of pay to investigate and prepare grievances and disciplinary appeals of employees in the department to which the steward(s) are assigned subject to the restrictions in “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 this Agreement. No more than one (1) steward may assist in the investigation or processing of a grievance.

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

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

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

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

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

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

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

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

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

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

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

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

Hospital management will communicate successful methods of accommodating scheduling requests.

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

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

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

• Union recreational, social, and related news bulletins;
• Scheduled Union meetings;
• Information concerning Union elections or the results thereof;
• Reports of official business of Union including reports of committees or the Board of Directors; and

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

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

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

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

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

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

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

To qualify for the designated charity fee deduction, an employee must certify to the Union that he/she is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations.

Such exempt unit employees will be required to submit to the Union a notarized letter certifying that person’s membership in such a religion, body or sect, signed by an official of the bona fide religion, body or sect.

If an employee fails to authorize one of the above deductions within the thirty (30) day authorization period, the County shall notify the employee in writing of his/her contractual obligation to authorize one of the payroll deductions.
If an employee fails to authorize one of the deductions, the Union may seek enforcement through the courts. Questions regarding Section 5.8 Service Fee should be directed to SEIU Local 521 staff.

B. Service Fee as Condition of Employment
After May 7, 1988, all employees hired into the unit who fail to authorize a union dues deduction or service fee deduction must, as a condition of their continued employment, authorize a service fee deduction within thirty (30) days following the beginning of their employment. The employee may avail him/her self of the options set forth in A above. If an employee fails to meet this obligation the Union will make a written request to the County to take the necessary steps to separate that employee from County service. The County will inform the Union of all new hires.

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

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

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

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

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

2. A unit employee who is subject to the payment of a representation service fee hereunder has certain legal rights to object to that part of the fee payable by him or her which represents the employee’s additional pro rata share of expenditures by the Union that is utilized for expenditures not incurred for the purpose of performing the duties
incident to effective representation in employer-employee relations. An employee wishing to exercise these rights must contact the Union office at 334 Monterey Street, Salinas, California 93901.

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

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

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

5.9 Use of County Mail System
The County Email system may be used for Union Business in the following way:

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

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

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

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

5.10 Monthly Employee Information
The County agrees to provide the Union with the name, department, class and payroll deduction status of all Unit employees on a monthly basis.
SECTION 6 SAFETY

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

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

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

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

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

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

6.5 Non-Grievable
This Section is not subject to the grievance procedure.
SECTION 7 MANAGEMENT RIGHTS

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

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

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

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

SECTION 8 WAGES

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

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

8.3 85th percentile
The 85th percentile is the outermost salary limit for the positions listed below; therefore, should any subsequent Cost of Living Adjustment be negotiated which when added to the classifications top step base salary at the time, exceeds the 85th percentile of the study available in May of each calendar year.
Cardiopulmonary Technician I/II
Senior Cardiopulmonary Technician I/II
Clinical Lab Assistant
Sr. Clinical Lab Assistant
Clinical Lab Technician
Clinical Lab Scientist
Sr. Clinical Lab Scientist  
Nuclear Medicine Technologist  
Sonographer  
Physical Therapist Assistant

8.4 Competency and Certification Pay at NMC

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

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

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

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

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

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

- Mamography 10%
SECTION 9 CALL-OFF

Natividad Medical Center employees may be called off their regularly scheduled shifts for lack of work.

A. The order of call off shall be as follows:
1. Anyone who wishes to volunteer for call off
2. Agency/Registry Temporaries
3. County temporaries
4. County permanent employees on overtime
5. County permanent part-time
6. County full-time (The employer will make an attempt to rotate the call-off of employees as much as possible in order to mitigate the impact of the call-off on any single employee.)

B. Natividad Medical Center will attempt to contact the employee at his/her contact phone number at least one and one half hours prior to his/her scheduled shift. Once the attempt to contact the employee is made NMC will not be required to pay the employee show up time. The employer shall maintain a log of each attempt to contact the employee. The employee shall be responsible for insuring that NMC is utilizing a valid, current contact number.

C. Once an employee is called off duty, the employee is not obligated to make him/herself available for work.

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

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

F. In the case of advance notification (as provided for in Section 9.2 above), temporary call offs shall not be for less than four (4) hours or more than forty (40) in any two consecutive pay periods, during which time the employee’s insurance benefits will continue.

G. Employees may be offered the opportunity, on a voluntary basis, to float to other departments within the hospital depending upon hospital needs and employee skills.
SECTION 10 OVERTIME

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

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

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

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

A. Exempt/Non-Exempt

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

B. Overtime Compensation

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

1. Compensatory time off at the rate of one and one-half (1 1/2) hours credit for each hour of overtime or,
2. In cash at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.
   • Employees in overtime eligible classes shall be compensated for work in excess of twelve (12) consecutive hours in a twenty-four (24) hour period as authorized by their Appointing Authority by cash payment at the rate of two (2) times the employee's base rate of pay.
   • The Appointing Authority shall determine the method of compensation after consulting the affected employee.
Credit for compensatory time off shall be reported on payroll sheets submitted to the Auditor-Controller each pay period, and a balance shall be kept on the employee's check stub. The Appoint Authority shall administer the use of compensatory time off.

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

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

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

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

Cardiopulmonary Technician I & II
Senior Cardiopulmonary Technician
Clinical Laboratory Scientist
Senior Clinical Laboratory Scientist
Clinical Laboratory Assistant
Senior Clinical Laboratory Assistant
Radiologic Technologist
Senior Radiologic Technologist
Licensed Vocational Nurse
Nursing Assistant
Healthcare Technician
Senior Healthcare Technician
Occupational Therapist
Pharmacist
Physical Therapist
Pharmacy Technician
Senior Pharmacy Technician
Nuclear Medicine Technician
Notwithstanding any other provision of this Memorandum, time spent by employees in the above listed classes in unit meetings or mandatory in-service training classes shall be compensated at straight time.

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

SECTION 11 SPECIAL PAY PRACTICES

11.1 Differentials
A. For Unit H employees at NMC

A shift differential of one dollar and fifty cents ($1.50) per hour shall be paid to all represented employees who, as part of their regular shift, work at least four (4) hours after 3:00 p.m. and whose shift starts after 12:31 p.m. With the exception of a consecutive twelve (12) hour shift that starts at 11:00 a.m.

A shift differential of three dollars ($3.00) per hour shall be paid to employees who, as a part of their regular shift, work at least four (4) hours after 11:00 p.m. and before 7:00 a.m.

B. All Unit H employees of the Health Department shall be paid fifty-five ($0.55) cents per hour for p.m. Nightshift hours worked.

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

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

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

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

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

E. Natividad Medical Center
1. An NMC employee who is required to hold him/herself available to report to the Hospital within 30 minutes in the below listed classes shall be compensated for standby pay at the rate of twelve dollars ($12) per hour.
   - Cardiopulmonary Technician I & II
   - Senior Cardiopulmonary Technician
   - Sonographer
   - Senior Sonographer
   - Radiologic Technologist
   - Senior Radiologic Technologist
   - Pharmacist
   - Clinical Lab Scientist
   - Clinical Lab Assistant
   - Senior Clinical Lab Scientist
   - Senior Clinical Lab Assistant

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

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

F. Health Department

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

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

While it is understood that the County has the sole authority to change the rules and procedures by which administered, no substantive changes in said rules and procedures will be implemented without notification and an opportunity to respond by the Union.
11.3 Ten Hour Break Rule
Employees of Natividad Medical Center who are assigned to work a second shift without a ten (10) hour break between shifts shall be paid a premium rate equal to one and one-half (1 1/2) times their regular rate of pay for hours worked in the second shift. For purposes of this policy, a shift is defined as a period of more than eight (8) hours.

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

A. Hours worked on call back when an employee has been on standby duty under the provisions of subsection 11.2 above;

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

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

D. The following classifications:
   Cardiopulmonary Technician I & II
   Senior Cardiopulmonary Technician
   Clinical Lab Assistant
   Senior Clinical Lab Assistant
   Sonographer
   Senior Sonographer
   Physical Therapist Assistant
   Clinical Lab Technician
   Clinical Lab Scientist
   Senior Clinical Lab Scientist

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

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

11.5 Call Back
In those situations where an employee who is not on standby duty or otherwise being compensated and who, following the completion of his/her work day and departure from
his/her place of employment, is unexpectedly called back and must report to a work site in response to a directive from management because of unanticipated work requirements, that employee shall be credited with a minimum of two (2) hours of work. The employee may be required to perform other duties for the duration of the two (2) hours at the discretion of management.

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

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

Question: How much work time is credited to the employee?
Answer: Two (2) hours.

Question: If the above employee is called back again at 11:30 p.m., does he/she receive another two (2) hour call back minimum?
Answer: No.

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

Question: If the above employee is then called back at 4:15 a.m. after finishing the 3:00 a.m. call back, does he/she receive another call back minimum?
Answer: No.

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

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

An employee occupying a primary bilingual position shall be paid a bilingual pay differential of forty dollars ($40.00) per pay period.
An employee occupying a provisional bilingual position shall be paid a bilingual pay differential of twenty dollars ($20.00) per pay period.

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

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

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

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

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

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

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

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

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

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

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

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

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

11.11 Mileage

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

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

11.12 Travel Time

Pursuant to the Fair Labor Standards Act, non-exempt employees who are a passenger travelling outside of their regular scheduled shift shall be paid for those hours that fall within their regular scheduled shift only. Non-exempt employees who are driving for travel outside of their regular scheduled shift shall be paid for those hours during which they are driving.
11.13 Meal Break
If an employee is precluded from receiving any meal break, then such hours shall be compensated as regular hours.

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

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

SECTION 12 NO PYRAMIDING
Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this MOU may apply. In a situation where there are multiple overtime provisions that apply, the highest shall prevail.

SECTION 13 INSURANCE AND RETIREMENT BENEFITS
The County will provide medical insurance through the Public Employees' Retirement System (PERS) medical insurance program. All rules, regulations and procedures with respect to plan eligibility, benefits, claims payments and customer service procedures, etc for the CalPERS plans are established by CalPERS. The County makes no representations or guarantees whatsoever with respect to the CalPERS health insurance plans.

Permanent unit employees who are regularly scheduled to work 40 hours or more in a pay period will be eligible to participate in any of the County's health insurance programs. Retired employees, dependent upon group coverage conditions, may be eligible for group health care coverage. If a retired employee meets all eligibility requirements and requests health insurance coverage, the County will contribute toward the monthly premium as directed by CalPERS: (Currently, $108.00 per month in 2011 and; $111.00 per month in 2012).

13.1 Flexible Benefits Plan
A. General Provisions
The County will make available a Flexible Benefits Plan to all employees. Employees may elect from the following optional benefits:
  • Employee medical coverage under CalPERS
  • Dependent medical coverage under CalPERS
  • No medical coverage
• Employee dental coverage under the County's self-funded plan
• Dependent dental coverage under the County's self-funded plan
• No dental coverage
• Employee vision coverage under VSP
• Dependent vision coverage under VSP
• No vision coverage
• Any other eligible optional benefits which may be made available by the County through this Flexible Benefits plan

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

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

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

B. County Non-Elective Contributions

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

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

Employees shall not have the option of using the non-elective contributions for any other purpose other than for purchasing employee health, employee dental and employee vision insurance. Non-elective contributions not used to purchase employee health, dental and vision insurance will be forfeited.
Health Insurance Contribution
The County's maximum non-elective contribution to the Flexible Benefits Plan for health insurance coverage will be as directed by CalPERS: (Currently, $108.00 per month in 2011 and; $111.00 per month in 2012).

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

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

C. County Elective Contributions
The County maximum monthly elective contribution to the employee's Flexible Benefits Plan spending fund will be as follows for full-time, permanent unit employees and part-time, permanent unit employees who are scheduled to work a minimum of forty (40) hours, but less than sixty-four (64) hours:

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

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

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

Employee/Subscriber up to $310.00 (Monthly)
Dependent up to $248.00 (Monthly)

Eligible, part-time unit employees, who are scheduled to work a minimum of forty (40) hours but less than sixty-four (64) hours in a pay period, providing proof of alternative health insurance coverage, shall be reimbursed up to:

Employee/Subscriber up to $155.00 (Monthly)
Dependent up to $124.00 (Monthly)

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

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

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

13.3 All Insurance

The County continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include but are not limited to the right to select the carriers and insurance claims administrators after consideration of the recommendations of the Health Insurance Review Committee and prior meeting and consultation with the Union. Changes in insurance carriers or administrators shall not result in any appreciable reduction in benefits. In the event a change in insurance carriers is made, an open enrollment period will be authorized. The County shall provide Union and employees, a thirty (30) day written notice for premium rate changes for the County’s self-funded plan.

13.4 Retiree Health Insurance

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

13.5 Life

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

13.6 Health Insurance Review Committee

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

County Administrative Officer appointees 6 Members
SEIU-521 – 2 Members
MCRNA – 1 Member
Sheriff 1 Member
Attorneys 1 Member
Management Compensation Committee 1 Member
Insurance Broker Advisory Member
The Committee shall meet on a monthly basis and shall review experience reports and other pertinent information and may make recommendations on plan administration and/or structure to the County Administrative Officer.

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

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

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

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

For an employee participating in the Paid Time Off Plan, he/she shall receive one additional month of County paid medical insurance for the employee only for every eighty (80) hours of sick leave accrual balance, or forty (40) hours of PTO he/she had as of the first day of continuous absence resulting from the condition which qualifies him/her for SDI benefits.
Workers Compensation:
When an employee on leave of absence is receiving Workers Compensation payments and he/she is utilizing integration of accrued sick leave to equal normal salary, he/she shall receive County paid medical insurance and his/her regular County contribution toward dependent medical insurance, if any, until he/she has zero (0) sick leave accrual balance.

13.11 Long-Term Disability Insurance
The County will facilitate the provision of voluntary long-term disability insurance via the payroll deduction process.

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

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

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

SECTION 14 DEFERRED COMPENSATION
The deferred compensation program is available to permanent employees in the Health Care Unit.

SECTION 15 HOURS OF WORK
A. Natividad Medical Center
1. For Natividad Medical Center employees, the regular work schedule is eighty (80) hours of work within a biweekly pay period of fourteen (14) consecutive calendar days beginning at 12:01 a.m. on the first Saturday of a pay period.

2. Regularly assigned work schedules vary depending upon hospital needs from 40 to 80 hours per pay period. Benefit eligible employees are budgeted for a minimum of forty (40) hours per pay period. Paid Time Off, sick leave, education leave, and retirement benefits accruals vary each pay period according to number of hours actually worked and shall accrue hour for hour for each hour worked in excess of the minimum of assignments.
3. Except as provided in paragraph 4 below, a full-time work day is eight (8) sequential hours of work exclusive of a meal period of at least thirty (30) minutes. There will be a rest period of 15 minutes during each half-shift of more than four hours. A rest period is considered hours worked for pay purposes.

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

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

B. Departments other than NMC

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

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

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

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

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

An employee shall request an alternate work schedule in writing. Approval of alternate work schedules is at the sole discretion of the Appointing Authority.
Except in cases of emergency or concerns about an employee's work performance, an employee on an alternate work schedule shall be given fourteen (14) calendar days notice prior to being returned to a standard work schedule.

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

SECTION 16 HOLIDAYS

The following listed days shall be observed as legal holidays by Health Department employees and shall be considered as holidays for Natividad Medical Center employees during the term of this Memorandum. A holiday shall be equal to eight (8) hours for a full-time employee and pro-rated for part-time employees.

- January 1 - New Years Day
- Third Monday in January - Dr. Martin Luther King Jr's Birthday
- Third Monday in February - President's Day
- Last Monday in May - Memorial Day
- July 4 - Independence Day
- First Monday in September - Labor Day
- November 11 - Veterans Day
- Fourth Thursday in November - Thanksgiving
- Fourth Friday in November - Day After Thanksgiving
- December 25 - Christmas

If any of the above listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If one of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed.

When December 24th actually falls on a Monday, Tuesday, Wednesday or Thursday, Christmas Eve shall be observed as a full County holiday. For those not working a Monday through Friday schedule, they will receive the same holiday benefits.

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

16.1 Floating Holiday
Consistent with County practices and rules regarding the use of floating holidays, the County agrees to provide one floating holiday for bargaining unit members in accordance with the terms and conditions afforded to other SEIU units. For employees at Natividad Medical Center, the floating holiday shall be kept separate from PTO. One floating
holiday per calendar year may be taken before or by December 31 of each year. This holiday will not carry over from year to year and no compensation will be paid for this unused holiday. A floating holiday shall be equal to eight (8) hours for a full-time employee and pro-rated for part-time employees.

16.2 Winter Recess

In Years 1 and 2 of this Agreement, departments that are able to close (or Division(s) if entire Department is unable to close) between December 25, 2011 and January 1, 2012, and December 25, 2012 and January 1, 2013, shall close to minimize the County's carbon footprint. The determination for closure shall be made by the Department Head.

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

b. If a Department and/or Division is unable to close during this period, four paid days will be available by December 24, 2011 in year one of this contract to use by December 23, 2012. Any time not used by December 23, 2012 shall be forfeited. Four paid days will be available by December 24, 2012 in year two of this contract to use by December 23, 2013. Any time not used by December 23, 2013 shall be forfeited.

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

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

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

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

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

c. Prorating

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

ii. Employees whose regularly scheduled shift is less than 80 hours per pay period shall receive Winter Recess time on a pro rata basis.
according to their regularly scheduled hours (For example, an employee’s regular schedule is 64 hours (0.8 FTE) per pay period. 32 hours x 0.8 FTE = 25.6 hours; employee receives 26 hours of Winter Recess time).

SECTION 17 VACATION, HEALTH DEPARTMENT
For employees of the Health Department in Unit H appointed to a permanent position the following vacation schedule shall apply:

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

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

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

SECTION 18 INVOLUNTARY LEAVE WITH PAY
An employee may be placed on involuntary leave with pay and benefits for a period not to exceed twenty (20) working days upon determination by the County Administrative Officer that circumstances exist that make the immediate removal of the employee to be in the best interests of the County and that the employee cannot be effectively used in his/her job classification within the department.[For Involuntary Leave Pending Investigation for Disciplinary Action, refer to Section 26.F]

SECTION 19 PAID TIME OFF, NATIVIDAD MEDICAL CENTER
A. Paid Time Off Coverage
Paid Time Off (PTO) shall only apply to employees in Unit H occupying permanent positions at Natividad Medical Center.

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

PTO is established to allow the employee greater flexibility and control in the use of his/her leave package.
C. Paid Time Off Accrual Rate
Each permanent full-time employee at Natividad Medical Center in Unit H shall earn PTO according to the following accrual schedule.

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

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

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

E. Paid Time Off Accrual Balance Maximum
The maximum PTO balance that is allowed is 400 hours.

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

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

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

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

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

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

- Holiday falls on a regularly scheduled day to work and employee does not work – number of hours in employee's regular shift deducted from PTO.

- Holiday falls on a regularly scheduled day to work and employee works – no time is deducted from PTO bank. Employee is paid time and one-half (1½) for all hours worked.

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

- Holiday falls on scheduled day off and employee does not work – nothing is deducted since holidays are in PTO accrual rate.

- Holiday falls on scheduled day off and employee works – no deduction from PTO bank and employee paid time and one-half for all hours worked.

K. Pay Off of Paid Time Off Upon Separation

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

L. Family Sick Paid Time Off

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

M. Paid Time Off (PTO) Bereavement Leave

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

Maternity (this section applies only to the pregnant individual)

Normal pregnancy and/or complications arising from pregnancy shall be considered an illness and shall be included within the provisions of this section. An employee shall be eligible for leave of absence without pay for maternity leave of up to six (6) months regardless of whether or not said employee has used all accrued sick, vacation and paid-time-off leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay.

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

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

Other Parental Leave

A unit employee may request a leave of absence without pay in addition to any vacation or sick leave taken in the event of the birth of a son or daughter or the adoption of a son or daughter less than thirteen (13) years of age. Said leave shall:

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

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

Other Parental Leave – Baby Bonding

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

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

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

A unit employee may request a leave of absence in the event of a certified, serious health condition of their child. This leave, when taken concurrent with FMLA/CFRA shall:
• Be granted to any one eligible employee for up to 12 weeks of absence within a 12-month period defined by the calendar year;
• If both parents are eligible for FMLA/CFRA and employed by the County, the employees may not exceed a combined total of 12 weeks of absence;
• Require the use of accruals, other than sick leave;
• In the event accruals are exhausted, the employee may be approved for unpaid FMLA/CFRA.

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

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

SECTION 20 SICK LEAVE, With the exception of NMC
A. Sick Leave Accrual Rate
Employees shall accrue sick leave at the rate of 3.05 hours per pay period (approximately ten (10) days

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

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

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

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

F. Parental Leave

Maternity (this section applies only to the pregnant individual)
Normal pregnancy and/or complications arising from pregnancy shall be considered an illness and shall be included within the provisions of this section. An employee shall be eligible for leave of absence without pay for maternity leave of up to six (6) months regardless of whether or not said employee has used all accrued sick, vacation and paid-time-off leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay.

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

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

Other Parental Leave
A unit employee may request a leave of absence without pay in addition to any vacation or sick leave taken in the event of the birth of a son or daughter or the adoption of a son or daughter less than thirteen (13) years of age. Said leave shall:

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

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

Other Parental Leave – Baby Bonding
A unit employee may request a leave of absence in the event of the birth of a son or daughter or the adoption of a son or daughter in accordance with State and Federal laws pertaining to adoption. This leave, when taken concurrent with FMLA/CFRA shall:
• Be identified as Baby Bonding (under CFRA, if eligible);
• Be identified as Baby Bonding (under FMLA if eligible);
• May be granted to any one employee for up to 12 weeks of absence within 12 months of birth or placement for adoption;
If both parents are eligible for FMLA/CFRA and employed by the County, the employees may not exceed a combined total of 12 weeks of absence;
- Require the use of accruals, other than sick leave;
- In the event accruals are exhausted, the employee may be approved for unpaid FMLA/CFRA.

Other Parental Leave (FMLA/CFRA, certified, serious health condition of a child)
A unit employee may request a leave of absence in the event of a certified, serious health condition of their child. This leave, when taken concurrent with FMLA/CFRA shall:
- Be granted to any one eligible employee for up to 12 weeks of absence within a 12-month period defined by the calendar year;
- If both parents are eligible for FMLA/CFRA and employed by the County, the employees may not exceed a combined total of 12 weeks of absence;
- Require the use of accruals, other than sick leave;
- In the event accruals are exhausted, the employee may be approved for unpaid FMLA/CFRA.

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

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

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

SECTION 21 JURY DUTY
It is understood that employees represented by the Union shall continue to be covered by the provisions of the Personnel Policies and Practices Resolution dealing with jury or witness duty.

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

SECTION 22 WORKING OUT OF CLASSIFICATION
In order for an employee to receive working out of class pay all of the following criteria must be met:
a. The employee must be assigned to a higher classification whose salary range is at least five percent (5%) higher than the range of the employee's regular classification.

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

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

d. The employee must perform all of the duties of the higher classification. For working out of class the employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). Such compensation shall begin on the twenty-first (21st) working day after the assignment to the higher classification.

e. At one hundred eighty (180) days, the working out of class assignment will be reviewed to determine whether it is appropriate for this person to continue working out of class.

f. Employees Working out of Class, or who are removed from Working out of Class duty as a result of poor performance, shall not be subject to unsatisfactory performance evaluation for their participation in said assignment. Participating employees removed from such assignment as a result of unsatisfactory performance shall instead be returned to their official job classification and duties. Failure to successfully complete a Working out of Class assignment, as a result of performance, shall not have impact on employee’s official job classification or duties.
SEC 23 PERSONAL PROPERTY REIMBURSEMENT

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

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

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

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

No reimbursement shall be granted for losses covered by some other source, insurance policy or agency. A maximum limit of two hundred dollars ($200) per incident shall apply to all claims for reimbursement. No claims for reimbursement for items having a present value of less than ten dollars ($10) shall be considered.

SEC 24 GRIEVANCE PROCEDURE

24.1 Grievance Defined

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

a. Disciplinary actions as defined herein which shall be subject to appeal through the procedure contained in this agreement for the appeal of disciplinary actions.

b. Complaints regarding Equal Opportunity, Occupational Health and Safety, Workers' Compensation or discrimination complaints based on age, race, color, religion, sex, national origin, marital status, ancestry, handicap or sexual orientation or the applicable procedures for such complaints.

c. The exercise of any County rights as specified in this Memorandum, so long as the exercise of such rights does not conflict with other provisions of this agreement.

Unit H - SEIU

- 40 -

11/10/2011
d. Any impasse or dispute in the meeting and conferring process, or any matter within the scope of representation.
e. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreements.

The Union shall be entitled to file a grievance on behalf of an employee adversely affected by a grievable matter.
The Union may file a grievance on its own behalf only on those matters which pertain to the rights of the Union as an organization as specified in Section 5 of this agreement.

24.2. Limited Grievance Procedure Application
An employee shall be entitled to file a grievance which alleges that the County has failed to provide a specific condition of employment which is established by the Personnel Policies and Practices Resolution provided that the enjoyment of such right is not made subject to the discretion of the department head or the County, and provided further that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504. Such limited grievances may not be appealed to arbitration.

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

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

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

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

The grievant has the right to promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

24.5. Grievance Procedure Steps
Step 1: Discussion with Immediate Supervisor
A. The grievant shall first discuss the grievance informally with his/her immediate supervisor, or in his/her absence, the next level manager. The discussion shall be held within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant. In no event shall
any grievance be accepted for consideration more than six (6) months from the date of
the action causing the grievance, regardless of the date the action became known to the
grievant. Where mutually agreed by the County and the grievant, grievances involving
more than one grievant may be filed directly at Step 2.

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

Step 2: Formal Written Grievance
A. In the event the employee believes the grievance has not been satisfactorily resolved,
a grievance will be submitted in writing to the department head within ten (10) working
days after receipt of the immediate supervisor's verbal response. One (1) copy of the
grievance shall be filed with departmental Human Resources and County Labor
Relations. Such written grievance shall:

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

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

C. Within seven (7) working days of receipt of the grievance, the immediate supervisor
shall:
1. Meet the grievant to discuss the grievance at the request of either party (i.e., the
grievant, the grievant's representative or the supervisor);
2. Deliver his/her written decision outlining the reasons behind the decision to the
grievant and his/her representative within three (3) working days following the meeting,
if held, or, if no meeting was held, within ten (10) working days of the receipt of the
grievance.

D. Any grievance settled at this step shall be subject to the review and confirmation of
the respective department head before the settlement may become effective. Such review
will occur within five (5) working days or the grievance will automatically be moved to
Step 3. In the event the department head does not confirm the settlement, the grievant
may initiate Step 3 of this procedure.
Step 3: Department Head Review
A. If a grievance is not settled at Step 2 of this procedure, the grievance may be appealed to the department head in writing within ten (10) working days from the receipt of the decision of the immediate supervisor or his/her failure to respond to the grievance.

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

B. In submitting the grievance to Step 3, the grievant or Union may request a meeting with the department head.

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

Step 4: Assistant CAO - Human Resources/Mediation
A. If a grievance is not settled at Step 3 of the procedure, the grievance may be appealed, in writing, to the Assistant CAO - Human Resources or his/her designee within ten (10) working days from the receipt of the department head's written response. Said grievance appeal must specifically set forth the reason the answer(s) previously provided by management is/are not satisfactory. A meeting may be held by mutual agreement of the parties.

B. Within ten (10) working days from receipt of the grievance, the Assistant CAO - Human Resources or his/her designee shall deliver his/her written decision to the grievant and his/her representative. Said decision shall be final and binding, except as provided in the Arbitration section.

C. In the event a represented employee chooses to waive a hearing by the Assistant CAO - Human Resources or his/her designee, the Union on behalf of the employee shall, within the ten (10) day appeal period, make a written request to the Assistant CAO - Human Resources or his/her designee to seek within 10 working days the assistance of a mediator from the State conciliation service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of the Union and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at the subsequent hearing.

If the grievance is not resolved through mediation, the Assistant CAO - Human Resources or his/her designee shall issue a decision which shall be final and binding except as outlined in the provisions of this agreement concerning arbitration.
24.6. Notice of Meetings
The County and the grievant or the grievant's representative shall be responsible for giving notice of meetings and conferences to their representative parties at least twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.

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

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

A grievant may not change his/her designation of representative organization during the processing of a grievance, except by mutual agreement of the parties. If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present in such a meeting.

24.8. Grievance Withdrawal
The grievant and his/her representative may withdraw the grievance at any state of the grievance procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Human Resources Division.

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

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

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

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

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

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

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

SECTION 25 LAYOFF PROCEDURE
25.1. Policy
The County may layoff an employee because of lack of work, lack of funds, material change in duties or organization, or in the interest of economy or causes outside the County's direct control. The County shall inform SEIU Local 521 regarding the effects of any planned reduction in force or layoffs which will affect the department's work force.

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

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

The County shall give SEIU Local 521 written, advance notice of any layoff of a union member.
25.2. Procedure
Layoffs will be determined within County departments, not the County as a whole. In the event of a reduction in force in a department, the department head shall designate the classes, positions, and number of employees to be eliminated. The department at this time shall provide the Union with a current seniority list for those employees and classes affected.

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

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

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

1. Rank in Class Defined
2. Rank shall be defined as the length of continuous service in a class series as determined by County personnel records while occupying a permanent position within the County. Continuous service for purposes of ranking for layoff shall be defined to include work related injury leave of up to one (1) year’s duration.
3. Natividad Medical Center—Temporary Status Option
4. A permanent employee of Natividad Medical Center subject to layoff shall be entitled to assume temporary employee status in lieu of layoff provided the employee is qualified to assume the duties and responsibilities of an existing temporary position and class. No new temporary positions shall be created for the sole purpose of eliminating permanent employees.
5. Order of Layoff, Exception to Ranking Sequence
6. Layoffs of employees within each category of employment status within a department and within a class series shall be based on ranking sequence unless it can be demonstrated that: 1) an employee possesses special skills, training, or abilities, or 2) the employee’s past job performance or disciplinary record justifies an alternative ranking, or 3) the employee may be, by virtue of ranking sequence subject to disparate treatment.
7. Ranking in Previous Class
8. A permanent full-time employee may elect to be ranked with employees in any class in the same department with the same or lower salary in which the employee has served in permanent status in the County service. An employee must notify his/her Appointing Authority within two (2) days after receipt of written notice of layoff of election of this option except if the second day following notice of layoff is not a regularly scheduled work day, the employee may give notice on the next work day.
9. Demotion in Lieu of Layoff
10. In lieu of layoff, the department head may offer a permanent employee a demotion to any class for which the employee is qualified. Employees demoted in
licu of layoff pursuant to this paragraph shall not be eligible for the "Y" rating procedure. An employee who chooses a demotion in lieu of layoff shall have the right of restoration to his or her former class when an opening occurs and his or her ranking sequence warrants restoration subject to the provisions of Section 25 below.

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

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

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

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

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

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

25.4 Restoration of Benefits for Recalled Employees
Any employee who has been laid off and is hired from a departmental recall list within one (1) year from the date of layoff shall be entitled to:
• Restoration of permanent status for employees who are rehired from a departmental recall list and class from which they were laid off, and who have completed their probationary period. For employees who have not completed their probationary period, credit for that portion which has been completed shall be given if rehired from a departmental recall list.
• Restoration of all sick leave credited to the employee's account on the date he/she was laid off.
• Credit for all prior service for the purpose of determining vacation accrual rates and service awards.
• Placement in the same step of the salary range the employee held at the time of layoff.
• Reinstatement of credit for service time (ranking) as of the date of layoff.

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

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

The Union, and only the Union, after making an attempt to resolve the matter informally, may within seven (7) days of the date of an alleged violation of this policy file a grievance for final consideration and determination at the department head level in accordance with the provisions of the grievance procedure in effect between the County
and the Union. A grievance filed in accordance with this paragraph shall not be subject to Section 27, "Arbitration," of this agreement.

SECTION 26 DISCIPLINE

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

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

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

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

26.3 Implementation of Discipline
In the case of an involuntary leave without pay of five (5) working days or less or an involuntary leave with pay of twenty (20) working days or less, the suspension may be imposed by a single notice containing items A, B, C and D above. This notice shall be
delivered to the employee on or as soon after the effective date of the involuntary leave as possible.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The parties shall select a mutually acceptable arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the parties, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
SECTION 27 ARBITRATION

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

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

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

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

See Section 4, Nondiscrimination regarding discrimination grievances.
A request by the Union for arbitration of a grievance must be received by the Assistant CAO - Human Resources or his/her designee within ten (10) working days of receipt by the Union of the written grievance procedure fourth step decision. Failure to request arbitration within the above time limits shall constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance appeal to arbitration. The notice shall set forth the specific issue or issues still unresolved through the grievance procedure which is being submitted to arbitration.

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

The decision of an arbitrator shall be final and binding upon the parties but shall not add to, subtract from, nor otherwise modify the terms and conditions of this agreement.

Unit H - SEIU
- 53 -
11/10/2011
SECTION 28 PERSONNEL RECORDS

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

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

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

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

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

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

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

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

SECTION 29 TRANSFERS AND REASSIGNMENTS

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

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

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

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

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

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

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

SECTION 30 CLASSIFICATION STUDY REQUESTS

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

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

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

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

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

Unit H - SEIU

-55-

11/10/2011
If the denial or results of a study are not satisfactorily resolved with the analyst, the Union may appeal, in writing, to the Department Human Resources Manager indicating the specific justification for appeal of the Analyst’s decision, within ten (10) working days from receipt of the analyst’s decision. If the denial or results of a study are not satisfactorily resolved with the Department Human Resources Manager, the Union may appeal in writing to the Assistant CAO – Human Resources, or NMC CEO for employee’s of NMC, or his/her designee, within ten (10) working days from receipt of the Department Human Resources Manager decision, indicating the specific justification for appeal of the Department’s decision. The decision of the Assistant CAO – Human Resources, or NMC CEO for employee’s of NMC, or his/her designee shall be final.

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

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

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

**SECTION 31 PROFESSIONAL COMMITTEE**

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

**SECTION 32 EDUCATIONAL LEAVE**

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

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

*Example:* If a classification requires 30 hours of CEUs for their license to be renewed and a license requires a renewal every 2 years, the employee will receive 3 days of Education Leave per year. (30 CEU’s/2 years =15 CEU’s per year, 15 CEU’s/5 =3 days of Educational Leave per year.)
Employees hired or promoted into a unit job class shall, on the first pay period concurrent with or following their date of hire, be credited a pro rata amount, to the nearest full hour, of educational leave based on the number of pay periods remaining in the calendar year.

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

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

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

Employees shall not be paid for unused educational leave.

B. Educational Assistance
Employees shall be eligible for the Educational Assistance Program as provided in the Personnel Policies and Practices Resolution #98-394. Funding levels for this Countywide program shall be set by the Board of Supervisors by adoption of the County’s annual budget.

C. Compensated Voluntary Training Program
Employees shall be eligible for the Compensated Voluntary Training Program as provided in the Personnel Policies and Practices Resolution #98-394.

SECTION 33 USE OF VOLUNTEERS
No volunteer program shall have the effect of displacing any county employee. The County shall meet with the Union to discuss any Countywide volunteer program before implementing such a program.

SECTION 34 CONTRACTING OUT
The County and the Union agree to implement and abide by the provisions of the policy on contracting out which was adopted on March 23, 1982, and any modifications thereto to which the parties may agree from time to time in-so-far as it involves work that has previously been performed by employees in the Health Care Unit. It is further agreed, however, that proposal to contract for work from third parties that involve labor costs of sixteen thousand two hundred fifty dollars ($16,250) or less or for leases, lease-backs, lease purchases or other facility agreements, work required by law to be contracted out, and continuations of existing contracts are excluded from this section and the County may proceed with such contracts without notifying the Union.

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

The Board of Supervisors may proceed without meeting and discussing if circumstances justify emergency action. Advance written notice of six (6) working days of intention to
proceed on such a basis shall be given to the Union prior to any Board action; provided nothing herein shall hamper the Board’s lawful exercise of authority under state law in emergency situations.

SECTION 35 PROBATIONARY PERIOD

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

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

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

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

SECTION 36 PERFORMANCE EVALUATIONS

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

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

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

If discussion with his/her immediate supervisor does not result in resolution of the differences, the employee may file a written request to meet with the next level of management. Said request shall state the unresolved issues and the specific changes in the written performance evaluation, which the employee is seeking. The appropriate manager shall meet with the employee to discuss the unresolved issues.
If the issues are not resolved to the employee’s satisfaction following discussion with the appropriate manager, the employee may within ten (10) working days file a written request for a meeting with the department head. Within ten (10) working days of receipt of a written request stating the unresolved issues and the desired changes in the written performance evaluation, the department head shall meet with the employee to discuss the issues. Within ten (10) working days of said meeting, the department head shall respond in writing to the employee. The decision of the department head shall be final and not subject to the grievance procedure. An employee may submit a written response to his/her evaluation that shall be placed in his/her Personnel file.

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

SECTION 37 "SCRUBS" UNIFORMS
The hospital will continue the current practice of issuing scrub clothes to be used by Health Care workers in Labor and Delivery, Nursery, Central Supply Room, Operating Room, ER and MIU units.

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

SECTION 38 PROFESSIONAL DEVELOPMENT STIPEND
Beginning the first full pay period in January 2012 and each new calendar year thereafter, Unit employees will receive a professional development stipend of $100. Employees in unpaid leave of absence status during this period shall also be entitled to this stipend in the pay period following that in which the employee returns to active paid status.
SECTION 39 REQUIRED NOTICE
In the event Natividad Medical Center anticipates a pending merger, sale, closure, leasing assignment, divestiture, or other transfer of ownership and/or management of its operations in whole or in part, the Union shall be notified in writing sixty (60) days prior to the effective date of such action. The County agrees to arrange a meeting between the successor employer and the Union for the purpose of discussing a smooth transition of operations, employee wages, hours, working conditions, and Union recognition. The County also agrees to provide the Union a list of names and addresses of all Unit member employees.

This Section shall not be subject to the grievance procedure.

SECTION 40 CONCERTED ACTIVITIES
The parties to this agreement recognize and acknowledge that the services performed by the County employees covered by this agreement are essential to the public health, safety, and general welfare of the residents of the County of Monterey. Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work-stoppages), in any office or department of the County, nor to curtail any work or restrict any production, or interfere with any operation of the County. In the event of any such work stoppage by any member of the bargaining unit, the County shall not be required to negotiate on the merits of any dispute, which may have arisen rise to such work stoppage until said work stoppage has ceased.

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

SECTION 41 EMERGENCY AUTHORITY
Nothing contained herein shall be construed to limit the authority of the County to make changes for the purpose of preparing for or meeting an emergency. For the purposes of this section, changes in law or circumstances that significantly reduce currently existing revenue levels, shall be included within the definition of an emergency. Such emergency actions shall not extend beyond the period of the emergency.

Unit H – SEIU
- 60 -
11/10/2011
Whenever practicable, the County will meet and consult with the Union prior to taking action under the authority of this section. After taking action under the authority of this section, the County, upon request, will meet and confer with the Union over the practical consequences that the emergency action taken had on those terms and conditions of employment that are within the scope of representation.

SECTION 42 SEPARABILITY

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

SECTION 43 FULL UNDERSTANDING MODIFICATION, WAIVER

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

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

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

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

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

The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
This Health Care Workers Memorandum of Understanding Unit H MOU, Term July 1, 2011 to June 30, 2013 and accompanying Side Letters are agreed to:

<table>
<thead>
<tr>
<th>FOR SEIU LOCAL 521</th>
<th>FOR MONTEREY COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Unit H – SEIU  
- 62 -  
11/10/2011
MEMORANDUM
OF
UNDERSTANDING
Between
County of Monterey
And
SERVICE EMPLOYEE
INTERNATIONAL UNION (SEIU)
LOCAL 521
General Employees Unit J
July 1, 2011 through June 30, 2013
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1 PARTIES ........................................ 3</td>
</tr>
<tr>
<td>Section 2 TERM ........................................ 3</td>
</tr>
<tr>
<td>Section 3 RECOGNITION .................................. 3</td>
</tr>
<tr>
<td>Section 4 NON-DISCRIMINATION .......................... 4</td>
</tr>
<tr>
<td>Section 5 UNION RIGHTS ................................ 4</td>
</tr>
<tr>
<td>Section 6 SAFETY ........................................ 11</td>
</tr>
<tr>
<td>Section 7 MANAGEMENT RIGHTS .......................... 11</td>
</tr>
<tr>
<td>Section 8 WAGES ......................................... 12</td>
</tr>
<tr>
<td>Section 9 CALL-OFF ...................................... 12</td>
</tr>
<tr>
<td>Section 10 OVERTIME .................................... 13</td>
</tr>
<tr>
<td>Section 11 SPECIAL PAY PRACTICES ..................... 15</td>
</tr>
<tr>
<td>Section 12 NO PYRAMIDING ............................... 21</td>
</tr>
<tr>
<td>Section 13 CLASSIFICATION PLAN MAINTENANCE ........ 21</td>
</tr>
<tr>
<td>Section 14 INSURANCE ................................... 22</td>
</tr>
<tr>
<td>Section 15 STATE DISABILITY INCOME PROTECTION PLAN 27</td>
</tr>
<tr>
<td>Section 16 HOLIDAYS ..................................... 27</td>
</tr>
<tr>
<td>Section 17 VACATION ..................................... 29</td>
</tr>
<tr>
<td>Section 18 SICK LEAVE ................................... 30</td>
</tr>
<tr>
<td>Section 19 INVOLUNTARY LEAVE WITH PAY .............. 32</td>
</tr>
<tr>
<td>Section 20 UNIFORM ALLOWANCE ......................... 33</td>
</tr>
<tr>
<td>Section 21 PERSONAL PROPERTY REIMBURSEMENT .......... 34</td>
</tr>
<tr>
<td>Section 22 RETIREMENT .................................. 35</td>
</tr>
<tr>
<td>Section 23 JURY DUTY .................................... 35</td>
</tr>
<tr>
<td>Section 24 PROBATIONARY PERIOD ....................... 35</td>
</tr>
<tr>
<td>Section 25 GRIEVANCE PROCEDURE ...................... 37</td>
</tr>
<tr>
<td>Section 26 LAYOFF PROCEDURES ......................... 42</td>
</tr>
<tr>
<td>Section 27 DISCIPLINE .................................. 47</td>
</tr>
<tr>
<td>Section 28 PERSONNEL RECORDS ........................ 51</td>
</tr>
<tr>
<td>Section 29 REQUEST OR APPLICATION FOR NEW POSITION 52</td>
</tr>
<tr>
<td>Section 30 USE OF VOLUNTEERS ........................ 53</td>
</tr>
<tr>
<td>Section 31 CONTRACTING OUT ............................ 53</td>
</tr>
<tr>
<td>Section 32 POLYGRAPH EXAMS ............................ 53</td>
</tr>
<tr>
<td>Section 33 EMERGENCY AUTHORITY ...................... 53</td>
</tr>
<tr>
<td>Section 34 REST and MEAL PERIODS ..................... 54</td>
</tr>
<tr>
<td>Section 35 PERFORMANCE EVALUATIONS ................ 54</td>
</tr>
<tr>
<td>Section 36 CONCERTED ACTIVITIES ..................... 55</td>
</tr>
<tr>
<td>Section 37 SEPARABILITY ................................ 56</td>
</tr>
<tr>
<td>Section 38 REQUIRED NOTICE ............................ 56</td>
</tr>
<tr>
<td>Section 40 FULL UNDERSTANDING MODIFICATION, WAIVER 56</td>
</tr>
</tbody>
</table>
Section 1 PARTIES
This Agreement is made and entered into between the County of Monterey (herein called the "County"), and the Service Employees International Union, Local 521 (Unit J) CTW-CLC (herein called the "Union") and/or its designee.

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

Section 2 TERM
The term of this Memorandum of Understanding is from July 1, 2011 to June 30, 2013 when said Memorandum shall expire and be of no further force or effect.

Section 3 RECOGNITION
The County recognizes the Union as the sole and exclusive bargaining agent for all permanent and seasonal employees in classifications in the General Employees’ representation unit.

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

This Section shall not be subject to the grievance procedure.

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

3.3 SEIU Local 521 Values
• We stand for economic and social justice.
• We stand for having a voice on the job and in society.
• We stand for a secure job with the opportunity to advance.
• We stand for dignity and respect.
• We stand united.

Unit J- SEIU
11/10/2011
Section 4 NON-DISCRIMINATION

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

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

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

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

Complaints based on age, race, color, religion, sex, national origin, marital status, ancestry, disability or sexual orientation shall not be subject to the grievance or arbitration provisions of this agreement. Such complaints shall be processed utilizing the discrimination complaint procedure adopted by the Board of Supervisors.

Discrimination complaints based on union membership and/or activity shall continue to be subject to the grievance procedure and arbitration.

Section 5 UNION RIGHTS

5.1 Representation

The Union has the right to represent employees in the representation unit as specified by state law and pursuant to the County Employer-Employee Relations Resolution.

The Union will notify the County and maintain such notice during the term of this Agreement of its elected officers and directors as well as its staff employees.

The Union may select up to ten (10) 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 without loss of pay to address matters of mutual concern.
In addition, with prior mutual agreement, up to two (2) employees directly affected by the matters under consideration may participate in these joint scheduled meetings.

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

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

5.4 Steward Program
Union stewards shall mean permanent employees of a department within the same bargaining unit, who are members of and are designated by the Union to assist employees for the purposes of processing grievances. The General Employees Unit shall select up to fifty (50) stewards.

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

Changes to the listing of stewards will be provided by the Union as they occur. 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 prepare grievances and disciplinary appeals of employees in the department to which the steward(s) are assigned subject to the restrictions in “T” 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 verbal permission of his/her supervisor and shall report back to his/her supervisor when the grievance or disciplinary work is completed.
D. After receiving approval of his/her immediate supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time or pay, to investigate, prepare and present such grievances and appeals. The immediate supervisor will authorize the steward to leave his/her work whenever the supervisor determines that the steward’s absence will not interfere with the work of the unit.

Where immediate approval is not granted, the supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment.

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

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

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

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

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

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

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

5.5 Operational Union Access Procedures for NMC
Upon entry to NMC facilities, the Representative shall contact the Human Resources Department by stopping by the Human Resources Department to report their presence and sign-in, and following the same process upon exiting the facility. For the delivery of materials (i.e. ballots, informational flyers, etc.) that do not require more than cursory contact with members, the Representative will follow the same process.

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

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

Union representatives may request reasonable access to work sites to hold elections over internal union issues. If so approved by the Department Head, an election may be conducted so long as there is no interference with the department’s operations. Such access shall not be interpreted as a granting of release time for participation in said election.

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

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

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

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

5.8 Dues Deduction
A. The County agrees to deduct, as a single deduction, dues for employees in the unit and such other deductions as approved by the Union Board of Directors and authorized in writing by the individual employees concerned on forms currently accepted by the Auditor-Controller for such deductions.
B. For Employees in the unit who authorize Union dues deduction, the County shall automatically continue such dues deduction.

Union agrees to provide County with updated dues structure at least one month prior to the effective date of the change. Questions regarding Section 5.8 Dues Deduction should be directed to SEIU Local 521 staff.

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

To qualify for the designated charity fee deduction, an employee must certify to the union that he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations.

Such exempt unit employees will be required to submit to the Union a notarized letter certifying that person’s membership in such a religion, body or sect, signed by an official of the bona fide religion, body or sect.

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

If an employee fails to authorize one of the deductions, the Union may seek enforcement through the courts.

B. Service Fee as Condition of Employment
All employees hired into the unit after January 1, 1988 who fail to authorize a union dues deduction or service fee deduction must, as a condition of their continued employment, authorize a service fee deduction within thirty (30) days following the beginning of their employment. The employee may avail himself/herself of the options set forth in “A” above. If an employee fails to meet this obligation the Union will make a written request to the County to take the necessary steps to separate that employee from County service. The County will inform the Union of all new hires.

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

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

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

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

2. The Union shall, within ninety (90) days after the end of each fiscal year, make available to the County financial documentation, which shall meet the requirements of Government Code Section 3502.2.

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

E. Petition, Election and Challenge

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

2. A unit employee who is subject to the payment of a representation service fee hereunder has certain legal rights to object to that part of the fee payable by him or her which represents the employee's additional pro rata share of expenditures by the Union that is utilized for expenditures not incurred for the purpose of performing the duties incident to effective representation in employer-employee relations. An employee wishing to exercise these rights must contact the Union office at 334 Monterey Street, Salinas, California 93901.

F. Hold Harmless
The Union agrees to indemnify and defend the County and its officers, employees and agents against all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County under this article.
G. Enforcement/Severability
In the event that the service fee provisions of Article 5 are declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree to reopen this article of this agreement for the purposes of implementing Modified Agency Shop provisions.

5.10 Use of County Mail System
The County Email system may be used for Union Business in the following way:

- To send communications to the Administrative Office, Department Heads or other management personnel.
- To send communications to the Officers of the Union and Shop Stewards.
- To send communications to the members notifying them of union meetings.
- To send communications to the members regarding updates of statewide issues which may have impacts on their work such as: legislative changes, upcoming legislation, programmatic materials, research documents or articles addressing innovative changes in the field, state budget updates. NOTE: Any communication deemed by the county to be political in nature is prohibited by state law and the government code. (California Constitution Article 16, Section 6 and California Government Code 8314.)

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

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

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

5.12 Department Meetings
Upon agreement regarding an agenda which has been reviewed by the Assistant CAO – Human Resources or his/her designee and the SEIU Local 521 Executive Director, a department head and his/her designees and designated department Union stewards may meet two times per year to discuss issues of mutual concern. If agreeable to both the department head and the stewards, meetings may be more frequent. Meetings shall be held during the department’s normal business hours. A steward attending such a meeting during other than his/her normal assigned shift hours shall be paid straight time pay not to exceed two hours. This article is not subject to the grievance procedure.
Section 6 SAFETY

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

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

Stewards shall have reasonable access to work locations of unit employees within their own department to inspect that site for the purpose of ensuring a safe work place. Such access shall be administered in accordance with Section 5.4 above.

6.2 Health and Safety Committee
The County and the Union shall participate in a county-wide Health and Safety Committee which may meet on a bimonthly basis to review County safety records, policies and programs, and make recommendations for the resolution of health and safety issues brought before it by either the County or the Union. Each party shall furnish the other the agenda items they wish to discuss one (1) week prior to any scheduled meeting. Section 6.1 and 6.2 of this article are not subject to the grievance procedure.

6.3 Public Works Accident Review Committee
A Public Works employee shall be notified in writing of a scheduled department accident review committee review of an accident in which the employee was involved.

If either at the time of written notice or during the course of the accident review meeting there is reason to believe that the possibility exists for a recommendation for disciplinary action, the employee will be so notified and may have a union representative present. If a union representative is not available, the meeting will be postponed until one is available.

Section 7 MANAGEMENT RIGHTS
The County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: Determine the standards of services to be offered by the constituent departments; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the County operations are to be conducted; determine job classifications of County employees; exercise complete control and discretion over its work and fulfill all of its legal responsibilities. All the rights, responsibilities and prerogatives that are inherent in the County by virtue
of all federal, state, and local laws and regulations provisions cannot be subject to any grievance or arbitration proceeding.

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

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

Section 8 WAGES
There will be no wage increases during the term of this agreement.

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

Section 9 CALL-OFF
Natividad Medical Center employees may be called off their regularly scheduled shifts for lack of work.

9.1 The order of call off shall be as follows:
A. Anyone who wishes to volunteer for call off
B. Agency/Registry Temporaries
C. County temporaries
D. County permanent employees on overtime
E. County permanent part-time
F. County full-time (The employer will make an attempt to rotate the call-off of employees as much as possible in order to mitigate the impact of the call-off on any single employee.)

9.2 Natividad Medical Center will attempt to contact the employee at his/her contact phone number at least one and one half hours prior to his/her scheduled shift.

Once the attempt to contact the employee is made NMC will not be required to pay the employee show up time. The employer shall maintain a log of each attempt to contact the employee. The employee shall be responsible for insuring that NMC is utilizing a valid, current contact number.
9.3 Once an employee is called off duty, the employee is not obligated to make him/herself available for work.

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

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

9.6 In the case of advance notification (as provided for in Section 9.2 above), temporary call offs shall not be for less than four (4) hours or more than forty (40) in any two consecutive pay periods, during which time the employee’s insurance benefits will continue.

9.7 Employees may be offered the opportunity, on a voluntary basis, to float to other departments within the hospital depending upon hospital needs and employee skills.

Section 10 OVERTIME

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

Overtime shall be defined a time actually worked in excess of forty (40) hours in a workweek.

Natividad Medical Center (8/80) employees shall work schedules agreed to under exemptions allowed by the Fair Labor Standards Act.

For the purposes of this section the hours and dollars associated with a County holiday (whether actually worked or not), vacation and compensatory time off hours shall be considered as hours worked for the purpose of determining overtime. An individual employee’s work schedule shall not be altered for purpose of eliminating overtime compensation equal to that earned as a result of the employee using approved vacation or compensatory time off hours.

Within the same work period (seven (7) days for departments for which overtime is defined as time actually worked in excess of forty (40) hours in a work week, or fourteen (14) days for department for which overtime is defined as time actually worked in excess of eighty hours (80) in a pay period) an appointing authority requiring extra hours to be worked by an employee, may require the employee to flex their work hours equal to the extra hours worked with no less than 30-hours notice to the employee so as not to exceed the overtime threshold for the work period.
10.1 All County job classes shall be designated as either 1) overtime eligible, or 2) overtime exempt. Each of the above categories shall be assigned a special code which shall appear beside each class as listed in the County salary resolution.

10.2 Except as otherwise provided herein, employees in overtime eligible classes shall be compensated for overtime authorized by their appointing authority by either 1) compensatory time off at the rate of one and one-half (1-1/2) hours credit for each hour of overtime, or 2) in cash at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay.

An employee shall not be allowed to accumulate more than eighty (80) hours of compensatory time off, above which maximum all overtime compensation shall be paid in cash.

All hours worked by non-exempt employees and designation of overtime as compensatory time or cash, shall be reported on payroll sheets submitted to the Auditor-Controller each pay period, and a balance of compensatory time off shall be kept on the employee’s check stub. The use of compensatory time off shall be administered by the appointing authority.

A. Forensic Evidence Technician rules regarding CTO
For Forensic Evidence Technicians the method of compensation shall be determined by the appointing authority after consulting the affected employee, except that Forensic Evidence Technicians shall be allowed to accumulate up to one hundred sixty (160) hours of compensatory time off, after which maximum all overtime shall be paid in cash.

B. Communications Dispatch rules regarding CTO
For Communications Dispatcher I/II, the method of compensation shall be determined by the appointing authority after consulting the affected employee. The employees in these classifications shall be allowed to accumulate up to one hundred sixty (160) hours of compensatory time off (CTO), after which maximum all overtime shall be paid in cash.

C. CTO Balance is under 40 hours
The method of compensation (cash or accrual) shall be determined by the Appointing Authority after consulting the affected employee as long as the employee’s compensatory time off accrual balance is no more than forty (40) hours.

D. CTO Balance is 40 or more hours
If an employee has a compensatory time off (CTO) of at least forty (40) hours the employee shall have the choice of compensation for overtime by either cash or CTO.

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

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

The County agrees to observe all requirements of the Fair Labor Standards Act regarding the compensability of travel time as work time.

10.4 For all other unit job classes that are overtime eligible:
A. The method of compensation shall be determined by the Appointing Authority after consulting the affected employee as long as the employee’s compensatory time off accrual balance is no more than forty (40) hours.

B. If an employee has a compensatory time off accrual balance of at least forty (40) hours but no more than eighty (80) hours, the employee shall have the choice of compensation for overtime by either compensatory time off or cash.

C. An employee shall not be allowed to accumulate more than eighty (80) hours of compensatory time off, above which maximum all overtime compensation shall be paid in cash.

Credit for compensatory time off shall be reported on payroll sheets submitted to the Auditor-Controller each pay period, and a balance shall be kept on the employee’s check stub. The use of compensatory time off shall be administered by the appointing authority.

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

The County agrees to observe all requirements of the Fair Labor Standards Act regarding the compensability of travel time as work time.

Section 11 SPECIAL PAY PRACTICES
11.1 Shift Differential
A shift differential of one dollar and fifty-five cents ($1.55) per hour shall be paid to all represented employees who, as part of their regular shift, work at least four (4) hours after 7:00 a.m. and whose shift starts after 12:31 p.m.
11.1.1 Communications Dispatch Designated Regular Hours
Shift differential shall be paid to employees in the Communications Dispatcher classifications (CD I/II) whose work schedule calls for the employee to work at least five hours between 6 p.m. and 6 a.m.

11.1.2 Communications Dispatch Overtime Hours
Shift differential shall be paid to employees in the Communications Dispatcher classifications (CD I/II) who work overtime between 6 p.m. and 6 a.m. on an hour for hour basis.

11.1.3 Communications Dispatch Exclusions:
Shift differential shall not be paid for hours not actually worked (i.e. for holidays, vacations, sick leave or other time in paid status but not worked). Shift differential shall not be paid in increments of less than one hour.

11.2 Standby
Those employees who are placed on standby duty in accordance with rules and procedures established by the County for such duty shall be paid at the rate of two dollars and fifty five cents ($2.55) per hour. Any worker called by telephone or called out while on standby shall receive a minimum of one (1) hour pay. The intent of the parties is to compensate employees for a minimum of one hour, or time actually worked, whichever is greater. For example, if an employee receives calls at 1:00 p.m., 1:15 p.m., 1:20 p.m., 1:55 p.m. and the last call finishes at 2:10 p.m., s/he is credited for one hour and ten minutes, which under the County’s Payroll Time and Leave Reporting policy, would round to one hour and fifteen minutes. And, if an employee receives calls at 1:00 p.m., 1:15 p.m., 1:20 p.m. and 1:45 p.m., s/he is paid for one hour, not four hours. It is not the intent that employees be paid for multiple telephone calls received within a one hour period. While it is understood that the County has the sole authority to change the rules and procedures by which standby is administered, no substantive changes in said rules and procedures will be implemented without notification and an opportunity to respond to the Union. No employee shall be paid for standby duty time and other compensable duty time simultaneously. Time actually worked while on standby duty will be compensated at the employees regular rate of pay.

Standby for NMC Employees

An appointing authority, after receiving written approval from the County Administrative Officer, may place employees on standby duty. Standby duty refers to a situation where an off duty employee holds him/herself available for immediate response as directed by management. No employee shall be paid for standby duty time and other compensable duty time simultaneously.

Employees placed on standby duty shall be paid Two Dollars Fifty-Five Cents ($2.55) per hour while on standby duty. Holidays shall be compensable for standby duty.
Any worker who is directed by management to return to her/his work assignment after physical departure from the worksite shall, upon returning to the worksite, receive a minimum of two (2) hours at the employee’s regular hourly rate of pay. However, call backs within that same two (2) hour window will be counted as the same two (2) hour minimum. Any hours worked in excess of the two (2) hour minimum will be recorded as hours worked and paid at the employee’s regular hourly rate of pay. Employees at Natividad Medical Center must clock-in and clock-out upon arrival and departure when returning from/to standby.

Any worker called by telephone to respond to an inquiry by management and not directed to physically return to the worksite shall receive a minimum of one (1) hour at the employee’s regular hourly rate of pay. However, inquiry calls within that same one (1) hour window will be counted as the same one (1) hour minimum. Any inquiry calls in excess of the one (1) hour minimum will be recorded as hours worked and paid at the employee’s regular hourly rate of pay. (At NMC, examples of an “inquiry call” in this case may include but not be limited to: assisting someone over the telephone to respond to or reset an alarm; or to log onto a computer system remotely for troubleshooting purposes.)

11.3 Call-Back
In those situations where an employee who is not on standby duty or otherwise being compensated and who, following the completion of his/her work day and departure from his/her place of employment, is unexpectedly called back and must report to a work site in response to a directive from management on short notice because of an emergency situation, that employee shall be credited with a minimum of two (2) hours of work for each call back. Any employee may be required to perform other duties for the duration of the two (2) hours at the discretion of management.

11.4 Bilingual Skill Pay

Bilingual Position Designations:
A department head, with the approval of the Assistant CAO – Human Resources or his/her designee, shall designate:

11.4.1 Primary Bilingual Positions:
Primary bilingual positions are positions required on a regular basis for an amount of time that, on the average, equals twenty percent (20%) or more of the total work time to utilize bilingual skills in order to perform the job duties. A primary bilingual designation is assigned to a position, not an incumbent, and in the event the incumbent moves to another position or if the primary bilingual designation of the position is removed because the duties no longer meet the criteria for such designation, his/her bilingual pay will cease.

11.4.2 Provisional Bilingual Employees:
A provisional bilingual employee occupies a position for which bilingual skills are not required, but in order to provide necessary services the department must utilize the bilingual skills of the current incumbent. An employee whose bilingual skills are required
on a regular basis for an amount of time that, on the average, equals less than twenty percent (20%) of the total work time may be designated as a provisional bilingual employee if there is no alternative method for providing essential bilingual services. Provisional bilingual employee designations expire when any certified incumbent leaves the department in which the designation was made or upon termination of the designation by the department head.

11.4.3 Testing:

A. The employee shall be paid either at Primary or Provisional level (see 11.4.1 and 11.4.2). Should any employee transfer to a position which doesn’t require bilingual skills (as defined by the CAO Human Resources Department) that employee shall not continue to receive bilingual pay.

B. In order to continue to receive bilingual pay, the employee shall be retested as deemed necessary by the department but no less than every 5 years.

Qualifications:

Ability to qualify for certification of demonstrated proficiency in the required language shall be a requirement for employment in a primary bilingual position, and obtaining certification appropriate for the position within the initial thirty (30) days of employment shall be a condition of continued employment.

Provisional bilingual designations require certification by the Human Resources Division of demonstrated proficiency appropriate for the needs of the department in the required language.

An employee who has received certification of proficiency appropriate for one position may be required to meet new proficiency requirements if he/she moves to a bilingual designated position, which utilizes a different specialized or technical vocabulary.

Bilingual Pay:

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

An employee occupying a primary bilingual position shall be paid a bilingual pay differential of forty-two dollars ($42.00) per pay period.

An employee designated a provisional bilingual employee shall be paid a bilingual pay differential of twenty dollars ($20.00) per pay period.
Administration:
The Assistant CAO – Human Resources or his/her designee is responsible for administration of the bilingual program including approval of bilingual position designations and proficiency testing and certification.

Administration responsibilities shall also include a periodic review of the number and location of bilingual position designations.

11.5 Show Up Time
If a permanent full-time employee reports to work for their regularly scheduled shift and is not permitted to work because of circumstances within the control of the County, that employee shall be entitled to two (2) hours of pay.

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

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

The salary on Y-rate shall be only the rate of pay in effect for the employee’s class and step on the day prior to the effective date of the Y-rate action, as shown in appendices A and B of the Personnel Practices & Procedures Resolution.

Bilingual, float and charge pay differentials shall not be added to the Y-rate.

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

A permanent employee with over one (1) year of continuous service and who is not on probation in a class at the time of his/her reclassification to a lower class, who is denied the application of a Y-rate by the Assistant CAO – Human Resources or his/her designee, may appeal such denial to a joint committee consisting of a designee of the Assistant CAO – Human Resources or his/her designee, a representative chosen by the Union and a third party chosen by the first two appointees.

All other employees not Y-rated shall have no appeal. Y-rating is not subject to the grievance procedure.
11.7 Mileage Allowance
A unit employee who is required to operate his or her own or a privately-owned automobile for the execution of official duties, shall be allowed, reimbursed and paid the IRS rate for each mile necessarily traveled each month.

At his/her discretion, the Agriculture Commissioner may provide Produce Inspectors use of a county vehicle in lieu of mileage allowance.

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

11.8 Professional Development Stipend
On the first pay period of each new calendar year, if the employee is receiving regular wages or integrated hours (i.e. is receiving a County check), Unit employees will receive a professional development stipend of $100. Employees in unpaid leave of absence status as of this date shall also be entitled to this stipend in the pay period following that in which the employee returns to active paid status.

11.9 Communications Dispatch - Communications Training Officer Pay
Employees in the Communications Dispatcher I/II classifications and designated by the Appointing Authority as a Communications Training Officer (CTO), shall be eligible to receive an eight percent (8%) Training Pay differential on an hourly basis for any and all hours such CTO is assigned to work with a trainee. Note: this pay is only awarded during actual training hours.

The Appointing Authority shall approve training Assignments. The Training Pay differential shall be based on the employee’s current rate of pay. In order to receive Training Pay, training assignments must be of no less than one full hour (60 minutes) in duration.

11.10 Incentive Pay for Deputy Agricultural Commissioner or Deputy Sealer License
Upon authorization by the Appointing Authority, the County shall provide a pay incentive of 3% to employees in the classifications of Ag Inspector/Biologist III and Weights & Measures Inspectors III for possession and maintenance of either Deputy Agricultural Commissioner or Deputy Sealer license. This incentive pay is limited to 3% per person. If the license is allowed to lapse, the special pay practice will cease until such time as the employee completes the necessary steps to regain the license.

11.11 Temporary Special Assignment Pay
Employees shall be eligible for Temporary Special Assignment Pay as provided in the Personnel Policies and Practices Resolution No. 98-394 (A.9.14).
Section 12 NO PYRAMIDING
Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this MOU may apply.

Section 13 CLASSIFICATION PLAN MAINTENANCE
13.1 Classification Study Requests
The Assistant CAO - Human Resources or his/her designee will review the status of pending classification studies requests with a staff member of the Union no more than once every ninety (90) calendar days.

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

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

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

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

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

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

The results of classification studies requested by the Union will be sent to the Union prior to going to the Board.
The provisions of this section shall not be subject to the grievance procedure article of this Agreement.

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

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

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

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

D. The employee must perform all of the duties of the higher classification. For working out of class the employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). Such compensation shall begin on the twenty-first (21st) working day after the assignment to the higher classification.

E. At one hundred eighty (180) days, the working out of class assignment will be reviewed to determine whether it is appropriate for this person to continue working out of class.

F. Employees Working out of Class, or who are removed from Working out of Class duty as a result of poor performance, shall not be subject to unsatisfactory performance evaluation for their participation in said assignment. Participating employees removed from such assignment as a result of unsatisfactory performance shall instead be returned to their official job classification and duties. Failure to successfully complete a Working out of Class assignment, as a result of performance, shall not have an impact on employee’s official job classification or duties.

Section 14 INSURANCE
The County will provide medical insurance through the Public Employees' Retirement System (PERS) medical insurance program. All rules, regulations and procedures with respect to plan eligibility, benefits, claims payments and customer service procedures, etc for the CalPERS plans are established by CalPERS. The County makes no representations or guarantees whatsoever with respect to the CalPERS health insurance plans.

Permanent unit employees who are regularly scheduled to work 40 hours or more in a pay period will be eligible to participate in any of the County's health insurance programs. Retired employees, dependent upon group coverage conditions, may be
eligible for group health care coverage. If a retired employee meets all eligibility requirements and requests health insurance coverage, the County will contribute toward the monthly premium as directed by CalPERS: (Currently, $108.00 per month in 2011 and; $111.00 per month in 2012).

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

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

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

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

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

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

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

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

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

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

C. County Elective Contributions
The County maximum monthly elective contribution to the employee's Flexible Benefits Plan spending fund will be as follows for full-time, permanent unit employees and part-time, permanent unit employees who are scheduled to work a minimum of forty (40) hours, but less than sixty-four (64) hours:

The employee contribution to medical insurance premiums shall remain at the current benefit level of $0.00/mo (employee only); $61/mo (employee plus one); and $100/mo (employee plus family) for CalPERS Choice.
Any balance of elective funds remaining after the employee elects health insurance may be utilized, at the employee's discretion, toward the purchase of dependent health, dependent dental, or dependent vision insurance and/or any other eligible optional benefits which may be made available by the County through this Flexible Benefits Plan. The use of any elective contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under PERS.

14.2 Alternative Benefit Option
Eligible, full-time unit employees, who are regularly scheduled to work sixty-four (64) hours or more per pay period, providing proof of alternative health insurance coverage shall be reimbursed up to:
Monthly County Contribution
Employee/Subscriber up to $310.00 (Monthly)
Dependent up to $248.00 (Monthly)

Eligible, part-time unit employees, who are scheduled to work a minimum of forty (40) hours but less than sixty-four (64) hours in a pay period, providing proof of alternative health insurance coverage, shall be reimbursed up to:
Monthly County Contribution
Employee/Subscriber up to $155.00 (Monthly)
Dependent up to $124.00 (Monthly)

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

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

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

14.3 All Insurance
The County continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include but are not limited to the right to select the carriers and insurance claims administrators after consideration of the recommendations of the Health Insurance Review Committee and prior meeting and consultation with the Union. Changes in insurance carriers or administrators shall not result in any appreciable reduction in benefits. In the event a change in insurance carriers is made, an open enrollment period will be authorized. The County shall provide Union and employees, a thirty (30) day written notice for premium rate changes for the County's self-funded plan.
14.4 Retiree Health Insurance
In reference to Article 14.1, Medical Insurance, should there be a mutual reopener on health insurance, SEIU may discuss health insurance for retirees.

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

14.6 Health Insurance Review Committee
A Health Insurance Review Committee shall be composed of representatives from the County and duly designated bargaining units as follows:
County Administrative Officer appointees 6 Members
SEIU-521 -3 Members
Sheriff 1 Member
Attorneys 1 Member
Management Compensation Committee 1 Member
Insurance Broker Advisory Member
The Committee shall meet on a monthly basis and shall review experience reports and other pertinent information and may make recommendations on plan administration and/or structure to the County Administrative Officer.

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

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

14.9 Physical Examinations
Permanent full-time employees in unit J shall be entitled to a physical examination by appointment at Natividad Medical Center on a biennial basis (i.e., an examination every other year). Results of the examination shall be treated confidentially.
14.10 Disability Leave of Absence

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

*Workers Compensation:* When an employee is receiving Temporary Total Disability (TTD) Workers Compensation payments (integrated or not), he/she shall receive County paid medical insurance and his/her regular County contribution toward dependent medical insurance so long as the TTD continues. (Note: Normal payroll deductions continue to be withheld from TTD payments.)

14.11 Long-Term Disability Insurance

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

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

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

Section 15 STATE DISABILITY INCOME PROTECTION PLAN

It is agreed that unit employees shall be covered by the State Disability Income (SDI) Protection Plan at their expense. The SDI benefit will be integrated with County sick leave benefits.

Section 16 HOLIDAYS

The following listed days shall be observed during the term of this Memorandum as legal holidays. A holiday shall be equal to eight (8) hours for a full-time employee and prorated for part-time employees.

January 1 New Year’s Day
Third Monday in January Martin Luther King JR’s Birthday
Third Monday in February Presidents’ Day
Last Monday in May Memorial Day
July 4 Independence Day
First Monday in September Labor Day
November 11 Veterans Day
Fourth Thursday in November Thanksgiving
Fourth Friday in November Day After Thanksgiving
December 24* Christmas Eve
December 25 Christmas
Floating Holiday

If any of the above listed holidays falls on a Saturday, the preceding Friday shall be the
day observed. If one of the above listed holidays falls on a Sunday,
the following Monday shall be the holiday in lieu of the day observed.

*Christmas Eve shall be observed as a holiday only on those days when an employee
would normally not be scheduled to be off. For example, an employee working a Monday
through Friday schedule would observe Christmas Eve as a holiday only when December
24th actually fell on a Monday, Tuesday, Wednesday, or Thursday. All employees shall
receive an equal number of holidays.

Permanent full- and part-time, or seasonal employees who work on a holiday shall be
paid for actual hours worked. In addition, the employee shall be entitled to compensatory
time or pay for the observed holiday in accordance with Section 10.B. The choice shall
be at the employee's discretion, provided the employee indicates her/his choice in writing
to management prior to working the holiday.

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

16.1 Floating Holiday
Consistent with County practices and rules regarding the use of floating holidays, the
County agrees to provide one floating holiday for bargaining unit members in accordance
with the terms and conditions afforded to other SEIU units. For employees at Natividad
Medical Center, the floating holiday shall be kept separate from PTO.
One floating holiday (equivalent to 8 hours for a full-time employee) per calendar year
may be taken before or by December 31 of each year. This holiday will not carry over
from year to year and no compensation will be paid for this unused holiday.
Employees hired on a permanent basis after the beginning of the calendar year shall be
given a pro rata amount – to the full hour of leave based on the number of pay periods
remaining in the calendar year in which the employee was hired (e.g., hired at the
beginning of pay period No. 8: 26 - 7 = 19, 19/26 x 24 = 18 hrs).

16.2 Winter Recess
In Years 1 and 2 of this Agreement, departments that are able to close (or Division(s) if
entire Department is unable to close) between December 25, 2011 and January 1, 2012
and December 25, 2012 and January 1, 2013, shall close to minimize the County’s carbon footprint. The determination for closure shall be made by the Department Head.

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

b. If a Department and/or Division is unable to close during this period, four paid days will be made available by December 24, 2011 in year one of this contract to use by December 23, 2012. Any time not used by December 23, 2012 shall be forfeited. Four paid days will be available by December 24, 2012 in year two of this contract to use by December 23, 2013. Any time not used by December 23, 2013 shall be forfeited.

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

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

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

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

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

d. Prorating

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

ii. Employees whose regularly scheduled shift is less than 80 hours per pay period shall receive Winter Recess time on a pro rata basis according to their regularly scheduled hours (For example, an employee’s regular schedule is 64 hours (0.8 FTE) per pay period. 32 hours x 0.8 FTE = 25.6 hours; employee receives 26 hours of Winter Recess time).

Section 17 VACATION

For employees appointed to a permanent or seasonal position, the following vacation schedule shall apply:
0-2 years of service 3.70 hours per pay period (12 days per year)
After 2 years of service 4.62 hours per pay period (15 days per year)
After 5 years of service 5.54 hours per pay period (18 days per year)
After 10 years of service 6.16 hours per pay period (20 days per year)
After 18 years of service 7.08 hours per pay period (23 days per year)
After 21 years of service 7.39 hours per pay period (24 days per year)
After 25 years of service 7.70 hours per pay period (25 days per year)

The maximum annual accrual for employees in this unit shall be two hundred sixty (260) hours. Vacation shall continue to be administered in accordance with the procedures set forth in the Personnel Policies & Practices, except that vacation may be taken as earned during the first six (6) months of employment.

Exception: Vacation accruals for Communications Dispatchers I/II/III shall be four hundred (400) hours. Vacation shall continue to be administered in accordance with the procedures set forth in the Personnel Policies & Practices, except that vacation may be taken as earned during the first six (6) months of employment.

Section 18 SICK LEAVE
18.1 Accrual Rate
Unit employees hired prior to February 18, 1984, shall continue to earn sick leave at a rate of approximately twelve (12) days per year. Unit employees hired after February 18, 1984, shall continue to earn sick leave at the rate of approximately ten (10) days per year.

18.2 Administration of Sick Leave
Except for the changes in accrual rates set forth in 18.1 the administrative procedures for sick leave shall continue as in effect as of July 1, 1983.

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

18.4 Family Sick Leave
Permanent and seasonal employees may be granted use of accumulated sick leave by their appointing authority because of illness of a father, mother, brother, sister, wife, husband, registered domestic partner, child, grandparent, or grandchild, provided in the judgment of the appointing authority, a medical condition exists which warrants the employee's personal attendance. In exceptional cases, such leave may be granted by the County for illness of a father-in-law or mother-in-law when it can be demonstrated that a bona fide illness exists that warrants his/her personal attendance during his/her normally scheduled work hours. The appointing authority may require a physician's certificate or other substantiating evidence that such illness exists. Such absence by the employee shall
be limited to ten (10) working days in any calendar year of paid leave when used for such purpose.

18.5 Bereavement Leave
Permanent and seasonal employees shall be granted use of accumulated sick leave by their appointing authority because of the death of a father, mother, brother, sister, wife, husband, registered domestic partner, child, grandparent, or grandchild. Such absence by the employee shall be limited to five (5) working days per occurrence.

As a condition of granting leave for bereavement purposes, the appointing authority may request verification of the loss. At the discretion of the appointing authority, such leave may be granted because of the death of a mother-in-law, father-in-law, daughter-in-law, or son-in-law.

18.6 Parental Leave

_Maternity (this section applies only to the pregnant individual)_
Normal pregnancy and/or complications arising from pregnancy shall be considered an illness and shall be included within the provisions of this section. An employee shall be eligible for leave of absence without pay for maternity leave of up to six (6) months regardless of whether or not said employee has used all accrued sick, vacation and paid-time-off leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay.

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

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

_Other Parental Leave_
A unit employee may request a leave of absence without pay in addition to any vacation or sick leave taken in the event of the birth of a son or daughter or the adoption of a son or daughter less than thirteen (13) years of age. Said leave shall:

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

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

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

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

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

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

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

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

Section 19 INVOLUNTARY LEAVE WITH PAY
An employee may be placed on involuntary leave with pay and benefits for a period not to exceed twenty (20) working days upon a determination by the County Administrative Officer that circumstances exist that make the immediate removal of the employee to be in the best interests of the County and that the employee cannot be effectively used in his/her job classification within the department.

Involuntary leave with pay is separate from the Discipline Section 27.7.
Section 20 UNIFORM ALLOWANCE

Every newly hired Parks Department employee in a maintenance classification and Sheriff's employee covered by the agreement who is required to have and maintain a uniform shall receive an advance credit to be used exclusively to purchase required uniform items. Said uniform items shall be considered the property of the Parks Department or the Monterey County Sheriff's Office for a period of one year from the newly hired employee's date of appointment. Any employee whose employment is terminated prior to the completion of one (1) year of service shall return all uniform items to the department or refund the full uniform credit. Employees who receive the initial uniform credit shall not receive an additional uniform allowance during their first year of employment.

The new hire advance credits shall be:

Park Department maintenance classifications: two hundred dollars ($200)
Sheriff's employees in the following classifications: three hundred and fifty dollars ($350)

  Vehicle Abatement Enforcement Officer
  Corrections Specialist
  Sr. Corrections Specialist
  Inmate Services Specialist
  Sr. Inmate Services Specialist
  Sr. Storekeeper

The monthly uniform allowance for those employees eligible for a monthly uniform allowance and which allowance is not covered by the provisions of the first paragraph one of this section shall be as follows:

- The uniform maintenance allowance for employees in the Sheriff's Office will be Thirty-Five Dollars ($35) per month.
- A uniform maintenance allowance for Parks Department employees in maintenance classifications who are required to maintain a class C uniform shall be Twenty-Five Dollars ($25) per month.

Payments will be made to each eligible employee no less than quarterly in any year.

The practice of the issuance of coveralls to Public Works Department's employees shall be continued to those presently eligible. In addition, a safety color work shirt shall be issued to Road Maintenance, Bridge Maintenance and Sanitation Worker crew members in those class series on the following basis: Employees as of the date of the initial distribution shall receive an initial supply of five (5) shirts and then three (3) shirts each year thereafter. Employees hired after the initial distribution is made shall receive two (2) shirts at the time of hire and three (3) additional shirts per year thereafter. The employees shall be responsible for the maintenance of the shirts (laundry, repairs, etc.) and for the replacement of any shirts lost or damaged beyond repair.
The Health Department shall provide Animal Control Officers the first uniform and a monthly allowance of forty dollars ($40) for the maintenance, repair and replacement of uniforms. If an Officer leaves the classification within one year after receiving the first uniform, all uniform items shall be returned to the Department.

Natividad Medical Center employees who are required by NMC Dress Code policy to wear a uniform will be issued four uniforms per calendar year. Additional uniforms shall be at the sole expense of the employee. Employees shall be responsible for the care and cleaning of the uniforms, with the exception of NMC laboratory employees. The taxability of such uniforms shall be governed by IRS regulations.

Nothing in this section shall be construed to limit the authority of management to require employees to wear a uniform. If employees not covered by the provisions of this agreement are required to purchase or maintain a uniform, the County agrees to meet and confer with the Union concerning a uniform allowance.

Section 21 PERSONAL PROPERTY REIMBURSEMENT
Whenever an employee engaged in assigned official duties on behalf of the County sustains a loss of personal property, through no fault of the employee, that employee shall be eligible for reimbursement for such personal property.

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

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

B. Claims based on damage to automobiles are subject to the following provisions.

All four (4) conditions must be met before consideration will be given:

1. An employee, who drives his/her car incident to employment, shall have named the County as an additional insured on his/her automobile insurance policy as of the date the employee sustained the loss of his/her automobile.

2. Evidence of the required insurance coverage must be presented.

3. Invoice for work completed must be submitted. Reimbursement is limited to Two Hundred Dollars ($200).

4. The damage must have occurred while the employee was actually using the automobile on authorized County business, away from the employee’s work place.
C. No reimbursement shall be granted for losses covered by some other source, insurance policy or agency.

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

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

Section 22 RETIREMENT
A. It is understood and agreed that in the event legislation authorizing a second (2nd) and/or third (3rd) tier of retirement benefits is enacted during the term of this Agreement, the County may reinstitute the retirement program study group; and the Union agrees to participate in said study group. It is understood that any change in the County retirement program would be subject to the meet and confer process as defined in Article 40.

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

C. Deferred Compensation
The deferred compensation program shall continue to be made available to permanent employees in the General Unit.

Section 23 JURY DUTY
It is understood that employees represented by Union shall continue to be covered by the provisions of the Personnel Policies & Practices Resolution dealing with Jury or Witness Duty.

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

Section 24 PROBATIONARY PERIOD
24.1 Term of Probationary Period
Upon each appointment to a permanent position, an employee, except as outlined below, shall serve a probationary period of nine (9) months dating from the date of his/her appointment. During the probationary period, an employee has no right to appeal and serves at the pleasure of the appointing authority.
Employees newly appointed into the job classes of Communications Dispatcher I and Communications Dispatcher II shall serve a one (1) year probationary period. During the probationary period, an employee has no right to appeal and serves at the pleasure of the appointing authority.

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

Prior to the conclusion of the nine (9) month probationary period and with approval of the County Administrative Office, the appointing authority may, for cause, extend the probationary period upon furnishing the employee with a statement of the reasons for such extension and the standards that must be met in order for the employee to successfully complete the probationary period.

During the nine (9) month probationary period, a minimum of two (2) performance evaluations shall be completed no later than four (4) and eight (8) months after the initial appointment date.

For those employees serving a one (1) year probationary period, a minimum of two (2) performance evaluations shall be completed no later than five (5) and ten (10) months after the initial appointment date.

An employee who has successfully completed the probationary period will be eligible for advancement to the next higher step in a salary range upon completion of one (1) year of continuous service in his/her class. If the County Administrator determines that due to an administrative or clerical error or omission an employee failed to complete probation or to receive a step advancement on the date on which he/she was otherwise eligible, the employee shall be removed from probation or advanced one step effective on the date he/she became eligible.

24.2 Employees Terminated During Probation in a Promotional Class
The parties reaffirm their understanding that employees who have been promoted and thereafter are dismissed during probation in such promotional class, enjoy no procedural or substantive rights. However, to lessen the impact of a dismissal on such employees, and so that the skills possessed by such employees shall be retained, such employees may be returned to their former class if a vacant position exists in that class.

If an employee is not returned to his/her former class, she/he may elect to follow the procedures outlined in section 26.4 “Reemployment of Employees Laid Off” paragraph 3 of this Memorandum of Understanding for placement on a preferred eligible list. An employee electing to pursue placement on a preferred eligible list must notify the Human Resource Manager of his/her desire to do so within five (5) working days of notification that she/he will not be returned to his former class.
The decision to place such a dismissed employee on a preferred eligible list shall be in the sole, exclusive, and unreviewable discretion of the County. No action taken by the County concerning an employee dismissed while serving a probationary period shall be subject to appeal, review, or to any grievance procedure or arbitration procedure whether such procedure be contained in this Memorandum of Understanding, the Personnel Resolution of the County of Monterey, the Employee Relations Resolution of the County of Monterey, or any other statute, ordinance, resolution or agreement. This article shall not impair the liberty interest rights of any employee.

Section 25 GRIEVANCE PROCEDURE

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

A. Disciplinary actions as defined herein which shall be subject to appeal through the procedure Contained in this Agreement for the appeal of disciplinary actions;

B. Complaints regarding Affirmative Action, Occupational Health and Safety, Workers’ Compensation or discrimination complaints based on age, race, color, religion, sex, national origin, marital status, ancestry, handicap or sexual orientation or the applicable procedures for such complaints;

C. The exercise of any County rights as specified in this Memorandum, so long as the exercise of such rights does not conflict with other provisions of this Agreement;

D. Any impasse or dispute in the meeting and conferring process, or any matter within the scope of representation;

E. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreements.

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

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

25.2 Limited Grievance Procedure Application
An employee shall be entitled to file a grievance which alleges that the County has failed to provide a specific condition of employment which is established by the Personnel Policies & Practices Resolution provided that the enjoyment of such right is not made subject to the discretion of the department head or the County, and provided further that the condition of employment which is the subject matter of the grievance is a matter
within the scope of representation as defined in California Government Code Section 3504. Such limited grievances may not be appealed to arbitration.

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

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

The grievant has the right to promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

Failure of the aggrieved employee to file an appeal within the prescribed time limits for any step of the procedure shall constitute abandonment of the grievance.

25.5 Grievance Procedure Steps

Step 1 Discussion with Immediate Supervisor
A. The grievant shall first discuss the grievance informally with his/her immediate supervisor, or in his/her absence, the next level manager. The discussion shall be held within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant. In no event shall any grievance be accepted for consideration more than six (6) months from the date of the action causing the grievance, regardless of the date the action became known to the grievant. Where mutually agreed by the County and the grievants, grievances involving more than one grievant may be filed directly at Step 2.

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

Step 2 Formal Written Grievance
A. In the event the employee believes the grievance has not been satisfactorily resolved, a grievance will be submitted in writing to the department head within ten (10) working days after receipt of the immediate supervisor’s verbal response. One (1) copy of the grievance shall be filed with departmental Human Resources and County Labor Relations. Such written grievance shall:

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

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

The department head or his/her designee shall hold a meeting with the grievant within seven (7) working days of the receipt of the appeal. The department head or his/her designee shall deliver his/her written decision to the grievant and/or his/her representative within three (3) working days of the date of the grievance meeting. The department head’s or his/her designee’s decision shall include the reasons on which the decision is based and the remedy or correction which has been offered, if any, to the grievant.

**Step 3 Assistant CAO – Human Resources Mediation**

A. If a grievance is not settled at Step 2 of the procedure, the grievance may be appealed, in writing to the Assistant CAO – Human Resources or his/her designee within ten (10) working days from the receipt of the department head’s or his/her designee’s written decision.

Said grievance appeal must specifically set forth the reason the answer(s) previously provided by management is/are not satisfactory.

B. The Assistant CAO – Human Resources or his/her designee shall hold a meeting with the grievant within seven (7) working days of the receipt of the appeal.

The Assistant CAO – Human Resources or his/her designee shall deliver his/her written decision within ten (10) working days of the date of the meeting.

C. In the event a represented employee chooses to waive a hearing by the Assistant CAO – Human Resources or his/her designee, the Union on behalf of the employee shall, within the ten (10) day appeal period, make a written request to the Assistant CAO – Human Resources or his/her designee to seek within ten (10) working days the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of the Union and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at the subsequent hearing.

If the grievance is not resolved through mediation, the Assistant CAO – Human Resources or his/her designee shall issue a written decision.
Step 4 Arbitration
A. If a grievance is not settled at Step 3 of the procedure, the union and only the union may appeal the grievance in writing to the County Administrative Officer within ten (10) working days from the receipt of the Assistant CAO – Human Resources or his/her designee’s written decision.

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

C. The decision of an arbitrator shall be final and binding upon the parties but shall not add to, subtract from, nor otherwise modify the terms and conditions of this Agreement.

D. The parties expressly agree that the term of this section shall expire as of the expiration date of this contract and that the status quo shall revert to a situation where there is no arbitration of grievances that occur after the expiration date of this agreement until or unless the Board of Supervisors approves a successor agreement.

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

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

B. An employee is also entitled to represent him/herself individually at any step of the grievance procedure, except in the arbitration procedure outlined in this Agreement.

Only the Union may file for arbitration of a grievance.

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

D. If the employee is represented in a formal grievance meeting, the department may also designate a management representative to be present in such a meeting.

25.8 Grievance Withdrawal
The grievant and his/her representative may withdraw the grievance at any stage of the grievance procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Human Resources Division.
25.9 Grievance Resolution
If a grievance is resolved at Step 2 or 3 in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated. If the employee has been represented by the Union at the Step of the procedure at which a resolution is reached, the Union representative shall also sign the appropriate document acknowledging that the employee has accepted the resolution.

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

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

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

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

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

A. Neither a grievant nor a grievant’s representative who is a county employee shall suffer any lost pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.

B. A grievant or a grievant’s representative shall notify their supervisor as soon as possible of scheduled grievance hearings and of any changes in the time or date of scheduled hearings in which they must participate.

C. In no event shall a grievant be represented by more than one county employee at the grievance hearings.
Section 26 LAYOFF PROCEDURES

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

The County shall inform Union regarding the effects of any planned reduction in force or layoffs which will affect a department's work force.

The department shall contact the Union and offer to discuss the possible reduction and to invite suggestions for possible cost saving alternatives to layoffs. If alternatives to layoffs are not developed by the time the department determines a layoff should occur, the procedure outlined in Section 26.2 below shall be followed.

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

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

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

- Temporary employees
- Probationary new employees (excluding promotional probationary employees)
- Seasonal employees*
- Permanent employees
*Excluding the Agricultural Department.

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

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

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

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

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

E. Demotion in Lieu of Layoff
In lieu of layoff, the department head may offer a permanent employee a demotion to any class for which the employee is qualified. Employees demoted in lieu of layoff pursuant to this paragraph shall not be eligible for the “Y” rating procedure. An employee who accepts a demotion in lieu of layoff shall have the right of restoration to his or her former class when an opening occurs and his or her ranking sequence warrants restoration subject to the provisions of Section 26.4 below.

26.3 Notice
Written notice of layoff shall be served on the affected employees in person or mailed by the United States Postal service to the employee’s latest address on file with the County. The layoff notice shall be served or mailed at least twenty-one (21) calendar days prior to the expected effective date of separation unless delay results from consideration of demotion under the provisions of Section 26.2.4.

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

26.4 Reemployment of Employees Laid Off
The names of persons laid off under these procedures shall be maintained on a departmental recall list for the class series from which the employee was laid off for a period of one (1) year from the date of layoff. When using a departmental recall list to fill a position in a class from which layoffs have occurred within the one (1) year recall period, the department head shall reemploy laid off employees from the appropriate departmental recall list in inverse order of layoff. During the one (1) year recall period, no new employee shall be hired nor shall any employee be promoted to a class from which layoffs have occurred until all employees on layoff status in that class have had the opportunity to return to work.

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

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

A laid off employee may be removed from the department recall list or a preferred eligible list for any of the following reasons:

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

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

Former employees who are hired from a preferred eligible list shall be entitled to:
A. Placement at the highest step in the class into which they are hired provided that the salary upon rehire does not exceed the salary the employee was receiving at the time of layoff,
B. Reinstatement of credit for service time (ranking) as of the date of separation from County service,
C. Credit for all prior service for the purpose of determining vacation and sick leave accrual rates, and
D. Restoration of any sick leave balance credited to the employee’s account on the date of layoff.

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

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

• Restoration of all sick leave credited to the employee’s account on the date he was laid off.

• Credit for all prior service for the purpose of determining vacation accrual rates.
• Placement in the same step of the salary range the employee held at the time of layoff.
• Reinstatement of credit for service time (ranking) as of the date of layoff.

26.7 Insurance Coverage
Each permanent employee who is enrolled in the County Health Plan at the time of layoff may, prior to the effective date of the layoff, elect to enroll in a health insurance conversion plan offered by our then current health plan administrative carrier. In the event the laid off employee so elects, the County will pay an amount equal to two (2) times the employee only premium at the time of layoff toward the cost of the health insurance conversion plan. The above insurance provision does not apply to employees who retire coincidental to their layoff.
26.8 Appeal Procedure
An employee directly affected by the operation of this policy may, within five (5) working days after a notice of layoff is received, request a meeting with a department head or the department head’s designated representative to review the application of this policy as it affects the employee’s status. The employee may be accompanied by a representative of the Union.

The Union, and only the Union, after making an attempt to resolve the matter informally, may with seven (7) days of the date of an alleged violation of this policy file a grievance for final consideration and determination at the department head level in accordance with the provisions of the grievance procedure in effect between the County and the Union. A grievance filed in accordance with this paragraph shall not be subject to Article 26, “Arbitration,” of this Agreement.
Section 27 DISCIPLINE

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

27.2 Notice of Proposed Disciplinary Action
In order to institute disciplinary action the appointing authority or his/her designee shall serve notice of the proposed disciplinary action in accordance with the following procedures.

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

The notice of proposed disciplinary action shall include the following:

A. The nature of the disciplinary action;
B. The effective date of the action;
C. The causes for the action in ordinary, concise language with the dates and places thereof, when known;
D. A statement that identifies the material upon which the action is based and states that it is available for inspection; and
E. A statement advising the employee of his/her right to respond either verbally or in writing to the appointing authority or his/her designee imposing the disciplinary action prior to the effective date, the right to be represented in that response, and that members of the bargaining unit are represented by SEIU Local 521, and the address and telephone number of the union office.

27.3 Notice of Implementation of Discipline
In the case of an involuntary leave without pay of three (3) working days or less or an involuntary leave with pay of twenty (20) working days or less, the involuntary leave may be imposed by a single notice containing items A, B, C and D of Section 27.2 above. This notice shall be delivered to the employee on or as soon after the effective date of the suspension as possible.

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

The notice of disciplinary action shall contain the information in items A, B, C and D of Section 27.2 above and, in addition, shall include a statement as to the right of appeal and representation by a party of his/her own choice and shall include a referral to the section of this Agreement concerning appeals from disciplinary action and shall include a statement that members of the bargaining unit are represented by SEIU Local 521 with the address and the telephone number of the union office.

27.4 Written Reprimand
An appointing authority or his/her designee may reprimand an employee by furnishing the employee with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the reprimand shall be given to the Human Resources Division for inclusion in the employee’s personnel file, and shall not be subject to appeal, but the employee and/or his/her representative shall have the right to discuss the reprimand with the appointing authority or his/her designee. The appointing authority or his/her designee may correct the reprimand, or notice of reprimand, at his/her discretion. The employee may submit a written response that shall be placed in his/her personnel file.

27.5 Disciplinary Review
An employee may be placed on disciplinary review for a specified period of time not to exceed six (6) months for each such instance with the understanding that should the causes for such action not be satisfactorily corrected or remedied during the period, subsequent disciplinary action may be taken.

The six (6) month restriction shall apply only to managerial imposition of discipline and is not intended to restrict the ability of a third (3rd) party neutral to invoke a greater period of disciplinary review.

An employee on disciplinary review shall serve at the pleasure of his/her appointing authority during such review.

In the case of an employee serving disciplinary review, the forfeiture of appeal rights shall extend only to acts or omissions related to the conditions of such disciplinary review.

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

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

27.7 Involuntary Leave Pending Investigation for Disciplinary Action
An appointing authority or his/her designee may place an employee under his/her control on involuntary leave from his/her position at any time for reasons of investigation for disciplinary action. Such involuntary leave may be either with or without pay subject to the limits set forth in Section 27.6 of this article.

Written notice of such involuntary leave shall be given to the employee as soon as possible but not later than seventy-two (72) hours after such action is taken. Such involuntary leave is not a disciplinary action and shall not be subject to appeal unless it, or any portion of it, subsequently becomes a disciplinary action. In the event an employee is placed on involuntary leave without pay under this section and the appointing authority takes not disciplinary action, he/she shall reinstate the employee to his/her position and restore all rights and privileges and back pay for the time lost during the involuntary leave.

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

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

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

27.11 Absence without Leave Separation
An employee absent from duty for a period which exceeds three (3) working days without authorized leave shall be considered to have abandoned his/her position and to have automatically resigned.
Such resignation shall be rescinded by the appointing authority if the employee can show to the satisfaction of the appointing authority that it was impossible to contact the department of employment, provided the employee contacts the department within five (5) working days of notice of separation under this section through United States Mail.

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

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

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

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

The written notice of appeal must:
A. State the basis of the appeal and contain a specific admission or denial of each of the material allegations contained in the notice of disciplinary action; and,
B. Be filed with the County Administrative Officer within ten (10) working days of the effective date of the disciplinary action; and,
C. Indicate which of the available appeal procedures the appeal is being filed under (for instance the LAPS procedure or the procedures set forth in this Agreement).

Appeals to arbitration shall only be filed by the Union.

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

The parties shall select a mutually acceptable arbitrator.

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

Section 28 PERSONNEL RECORDS

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

All personnel records are and remain the property of the County.

Employees shall have the right to inspect and review any official record relating to his/her performance as an employee which is kept or maintained by the County. When any comment adverse to an employee’s interest is entered in his/her official personnel records, the employee shall have opportunity to read the adverse entry.

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

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

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

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

It is mutually recognized that all performance related materials contained within an employee’s personnel file may provide material substance and support to proposed and imposed disciplinary actions. Nothing in this Agreement shall preclude the use of any material in an employee’s personnel file from being used in any proceeding involving the decision of the appointing authority to take disciplinary action against the employee.
Section 29 REQUEST OR APPLICATION FOR NEW POSITION

29.1 Transfers
The County retains the sole right to transfer employees from one (1) work site to another. Except when an immediate transfer is necessary to meet the requirements of the department, employees shall receive notice five (5) working days prior to the effective date of the transfer.

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

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

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

29.2 Clerical Referral System
Effective upon implementation by the Human Resources Division, when applying for a position for which referrals are generated through the county clerical referral system, an employee may indicate department(s) in which he/she is willing and not willing to work. Once an employee has officially applied for a county clerical position, has passed the required clerical tests, and his/her application is active in the county clerical referral system, his/her application shall remain active until one of the following conditions is met:

A. His/her clerical test results expire (currently one year from testing date).
B. He/she withdraws his/her application.
C. He/she accepts a permanent county position.
D. He/she fails to respond to, or to accept, an invitation for a job interview in a department in which he/she has either indicated that he/she is willing to work or in a department for which he/she has not indicated that he/she is not willing to work.

E. He/she has been referred for four (4) job vacancies in departments in which he/she has indicated that he/she is willing to work or in departments for which he/she has not indicated that he/she is not willing to work.
F. He/she fails to accept an offer of employment in a department for which he/she has indicated he/she is willing to work or in a department for which he/she has not indicated that he/she is not willing to work.

Section 30 USE OF VOLUNTEERS
No volunteer program shall have the effect of displacing any county employee. The County shall meet with the Union to discuss any Countywide volunteer program before implementing such a program.

Section 31 CONTRACTING OUT
The County and the Union agree to implement and abide by the provisions of the policy on contracting out which was adopted on March 23, 1982, and any modifications thereto to which the parties may agree from time to time insofar as it involves work that has previously been performed by employees in the unit. It is further agreed, however, that proposal to contract for work from third parties that involve labor costs of Sixteen Thousand Two Hundred Fifty Dollars ($16,250) or less or for leases, lease-backs, lease purchases or other facility agreements, work required by law to be contracted out, and continuations of existing contracts are excluded from this section and the County may proceed with such contracts without notifying the Union.

Grievances alleging a violation of this policy shall be filed at step three. The only remedy which may be ordered pursuant to such a grievance is proper compliance with the policy. The Board of Supervisors may proceed without meeting and discussing if circumstances justify urgency action. Advance written notice of six (6) working days of intention to proceed on such a basis shall be given to the Union prior to any Board action; provided nothing herein shall hamper the Board’s lawful exercise of authority under state law in emergency situations.

Section 32 POLYGRAPH EXAMS
It is agreed that the use of polygraph examinations shall be limited to pre-employment background investigations for any higher-level position and investigations in “Criminal Justice” departments into allegations or charges, which if proven true, may constitute the basis for criminal charges.

No bargaining unit employee shall be required to cooperate with, participate in or submit to any polygraph examinations as a condition of continuing employment except as specified above.

Section 33 EMERGENCY AUTHORITY
Nothing contained herein shall be construed to limit the authority of the County to make changes for the purpose of preparing for or meeting an emergency. For the purposes of this article, any changes in law or circumstances that significantly reduce currently existing or anticipated revenue levels shall be included within the definition of an emergency. Such emergency actions shall not extend beyond the period of the emergency.
Whenever practicable, the County will meet and consult with the Union prior to taking action under the authority of this section. After taking action under the authority of this section, the County, upon request, will meet and confer with the Union over the practical consequences that the emergency action taken had on those terms and conditions of employment that are within the scope of representation.

Section 34 REST and MEAL PERIODS

Rest Period
A full-time work day is eight (8) sequential hours of work exclusive of a meal period of at least thirty (30) minutes. There will be a rest period of 15 minutes at approximately each half-shift of more than four hours. A rest period is considered hours worked for pay purposes.

Rest periods may be suspended when unusual emergency conditions require continuous performance of duties in order to protect or preserve life or property.

Rest periods may be suspended for up to five (5) continuous days when short term staffing shortages require continuous work in order to provide essential services; additional suspension of rest periods within thirty (30) days due to staffing shortages requires approval by the Assistant CAO/Human Resources or NMC CEO.

Meal Period
A meal period is an off-duty time, away from all work assignments. Workers shall be granted a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes. The meal period shall not be compensated time and every attempt shall be made to provide a meal period away from a worker’s duties. In the event that this is not possible, the non-exempt workers will be compensated for that time in accordance with Section 10 – Overtime Eligible Employees.

Section 35 PERFORMANCE EVALUATIONS
Performance evaluations are used to demonstrate to employees that they are valued; record how an employee’s performance meet the requirements of the job; create a job history record; identify employee strengths and areas for enhancement; assist the employee and supervisor in an effort to attain the highest level of performance; and reinforce performance standards."

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

An employee who does not agree with the overall rating which he/she receives on his/her written performance evaluation shall discuss and attempt to resolve the differences with his/her immediate supervisor.

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

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

**Section 36 CONCERTED ACTIVITIES**

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

In the event of any work-stoppage, during the term of this Agreement, whether by the Union or by any member of the bargaining unit, the Union by its officers, shall immediately declare in writing and publicize that such work-stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the County. In the event of any work-stoppage the Union promptly and in good faith performs the obligations of this paragraph, and providing the Union had not otherwise authorized such work-stoppage, the Union shall not be liable for any damages caused by the violation of this provision.

The County shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the County shall also have the right to seek full legal redress, including damages, as against any such employee.
Section 37 SEPARABILITY
If any section, subsection, paragraph, clause or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 38 REQUIRED NOTICE
In the event Natividad Medical Center anticipates a pending merger, sale, closure, leasing assignment, divestiture, or other transfer of ownership and/or management of its operations in whole or in part, the Union shall be notified in writing sixty (60) days prior to the effective date of such action. The County agrees to arrange a meeting between the successor employer and the Union for the purpose of discussing a smooth transition of operations, employee wages, hours, working conditions, and Union recognition. The County also agrees to provide the Union a list of names and addresses of all Unit member employees.

This Article shall not be subject to the grievance procedure.

Section 40 FULL UNDERSTANDING MODIFICATION, WAIVER
It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

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

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

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

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

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

FOR SEIU LOCAL 521

FOR MONTEREY COUNTY
MEMORANDUM
OF
UNDERSTANDING

Between
County of Monterey

And

SEIU Local 521
Social Services Unit

July 1, 2011 – June 30, 2013
The following resources for answers to employment related questions are available at http://www.co.monterey.ca.us/personnel:

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

Additional Union related information is available at http://www.seiu521.org.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preamble</td>
<td>...........................................................................................................</td>
<td>4</td>
</tr>
<tr>
<td>Article 1</td>
<td>Recognition</td>
<td>4</td>
</tr>
<tr>
<td>Article 2</td>
<td>Term</td>
<td>5</td>
</tr>
<tr>
<td>Article 3</td>
<td>No Discrimination</td>
<td>5</td>
</tr>
<tr>
<td>Article 4</td>
<td>Union Security</td>
<td>6</td>
</tr>
<tr>
<td>Article 5</td>
<td>Official Representatives and Stewards</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>Section 5.1 - Representation</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Section 5.2 - Stewards</td>
<td>10</td>
</tr>
<tr>
<td>Article 6</td>
<td>Pay Practices</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>Section 6.1 - Wages</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>Section 6.2 - Eligibility I/II/III Intake Differential</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>Section 6.3 - Bilingual Skill Pay</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>Section 6.4 - Bilingual Longevity Incentive Pay</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Section 6.5 - Shift Differential</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Section 6.6 - Float Pay</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Section 6.7 - Increases Within Salary Range</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Section 6.8 - Eligibility for Step Advancement</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Section 6.9 - Performance Evaluations</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Section 6.10 - Temporary Special Assignment Pay</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Section 6.11 - Signing Rebate</td>
<td>16</td>
</tr>
<tr>
<td>Article 7</td>
<td>Salary on Change of Class or Position</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Section 7.1 - Change to Higher Class</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Section 7.2 - Salary on Reassignment</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Section 7.3 - Step Increase and Change of Class</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Section 7.4 - Work Out of Classification</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Section 7.5 - Change to Lower Paid Class</td>
<td>17</td>
</tr>
<tr>
<td></td>
<td>Section 7.6 - Salary on Transfer</td>
<td>17</td>
</tr>
<tr>
<td></td>
<td>Section 7.7 - Effective Date of Personnel Actions</td>
<td>17</td>
</tr>
<tr>
<td>Article 8</td>
<td>Hours of Work, Overtime and Premium Pay</td>
<td>17</td>
</tr>
<tr>
<td></td>
<td>Section 8.1 - Hours of Work</td>
<td>17</td>
</tr>
<tr>
<td></td>
<td>Section 8.2 - Meal Period</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>Section 8.3 - Rest Period</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>Section 8.4 - Call Back</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>Section 8.5 - Standby</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>Section 8.6 - Seasonal/Part-time Positions</td>
<td>19</td>
</tr>
</tbody>
</table>
TABLE OF CONTENTS – continued

Section 8.7 – Reduced Work Schedule .......................................................... 19
Section 8.8 – Ten Hour Break Rules ............................................................. 19
Section 8.9 – Unscheduled Shift Premium .................................................... 19
Section 8.10 – Call Off ............................................................................. 19
Section 8.11 – Overtime Work .................................................................. 20
Section 8.12 – Travel Time ....................................................................... 22
Section 8.13 – Temporary Work Location .................................................. 22
Section 8.14 – Authorization for Paid Compensatory Time/Leave ........... 22

Article 9 – Personnel Actions ................................................................. 24
  Section 9.1 – Probation ........................................................................ 24
  Section 9.2 – Rejection from Promotional Probation ............................ 24
  Section 9.3 – Disciplinary Action Defined ............................................. 25
  Section 9.4 – Notice of Proposed Disciplinary Action ......................... 25
  Section 9.5 – Notice of Final Disciplinary Action ................................. 26
  Section 9.6 – Counseling .................................................................... 26
  Section 9.7 – Written Reprimand ........................................................... 27
  Section 9.8 – Suspension Without Pay .................................................. 27
  Section 9.9 – Suspension With Pay ......................................................... 27
  Section 9.10 – Suspension Pending Investigation for Disciplinary Action 27
  Section 9.11 – Reduction in Salary ......................................................... 28
  Section 9.12 – Disciplinary Demotion .................................................... 28
  Section 9.13 – Dismissal ..................................................................... 28
  Section 9.14 – Absence Without Leave Separation ............................... 28
  Section 9.15 – Statute of Limitations ..................................................... 28
  Section 9.16 – Appeals from Disciplinary Action ............................... 29
  Section 9.17 – Disciplinary Arbitration ................................................. 29
  Section 9.18 – Amendment of Appeal ................................................... 30
  Section 9.19 – Appeals ....................................................................... 30
  Section 9.20 – Personnel Files ............................................................... 30

Article 10 – Benefit Programs ................................................................. 31
  Section 10.1 – Insurance .................................................................... 31
  Section 10.2 – Education and Training .................................................. 34
  Section 10.3 – Retirement ................................................................... 34

Article 11 – Holidays ............................................................................ 37
  Section 11.1 – Holidays Observed ....................................................... 37
  Section 11.2 – Compensation for Holiday Worked .............................. 37
  Section 11.3 – Holiday Standby Pay ....................................................... 38
  Section 11.4 – Hospital Employees Holiday Pay ................................. 38
  Section 11.5 – Winter Recess ................................................................ 38

Article 12 – Vacation ............................................................................ 39
  Section 12.1 – Vacation Accrual Rates .................................................. 39
  Section 12.2 – Vacation Accrual Maximum/Vacation Cash Out .......... 39
  Section 12.3 – Vacation Usage .............................................................. 39
# TABLE OF CONTENTS – continued

**Article 13 – Leave Provisions**
- Section 13.1 – Accrual Rates .................................................. 40
- Section 13.2 – Sick Leave Payoff ........................................... 40
- Section 13.3 – Family Sick Leave ........................................... 40
- Section 13.4 – California Kin Care Law ................................. 41
- Section 13.5 – Parental Leave/Maternity Leave ...................... 41
- Section 13.6 – Sick Leave Usage ............................................. 42
- Section 13.7 – Bereavement Leave ........................................ 42
- Section 13.8 – Military Leave ................................................ 42

**Article 14 – Educational Leaves** ............................................ 42
- Section 14.1 – Educational Leave .......................................... 42
- Section 14.2 – Continuing Education .................................... 43
- Section 14.3 – Licensure Fees .............................................. 43

**Article 15 – Layoff Procedure** ............................................. 43
- Section 15.1 – Policy ........................................................... 43
- Section 15.2 – Seniority Defined ......................................... 43
- Section 15.3 – Order of Layoff ............................................. 43
- Section 15.4 – Natividad Medical Center – Temporary Status Option ........................................... 44
- Section 15.5 – Ranking in Previous Classes ......................... 44
- Section 15.6 – Notice of Layoff ........................................... 44
- Section 15.7 – Transfer in Lieu of Layoff .............................. 44
- Section 15.8 – Demotion in Lieu of Layoff ............................. 44
- Section 15.9 – Recall Lists .................................................. 45
- Section 15.10 – Status of Employees Re-employed From a Preferred Eligible List ............................... 45
- Section 15.11 – Restoration of Benefit for Recalled Employees ........................................... 46
- Section 15.12 – Insurance Coverage .................................... 46
- Section 15.13 – Appeal Procedures ....................................... 46

**Article 16 – Transfer Policy** ................................................. 47
- Section 16.1 – Voluntary Transfer ........................................ 47
- Section 16.2 – Involuntary Transfer ...................................... 47

**Article 17 – Grievance Procedure** ........................................ 47
- Section 17.1 – Grievance Defined ......................................... 47
- Section 17.2 – Limited Grievance Procedure Application ........ 48
- Section 17.3 – Time Limits .................................................. 48
- Section 17.4 – Grievance Procedure Steps ............................ 49
- Section 17.5 – Notice of Meetings ........................................ 51
- Section 17.6 – Representation ............................................. 51
- Section 17.7 – Grievance Withdrawal ................................... 51
- Section 17.8 – Grievance Resolution .................................... 51
- Section 17.9 – Reconsideration .......................................... 51
- Section 17.10 – Consolidation ............................................ 51
- Section 17.11 – Processing Grievances ............................... 52

Unit K- SEIU

11/10/2011
PREAMBLE

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

ARTICLE 1
RECOGNITION

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

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

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

As well as any other job classifications that are developed during the course of this MOU that fit within the scope of the classifications that SEIU Local 521 currently represents. Such employees
shall have full rights to representation in all matters within the scope of representation, (as defined in California Government Code 3500, et sequens), by the Union.

ARTICLE 2
TERM

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

ARTICLE 3
NO DISCRIMINATION

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

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

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

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

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

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

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

4.2 Agency Shop

A. Condition of Employment

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

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

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

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

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

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

B. Charity Fee Deduction

To qualify for the charity fee deduction, an employee must certify to the Union that she/he is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. Such exempt unit employees will be required to submit to the Union a notarized letter certifying that person’s membership in such a religion, body or sect, signed by an official of the bona fide religion, body or sect.
C. Service Fee as Condition of Employment
Employees hired into the unit who fail to authorize a union dues deduction or service fee deduction must, as a condition of their continued employment, authorize a service fee deduction within thirty (30) days following the beginning of their employment. The employee may avail her/himself of the service fee or charity fee options set forth above. If an employee fails to meet this obligation, the union will make written request to the County to take the necessary steps to separate that employee from County service. The County will inform the Union of all new hires.

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

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

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

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

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

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

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

A. Union Orientation

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

B. Bulletin Boards

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

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

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

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

C. Visits by Union Representatives

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

i. Accommodation of Scheduling Requests

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

Hospital management will communicate successful methods of accommodating scheduling requests.

ii. Operational Union Access Procedures for NMC

Upon entry to NMC facilities, the Representative shall contact Human Resources person or their designee by regular phone or in-house phone, to report their presence, with a follow-up call or drop-in upon exiting. For the delivery of materials (i.e. ballots, informational flyers, etc.) that do not require more than cursory contact with members, the Representative will call the Human Resources Department upon entry to or exit from the facility.
D. Facilities
County buildings and other facilities shall be made available for use by the Union or its Representatives in accordance with administrative procedures governing such use.

E. Use of County Email System for Union Business
The County Email system may be used for Union Business in the following way:

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

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

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

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

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

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

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

ARTICLE 5
OFFICIAL REPRESENTATIVES AND STEWARDS

5.1 Representation
The Union may select up to three (3) persons to act as Official Representatives. The Union will give to each Department Head the names of persons so selected.
Official Representatives shall represent the Union in jointly scheduled meetings with management to address common concerns without loss of pay and any meet and confer issues.

The County and the Union recognize that:

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

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

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

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

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

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

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

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

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

5.2 Stewards

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

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

C. Stewards shall receive no overtime for time spent performing a function of a Steward.
D. Stewards shall not conduct union business on county time, except as specifically authorized by this Memorandum of Understanding.

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

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

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

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

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

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

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

2. At the request of the County, the Union will make a reasonable effort to use Stewards who are also employees of the same department and/or a Union staff representative.
ARTICLE 6
PAY PRACTICES

6.1 Wages

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

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

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

   A. Total Compensation Study

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

   B. Crisis Intervention Specialists

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

6.2 Eligibility Worker I/II/III Intake Differential

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

   A. Intake Assignment Differential

      1. Eligibility Worker I/II/III must be assigned to an Eligibility Intake Unit (as identified in paragraph C below) on a regular basis.

      2. The “Intake Assignment Differential” shall terminate when the Eligibility Worker is no longer assigned to the Eligibility Intake Unit.

      3. Eligibility Workers assigned to an intake unit to do “ongoing work” are not eligible for the “Intake Assignment Differential”.

   B. Intake Hourly Differential

      1. Eligibility Workers I/II/III must be assigned to perform authorized Intake work in an Eligibility Intake Unit (as identified in paragraph C below) on a temporary basis for a minimum of two (2) consecutive hours in a given day.
2. The differential will be paid for every hour worked that day, including the two (2) hour minimum described above.

3. For purposes of this Section, the Department will round up time worked to the nearest one-half (1/2) hour.

4. The Department will make every effort to avoid temporary intake assignments of less than two (2) hours.

5. An Eligibility Worker I/II/III receiving “Intake Assignment Differential” cannot receive the “Intake Hourly Differential”.

C. Eligibility Intake Units

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

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

6.4 Social Worker Series Assignment

A. Social Worker III Differential

Social Workers III under-filling Social Worker V positions and performing the duties of the Social Worker IV/V in the Department of Social and Employment Services will receive a 5% differential calculated on the employee’s base wage.

B. Social Workers I/II

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

6.3 Bilingual Skill Pay

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

Bilingual skill payments will be made when:

A. Public contact requires continual eliciting and explaining information in a language other than English; or

B. When translation of written material in another language is a continuous assignment; or

C. The position is the only one in the work location where there is a demonstrated need for language translation or interpretation in providing services to the public.

The County shall review positions covered by this Agreement not less than annually to determine the number and location of positions requiring bilingual abilities.
The Department Head may grant payment at the higher rate to employees using certified bilingual skills less than 33% of their work time for unique languages for populations identified as hard-to-serve.

6.4 **Bilingual Longevity Incentive Pay**

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

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

6.5 **Shift Differential**

A shift differential of one dollar and fifty-five cents ($1.55) per hour shall be paid to all represented employees who, as part of their regular shift, work at least four (4) hours after 3:00 p.m. and whose shift starts after 12:31 p.m. With the exception of a consecutive twelve (12) hour shift that starts at 11:00 a.m.

A shift differential of three dollars and five cents ($3.05) per hour shall be paid to employees who, as a part of their regular shift, work at least four (4) hours after 11:00 p.m. and before 7:00 a.m.

If, during the term of this Agreement, the shift differential for the Health Unit at Natividad Medical Center (H-Unit represented by SEIU 521) increases, bargaining unit K members shall also receive equivalent increase (s).

6.6 **Float Pay**

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

6.7 **Increases within Salary Range**

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

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

6.8 **Eligibility for Step Advancement**

An employee will be eligible for advancement to any higher step in a salary range of her/his class upon completion of each year of continuous service in her/his class in a full-time permanent or seasonal position. The County Administrative Officer may, upon written request
of the Department Head, authorize the step advancement of an employee on a date other than the step eligible date when she/he deems it to be in the best interest of the County.

During an employee's initial probationary period in that class, the appointing authority may grant advancement to any higher step in the salary range. In determining the appropriateness of advancing a probationary employee above the initial step, the appointing authority should consider the criteria used for determining initial step placement.

The step advancement shall be effective at the beginning of the pay period within which the employee becomes eligible for the step advancement.

If the County Administrative Officer determines that an employee failed to receive a step advancement on the date on which he/she was otherwise eligible due to administrative or clerical error, the Auditor-Controller is authorized and directed to pay the employee the amount he/she would have received if the error had not been made.

6.9 Performance Evaluations

A. Policy

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

An employee who does not agree with the overall rating which he/she receives on his/her written performance evaluation shall discuss and attempt to resolve the differences with her/his immediate supervisor.

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

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

B. Late Evaluations

Failure of an appointing authority to recommend step advancement in accordance with Article 9 - Probation Section 9.1.B - Successful Completion of Probation shall be considered to be a recommendation of step advancement effective on the due date. Timeliness of evaluations is not subject to the grievance procedure.

6.10 Temporary Special Assignment Pay

Employees shall be eligible for Temporary Special Assignment Pay as provided in the Personnel Policies and Practices Resolution No. 98-394 (A.9.14) [See attachment for Administrative Procedure.]
6.11 Signing Rebate

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

**ARTICLE 7**

**SALARY ON CHANGE OF CLASS OR POSITION**

7.1 **Change to Higher Class**

The salary of an employee who is promoted or reclassified from one class to another having a higher salary range shall be adjusted to the first step of the new salary or to the next higher step that provides a minimum of five percent (5%) salary increase. Other provisions of the Personnel Policies and Practices Resolution notwithstanding, it is the intent of the Board of Supervisors that employees receive an increase of not less than five percent (5%) minimum or the highest step, whichever is less as a result of a promotion or reclassification to a higher salary range.

If the employee was paid at a Y-rate above the highest step of the lower class, the five percent (5%) minimum increase shall not apply. Instead, the employee’s salary shall be adjusted to the lowest step in the range of the higher class, which provides an increase in salary.

7.2 **Salary on Reassignment**

If a Bargaining Unit employee voluntarily accepts reassignment to another County position of equal or lower pay for which he/she meets the minimum qualifications, and such reassignment is deemed by the County Administrative Officer to be in the best interest of the County, salary and benefit placement will be made in accordance with the County’s regular Y-Rating procedures.

7.3 **Step Increase and Change of Class**

In the event that a reclassification or salary adjustment is to be effective on the same date that an employee is eligible for consideration for a step increase, she/he shall first receive that step increase, if approved.

In the event that a promotion is to be effective on the same date that an employee is eligible for consideration for a step increase, she/he shall first receive that step increase.

7.4 **Work Out of Classification**

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

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

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

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

D. The employee must perform all of the duties of the higher classification except she/he cannot act as the signing authority of any disciplinary action and shall not serve as the authority on matters of discipline.
For working out of class the employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). Such compensation shall begin on the twenty-first (21st) working day after the assignment to the higher classification.

7.5 Change to Lower Paid Class

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

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

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

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

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

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

7.6 Salary on transfer

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

7.7 Effective Date of Personnel Actions

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

---

**ARTICLE 8**

**HOURS OF WORK, OVERTIME AND PREMIUM PAY**

8.1 Hours of Work

A. Standard Work day/work week

Eight hours work shall constitute a full work day and forty hours work shall constitute a full work week unless otherwise provided by law, code, approved alternative work schedule or other agreement.
B. Flexible Work Schedule

Department Heads shall accept, review and discuss proposals for flexible work schedules submitted by the Union. Changes in work schedules may be made on an office, work unit, or individual basis after consultation with the affected employee(s) and approval by the Director. Except in cases where administrative necessity requires a more immediate change, changes in schedules made by the employer shall be implemented after twenty (20) working days notice to the affected employee(s). The County agrees to notify the Union in writing of the intended changes. Changes in schedules requested by the employee and approved by the Director may be implemented with less than twenty (20) working day notice if mutually agreed upon.

It is understood and agreed that individuals have no vested right to any particular work schedule and that work schedules may be changed, subject to the time restrictions noted above, at the discretion of management.

8.2 Meal Period

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

8.3 Rest Period

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

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

8.4 Call Back

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

8.5 Standby

Those employees who are placed on standby duty in accordance with rules and procedures established by the County for such duty shall be paid at the rate of four dollars and fifty cents ($4.50) per hour. Any worker called by telephone or called out while on standby shall receive a minimum of one (1) hour pay. The intent of the parties is to compensate employees for a minimum of one hour, or time actually worked, whichever is greater. For example, if an employee receives calls at 1:00 p.m., 1:15 p.m., 1:20 p.m., 1:55 p.m. and the last call finishes at 2:10 p.m., s/he is credited for one hour and ten minutes, which under the County’s Payroll Time and Leave Reporting policy, would round to one hour and fifteen minutes. And, if an employee receives calls at 1:00 p.m., 1:15 p.m., 1:20 p.m. and 1:45 p.m., s/he is paid for one hour, not four
hours. It is not the intent that employees be paid for multiple telephone calls received within a one hour period. While it is understood that the County has the sole authority to change the rules and procedures by which standby is administered, no substantive changes in said rules and procedures will be implemented without notification and an opportunity to respond to the Union. No employee shall be paid for standby duty time and other compensable duty time simultaneously. Time actually worked while on standby duty will be compensated at the rate of one and one-half (1½) times their regular rate of pay. For FLSA overtime exempt employees, time actually worked while on standby duty will be compensated at the rate of one and one-half (1½) times the hourly rate of pay for an employee’s step listed on the County salary schedule, and does not include any additional enhancements such as differentials, bilingual pay, or stipends. (Parties agreed 8/30/11. Retro for side letter being handled via TADJ submitted by departments. Fixed going forward. FLSA training being done at DSES for supv and managers.)

8.6 Seasonal/Part-Time Positions

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

8.7 Reduced Work Schedule

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

8.8 Ten Hour Break Rule

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

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

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

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

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

8.9 Unscheduled Shift Premium

When a permanent employee at Natividad Medical Center is called in to work a previously unscheduled shift with less than twelve (12) hours of notice, that employee shall be paid at a premium rate equal to one and one-half (1-1/2) times their basic rate of pay.

8.10 Call Off

Natividad Medical Center employees may be called off their regularly scheduled shifts for lack of work.

A. The order of call off shall be as follows:

1. Anyone who wishes to volunteer for call off
2. Agency/Registry Temporaries
3. County temporaries
4. County permanent employees on overtime
5. County permanent part-time
6. County full-time (The employer will make an attempt to rotate the call-off of employees as much as possible in order to mitigate the impact of the call-off on any single employee.)

B. Natividad Medical Center will attempt to contact the employee at his/her contact phone number at least one and one half hours prior to his/her scheduled shift. Once the attempt to contact the employee is made NMC will not be required to pay the employee show up time. The employer shall maintain a log of each attempt to contact the employee. The employee shall be responsible for insuring that NMC is utilizing a valid, current contact number.

C. Once an employee is called off duty, the employee is not obligated to make him/herself available for work.

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

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

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

G. Employees may be offered the opportunity, on a voluntary basis, to float to other departments within the hospital depending upon hospital needs and employee skills.

8.11 Overtime Work
A. General Provisions

The County will attempt to schedule Bargaining Unit employees to a standard work week of forty (40) hours, but the County does reserve the right to set work schedules in its discretion. Overtime shall be required and scheduled at the option of the County.

Overtime work assignments shall be distributed among workers in the same classification and applicable work unit as equally as possible. Overtime shall be defined as time actually worked in excess of forty (40) hours in a work week beginning 12:01 a.m. Saturday and ending 11:59 p.m. Friday, except for employees opting to work a 9/80 or flex schedule and except for employees of Natividad Medical Center. Overtime for employees of Natividad Medical Center shall be defined as time actually worked in excess of eighty (80) hours in a pay period.

For the purposes of this Article, paid holiday, vacation, and compensatory time-off hours shall be considered as hours worked for the purpose of determining overtime.
B. Overtime Eligible Employees

If required and scheduled by management and if all other requirements for overtime pay are satisfied, an employee in an overtime eligible class shall be compensated at the rate of one and one-half (1½) times the regular rate of pay. Regular rate of pay shall be the rate of pay calculated as provided for by the Fair Labor Standards Act. Hours and the corresponding dollar values of County holidays, vacation, and compensatory time shall be counted in calculating the regular rate of pay.

Except as otherwise provided herein, employees in overtime eligible classes shall be compensated for overtime which has been authorized by their appointing authority, by either a) compensatory time off at the rate of one and one-half (1½) hours credit for each hour of overtime or, b) in cash at the rate of one and one-half (1½) times the employee’s regular rate of pay. Compensatory time off (CTO) may be accumulated to a maximum of eighty (80) hours. When the individual employee has accumulated eighty (80) hours of unused CTO, then that employee shall be paid for any further overtime at the rate of one and one-half (1½) times the employee’s regular rate of pay.

Compensatory time off will be scheduled with mutual agreement between the supervisor and the employee. When an employee has accumulated seventy-two (72) hours of compensatory time off, and the employee has not been able to arrange to take the compensation time off, management will make every effort to allow the employee to take this time off. If no agreement can be reached, the County reserves the right to require and schedule compensatory time off.

C. Overtime Exempt Employees

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

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

D. Administration of Fair Labor Standards Act

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

It is further agreed that should the FLSA cease to apply to employees in this Unit the County may, after giving the Union notice and an opportunity to respond, rescind any and all changes to the overtime provisions and practices that were made solely in order to comply with the FLSA and return those provisions and practices to their status as of April, 1985.
The change may not be effective until twenty-one (21) days after notice has been given to the Union.

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

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

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

8.12 Travel Time

Pursuant to the Fair Labor Standards Act, non-exempt employees who are a passenger travelling outside of their regular scheduled shift shall be paid for those hours that fall within their regular scheduled shift only. Non-exempt employees who are driving for travel outside of their regular scheduled shift shall be paid for those hours during which they are driving.

8.13 Temporary Work Location

When a worker is assigned to work at a location different from her/his regular work location, the County will either supply transportation or pay mileage based on the additional distance driven as the result of the temporary assignment.

No mileage will be paid for home-to-work/work-to-home travel except for those miles in excess of the distance from the worker’s home to the regular work location.

Travel time will be paid only for travel between work locations when a worker is assigned to report to the regular work location before or after reporting to the temporary work location.

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

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

No Pyramiding

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this MOU may apply. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this MOU may apply.
ARTICLE 9
PERSONNEL ACTIONS

9.1 Probation

A. Initial Probationary Period

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

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

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

B. Successful Completion of Probation

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

C. Reclassification Probationary Period

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

9.2 Rejection From Promotional Probation

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

A. The employee in question has passed her/his probationary period in the class from which she/he was promoted.
B. The reason(s) for the termination of the promotional probationary appointment are related solely to the failure to learn and perform all of the duties of the higher position in a satisfactory manner.

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

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

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

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

9.3 Disciplinary Action Defined

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

9.4 Notice of Proposed Disciplinary Action

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

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

The notice of proposed disciplinary action shall include the following:

A. Statement of the nature of the disciplinary action;
B. Effective date of proposed action;
C. A statement of the cause thereof;
D. A statement in ordinary, concise language of the actions or omissions upon which the causes are based;
E. A statement that identifies all the materials upon which the action is based, the attachment of such materials within reason, and an indication where the documents that are not attached can be accessed for inspection; and

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

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

9.5 Notice of Final Disciplinary Action

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

A. Statement of the nature of the disciplinary action.

B. Effective date of action.

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

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

9.6 Counseling

In the event that a worker’s performance or conduct is unsatisfactory or needs improvement, informal counseling shall be provided when determined to be appropriate at the sole discretion of the worker’s first level supervisor. Documentation of such counseling shall be given to the worker. If such documentation is placed in the worker’s personnel file, the worker shall be
notified. Department HR will notify the worker that the counseling memo has been placed in the worker's file and inform the worker of the right to have a written response placed in her/his personnel file. When the situation allows, counseling shall be used prior to a written reprimand being issued. However, other disciplinary action shall not be precluded should counseling not occur. At the request of the worker, the Department Head may on a case by case basis remove the counseling memo from the personnel file.

9.7 Written Reprimand

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

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

9.8 Suspension Without Pay

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

9.9 Suspension With Pay

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

9.10 Suspension Pending Investigation for Disciplinary Action

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

Written notice of such suspension shall be issued to the suspended employee no later than the date that such action is taken. Such suspension will not be considered a disciplinary action and shall not be subject to appeal unless it, or any portion of it, subsequently becomes a disciplinary action. In the event that an employee is suspended without pay under this Section and the
appointing authority takes no disciplinary action she/he shall reinstate the employee to her/his position and restore all rights and privileges and back pay for the time lost during the suspension.

9.11 Reduction in Salary

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

9.12 Disciplinary Demotion

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

9.13 Dismissal

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

9.14 Absence Without Leave Separation

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

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

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

9.15 Statute of Limitations

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

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

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

9.16 Appeals from Disciplinary Action

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

1. Be filed in writing with the Asst CAO - Human Resources within ten (10) working
days following the date of the notice imposing disciplinary action or if appealing
pursuant to LAPS procedures, within thirty (30) calendar days from the date of the
action or notification of action.

2. State the basis for the appeal, and contain a specific admission or denial of each of the
material allegations contained in the Notice of Disciplinary Action.

3. Indicate which one of the appeal procedures the employee wishes to avail her/himself
of at the time she/he files the initial appeal from disciplinary action: a hearing by a
Hearing Officer designated by the Asst CAO - Human Resources or appeal on their
behalf by the Union to disciplinary arbitration as set forth in Section 9.17 -
Disciplinary Arbitration or such additional disciplinary appeal procedures as are
available to them [for example, but not limited to, Local Agency Personnel Standards
(LAPS)]. In any event, the employee must at the time of filing the initial appeal
indicate which appeal procedure she/he wishes to utilize. This designation of a
particular appeal procedure constitutes an irrevocable waiver and forfeiture of any
and all rights of appeal under any other applicable appeal procedure. If an appeal is
filed without designation of the appeal procedure to be utilized, the employee shall be
deemed to have made a binding election of appeal to a hearing officer appointed by
the Asst CAO - Human Resources as set forth herein and waiver of all other
procedures, including arbitration.

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

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

9.17 Disciplinary Arbitration

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

Those disciplinary actions which may be appealed to arbitration are:

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

28
• Disciplinary demotion;
• Dismissal.

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

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

The decision of an arbitrator shall be final and binding upon the parties.

9.18 Amendment of Appeal

An employee or her/his designated representative may amend her/his appeal, if and only if the filing period allowed herein has not expired, to designate another of the appeal procedures provided herein.

9.19 Appeals

A. Appeal to Arbitration

If the appeal is from a disciplinary action which is subject to arbitration as set forth in Section 9.16 - Appeals from Disciplinary Action and the matter is appealed by the Union on behalf of the employee to arbitration, then that appeal will be processed in accordance with the procedures set forth in Section 9.16 - Appeals from Disciplinary Action.

B. Appeal to Hearing Officer

Appeals from disciplinary action other than written reprimand may be heard by a Hearing Officer appointed by the Board of Supervisors and as required under the Monterey County Personnel Policies And Practices Resolution No. 98-394 - Section C.13 - Appeals from Disciplinary Action.

C. LAPS

Local Agency Personnel Standards (LAPS) may provide appeal rights from disciplinary action other than reprimand to employees covered by said standards.

9.20 Personnel Files

The County and the Union agree that personnel records are not subject to public inspection. The official personnel file of each employee shall be maintained in the operating Department’s Human Resources Division. Written material or drafts of written material to be placed in an employee’s file shall bear the employee’s signature or verification that the employee received a copy. An employee and her/his designated representative shall be provided with copies of any written personnel related material except routine clerical transactions upon request. When any comment adverse to an employee’s interest is entered into an employee’s official personnel records, the employee shall have the opportunity to read the adverse entry.

All personnel files shall be kept in confidence and shall be available for inspection by only the named employee, her/his designated representative, the Department’s Human Resources Division in the performance of duty, and the supervisor and/or administrator with the specific responsibility to know its contents. Upon written consent of the employee, the union Staff
Representative or designee, may upon request, schedule an appointment during regular business hours to inspect that employee's personnel file.

ARTICLE 10
BENEFIT PROGRAMS

10.1 INSURANCE

A. Medical Insurance

The County will provide medical insurance through the Public Employees' Retirement System (PERS) medical insurance program. All rules, regulations and procedures with respect to plan eligibility, benefits, claims payments and customer service procedures, etc. for the CalPERS plans are established by CalPERS. The County makes no representations or guarantees whatsoever with respect to the CalPERS health insurance plans.

Permanent unit employees who are regularly scheduled to work 40 hours or more in a pay period will be eligible to participate in any of the County's health insurance programs. For employees who were part time prior to August 1, 1997 and maintain that status, the County shall provide the same flexible benefit allowance as provided to permanent full time employees.

Retired employees, dependent upon group coverage conditions, may be eligible for group health care coverage. If a retired employee meets all eligibility requirements and requests health insurance coverage, effective January 1, 2009, the County will contribute one hundred twelve dollars ($112) toward the monthly premium for eligible retirees enrolled in either MCEHP or the CalPERS health insurance program or another County offered health plan. The County's contribution is established as directed by CalPERS in accordance with SB 1464.

B. Flexible Benefits Plan


The County will make available a Flexible Benefits Plan to all employees. Employees may elect from the following optional benefits:

- Employee medical coverage under CalPERS or any other County offered health plan.
- Dependent medical coverage under CalPERS or any other County offered health plan.
- No medical coverage.
- Employee dental coverage under the County's self-funded plan.
- Dependent dental coverage under the County's self-funded plan.
- No dental coverage.
- Employee vision coverage under VSP.
- Dependent vision coverage under VSP.
- No vision coverage.
- Any other eligible optional benefits which may be made available by the County through this Flexible Benefits Plan.

2. Additional Payroll Deduction

For each month when the benefit options selected by the employee under this plan exceed the appropriate County non-elective and elective contributions for that employee, that employee shall pay by pre or post-tax payroll deduction the full cost (100%) which exceeds the County's contributions for that employee.
3. **In-Lieu Payout**  
For each month that the full County non-elective and elective contributions are not used by an employee to obtain benefit options under this plan, the full amount of funds not utilized shall be forfeited.

4. **Flexible Benefits Plan Administration**  
The provisions, rules and regulations governing the administration of the Flexible Benefits Plan are contained in the Flexible Benefits Plan document. Changes may be required from time to time to maintain the integrity of this flexible benefits plan as a lawful IRS Section 125 plan. The County and the Union agree that the County shall have discretion to make such changes to ensure this plan is eligible for favorable treatment under the Internal Revenue Code. The County may add or remove benefit options to or from this plan during the term of this Agreement, subject to the obligation of the parties to meet and confer only over the impact of such changes. Removal of a benefit shall occur only if the benefit is deemed contrary to public law or regulation governing I.R.S. Section 125 benefit plans, is no longer available by vendor, or becomes insolvent.

5. **County Non-Elective Contributions**  
The County maximum non-elective contributions toward the Flexible Benefits Plan will be as indicated below.

The County shall not contribute any non-elective amounts toward the employee's purchase of any other optional benefits which may be provided by the County through the Flexible Benefits Plan.

Employees shall not have the option of using the non-elective contributions for any other purpose other than for purchasing employee health, employee dental and employee vision insurance. Non-elective contributions not used to purchase employee health, dental and vision insurance will be forfeited.

a. **Health Insurance Contribution:**  
Effective December 2011 (for the January 2012 premium), the County's maximum non-elective contribution to the Flexible Benefits Plan for health insurance coverage is $112 monthly. The County's contribution is established as directed by CalPERS in accordance with SB 1464.

b. **Dental Insurance Contribution:**  
The County's maximum non-elective contribution to the Flexible Benefits Plan for dental coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees. During the term of this contract, should the dental (employee only premium) non-elective contribution/premium increase, the County will pay the increase. Should, during the term of this contract, the non-elective contribution/premium for dental (employee only premium) decrease, the County shall retain the savings from the decrease.

c. **Vision Insurance Contribution:**  
The County's maximum non-elective contribution to the Flexible Benefits Plan for vision coverage will be equal to the cost of the employee only premium monthly for all eligible permanent employees. During the term of this contract, should the vision (employee only premium) non-elective contribution/premium increase, the County will pay the increase. Should, during the term of this contract, the non-elective contribution/premium for vision (employee only premium) decrease, the County shall retain the savings from the decrease.
6. County Elective Contributions
The County maximum monthly elective contribution to the employee’s Flexible Benefits Plan spending fund will be as follows for full-time, permanent employees:

The employee contribution to medical insurance premiums shall remain at the current benefit level of $0.00/mo (employee only); $61/mo (employee plus one); and $100/mo (employee plus family) for CalPERS Choice.

Part-time, permanent employees who are scheduled to work a minimum of forty (40) hours, but less than sixty-four (64) hours per pay period shall receive half the flexible spending credits.

The elective amounts above may be applied toward County-offered medical, dental and/or vision coverage for the employee and dependents.

Any balance of elective funds remaining after the employee elects health insurance may be utilized, at the employee’s discretion, toward the purchase of dependent health, dependent dental, or dependent vision insurance and/or any other eligible optional benefits which may be made available by the County through this Flexible Benefits plan. The use of any elective contributions toward the purchase of the benefits stated above is subject to the employee first selecting employee health insurance coverage under either MCEHP or PERS or another County offered health plan.

C. Alternative Benefit Option
Eligible employees, providing proof of alternative health insurance coverage for their self shall be reimbursed up to $320.00 per month for cost of employee-only health insurance coverage and $258.00 for dependent coverage under this option.

Eligible, part-time unit employees, who are scheduled to work a minimum of forty (40) hours but less than sixty-four (64) hours in a pay period, providing proof of alternative health insurance coverage for their self, shall be reimbursed up to $160.00 per month for employee only coverage and $129.00 for dependent coverage under this option.

Part-time unit employees, who are scheduled to work less than forty (40) hours in a pay period, are not eligible for the Alternative Benefit Option.

Employees choosing the ABO option cannot apply ABO benefit dollars towards options under the Flexible Benefits Plan.

Administration of this option shall be subject to County guidelines.

Employees who select employee-only coverage through ABO but do not select dependent coverage under the ABO benefit will be eligible to cash out the dependent ABO amount as taxable wages. Employee only dollar benefits are not cashable under any circumstances.

County and Union may, by mutual agreement, agree to reopen this Article and meet and confer regarding its terms and conditions at any time during the term of this MOU.

D. Life
The County provides twenty thousand dollars ($20,000) in life insurance for employees.

E. All Insurance
The County continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include but are not limited to the right to select the carriers and claims insurance administrator after prior consultation with the Union. Changes in insurance carriers or administrators shall not result in any overall reduction in benefits.
SEIU Local 521 shall have two voting members on the Health Insurance Review Committee. The HIRC committee is an advisory body to the County Administrative Officer; its primary function is to review and discuss information pertinent to the operation of the County's health plans and make recommendations thereon.

F. Physical Examinations
Permanent full-time employees in Unit K shall be entitled to a physical examination by appointment at Natividad Medical Center on a biennial basis (i.e., an examination every other year). Results of the examination shall be treated confidentially.

G. Optical
The County through the Vision Service Plan will provide an option for a second (2nd) pair of glasses tinted and designed for use with VDT's for an employee whose manager certifies in writing to Human Resources – Benefits that the employee uses a VDT sixty percent (60%) or more of her/his normal work time in order to perform duties. Manager certification and endorsement of eligibility for VDT glasses by Human Resources – Benefits must occur prior to an eye examination for an employee to be eligible for the VDT option. The employee shall pay an additional twenty dollars ($20.00) co-pay for an exam which includes the VDT option as well as a twenty dollar ($20.00) co-pay for lens and approved services within contractual limitations.

10.2 EDUCATION AND TRAINING
A. Professional Education Tuition Contribution
A program of tuition contribution is hereby established to provide training opportunities for employees subject to the following conditions:

1. Professional education tuition contribution is available only to permanent and seasonal employees.

2. All requests for tuition contribution shall be subject to the approval of the appointing authority and the County Administrative Officer or designee. If the appointing authority or designee does not approve tuition contribution, the employee shall have the right to appeal the determination to the County Administrative Officer or designee within 10 business days of receiving written denial of tuition contribution. The determination of which requests shall be approved shall be at the sole discretion of the County Administrative Officer.

3. All requests shall be submitted no later than two (2) weeks in advance of the starting date of the course;

4. Qualification of Courses Eligible for Tuition
   a. It must be reasonably related to the employee's job assignment or occupational field and improve the employee's performance on the job and be of benefit to the County; or assist the employee in promotion to a logically higher position which may be indicated on the career ladder; and

   b. Be given by an accredited institution;

   c. Be successfully completed by the employee with a grade of "C" or better.

5. Submission of requests for tuition contribution shall not be limited by the geographic location of the course; however, the approval of such requests shall be at the discretion of the County;
6. Permanent employees in the Unit shall be eligible for one of two (but not both) contribution levels in any twelve (12) month period as described herein:

   a. Employees may be eligible for up to Five Hundred Dollars ($500) in tuition contribution for courses that meet the criteria outlined in Section 10.2 A—Tuition Contribution, Subsection 4 - Qualification of Courses Eligible for Tuition above. It is agreed that employees who enroll in programs at this level of contribution must remain in county employment for a period of one (1) year following successful completion of the last course for which contribution is sought in any twelve-month period. Failure to so remain in county employment will mean a forfeiture of the contribution amount which must be repaid to the County upon the employee's separation from county service.

   b. Employees may be eligible for up to Eight Hundred Dollars ($800) in tuition contribution for courses in either the undergraduate or Graduate Social Worker Program at San Jose State or a similar program offering degrees directly related to the work of the Departments. The determination of which courses and programs shall qualify for the increased contribution amount shall be at the sole discretion of the Department Head. In order to qualify for tuition contribution, the requirements of Section 10.2 A. — Tuition Contribution, Subsections 4. b. and c. — Qualification of Courses Eligible for Tuition above must be met.

       It is agreed that those employees who enroll in programs approved for the higher contribution level must remain in county employment for a period of two years following successful completion of the last course for which contribution is sought in any twelve month period. Failure to so remain in county employment will mean a forfeiture of the contribution amount, which must be repaid to the County upon the employee's separation from county service.

       Both these tuition systems will be administered in accordance with the Personnel Policies and Practices Resolution.

Notwithstanding any other provisions of this Agreement, only those provisions of this Section which are not subject to the discretion of the Department Head or the County are subject to the grievance procedure.

B. Educational Assistance

Employees shall be eligible for the Educational Assistance Program as provided in the Personnel Policies and Practices Resolution No. 98-394 (§A.48.2). Funding levels for this Countywide program shall be set by the Board of Supervisors by adoption of the County's annual budget.

C. Compensated Voluntary Training Program

Employees shall be eligible for the Compensated Voluntary Training Program as provided in the Personnel Policies and Practices Resolution No. 98-394 (§A.48.1). [See Attachment for Administrative Procedure]
10.3 Retirement

A. Retirement Program Study Group
It is understood and agreed that in the event legislation authorizing a second and/or third tier of retirement benefits is enacted during the term of this Agreement, the County may reinstitute the retirement program study group; and the Union agrees to participate in said study group. It is further understood and agreed that notwithstanding the provisions of Article 28 - Full Understanding, Modification, Waiver, the County may reopen negotiations on the issue of retirement with the further understanding that no employee will involuntarily suffer any reduction in her/his retirement benefit during the term of this Agreement.

B. Public Employees Retirement System
Effective upon completion of ERP payroll programming, K Unit employees shall pay 3.5% (three and one half percent) of the 7% (seven percent) employee contribution toward PERS. This 3.5% shall not be retroactive.

The County will continue the present benefit contract with PERS for the 2% @ 55 Retirement Plan.

If the County determines it is in a financial position to enhance retirement benefits, the County will meet and discuss such with SEIU Local 521.

C. Peace Corp / VISTA
Employees shall be eligible to buy back up to three (3) years of PERS Service Credit for Peace Corp and VISTA service. The cost of exercising this option by a qualifying employee shall be borne fully by the employee. The employee is responsible for the employee and employer cost plus interest, as determined by PERS.

10.4 Employee Incentive Programs

A. Employee Referral Bonus Program
Employees shall be eligible for the Employee Referral Bonus Program as provided in the Personnel Policies and Practices Resolution No. 98-394 (A.49.2)

B. Deferred Compensation
Permanent employees may participate in the County deferred compensation plan.

C. State Disability Income Protection Plan
1. Unit employees participate in the State Disability Income (SDI) protection plan and pay for said plan through payroll deduction.

2. The Paid Family Leave program began July 1, 2004. This program allows covered individuals who take time off work to care for a seriously ill child, spouse, parent or domestic partner or to bond with a new child. Workers may receive up to six (6) weeks of benefits that may be paid over a 12-month period. Paid Family leave is a component of the State Disability Insurance (SDI) program.
The Department Human Resource staff will assist employees in accessing either of these programs. More detailed information may be obtained by an employee on the EDD website: http://www.edd.ca.gov/direp/pflind.asp.

Plan benefits may be integrated with the county sick leave benefits in that an employee on SDI may use her/his previously accumulated sick leave to augment her/his SDI benefit by an amount that will bring her/his total payment up to her/his basic salary exclusive of any special or premium pay.

ARTICLE 11
HOLIDAYS

11.1 Holidays Observed

The days listed below shall be the only holidays observed during the term of this memorandum as legal holidays. No additional holidays may be established by past practice or custom; however, the County may authorize additional holidays by resolution of the Board of Supervisors. A holiday shall be equal to eight (8) hours for a full-time employee and pro-rated for part-time employees.

January 1 - New Year's Day
January 15 - Martin Luther King Jr's Birthday
Third Monday in February - President's Day
Last Monday in May - Memorial Day
July 4 - Independence Day
First Monday in September - Labor Day
November 11 - Veteran's Day
Fourth Thursday in November - Thanksgiving
Fourth Friday in November - Day after Thanksgiving
December 25 - Christmas

If any of the above listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If one of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed. When December 24th actually falls on a Monday, Tuesday, Wednesday or Thursday, Christmas Eve shall be observed as a full County holiday. For those not working a Monday through Friday schedule, they will receive the same holiday benefits.

One floating holiday (equivalent to 8 hours for a full-time employee) per calendar year (before or by December 31 of each year) may be taken. This holiday will not carry over from year to year and no compensation will be paid for this unused holiday.

11.2 Compensation for Holiday Day Worked

Permanent full- and part-time, or seasonal employees who work on a holiday shall be paid for actual hours worked. In addition, the employee shall be entitled to compensatory time or pay for
the observed holiday in accordance with Article 8.11.B. The choice shall be at the employee's discretion, provided the employee indicates her/his choice in writing to management prior to working the holiday.

11.3 Holiday Standby Pay

Department of Social Services employees shall receive standby pay when on standby on a holiday, in addition to the regular holiday pay.

11.4 Hospital Employees Holiday Pay

All overtime eligible employees at Natividad Medical Center shall be paid one and one-half (1.5) times their base rate of pay for any hours worked on a regularly scheduled county holiday plus straight time compensation or straight time compensatory time off for the holiday.

11.5 Winter Recess

In Years 1 and 2 of this Agreement, departments that are able to close (or Division(s) if entire Department is unable to close) between December 25, 2011 and January 1, 2012, shall close to minimize the County’s carbon footprint. The determination for closure shall be made by the Department Head.

a. Four paid days (which is equivalent to thirty-two [32] hours for a full-time employee) will be made available to Unit K employees to use during the Winter Recess.

b. If a Department and/or Division is unable to close during this period, four paid days will be made available to Unit K employees to use by December 24, 2012. Any time not used by December 24, 2012 shall be forfeited.

   i. Employees in unpaid leave of absence status as of this date shall also be entitled to these hours once the employee returns to active paid status.

   ii. These days shall be scheduled in the same manner as vacation time, unless the policy of the employee’s department is to schedule vacation per a vacation sign-up list, in which case these days shall be utilized as floating holidays.

   iii. Employees must use these days prior to using accrued vacation, PTO, or compensatory time off.

   iv. No payment for unused Winter Recess time shall be permitted.

   v. This leave may be taken only during the timeframe in which it is granted and no carry over of unused Winter Recess time to future years is allowed.

c. Prorating

   i. Employees hired on a permanent basis after January 1, 2012 shall be given a pro rata amount -- to the full hour of Winter Recess time based on the number of pay periods remaining in the year in which they were hired (For example, if an employee is hired at the beginning of pay period number 8 [of 26 pay periods], the calculation would be: 26 pay periods – 7 pay periods = 19 pay periods; 19/26 x 32 hours = 24 hrs).

   ii. Employees whose regularly scheduled shift is less than 80 hours per pay period shall receive Winter Recess time on a pro rata basis according to their regularly scheduled hours (For example, an employee’s regular
schedule is 64 hours (0.8 FTE) per pay period. 32 hours x 0.8 FTE = 25.6 hours; employee receives 26 hours of Winter Recess time).

ARTICLE 12
VACATION

12.1 Vacation Accrual Rates
For employees appointed to a permanent or seasonal position, the following vacation schedule shall apply:

- 0-2 years of service 3.70 hours per pay period (12 days per year)
- After 2 years of service 4.62 hours per pay period (15 days per year)
- After 5 years of service 5.54 hours per pay period (18 days per year)
- After 10 years of service 6.16 hours per pay period (20 days per year)
- After 18 years of service 7.08 hours per pay period (23 days per year)
- After 21 years of service 7.39 hours per pay period (24 days per year)
- After 25 years of service 7.70 hours per pay period (25 days per year)

12.2 Vacation Accrual Maximum / Vacation Cash Out
Unused vacation may be accumulated to a total of not more than three hundred (300) hours.
Employees with two hundred hours of accrued vacation may cash out up to forty (40) hours in a calendar year.

12.3 Vacation Usage
A vacation shall be taken in increments of not less than one-half (1/2) hour and at such time during the calendar year as may be approved by the appointing authority.

ARTICLE 13
LEAVE PROVISIONS

13.1 Accrual Rates
All unit employees hired prior to October 25, 1986 shall accrue sick leave at the rate of approximately twelve (12) days per year.
Employees hired after October 24, 1986 shall earn sick leave at the rate of approximately ten (10) days per year.

13.2 Sick Leave Payoff
Upon retirement or death an employee shall be paid for up to 500 hours of their accumulated sick leave.
An employee in lieu of cashing out 500 hours of sick leave upon retirement may convert up to 750 hours of their accumulated sick leave to the purchase of individual only health benefits under a County offered health plan.

13.3 Family Sick Leave
Employees may also be granted use of accumulated sick leave by their appointing authority because of illness of the employee's father, mother, brother, sister, wife, husband, child,
grandparent, or grandchild, eligible domestic partner or child of eligible domestic partner provided in the judgment of the appointing authority an emergency condition exists. In exceptional cases, such leave may be granted in the event of illness of an employee's father-in-law or mother-in-law, or father or mother of an employee’s eligible domestic partner, when it can be demonstrated that a bona fide illness exists which warrants the employee's personal attendance during her/his normally scheduled working hours.

The appointing authority may require a physician's certificate or other substantiating evidence that such illness of one of the above listed family members exists.

This provision shall be applied in accordance with the Family Medical Leave Act and all other applicable State and Federal laws.

13.4 California Kin Care Law

Pursuant to the California Kin Care Law (California Labor Code Section 233), effective January 1, 2000, permanent and seasonal employees shall be entitled to use up to one-half of the employee’s accrued sick leave days in any calendar year for the illness of an employee’s child, parent, spouse, eligible domestic partner or child of a domestic partner. The appointing authority may require a physician’s certificate or other substantiating evidence that such illness exists.

13.5 Parental Leave / Maternity Leave

A. Maternity:

Normal pregnancy and/or complications arising from pregnancy shall be considered an illness and shall be included within the provisions of this Section. An employee shall be eligible for leave of absence without pay for maternity leave of up to six months regardless of whether or not said employee has used all accrued sick and vacation leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay.

B. Other Parental Leave:

A unit employee may request a leave of absence without pay in addition to any vacation or sick leave taken in the event of the birth of a son or daughter or the adoption of a son or daughter or foster child. Medical certification may be required in conjunction with a family leave, except for leaves taken for baby bonding.

Said leave shall:

- Be provided under, and in compliance with the California Family Rights Act and the Family Medical Leave Act.
- Be granted for no more than twelve (12) weeks in a twelve (12) month period.
- Be granted, if eligible, and upon request, for less that two weeks duration on any two occasions within one year of the birth of the child, or one year from the date the child was placed with the employee for adoption or foster care.
- Be granted to no more than one (1) employee as a result of the same birth or adoption.
- Be granted, if eligible, intermittently within a 12-month period, and within one year from the date of birth or placement, in leave increments limited to the shortest period that the payroll system uses to account for absences or use of leave.

Said leave shall be approved in accordance with the provisions for approval of other types of leave of absence without pay.
13.6 Sick Leave Usage

For non-exempt employees, sick leave shall be taken in increments of not less than one-quarter (1/4) hour. Sick leave with pay may be granted by the appointing authority in case of bona fide illness of an employee. Within business needs, the County will reasonably release an employee to use their accumulated sick leave for medically related appointments for themselves and their family as defined in 13.3.

An appointing authority or the County Administrative Officer may require evidence as to the adequacy of the reason for an employee’s absence during the time for which sick leave is requested only if there appears to be a pattern of sick leave abuse.

Exempt:

For exempt employees, this shall mean that increments of less than a full day of sick time will not be deducted from any leave balance.

13.7 Bereavement Leave

Use of any accumulated leave balances shall be granted by the appointing authority because of the death of a member of the employee’s immediate family. ‘Immediate family’ shall mean the father, mother, brother, sister, spouse, child, foster child, grandparent, grandchild, eligible domestic partner or child of eligible domestic partner, father-in-law, mother-in-law, daughter-in-law, son-in-law, step parent, step daughter, step son, step brother or step sister. Such absence by the employee shall be limited to ten (10) working days per occurrence.

It is the intent of the County to attempt to accommodate newly hired employees who have not accumulated leave balances and are faced with the death of an immediate family member as defined above. As a condition of granting leave for bereavement purposes, the appointing authority may request written verification of the loss.

13.8 Military Leave

Employees shall be eligible under the County Military Leave Policy. (Questions regarding this policy and any revised versions should be directed to the County Administrative Office – Human Resources.)

ARTICLE 14
EDUCATIONAL LEAVES

14.1 Educational Leave

Health Department employees, employees at Natividad Medical Center and Social Workers, Eligibility Workers and Employment and Training Workers shall be eligible for three (3) days paid leave per calendar year (January 1 – December 30) for training purposes relevant to their County employment with department administrative approval. Additional outside training time may be scheduled at management’s discretion.

This leave must be taken during the calendar year and no carry over to future calendar years is allowed. Educational leave shall be scheduled in the same manner as vacation time is scheduled. No payment for unused Educational Leave time shall be permitted.

Employees hired on a permanent basis after the beginning of the calendar year shall be given a pro rata amount – to the full hour of educational leave based on the number of pay periods
remaining in the calendar year in which they were hired. (e.g., hired at the beginning of pay period No. 8: 26 - 7 = 19, 19/26 x 24 = 18 hrs).

14.2 Continuing Education

The Social Services Department and Behavioral Health Division of the Health Department will make reasonable efforts to sponsor in-house continuing education courses sufficient to meet the continuing education requirements for the licensed classifications of Clinical Psychologist, Psychiatric Social Worker I/II, Senior Psychiatric Social Worker, Social Worker IV and Social Worker V, Crisis Intervention Specialist I.

14.3 Licensure Fees

Bargaining Unit employees, who are not licensed in the State of California, and who are required to have a clinical license as a condition of employment, shall be reimbursed for initial license fees and any costs associated with obtaining the initial license, for a total lifetime employment cost not to exceed seven hundred fifty dollars ($750).

ARTICLE 15
LAYOFF PROCEDURE

15.1 Policy

The County may lay off an employee because of lack of work, lack of funds, material change in duties or organization or in the interest of economy or causes outside the County's direct control.

Departments and employees required to be covered by other layoff procedures; i.e., Local Agency Personnel Standards, State Merit System for the Department of Social Services, or Anti-Recession Federal Regulations, shall be governed by those procedures.

Nothing in this policy shall preclude management, with the agreement of affected employees, from implementing a County Administrative Officer approved job sharing and/or part time work plan as an alternative to layoff. The County shall inform the Union regarding any planned reduction in force or layoffs which will affect unit employees.

If the proposed layoffs are due to lack of funds, the County shall contact the Union and offer to discuss the possible reduction and to invite suggestions for possible cost saving alternatives to layoffs. If alternatives to layoffs are not developed by the time the department determines a layoff should occur, the procedure outlined in this Article will be followed.

15.2 Seniority Defined

Seniority is defined as length of continuous service in a class series (as determined by the County personnel records) while occupying a permanent position(s) within the County department. Continuous service for purposes of ranking for layoff shall be defined to include work related injury leave up to one (1) year.

15.3 Order of Layoff

Layoff will be determined within County departments, not the County as a whole. In the event of a reduction in force in a department, the Department Head shall designate the classes and positions to be eliminated.
When one (1) or more workers performing in the same class series in a County Department are to be laid off, the order of layoff in the affected department shall be as follows:

1. Temporary employees in inverse order of seniority,
2. Probationary new employees (excluding promotional probationary employees) in inverse order of seniority,
3. Seasonal employees in inverse order of seniority,
4. Permanent employees in inverse order of seniority within a class.

The County shall be required to layoff only by the above order of layoff unless it can be demonstrated that a particular employee possesses 1) special skills or training or abilities essential to the functioning of the county, or 2) a past job performance or disciplinary record that would justify an alternative ranking, or 3) an employee may be subject to disparate treatment because of the layoff order.

15.4 Natividad Medical Center-Temporary Status Option

A permanent employee of Natividad Medical Center subject to layoff shall be entitled to assume temporary employee status in lieu of layoff provided the employee is qualified to assume the duties and responsibilities of an existing temporary position and class. No new temporary positions shall be created for the sole purpose of eliminating permanent employees.

15.5 Ranking in Previous Classes

A permanent employee may elect to be ranked with employees in any class with the same or lower salary in which the employee has served in permanent status in county service. An employee must notify her/his appointing authority within two (2) days after receipt of written notice of layoff of election of this option except if the second (2nd) day following notice of layoff is not a regularly scheduled work day, the employee may give notice on the next work day.

The definition of rank provided in this Section shall apply to the determination of rank for employees electing to be ranked for such classes.

15.6 Notice of Layoff

Workers subject to the provisions of this Article shall be given at least twenty one (21) working days written notice prior to the effective date of layoff unless delay results from consideration of demotion under the provisions of Section 15.8 - Demotion in Lieu of Layoff. Written notice of layoff will be delivered in person or by the United States Postal Service to the employee’s latest address on file with the County. The notice shall include: reason for layoff, effective date of action, a reference to the provisions governing reemployment, and notice that employment counseling is available. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss the circumstances requiring the layoff and any proposed alternatives.

15.7 Transfer in Lieu of Layoff

In the event of notice of layoff, any worker so affected will be allowed to request a transfer to a vacant position in the same classification in any County Department/Agency.

15.8 Demotion in Lieu of Layoff

In lieu of layoff, the Department Head may offer a permanent employee a demotion to any class for which the employee is qualified and vacancies exist. Employees demoted in lieu of layoff
pursuant to this paragraph shall not be eligible for the "Y" rating procedure except as allowed in LAPS-State Merit System Rules. An employee who accepts a demotion in lieu of layoff shall have the right to his or her former class when an opening occurs and his or her seniority ranking warrants recall subject to the provisions of Section 15.9 – Recall Lists.

15.9 Recall Lists

The names of persons laid off under these procedures shall be placed on a departmental recall list for the class from which the employee was laid off for a period of one (1) year from the date of layoff. When filling any position, an appointing authority shall recall laid off employees from the departmental recall list for the class of the position in inverse order of layoff. During the one (1) year recall period, no new employee shall be hired nor shall any employee be promoted to a class from which layoffs have occurred until all employees on the departmental recall list in that class have had the opportunity to return to work.

However, when the best interest of the County requires an employee with demonstrated special qualifications, skill or training, or for equal opportunity considerations, the appointing authority may make an exception to the above order of recall in order to appoint said employee. The Union shall receive written notice of such plan.

If a worker on the recall list fails to respond to an interview or to accept offered employment, the employee’s name will be removed from the departmental recall list. Such notice of interview or offer shall be sent to the worker’s most current address on file with the County.

Every employee given notice of layoff may request employment counseling and evaluation in order to determine those job classes within the County for which the employee meets employment eligibility requirements and desires to be considered for employment from a Preferred Eligible List. Such counseling and evaluation shall be available by appointment in order of request. Following the counseling and evaluation, laid off employee’s name shall be placed on a Preferred Eligible List for each class designated as a result of the counseling and evaluation. When the Human Resources Division receives a request to refer applicants to a department for a vacant position in a class for which there exists a Preferred Eligible List, the laid off employee on the list shall be considered for employment prior to any job applicant. A competitive job related selection process may be used to determine the order in which laid off employees on a Preferred Eligible List for a class will be referred for an interview.

A laid off employee may be removed from the Department Recall List or a Preferred Eligible List for any of the following reasons:

- The expiration of one (1) year from the date of layoff.
- Reemployment within the County.
- Failure to accept employment or report to work.
- Failure to appear for a job interview after notification by telephone or by mail addressed to the employee’s last address on file with the County.
- Failure to respond within seven (7) calendar days to a communication regarding availability of employment.
- Request in writing by the laid off employee to be removed from the list.

15.10 Status of Employees Reemployed from a Preferred Eligible List

Employees who are re-employed from a preferred eligible list shall serve a new probationary period, and otherwise be treated as a new employee with the following exceptions:
Former employees who are hired from a preferred eligible list shall be entitled to:

A. Placement at up to the highest step in the class into which they are hired provided that the salary upon rehire does not exceed the salary the employee was receiving at the time of layoff,

B. Reinstatement of credit for service (ranking) as of the date of separation from County services,

C. Credit for all prior service for the purpose of determining vacation and sick leave accrual rates, and

D. Restoration of any sick leave balance credited to the employee’s account on the date of layoff.

15.11 Restoration of Benefit for Recalled Employees

Any employee who has been laid off and is hired from a departmental recall list under the terms of this Article within one (1) year from the date of layoff shall be entitled to:

A. Restoration of permanent status for employees who are rehired from a departmental recall list and class from which they were laid off, and who have completed their probationary period. For employees who have not completed their probationary period, credit for that portion which has been completed shall be given if rehired from a departmental recall list.

B. Restoration of all sick leave credited to the employee’s account at the time she/he was laid off date of layoff

C. Credit for all prior service for the purpose of determining vacation accrual rates.

D. Placement in the same step of the salary range the employee held at the time of the layoff.

E. Reinstatement of credit for service time (ranking) as of the date of layoff.

15.12 Insurance Coverage

Each permanent employee who is enrolled in a County offered health plan at the time of layoff who: 1) is laid off subject to the provisions of this Agreement, and 2) enrolls in the health plan conversion plan, shall be issued a county warrant made payable to said employee and the County offered health plan in an amount equal to two (2) times the employee only premium at the time of layoff. The above does not apply to employees who retire coincidental to their layoff.

15.13 Appeal Procedures

Neither the provisions of this Article, nor their application shall be subject to any appeal or grievance procedure, except as provided below.

An employee directly affected by the operation of this policy may, within five (5) working days after a notice of layoff is received, request a meeting with a Department Head or the Department Head’s designated representative to review the application of the policy as it affects the employee’s status. The employee may be accompanied by a representative of the Union.

The Union, and only the Union, after making an attempt to resolve the matter informally, may within seven (7) days of the date of an alleged violation of this policy file a grievance for final consideration and determination at the Department Head level in accordance with the provisions of the grievance procedure in effect between the County and the Union. A grievance filed in accordance with this paragraph shall not be subject to 17 Grievance Procedure - Section 17.4 - Grievance Procedure Steps, Step 4 - Grievance Arbitration of this Memorandum of Understanding.
ARTICLE 16
TRANSFER POLICY

16.1 Voluntary Transfer:
A permanent employee who is not on probationary status and who wishes to be considered for a transfer to another position in the same classification within the Department shall notify the Department Human Resources Division in writing stating their specific transfer request and the reasons therefore. Such requests shall be considered based on, but not limited to, the following: hardship, staffing needs and date received. Upon request, the union shall be granted an opportunity to discuss voluntary transfer prioritization. Management shall acknowledge the request for transfer by notifying the employee of the status of her/his request within two (2) weeks. An employee who has been involuntarily transferred shall, upon request for voluntary transfer, receive first consideration.

16.2 Involuntary Transfer:
In cases where the administrative needs of the department requires the involuntary transfer of an employee from one work site to another, the department shall first consider requests for voluntary transfer already received. If a voluntary transfer is not available, management may exercise its right to make an involuntary transfer. In such cases, management will attempt to give the affected employee ten (10) working days notice. Upon written notice of the employee to the department Human Resources Division, management shall: 1) make a reasonable effort to return employees who have been transferred between the Salinas, Peninsula, and South County areas to their original work site as soon as administratively feasible, and 2) give employees who have been transferred within the Salinas, Peninsula and South County areas first consideration in returning to her/his original work site.

This subsection is limited to physical transfers from one work site to another and does not affect assignment transfers.

ARTICLE 17
GRIEVANCE PROCEDURE

The County and the Union recognize early settlement of grievances is essential to sound worker-employer relations. The parties seek to establish a mutually satisfactory method for the resolution of grievances of workers or the Union. There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

17.1 Grievance Defined
A grievance is defined as an alleged violation, dispute, misinterpretation or misapplication of the provisions of this Memorandum of Understanding adversely affecting an employee, but shall not include the following:

A. Disciplinary action which shall be processed in accordance with Article 9- Personnel Actions, Section 9.16 - Appeals from Disciplinary Action.
B. Complaints regarding equal opportunity, affirmative action, occupational health and safety, workers' compensation or the applicable procedures for such complaints.

C. Any impasse or dispute in the meet and confer process or any interest dispute on matters within the scope of representation.

D. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreements, except as specifically provided below.

E. The exercise of any of the management rights as set forth in this Agreement so long as the exercise of such rights does not conflict with other provisions of this Agreement.

17.2 Limited Grievance Procedure Application

The Union may file a grievance on its own behalf only on the following matters:

A. Those matters which pertain to the rights of the Union as an organization specified in this Agreement, such as dues deduction.

B. The application of the procedures for removing recognition specified in the current Employee-Employer Relations Resolution as they may be applied to the Union. Application of procedures is distinguished from the specific decisions, which may be reached for the purposes of this Section.

Grievances may also be filed and processed up to Step 3 of the grievance procedure on the following items only. Grievances on the matters listed below may not be appealed to arbitration.

C. An employee shall be entitled to file a grievance which alleges that the County has failed to provide a specific condition of employment which is established by the Personnel Policies and Practices Resolution, provided that the enjoyment of such right is not made subject to the discretion of the Department Head or the County, and provided further that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504.

D. An employee shall be entitled to file a grievance which alleges a violation of Resolution No. 76-56, and all other related amendments made by the Board of Supervisors to that policy, which sets forth the County's Equal Employment policy.

E. The Union shall be entitled to file a grievance on behalf of an employee adversely affected except as excluded in A - E of Section 17.1. - Grievance Defined.

17.3 Time Limits

A. It is agreed that the time limits set forth herein shall be strictly observed and are essential to the grievance procedure. They may be waived or extended only by mutual agreement of the parties confirmed in writing.

B. If at any stage of the grievance procedure the employee is dissatisfied with the decision rendered, it shall be the grievant's responsibility to submit the grievance to the next designated level within the time limits set forth.

C. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

D. The grievant has the right to promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.
17.4 Grievance Procedure Steps

Step 1 Informal Grievance

A. The grievance shall first be discussed on an informal basis by the aggrieved with her/his immediate supervisor within fifteen (15) working days from the date of the action causing the grievance or the date the action reasonably could have been expected to be known to the grievant, except that in no event shall any grievance be accepted for consideration more than six (6) months from the date of the action causing the grievance, regardless of the date the action became known to the grievant. The grievant may be accompanied by a representative in the discussion of a grievance at the first step of the procedure. Where mutually agreed by the County and the grievants, grievances involving more than one grievant may be filed directly at Step 2.

B. Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall verbally respond to the grievant within five (5) working days of the informal discussion between grievant and supervisor.

Step 2 Formal Written Grievance to Department Head

A. In the event the employee believes the grievance has not been satisfactorily resolved or is denied by the supervisor, the employee shall submit the grievance in writing on the agreed to prescribed form to the Department Head or the designated authority within the Department within ten (10) working days after receipt of the immediate supervisor's verbal or written response. The grievant shall file one (1) copy with the County Human Resources-Labor Relations Division. Such written grievance shall:

1. Fully describe the grievance and how the employee(s) was/were adversely affected;
2. Set forth the section(s) of the Memorandum of Understanding allegedly violated and/or disputed, improperly misinterpreted, applied or misapplied;
3. Indicate the date(s) of the incident(s) grieved;
4. Specify the remedy or solution to the grievance sought by the employee(s);
5. Identify the grievant and be signed by the grievant, except as specified in Section 17.2 - Limited Grievance Procedure Application, in which case the union official responsible for filing the grievance may sign;
6. Identify the person, if any, chosen by the grievant to be her/his representative.

B. Within ten (10) working days of receipt of the grievance, the Department Head or designee shall:

1. Meet with the grievant to discuss the grievance at the request of either party (i.e., the grievant, the grievant's representative or the Department Head or designee),
2. Deliver, within five (5) working days following the meeting, if held, or, if no meeting was held, within fifteen (15) working days of the receipt of the grievance, her/his written decision to the grievant and her/his representative.

Step 3 Assistant CAO – Human Resources

In the event the employee believes her/his grievance has not been satisfactorily resolved, he/she shall submit the grievance in writing to the Assistant CAO – Human Resources within ten (10) working days from the receipt of the Department Head's written response. Said grievance appeal must specifically set forth the issues still unresolved and the reason the answer(s)
previously provided by management are unsatisfactory. A meeting of the parties may be held by mutual agreement of the parties.

Within ten (10) working days from receipt of the grievance, the Assistant CAO - Human Resources shall deliver her/his written decision to the grievant and her/his representative. Said decision shall be final and binding except as provided in the Section 17.4 - Grievance Procedure Steps. Step 4 – Grievance Arbitration.

**Step 4 Grievance Arbitration**

A. Within fifteen (15) working days from the receipt of the written decision resulting from a grievance decided by the Asst CAO - Human Resources, or her/his designated representative as provided in this, the Union and only the Union, can request that grievance, as defined below, be submitted to arbitration as provided hereinafter if no settlement is reached. Such request shall set forth the specific issue or issues still unresolved through the grievance procedure which is being submitted to arbitration.

B. Only those unresolved grievances filed and processed in accordance with the grievance procedure of this Agreement and which directly concern or involve the interpretation and application of the specific terms and provisions of this Agreement, may be submitted to arbitration.

C. Notwithstanding any other provisions of this Agreement, the following matters are expressly excluded from arbitration:

1. All matters relating to Equal Opportunity, Occupational Health and Safety or Workers' Compensation;

2. Any impasse or dispute in the meet and confer process or any matter within the scope of representation;

3. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreements;

D. The parties shall select a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator, they shall request a list of arbitrators from the California Mediation & State Conciliation Service. An arbitrator shall be selected by the parties alternately striking names from such list. The party to strike first shall be selected by lot.

Upon filing a request for arbitration, an arbitration hearing must be scheduled within ninety (90) days of providing to the County Administrative Officer, unless otherwise agreed between the parties and/or if no acceptable arbitrator chosen by both parties is available in that timeframe. Failure to do so shall constitute an irrevocable waiver of the grievance.

The fees and expenses of the arbitrator shall be shared equally by the parties, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

E. The decision of an arbitrator shall be final and binding upon the parties but shall not add to, subtract from nor otherwise modify the terms and conditions of this Agreement.
17.5 Notice of Meetings
The County and the grievant or the grievant's representative shall be responsible for giving notice of meetings and conferences to their representative parties at least twenty-four (24) hours prior to any meeting regarding a grievance whenever possible.

17.6 Representation
A. The employee has the right to the assistance of one employee representative/Shop Steward in addition to a staff representative of the Union in the preparation and/or presentation of her/his grievance in Steps 1 through 3 of this procedure provided, however, that supervisory employees shall not represent non-supervisory employees. A Union Steward selected as a representative in a grievance shall be afforded all the rights, privileges and obligations in accordance with Article 5 - Official Representatives and Stewards.

B. The Union shall be afforded the opportunity to participate in the formal grievance meeting concerning a matter that directly involves the interpretation or application of the specific terms and provisions of this Agreement and all other alleged violations as defined in Article 17 - Grievance Procedure, Section 17.1 - Grievance Defined.

C. An employee is also entitled to represent her/himself individually at any step of the grievance procedure, except in the arbitration procedure of this Agreement. Only the Union may file for arbitration of a grievance.

D. A grievant may not change her/his designation of representative organization during the processing of a grievance except by mutual agreement of the parties.

E. If the employee is represented in a formal grievance meeting, the Department may also designate a management representative to be present in such a meeting.

17.7 Grievance Withdrawal
The grievant and her/his representative may withdraw the grievance at any stage of the grievance procedure by giving written notice to the County representative who last took action on the grievance, with a copy to the Human Resources Division.

17.8 Grievance Resolution
If a grievance is resolved at Section 17.4, Step 2 - Formal Written Grievance to Department Head or Section 17.4, Step 3 - Assistant CAO - Human Resources in the procedure as provided herein, the grievant concerned shall indicate acceptance of the resolution by affixing her/his signature in the appropriate space indicated. If the employee has been represented by the Union at the step in the procedure at which a resolution is reached, the Union representative shall also sign the appropriate document acknowledging that the employee has accepted the resolution.

17.9 Reconsideration
By mutual agreement, the parties may revert the grievance to a prior level for reconsideration. If the grievance is not then settled at the prior level, the grievant shall continue to have the rights set forth in this procedure.

17.10 Consolidation
Employees with essentially identical grievances, including remedy, may initiate a single grievance. Employees with essentially identical grievances and remedies may be required, at the County's discretion, to consolidate to a single proceeding at Section 17.4, Step 2 - Formal Written Grievance to Department Head or Section 17.4, Step 3 - Assistant CAO - Human Resources of this grievance procedure.
17.11 Processing Grievances

The grievant shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances, subject to the following:

A. Neither a grievant nor a grievant's representative who is a County employee shall suffer any loss of pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.

B. A grievant or a grievant's representative shall not use work hours for the preparation of a grievance.

C. A grievant or a grievant's representative shall notify their supervisor as soon as possible of scheduled grievance hearings and of any changes in the time or date of scheduled hearings in which they must participate.

D. In no event shall a grievant be represented by more than one County employee at the grievance hearings except as provided in Article 5 - Official Representatives and Stewards.

| ARTICLE 18 |
| WORK LOAD |

18.1 Target

A. Target Figures

The County will make a reasonable effort to keep public assistance caseloads at the State or County target. Should ongoing caseloads exceed ten percent (10%) of the State or County target for three consecutive months, it is the County’s intent to continue its joint efforts with the Union to reduce excessive caseloads. Such efforts may include but are not limited to hiring staff to fill County allocated positions, redistributing cases to other workers, assigning cases to non-caseload carrying workers and use of overtime and compensatory time. In other program areas, the County will make good faith efforts to maintain reasonable caseloads.

B. Distribution of Monolingual Non-English Cases

The County’s intent is to first assign monolingual non-English cases to certified bilingual workers. If there are insufficient certified bilingual workers to meet the need, all other monolingual non-English cases will equitably distributed to monolingual English speaking workers. It is the County’s intent to be proactive and use good faith efforts in providing monolingual English speaking workers carrying monolingual non-English cases with resources for translation and translation services. In addition, reasonable efforts shall be made to maintain bilingual worker caseloads equal to monolingual worker caseloads.

In County departments where work is assigned according to specialized functions within program, i.e. referrals or assessments, the County intent shall be to equitably distribute the work assignments for bilingual workers and their monolingual peers. These efforts shall include but will not be limited to cross-training, use of overtime and translators.

C. Transfer opportunities for bilingual workers

It is the County's intent to honor qualified transfer requests of bilingual workers for transfer to other units within their respective departments while recognizing customer needs. Where an
evaluation of customer needs indicates a transfer is not immediately possible, the employee’s request will remain active and be periodically reviewed. (Consult your Department HR Division.)

18.2 Mitigating Factor
The County will acknowledge as a mitigating factor in any discipline of any employee for poor casework performance, the fact that such employee's work load may have exceeded the caseload allocation factors.

For Eligibility Workers, “meeting standards” shall be based on 100% of the caseload allocation factors. Caseloads exceeding 100% fall into the category of “mitigating factors”, as stated above.

18.3 Joint Quality Service Forum Committee
In the spirit of the Interest Based Bargaining Process started in May of 2005, the County and SEIU Local 521 remain committed to work together in partnership to ensure the Departments and its workers represented in this bargaining unit provide quality services to the community in a culturally competent and relevant manner which also addresses the needs of the workforce providing the services.

Joint labor-management meetings will continue to be welcomed in DSES. The intent of the Behavioral Health Division of the Health Department will be to establish a quarterly joint-labor management forum. The work of these committees (Behavioral Health and DSES) may include, but is not limited to: review of workload issues and quality work environment for the employees; issues conducive to reducing errors, increasing effectiveness and improving customer services; establishing a regular, vested workforce by minimizing the use of temporary workers to the extent possible; addressing issues of cultural competence and relevance for the workers and the public; and legislative review efforts.

The Union shall remain involved in ongoing service initiatives, and subsequently be invited to participate as one of the County’s many recognized stakeholder in the planning, design and implementation of any new initiatives from the onset. Examples of such initiatives include C4, Family to Family, etc.

Joint recommendations from established workload meetings to the DSES Department Head, where appropriate, shall be made by the full committee and the Department Head will respond to committee reports within forty-five (45) days of said recommendations.

18.4 Non-Grievable
Neither the recommendations of the above committee nor actions taken thereon shall be subject to the grievance procedure.

18.5 Mental Health Services Act
The Union supports the vision of the Mental Health Services Act and appreciates the emphasis on prevention, early intervention and voluntary services. Both the County and the Union recognize the shared values in the transformation of the mental health system. In recognition of this, the County will include the Union as a community stakeholder in the planning, design and implementation of the Mental Health Services Act.
ARTICLE 19
HEALTH AND SAFETY

A. The Union shall be entitled to appoint up to two (2) representatives to the Social Service and Health Department, Health and Safety Committees for the term of this Agreement.

B. Employees shall have the right to file notice of unsafe conditions with the Department Head for review and response within fifteen (15) calendar days. The action to be taken shall be at the sole discretion of the Department Head. Only the timeliness of the response may be grieved.

C. In order to promote a healthy and safe work environment, when VDTs are introduced into an employee's work station in the Department of Social and Employment Services, Health Department and Natividad Medical Center she/he shall receive training in the proper use of such equipment, including instruction on how to prevent carpal tunnel syndrome and any other health risks as they become known (e.g. the effects of VDT work on pregnancy). Each VDT shall be maintained by qualified personnel as often as necessary to assure proper working conditions in relation to health and safety.

VDTs shall be fitted with glare screens as necessary, dependent on the state of VDT technology. Dependent on the technology and office setting at the time of installation, appropriate seating arrangements shall be made and work stations shall be ergonomically configured as much as possible to prevent injuries.

D. Employees will be allowed to break from computer work and do other tasks for fifteen (15) minutes after two (2) hours of computer work.

E. No retaliation to the worker shall occur as a result of requesting an ergonomic evaluation of their workstation or common work areas. Under no circumstances will there be retaliation, harassment or intimidation of a worker for reporting health and safety hazards to Cal OSHA.

F. The County and the Union are mutually interested in preventing worksite injuries as evidenced by Union representation on the County’s Workers’ Compensation Advisory Committee.

ARTICLE 20
PERSONAL PROPERTY REIMBURSEMENT

A. Whenever an employee engaged in assigned official duties on behalf of the County sustains a loss of personal property, through no fault of the employee, that employee shall be eligible for reimbursement for such personal property.

B. A request for reimbursement must be submitted by claim to the appointing authority no later than thirty (30) days from the date of loss. Management shall review the claim and if circumstances warrant, reimbursement shall be made.
C. Claims based on cash losses or losses due to lost or stolen credit cards shall not be considered.

D. Claims based upon damage to automobiles may be considered under the provisions of this Section:

1. The provisions of Paragraphs "A" and "B" of this Article must be satisfied.

2. The employee shall provide the County with a certificate naming the County as an additional insured on their automobile insurance policy as of the date the employee sustained the loss to her/his automobile.

3. Reimbursement will be limited to Two Hundred Dollars ($200) and will be made only upon the presentation of an invoice for work completed along with evidence of the required insurance coverage.

4. The damage must have occurred while the employee was actually using the automobile on authorized County business away from the employee's work place.

E. No reimbursement shall be granted for losses covered by some other source, insurance policy or agency.

F. A maximum limit of Two Hundred Dollars ($200) per incident shall apply to all claims for reimbursement.

G. No claims for reimbursement for items having a present value of less than Ten Dollars ($10) shall be considered.

---

**ARTICLE 21**

**MILEAGE**

A unit employee who is required to operate his or her own or a privately-owned automobile for the execution of official duties, shall be allowed, reimbursed, and paid the IRS rate for each mile necessarily traveled each month.

No claim for mileage allowance shall be allowed by the Auditor-Controller unless and until it is accompanied by such report and form as may be required by the County Administrative Officer.

---

**ARTICLE 22**

**EXPENSE**

In addition to the mileage allowance provided for in the preceding Article, an employee of the County is entitled to receive reimbursement for her/his actual and necessary expenses for other transportation and for meals, lodging and incidentals incurred as a result of being assigned as part of her/his official duties either to:

A. Work excessively long hours away from regularly established headquarters;

B. Work at a project location sufficiently distant from regularly established headquarters to require overnight lodging or is required in performance of official duties to attend a meeting in which a meal is served;

C. Travel away from established headquarters on very limited notification; or to

D. Attend a school, convention or meeting away from established headquarters.

An employee shall not receive meal expense for attending meetings or training within Monterey County.
The Auditor-Controller is directed to allow the foregoing expenses upon the filing of a proper claim by the employee, approved by the employee's Department Head or her/his designee.

Notwithstanding the foregoing, all such travel by County employees to destinations outside the state of California shall also require the prior approval of the Board of Supervisors.

Upon authorization of the Department Head or the Administrative Officer, the Auditor-Controller shall pay an employee a travel advance not to exceed seventy-five percent (75%) of the estimated reimbursable expenses as approved by the Department Head.

ARTICLE 23
PRIVATE WORK

23.1 Prior Consent

An employee who wishes to engage in any occupation or outside activity for compensation shall first inform her/his appointing authority in writing of the time required and of the nature of such activity and obtain prior consent of her/his appointing authority. The appointing authority shall notify the employee of her/his decision in writing within ten (10) calendar days.

23.2 Department Head Discretion

Approval of private "outside" work shall be at the discretion of the Department Head. Disapproval of such requests for outside work shall be only when it is incompatible with her/his employment by the County and not be for arbitrary, capricious or discriminatory reasons.

23.3 Violation of Conditions

An employee who engages in any outside occupation or activity which has not been previously approved by the appointing authority or which violates the condition of such approval, may be subject to disciplinary action up to and including dismissal.

23.4 Restrictions on Private Work

Outside private work which is related to the employee's regular work may be allowed by the Department Head subject to the following conditions: Employees who do financial screening may not refer applicants to the outside practice of a County employee, and County employees may not refer patients from a County service to the outside practice of other County employees or to their own private practice.

ARTICLE 24
CONTRACTING OUT

In the event the County of Monterey, Department of Social Services, Health Department, NMC or Department of Military and Veterans Affairs intends to contract out work presently performed by Unit employees, the Union shall be notified in writing thirty (30) days prior to the effective date of such action. Furthermore, the County and Union shall meet and discuss the impact on present employees.

This Article shall not be subject to the grievance procedure.
**ARTICLE 25
SEPARABILITY**

If any section, subsection, paragraph, clause or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

In the event any provision herein, as it may apply to any employee of the county subject to section 19800 of the California Government Code, is determined by the State Personnel Board to be in conflict with Local Agency Personnel Standards, then to this extent such Local Agency Personnel Standards shall supersede and control over the provisions of this Memorandum of Understanding.

**ARTICLE 26
COUNTY RIGHTS**

Except as limited by this Memorandum, the County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: determine the standards of services to be offered by the County; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the County services are to be conducted; determine job classifications of employees; exercise control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. All the rights, responsibilities and prerogatives that are inherent in the county by virtue of statutory and charter provisions, cannot be subject to any grievance or arbitration proceeding.

**ARTICLE 27
CONCERTED ACTIVITIES**

The parties to this Agreement recognize and acknowledge that the services performed by the County employees covered by this Agreement are essential to the public health, safety and general welfare of the residents of the County of Monterey. Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the Union take part in any strike, sit-down, stay-in, sick-out, slowdown, or picketing (hereinafter collectively referred to as work stoppage), in any office or department of the County, nor to curtail any work or restrict any production or interfere with any operation of the County. In the event of any such work stoppage by any member of the Bargaining Unit, the County shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

In the event of any work stoppage, during the term of this Agreement, whether by the Union or by any member of the Bargaining Unit, the union by its officers or representatives shall immediately declare that such work stoppage is illegal and unauthorized and further direct its
members to cease the said conduct and resume work. Such notice shall be served upon the county. In the event of any work stoppage, the union promptly and in good faith performs the obligations of this paragraph and providing the union had not otherwise authorized such work stoppage, the union shall not be liable for any damages caused by the violation of this provision. However, the County shall have the right to discipline, to include discharge, any employee who instigates, participates in or gives leadership to, any work stoppage activity herein prohibited and the county shall also have the right to seek full legal redress, including damages, as against any such employee.

The County agrees to not illegally lockout an employee.

**ARTICLE 28**
**FULL UNDERSTANDING, MODIFICATION, WAIVER**

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing matters within the scope of representation under the Meyers-Milias-Brown Act, which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process, shall continue without change unless modified subject to the meet and confer process. The County assures the Union that unless changes are warranted by operational necessity it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

Except as specifically provided in paragraph 2 above, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the County's Board of Supervisors.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
Signature Page

This Social Services Memorandum of Understanding, term July 1, 2011 through June 30, 2013.

For SEIU, Local 521
334 Monterey Street
Salinas, CA 93901
(831) 784-2061
(831) 757-1863 (fax)

For County of Monterey

/s/ ________________________________

/s/ ________________________________

/s/ ________________________________

/s/ ________________________________

/s/ ________________________________

/s/ ________________________________