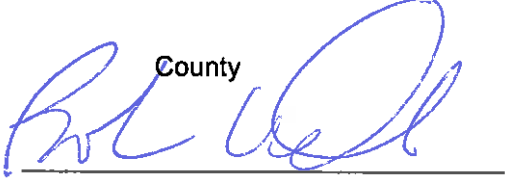


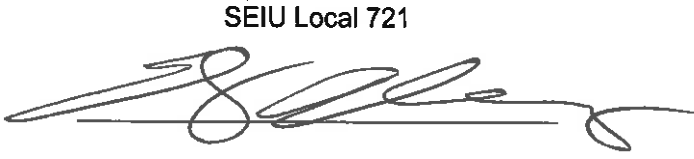
RECOGNITION

Pursuant to the provisions of the Employee Relations Code of the County of San Bernardino and applicable State law, the Service Employees International Union, Local 721 (SEIU) was certified, on March 16, 2015, as the exclusive recognized employee organization for County employees in the Professional Unit.

The County hereby recognizes SEIU as the exclusive recognized employee organization for the Professional Unit. The Professional Unit is comprised of those classifications listed in the Appendix, and as may be modified consistent with the Employee Relations Code, subject to approval by the Board of Supervisors.

Date Agreed: 9/24/15

County


SEIU Local 721


ACCESS TO PERSONNEL RECORDS

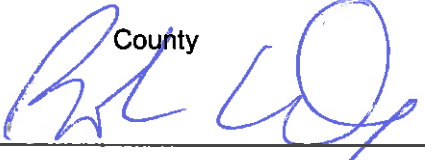
Employees currently employed by the County of San Bernardino, and/or their representatives if designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours at a time scheduled by the County.


Employees shall not have the right to inspect letters of reference and those matters exempted by law.

Information may be purged from the personnel records maintained by either the Department or Human Resources, subject to legal constraints, at the sole discretion of Human Resources. An employee or the appointing authority may request that such information be purged; however, such requests shall be subject to approval of Human Resources. An employee shall be notified of any purged information when the request to remove such information was made by the appointing authority.

Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their appointing authority or Human Resources as appropriate.

Date Agreed: 9/24/15

County


SEIU Local 721


ACCESS TO WORK LOCATIONS

Section 1 – Access for the Investigation of Grievances/Discipline

SEIU non-employee labor relations representatives will be granted access to County facilities to investigate grievances as follows:

- (a) Access to a work area and/or non-work area during an employee's working hours shall be subject to reasonable advance notice from the labor relations representative of the general nature of the business, and prior approval from the County.
- (b) Access to a work area and/or non-work non-public area (e.g., break room, lunch room) during an employee's non-working hours (e.g., breaks, lunch) or a non-work non-public area during business hours shall be subject to reasonable advance notice from the labor relations representative of the general nature of the business to the County.
- (c) Access to a public non-work area (e.g., public lobby) during an employee's non-working time shall not require advance notice to the appointing authority or designated management representative if access to such public non-work area does not require passage through a non-work non-public area. If access to such public non-work area requires passage through a non-work non-public area, then reasonable advance notice from the labor relations representative to the appointing authority or designated management representative shall be required.
- (d) Access to a public area (e.g., library) during an employee's working hours shall be subject to reasonable advance notice from the labor relations representative of the general nature of the business, and prior approval from the County.

(e) SEIU non-employee labor relations representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal. (The County accepts SEIU's proposal to move this sentence from Section 2 to Section 1)

Section 2 – Access for Other Matters

SEIU non-employee labor relations representatives may be granted access to work locations ~~on matters within the scope of representation~~ subject to reasonable advance notice from the labor relations representative of the general nature of the business, and prior approval from the County. SEIU understands that certain work locations may require a county representative to accompany the labor relations representative during such visit. **(The County accepts SEIU's proposal to strike the above language.)**

The County may deny access or terminate access to work locations if, in its judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of County operations. but shall work with SEIU to establish alternative arrangements.

~~SEIU non-employee labor relations representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal. (The County accepts SEIU's proposal to move this sentence from Section 2 to Section 1)~~

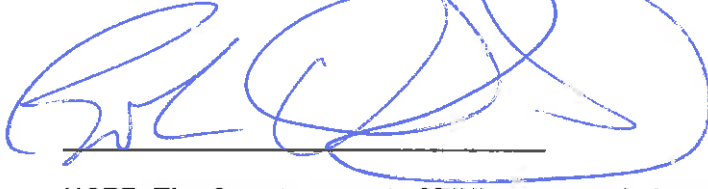
~~The County may establish reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue.~~

(The County accepts SEIU's proposal to strike the above sentence.)

SEIU agrees that its representatives will not interfere with operations of departments or any facility thereof. SEIU, shall give the Human Resources Director a written list of all authorized representatives, which list shall be kept current by SEIU. **(The County accepts SEIU's proposed sentence.)**

Date Agreed: 6/13/16

County



SEIU Local 721

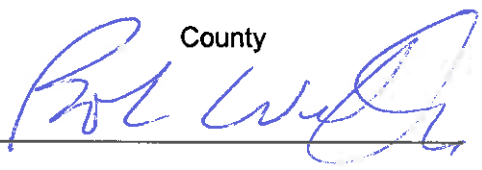


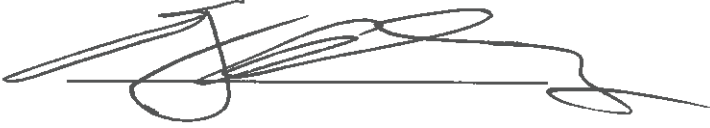
NOTE: The County accepts SEIU's proposed changes which are highlighted in yellow above.

ACCIDENTAL DEATH AND DISMEMBERMENT

Any employee may purchase the Accidental Death and Dismemberment Insurance coverage selected and offered by the County for themselves and/or dependents through payroll deduction.

Date Agreed: 9/24/15

County


SEIU Local 721


ADMINISTRATIVE LEAVE

MANAGEMENT UNIT

~~Effective pay period 1 of each year, an employee in a regular position will be provided with eighty (80) hours of administrative leave time for the employee's use. Employees hired after the beginning of pay period 1, shall be credited with administrative leave prorated on a monthly basis, based upon the annual rate of eighty (80) hours (i.e., 6.67 hours per month, or any portion thereof). Such administrative leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour one (1) time during the calendar year to the extent that the hours would have accrued at the rate of 6.67 hours per month minus any hours used up to that time. Any administrative leave accrual balances in effect at the end of pay period 26 of each year (or if applicable, pay period 27) will automatically be paid at the employee's then current base rate of pay. Employees may designate that cash out of administrative leave be allocated to the County's Section 457 Deferred Compensation Plan consistent with the requirements and restrictions of such Plan. Upon termination of employment or appointment to a position in another occupational unit, unused administrative leave will be paid at the current rate of pay only by the amount of hours that would have been accrued at the rate of 6.67 hours per month minus the total number of hours previously used and cashed out.~~

~~Administrative leave may be used on the same basis and under the same conditions as vacation leave. Employees may only submit amended Time and Labor Reports to charge or restore administrative leave for pay periods in which another leave type was requested, approved and charged, if such amended Time and Labor Reports are submitted within two (2) pay periods of the pay period to be amended.~~

SUPERVISORY UNIT

~~Effective pay period 1 of each year, an employee in a regular position will be provided with forty (40) hours of administrative leave time for the employee's use. Employees hired after the beginning of pay period 1, shall be credited with administrative leave prorated on a monthly basis, based upon the annual rate of forty (40) hours (i.e., 3.33 hours per month, or any portion thereof). Such administrative leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour one (1) time during the calendar year to the extent that the hours would have accrued at the rate of 3.33 hours per month minus any hours used up to that time. Any administrative leave accrual balances in effect at the end of pay period 26 of each year (or if applicable, pay period 27) will automatically be paid at the employee's then current base rate of pay. Employees may designate that cash out of administrative leave be allocated to the County's Section 457 Deferred Compensation Plan consistent with the requirements and restrictions of such Plan. Upon termination of employment or appointment to a position in another occupational unit, unused administrative leave will be paid at the current rate of pay only by the amount of hours that would have been accrued at the rate of 3.33 hours per month minus the total number of hours previously used and cashed out.~~

~~Administrative leave may be used on the same basis and under the same conditions as vacation leave.~~

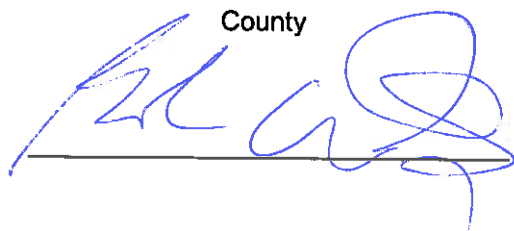
SUPERVISORY NURSES UNIT


~~Effective pay period 1 of each year, an employee in a regular position will be provided with forty (40) hours of administrative leave time for the employee's use. Employees hired after the beginning of pay period 1, shall be credited with administrative leave prorated on a monthly basis, based upon the annual rate of forty (40) hours (i.e., 3.33 hours per month, or any portion thereof). Such administrative leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour one (1) time during the calendar year to the extent that the hours would have accrued at the rate of 3.33 hours per month minus any hours used up to that time. Any administrative leave accrual balances in effect at the end of pay period 26 of each year (or if applicable, pay period 27) will automatically be paid at the employee's then current base rate of pay. Employees may designate that cash out of administrative leave be allocated to the County's Section 457 Deferred Compensation Plan consistent with the requirements and restrictions of such Plan. Upon termination of employment or appointment to a position in another occupational unit,~~

~~unused administrative leave will be paid at the current rate of pay only by the amount of hours that would have been accrued at the rate of 3.33 hours per month minus the total number of hours previously used and cashed out.~~

~~Administrative leave may be used on the same basis and under the same conditions as vacation leave. Employees may only submit amended Time and Labor Reports to charge or restore administrative leave for pay periods in which another leave type was requested, approved and charged, if such amended Time and Labor Reports are submitted within two (2) pay periods of the pay period to be amended.~~

Date Agreed: 10/1/15

County


SEIU Local 721


NOTE: The County is agreeable, as proposed by SEIU, to excluding the Administrative Leave article from a MOU since the Professional Unit is not eligible for Administrative Leave.

AUTHORIZED EMPLOYEE REPRESENTATIVES

Section 1 – Authorized Employee Representatives

SEIU may designate employees as authorized employee representatives or alternates to represent employees in the processing of grievances or during disciplinary proceedings subject to the following rules and procedures:

- (a) SEIU may designate at least one (1) authorized employee representative in each work geographic location for which the County maintains a work force. SEIU shall be entitled to designate up to two one (24) alternates for each authorized employee representative, provided that the alternate shall be located at the same major geographic location as the designated representative. **(The County accepts SEIU's proposed section "a".)**
- (b) If there is no employee representative or alternate at the work location, representation may be provided by an employee representative from another location. **(The County accepts SEIU's proposed section "b" and also proposes to add alternates.)**
- (c) SEIU will designate only employees who have obtained regular status. **(The County accepts SEIU's proposed section "c".)**
- (d) SEIU shall file with the affected Department Head and Human Resources Director a written list of all employees designated as authorized employee representatives and alternates, such list to be kept current by SEIU.
- (e) Time spent by authorized employee representatives or alternates during their regularly scheduled work hours in representing an employee shall only be compensated by the County at such representative's or alternate's base rate of pay.
- (f) Grievants shall only be compensated for attendance at hearings and meetings conducted during their regularly scheduled working hours. Such compensation shall be at the employee's base hourly rate.
- (g) Except as provided below, County vehicles, equipment, and supplies may not be used in implementing the provisions of this Article if such use would unduly interfere with the efficiency, safety, or security of the County operations and result in costs to the County. **(The County accepts SEIU's proposed section "f".)**
- (h) Limited, occasional or incidental use of the County e-mail system may occur, as long as such use is consistent with the County e-mail policy and any message sent is not disruptive or detrimental to County operations. Such use shall be limited to brief communications to SEIU related to individual grievances, disciplinary matters, or Union business. For those authorized employee representatives or alternates who are assigned a County vehicle, limited use of County vehicles may be permitted subject to prior approval from the Department. **(The County accepts SEIU's proposed section "g".)**

Section 2 – Handling of Grievances and Disciplinary Proceedings

- (a) At the request of an employee, Aan authorized employee representative or alternate may investigate a formal grievance and represent the employee at the resulting proceedings or represent the employee during disciplinary proceedings. **(The County accepts SEIU's proposed section "a".)**
- (b) Prior to participating in a grievance or disciplinary proceeding, the authorized employee representative or alternate shall first obtain authorization from their immediate supervisor. The immediate supervisor may

deny such requests if it is deemed that such a request would interfere with the efficiency, safety, or security of County operations. If the request is denied, the immediate supervisor will establish an alternate time convenient to the County and employees when the authorized employee representative or alternate and affected employee can reasonably expect to be released from their work assignment. (The County accepts SEIU's proposed language highlighted in yellow above.)

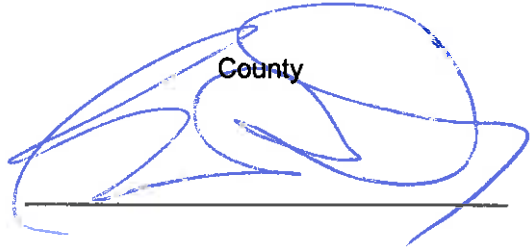
- (c) Employees must use the authorized employee representative or alternate assigned to their work geographic location and representation unit, except as provided in Section 1(b) above. (The County accepts SEIU's proposed language highlighted in yellow above.)


Section 3 – Steward Council Committee

Up to nine (9) authorized employee representatives or alternates will be permitted to attend Steward Council Committee meetings on County time; provided, however, that no such employee shall be released for more than two (2) hours per month. In January of each year of this Agreement, representatives of SEIU and the County will review the maximum number of attendees in this Section.

Monthly, SEIU shall notify the County of the employee representatives who attended the previous Employee Representative Committee meeting. (The County accepts SEIU's proposed language highlighted in yellow.)

Date Agreed: 6/13/16


County

SEIU Local 721


CLASSIFICATION

ALL UNITS

Section 1 – Purpose

Classification review is a management tool to ensure the accurate reflection of tasks and duties involved in each County position for the purpose of recruitment, compensation, and organizational structuring. The County shall notify SEIUBPEA in writing of all classification and salary changes to classifications allocated to this Unit within two (2) working days after such changes have been approved by the Board of Supervisors. Whenever positions are subject to any change as a result of a classification review, such change will be determined by the County, subject to the classification appeal procedure. New and revised classification specifications shall be furnished to SEIUBPEA in a timely manner.

Section 2 – Implementation of Classification Study Results

(a) Upgradings

An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules, such employee's step placement in the new salary range shall be governed by the Article on "Promotions."

(b) Downgradings

A downgrading is the reclassification of a position from one classification to another classification having a lower base salary range. When a position is downgraded, the incumbent employee may continue at the same salary rate payment where the salary rate is within the new base salary range. Where an incumbent receives a salary rate payment greater than the maximum of the new base salary range, the Director of Human Resources may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary range maximum of the new classification exceeds the "X" step. In accordance with San Bernardino County Personnel Rule III, Section 6(b), upon request, an employee with regular status occupying a position which has been downgraded shall be placed on an eligibility list for any classification equivalent to his/her former classification for a period of two (2) years. Equivalent classification is hereby defined as one requiring all of the following: (1) the same kind and amount of experience; (2) the same degree of skills, knowledge, and abilities; and (3) a salary level no higher than the employee's former classification.

(c) Salary Rate (Equity) Adjustment

A salary rate (equity) adjustment is a change in the salary range assignment of an existing classification as a result of a compensation study. Step placement for incumbent employees whose classification is assigned to a higher base salary range shall be determined as follows:

The employee shall be placed on the step in the new range that is approximately a five percent (5%) salary increase, not to exceed the maximum step of the new range. The employee shall be eligible to advance to the next step, if applicable, upon completion of 2,080 service hours at the new range and step, in accordance with the requirements of the Merit Advancements Article. Subsequent step advances shall be administered in accordance with the Salary Rates and Step Advancements and Merit Advancements Articles of this Agreement.

Section 3 – Classification Appeals

In accordance with Personnel Rule III, Section 5, appeals of recommended allocations may be filed by incumbents in positions included in a classification study or by their representative. The burden of proof on any classification appeal rests with the appellant to establish why the recommended allocation is not appropriate. The content of and decision on classification appeals shall be restricted to consideration of the recommended and the requested classification. All classification appeals shall be limited to a discussion of duties and responsibilities performed at the time the position was studied.

Classification appeals are heard by a mediator with classification expertise. The decision of the mediator shall be advisory. If the decision of the mediator has an economic impact, the decision of the mediator shall be in the form of a recommendation to the Board of Supervisors for final action. The mediator shall follow the appeal procedure established by the County and SEIUBPEA, and provide written justification to the aforementioned parties on classification appeal recommendations. An employee/appellant not represented by SEIUBPEA shall be obligated to pay half the total cost for the mediator. Any decisions awarded in those cases where SEIUBPEA does not represent the appellant shall be limited to that singular case and the decision may not be cited as precedent by the County, SEIUBPEA or any other appellant representative in subsequent proceedings.

Step 1 – At the conclusion of the classification study, Human Resources will make a written recommendation to the appointing authority, unless the mediator's recommendation would have an economic impact. In such cases, the Board of Supervisors would take final action.

Step 2 – The appointing authority will notify position incumbent(s) of study results and the timeframes for filing an appeal.

Step 3

- (a) Employees may file a classification appeal individually or in groups provided that all positions represented were allocated to the same class and appealed to the same class. The appeal form should thoroughly explain why the incumbent believes that the allocation is not appropriate and why the requested class is more appropriate. Appeals must be based on the duties performed at the time the position was studied. Changes subsequent to the study will be considered under Personnel Rule III, Section 4(c) upon withdrawal of the appeal.
- (b) An appeal to a non-existent class must clearly show that no existing classification describes the duties and functional responsibilities of the position.
- (c) Disagreements on title of a class, or on the format and wording of class specifications, are not bases for an appeal. Requests for revisions will be presented in writing to Human Resources for review.
- (d) Revisions to a class specification may be appealed to the mediator in cases where it is alleged that a class specification was so significantly revised as to change the grade determinants of a class.
- (e) Disagreements on salary matters for new classifications are excluded from this procedure and will be considered in the context of the meet and confer process. The salary of a classification for which a technical title change has been approved by the Board of Supervisors is not appealable. No salary action can be taken on an existing classification to the meet and confer process that would have the effect of reopening this Agreement. Salaries for new classes will be set by management, unless changes are made by an appeal and recommended by the meet and confer process.
- (f) Disagreements on representation unit designations are excluded from this procedure.

Step 4 – The position incumbent completes the Classification Appeal Form and files it within fifteen (15) working days of Board of Supervisors' approval; or within fifteen (15) working days from the appointing authority's notification to the employee.

Step 5

- (a) The appeal will be reviewed by Human Resources for changes in job duties or other substantial changes to the position description on which the allocation was based.
- (b) Human Resources staff will respond in writing to the Appeal within fifteen (15) working days. Copies of the response will be sent to all involved parties.

Step 6 – A mandatory prehearing conference will be scheduled within a twenty (20) workday period from the date of Human Resources' response. Appellants, exclusive employee organization staff representatives, and Human Resources staff will meet and attempt to reach a settlement. At the request of parties involved, additional personnel may attend to offer clarification of job duties performed by the appellant(s). If no resolution is reached at this conference, the appellant(s) and Human Resources will stipulate the issue(s) in dispute.

Step 7 – Following the prehearing conference, Human Resources staff and the appellant/appellant's representative will consider the information exchanged. Human Resources may revise its allocation recommendation, and appellant(s) may withdraw appeals.

Step 8 – Any additional supporting documentation must be filed with the mediator by both appellant(s) and Human Resources staff fifteen (15) workdays subsequent to the prehearing conference. Lists of witnesses and all written materials/exhibits that are to be discussed at the hearing must be included in this final brief. All parties will receive copies of these briefs.

Step 9 – All of the aforementioned timeframes may be lengthened or shortened upon the joint concurrence of Human Resources and the employee organization involved.

Step 10 – Appeals which have not been resolved through the preceding steps will be forwarded to the mediator.

Step 11 – Appeals presentations will be limited to the incumbent employees or spokespersons elected from the group of appellants, exclusive recognized employee organization staff representatives, and members of Human Resources staff. Witnesses may be heard for the purpose of clarifying technical aspects of job duties.

- (a) Prior to the appeal hearing, the mediator will have reviewed copies of the appeal documentation submitted by both parties.
- (b) Appellants will present arguments first. The burden of proof is with the appellant why the recommended classification allocation is not an appropriate recommendation. Twenty (20) minutes will be allowed for presentation. Time not taken for presentation will be forfeited. Arguments should be centered around why the classification allocation was not appropriate and what classification would be the most appropriate.
- (c) Human Resources staff will present arguments. Twenty (20) minutes will be allowed for presentation of this argument. Time not taken will be forfeited.
- (d) The mediator will have twenty (20) minutes for questions.

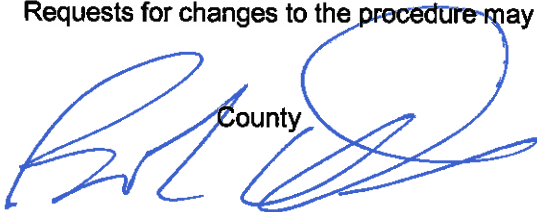
Step 12


- (a) Decisions of the mediator will be limited to the class recommended by Human Resources or the class requested by the appellant on the Classification Appeal Form.
- (b) A written decision shall be given within thirty (30) days of the hearing, indicating the basis for the decision.

Step 13 – Following the appeal hearing, the mediator shall forward the written recommendations to Human Resources and the San Bernardino Public Employees' Association. Both parties will be allowed a two (2) week review period prior to submission of the decision to the Board of Supervisors.

Step 14 – Parties will agree to support the recommendations of the mediator unless there is a failure to act in good faith in implementing the spirit and intent of these procedures.

Step 15 – This procedure shall remain in effect until it is changed through the meet and confer process. Requests for changes to the procedure may be presented at any time.


County

SEIU


NOTE: The County accepts SEIU's 9-24-15 Classification proposal.

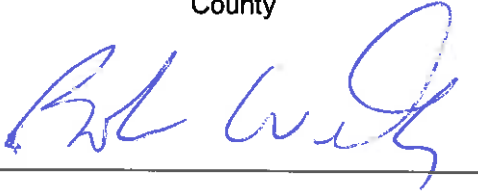
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COUNTY ISSUED IDENTIFICATION/ACCESS CARDS AND EQUIPMENT

- (a) Identification/Access Cards: The County will provide identification/access cards to all employees. Employees shall carry and display such cards at all times while engaged in County business and in connection with such business shall produce cards for inspection to any County official.
- (b) Equipment: The County may issue bargaining unit employees County-owned equipment (e.g., computers, cell phones, etc.) to assist employees in the performance of their duties.
- (c) Replacement of Identification/Access Cards and Equipment: County issued identification /access cards and equipment will be replaced without charge if damaged due to normal wear and tear while used in the course of duty. In the event an employee identification/access card or County-issued equipment is lost, stolen or destroyed, for reasons such as negligence or lack of proper care by the employee, an employee may be charged the reasonable cost of replacing said card(s) and equipment, and may be subject to appropriate disciplinary action.
- (d) Separation: Employees shall surrender County-issued identification/access cards and equipment upon separation from County Department(s) and/or upon separation from County employment.

Date Agreed: 9/23/14

County



SEIU Local 721



SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Professional Bargaining Unit

11-19-15

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal

COUNTY MANAGEMENT RIGHTS

Nothing in this agreement shall be deemed to limit or restrict the County in any way in the exercise of the customary functions of management. All management rights and functions shall remain vested exclusively with the County except those which are clearly and expressly limited or relinquished in this Agreement. It is recognized merely by way of illustration that such management rights, functions, and discretion include but are not limited to:

- (a) The right to determine the mission and organizational structure of each of its agencies, departments, institutions, boards, and commissions.
- (b) The right to determine all policy matters.
- (c) The right of full and exclusive control of the management of the County; supervision of all operations including making changes as the County deems necessary by it for efficient and economical operations; determination of the methods, processes, and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- (d) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- (e) The right to place employees on paid or unpaid administrative leave as appropriate during the pendency of an investigation.
- (f) The right to determine the nature, extent, type, quality, and level of service.
- (g) The right to establish and allocate budgets and resources.
- (h) The right to change or introduce new or improved operations, methods, means or facilities; to reorganize operations; establish, modify, consolidate, expand, or discontinue programs, services and classifications/jobs/duties; or to sub-contract or contract for work to be done; provided, however, that the parties shall meet and ~~confer over~~discuss the impacts of any contract proposed to be awarded which would contract for services currently being provided exclusively by Unit employees.
- (i) The right to determine, change, maintain, reduce or alter the technology, equipment, tools, or materials used.
- (j) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce qualification and performance standards, and promote employees; to establish, revise, interpret, and enforce work rules, policies, and procedures; to schedule work time and time off; to establish the number of hours to be worked, and length of the normal workday; to require overtime and determine the necessity for overtime; to transfer, assign, reassign, and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.
- (k) The right to determine whether and where an emergency exists and the right to take immediate and unilateral actions as the County deems necessary in an emergency.
- (l) The right to restrict the activities of employee organizations on County property and/or County time.

DEFERRED COMPENSATION SALARY SAVINGS PLAN CONTRIBUTIONS

**ALL UNITS
Participation**

All bargaining unit employees shall be eligible to participate in the County's 457(b) Deferred Compensation Plan.

County Match

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~~Effective the beginning of FY 2012/2013, which is on or about July 1, 2012, e~~ Employees who have completed one (1) year of continuous service in a regular position shall be eligible for a County match to their 457(b) Deferred Compensation Plan ~~the benefits of this article.~~ The bi-weekly contribution of employees who contribute to the County's Section 457(b) ~~Salary Savings Deferral Compensation~~ Plan will be matched by a County contribution on the basis of one-half times (1/2 x) the employee's contribution up to one-half percent (1/2%) ~~of~~ the employee's base bi-weekly ~~base~~ salary. For example, an employee who contributes \$10.00 per pay period shall receive a County contribution of \$5.00 per pay period, provided that \$5.00 does not exceed one-half percent (1/2%) of the employee's base bi-weekly ~~base~~ salary.

County contributions to the Plan will be deposited in the County's 401(a) Defined Contribution Plan and shall not be considered earnable compensation.

Date Agreed: 6/10/16

County
[Signature]

SEIU
[Signature]

DEFINITIONS

Listed below are definitions of terms commonly used in this Agreement.

Appointing Authority – Refers to the department head of the employee’s department. It includes any person who is designated as acting department head, employees acting for the department head during absence, and/or employees delegated all authority to act on behalf of the appointing authority on a regular basis.

Base Rate of Pay or Base Hourly Rate – Refers to the employee’s base hourly wage, excluding differentials and other pay above the base hourly wage (See Appendix ____).

Base Bi-weekly Salary – Refers to the employee’s base hourly rate, excluding any differentials or other pay above the base hourly rate multiplied by the base hours paid (e.g., REG, SCK, VAC, etc.) each pay period.

Calendar Year - Refers to pay period 1 through 26 consecutively (or 27 when applicable).

County Service or Continuous Service – Refers to the total length of service from an employee’s beginning (hire) date in a regular position with no separation from County employment.

Date of Hire or Hire Date – Refers to the effective date of the most recent date of hire in a regular position.

Director of Human Resources – Refers to the incumbent in the Director of Human Resources’ position. It also includes any person who has been designated as acting Director of Human Resources, employees acting for the Director during absence, and/or employees delegated authority approval on a regular basis by the Director of Human Resources.

Fiscal Year – Refers to pay period 15 of one year through pay period 14 of the following year.

Paid Hours – Shall mean hours actually worked or the use of accrued leave time such as vacation, sick, holiday, or compensatory time. It does not include unpaid hours or disability payments such as Short Term Disability or workers compensation.

Paid Status – Refers to any pay period in which an employee codes paid hours.

Regular Position – Refers to a position authorized by the Board of Supervisors, that may be budgeted at either full-time or part-time level, and may be in either the Classified or Unclassified Service. Regular positions do not include recurrent, extra-help, ordinance, contract and other contingent positions.

Regular Status – Refers to an employee’s status upon the completion of a required probationary period in a regular classified position in the employee’s current or prior position as applicable.

Service Date – Refers to the first day of the pay period in which the employee begins work.

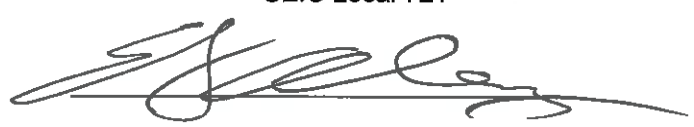
Service Hours – Refers to paid hours in a regular County position from an employee’s most recent date of hire and during an employee’s regular tour of duty, up to 80 hours per pay period. Time without pay, disability payments, Medical Emergency Leave, and overtime hours do not count as service hours.

Working Days – Refers to the days that the County is normally open to conduct business, i.e., Monday through Friday, excluding County holidays.

Date Agreed: 1/11/16

County


SEIU Local 721



NOTE: The County resubmits its Definitions proposal and, based on discussions during the 12/16/15 bargaining session regarding County Service/Continuous Service and restoration of benefits upon reemployment, submits a counter to its Reemployment proposal (See attached Reemployment proposal).

DEMOTIONS

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. **(As proposed on 10/15/15, the County agrees to SEIU's proposed language in paragraph 1.)**

A promoted employee who returns to his/her former classification during the probationary period shall be placed on the same step within the base salary range for the former classification that the employee was on at time of promotion. No credit shall be granted for hours worked at the promoted level for the purposes of his/her next step advance due date. **(As proposed on 10/15/15, the County agrees to SEIU's proposed language in paragraph 2 except for the minor edit in yellow above.)**

A probationary employee who voluntarily demotes to a different classification from which the employee was promoted shall be retained at the same salary rate, provided that the salary rate does not exceed the top step of the lower classification. If the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary range of the lower classification. **(As proposed on 10/15/15, the County agrees to SEIU's proposed language in paragraph 3.)**

An employee with regular status who voluntarily demotes to a lower classification shall be retained at the same salary rate, provided that the salary rate does not exceed the top step of the lower classification. If the salary rate is higher than the top step of the lower classification, the employee shall be placed at the top step of the base salary range of the lower classification. **(As proposed on 10/15/15, the County agrees to SEIU's proposed language in paragraph 4.)**

An employee who demotes to a trainee classification for which the journey level classification is higher than the classification he/she demoted from, shall retain the same salary rate. Such an employee will be placed on the "X" step if necessary, and the employee shall receive no future salary rate increases until the employee has promoted to the journey level classification and the salary rate of that classification exceeds the "X" step. **(As proposed on 10/15/15, the County agrees to SEIU's proposed language in paragraph 5 except for the minor edits in yellow above.)**

An employee who demotes to a trainee classification for which the journey level classification is lower than the classification he/she demoted from shall retain the same salary rate, provided that the salary rate does not exceed the top step of the journey level classification. If the salary rate is higher than the top step of the journey level classification, the employee shall be placed at the top step of the base salary range of the lower journey level classification. For example, an employee in the Public Health Epidemiologist classification is at top step of the range for that classification (currently range 56). The employee demotes to the Public Health Microbiologist I classification, which is a trainee classification currently on range 50. The journey level classification for the Public Health Microbiologist I classification is the Public Health Microbiologist II classification, which is currently on range 54. Because the employee's current salary rate in the Public Health Epidemiologist classification exceeds the top step of the journey level classification to which she is demoting (i.e., the Public Health Microbiologist II classification), the employee shall be placed at the top step of the range 54 (i.e. the base salary range of the lower Public Health Microbiologist II journey level classification). **(As proposed on 10/15/15, the County proposes to add a new paragraph 6, which is highlighted in yellow, to clarify demotions for employees who demote to a trainee classification, consistent with a clarification agreed to with other bargaining units. Based on bargaining discussion, the County agreed to SEIU's request to add an example, which is shown in blue above.)**

An employee whose position is downgraded as a result of a classification study shall be retained at the same salary rate, provided that the salary rate does not exceed the top step of the new lower classification.

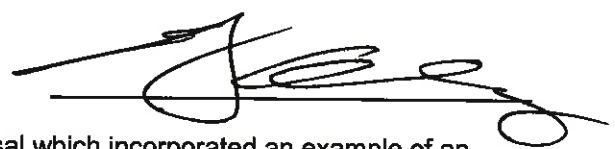
If the salary rate is higher than the top step of the new lower classification, the employee shall be placed at the top step of the base salary range of the new lower classification. (As proposed on 10/15/15, the County proposes to clarify paragraph 7.)

An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted as provided in the Order of Demotion. (As proposed on 10/15/15, the County agrees to SEIU's proposed language in paragraph 8.)

If the employee held prior regular status in the demoted to classification, the employee shall resume said status. If the employee did not have prior regular status in the classification, the employee shall be required to serve a probationary period, unless waived by the Director of Human Resources. (As proposed on 10/15/15, the County agrees to SEIU's proposed language in paragraph 9.)

Date Agreed: 1/20/16

County


SEIU Local 721


NOTE: The County resubmits its 10-28-15 Demotions proposal which incorporated an example of an employee who demotes to a trainee classification for which the journey level classification is lower than the classification he/she demoted from.

DEPENDENT CARE ASSISTANCE PLAN AND FLEXIBLE SPENDING ACCOUNT

The purpose of this Section 125 Dependent Care Assistance Plan (DCAP) and Section 125 Medical Expense Reimbursement Flexible Spending Account (FSA) ~~and Dependent Care Assistance Plan (DCAP)~~ is to permit eligible employees to make an election to pay for qualifying medical care and/or dependent care expenses, ~~as determined by Section 213 of the Internal Revenue Code of 1986 (IRC), on a pre-tax basis by salary reduction~~ in accordance with Sections 125 and 105(b) of the Internal Revenue Code (IRC) and regulations issued pursuant thereto. DCAP and FSA shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. ~~FSA exclusions from gross income do not affect compensation for retirement purposes.~~

DCAP and FSA will be administered by the County Human Resources Department, Employee Benefits and Services ~~Division~~, consistent with said IRC Sections and the County's Plan Documents.

(a) To be eligible for these ~~ese~~ benefits, an employee must be in a regular position,

~~and regularly scheduled to work forty (40) or more hours per pay period and paid for a minimum of one-half plus one of the scheduled hours, be on an approved leave designated as Family Medical Leave Act or on an approved military leave.~~

(a)(b) Enrollment in each ~~the~~ Plan for current employees is required every Plan year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status event.

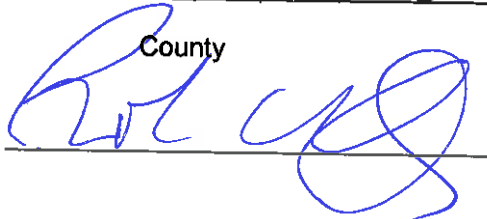
~~(b)~~ ~~Examples of eligible mid-year Change in Status events include: marriage, divorce, birth, adoption, death, over age dependent, loss of student status, the employee's or employee's spouse's reduction in work hours, and loss of spouse's employment. The Employee Benefits and Services Division will authorize changes provided that the change is made on account of and consistent with an employee's qualifying Change in Status event. Enrollment in the Plan for a new employee is limited to within thirty (30) sixty (60) days of the employee's date of hire. Failure to submit an election agreement within the specified time frame shall result in an election to not participate in the Plan. The FSA Plan year will coincide with the County's Benefit Plan year.~~

~~(c)~~ Enrollment is required every Plan year. An employee must elect to contribute to FSA through salary reduction on forms approved by the County Human Resources Department, Employee Benefits and Services Division.

(d)(c) Eligible employees may contribute on a pre-tax basis, to the DCAP and/or FSA, each bi-weekly pay period, an amount not to exceed the established annual maximum pursuant to the IRC, a minimum of five dollars (\$5.00) and a maximum of seventy five dollars (\$75.00) per biweekly pay period or up to the established amount pursuant to the IRC annual maximum whichever is less to a flexible spending account. An employee election to participate in the Plan (s) shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan year except to the extent permitted under Internal Revenue Service (Internal Revenue Service) (RS) rulings and regulations and with the County's Medical Expense Reimbursement FSA Plan Documents.

(e)(d) Pursuant to IRC Section 125 requires that Any unused amounts remaining in an employee's account at the end of the Plan year must be forfeited except as permitted by the IRS C and the County's Medical Expense Reimbursement FSA Plan Documents. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

Date Agreed: 10/1/15

County


SEIU Local 721



DIFFERENTIALS

Section 1 – Bilingual Compensation

Employees who, with the approval of their appointing authority, are required to perform bilingual translation before an officially convened court, appeals board, commission, or hearing body, in addition to their regular duties, shall be entitled to a bilingual per diem differential. Such differential shall apply regardless of the total time required per day for such translation. Such differential shall be twelve dollars (\$12.00) per day and shall only be paid upon certification by the employee's appointing authority or presiding official that such translation was performed.

Employees in positions designated by the appointing authority which require employees as a condition of employment to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent in translation skills by Human Resources to be eligible for compensation. There are three (3) levels of competency certification solely determined and administered by Human Resources: Level 1 - verbal skill level: the use of English and a second language in verbal contexts which may require interpretation of simple documents in the second language; Level 2 - written skill level: reading, writing and speaking English and a second language; and Level 3 - technical skill level: reading, writing and speaking English and a second language using medical or legal terminology. Compensation per pay period shall be effective as follows: verbal skill level at fifty dollars (\$50.00) per pay period, written skill level at fifty-five dollars (\$55.00) per pay period, and technical skill level at sixty dollars (\$60.00) per pay period.

Section 2 – Clinical Therapists Detention Facilities Differential

Clinical Therapists regularly assigned to detention facilities shall be paid a differential of one dollar (\$1.00) per hour over and above their base hourly rate for all hours actually worked, not to exceed eighty (80) hours per pay period.

Section 3 – Inpatient Assignment Compensation

Employees in the following classifications with a continuous, full-time assignment for work in the Behavioral Health Inpatient Unit of Arrowhead Regional Medical Center shall receive inpatient assignment compensation:

Clinical Therapist I, II, Prelicensed
Mental Health Clinicians I - IV (MC)
Occupational Therapists I, II, Pre-Registered
Psychiatrist

The appointing authority shall designate those positions eligible to receive inpatient assignment compensation of one dollar (\$1.00) per hour over and above their base hourly rate for all hours actually worked, not to exceed eighty (80) hours per pay period.

Section 4 – Laboratory Technologist Night Standby Duty Pay

The following rates of pay and working conditions have been established for the Laboratory Technologists on night standby duty.

- (a) The hours included on night standby duty shall be from 11:30 p.m. to 7:30 a.m., seven (7) days each week.
- (b) The first Laboratory Technologist must be in residence at the Arrowhead Regional Medical Center, in a room assigned to the Laboratory, during the hours of standby duty. This Laboratory Technologist shall be paid ten dollars (\$10.00) per call.

- (c) A second Laboratory Technologist may be designated for night standby duty at the Technologist's normal place of residence. This second Laboratory Technologist shall be paid sixteen dollars (\$16.00) for standby duty, if not called. If called, this Laboratory Technologist shall be paid thirty-two dollars (\$32.00) which shall include the first call and ten dollars (\$10.00) for each subsequent call.
- (d) The provisions for night standby duty pay shall not apply to any Laboratory Technologist assigned to work the 11:30 p.m. to 7:30 a.m. shift.
- (e) Classifications eligible for this provision shall include: Laboratory Technologist I, Laboratory Technologist II, Laboratory Technologist III, Laboratory Technologist School Coordinator, and Supervising Laboratory Technologist.

Section 5 – Shift Differentials

Unless otherwise provided in the Memorandum of Understanding, shift differential compensation shall not be included in the base rate of pay when computing overtime, or call-back pay. Such differential will be included in computing overtime for employees who are not exempt under the Fair Labor Standards Act.

Employees shall be eligible to receive shift differential compensation when the majority of hours worked are covered by a shift differential. Where the hours worked overlap more than one shift differential, the employee will receive the applicable shift differential based on the majority of shift worked, for the total number of hours worked during that shift.

Overtime worked is in addition to an employee's assigned schedule and is compensated separately in accordance with the overtime provisions of this Memorandum of Understanding.

(a) Evening and Night Shift Differentials

The purpose of this provision to compensate employees, who are required as part of their assigned schedule to ~~actually~~ work evening or night shifts, over and above the established base rates of pay when working the evening or night shift. Employees assigned to a continuous or rotating evening or night shift schedule shall be eligible for shift differential compensation, ~~for all hours actually worked during the evening or night shift.~~ Further, employees who provide relief work for other employees assigned to continuous or rotating evening or night shift schedule ~~shall~~ may receive shift differential compensation for all hours actually worked while providing relief work with prior approval of the appointing authority.

(i) Evening Shift- Employees who work an assigned shift, where the majority of hours, including mealtime and at least four (4) hours, are worked between 6:00 p.m. and 12:00 a.m. (midnight), shall receive one dollar (\$1.00) per hour over and above their base hourly rate, ~~for all hours actually worked.~~ Effective July 23, 2016, the evening shift differential shall be increased to one dollar and twenty cents (\$1.20).

~~(#)~~(ii) Night Shift- Employees who work an assigned shift, -where the majority of hours, including mealtime and at least four (4) hours, are worked between 12:00 a.m. (midnight) and 8:00 a.m. of the following day, shall receive one dollar and ~~seventy~~ thirty cents (\$~~1.70~~ 1.30) per hour over and above their base hourly rate, ~~for all hours actually worked.~~ Effective July 23, 2016, the night shift differential shall be increased to one dollar and seventy cents (\$1.70).

~~(#)~~(iii) As provided above, employees shall be eligible to receive shift differential compensation only when the majority of hours worked are covered by a shift differential. For example, an employee is assigned to work from 12:30 p.m. to 10:00 p.m. (i.e., a 9 hour shift with a 30 minute meal period). Since the majority of hours worked (i.e., 5.5 hours less a 30 minute meal period) are not covered by a shift differential, the employee is not eligible to receive shift differential compensation.

(iv) When hours worked overlap more than one shift differential, employees shall receive the applicable shift differential based on the majority of shift worked, for the total number of hours ~~worked~~ during that shift. For example, an employee is assigned to work from 8:00 p.m. to 5:30 a.m. (i.e., a 9 hour shift with a 30 minute meal period). Since the majority of hours (i.e., 5.5 hours less the 30 minute meal period) are worked during the period of time

covered by the Night Shift differential, the employee would receive the Night Shift differential (i.e., REG3) for all hours ~~actually worked~~ during that shift (i.e., 9 hours).

(v) Employees who are assigned to a continuous evening or night shift shall receive such differential in addition to base pay when computing paid leave compensation.

(iii)(vi) Employees eligible for the differential shall not receive the differential during a leave of more than a full pay period (e.g., sick, vacation for sick leave purposes, etc.), provided, however, that employees who, with the approval of the appointing authority, take a vacation of more than a full pay period (e.g., vacation leave, etc.) excluding employees who are using paid leave time to extend their years of service prior to retirement, shall be eligible to receive the differential.

(b) Child Abuse Hotline Weekend Day Shift Differential

Employees in the Child Abuse Hotline (CAHL), Department of Children's Services, who work on a weekend day as part of their assigned schedule, shall receive a weekend day shift differential of one dollar (\$1.00) per hour over and above their base hourly rate for all hours actually worked during that shift. Effective July 23, 2016, the CAHL Differential shall be increased to one dollar and fifty cents (\$1.50).

"Weekend day" for purposes of this provision is Saturday and Sunday between 8:00 a.m. and 6:00 p.m. The purpose of this provision is to provide a differential for "weekend day" hours that are not covered by another shift differential. In no event shall an employee receive the Weekend Day Shift differential and another shift differential for the same shift.

As provided above, employees shall receive the applicable shift differential amount based on the majority of shift worked, for the total number of hours worked during that shift. For example, an employee is assigned to work Saturday from 11:30 a.m. to 10:00 p.m. (i.e., a 10 hour shift with a 30 minute meal period). Since the majority of hours (i.e., 6.5 hours less the 30 minute meal period) are worked during the period of time covered by the Weekend Day Shift differential, the employee would receive the Weekend Day Shift differential (i.e., CAHL) for all hours actually worked during that shift (i.e., 10 hours).

(c) Medical Support Shift Differentials

(i) Employees designated in this paragraph assigned to hospital, mental, or correctional institutions who work an assigned shift where the majority of hours, including meal time and at least four (4) hours, are worked between 6:00 p.m. and 12:00 a.m. (midnight), shall receive two dollars (\$2.00) per hour over and above their base hourly rate.

(ii) Those eligible employees who work an assigned shift, where the majority of hours, including meal time, and at least four (4) hours, are worked between 12:00 a.m. (midnight) and 8:00 a.m. of the following day, shall receive two dollars and eighty-five cents (\$2.85) per hour over and above their base hourly rate. Effective July 23, 2016, the differential shall be increased to three dollars and thirty five cents (\$3.35).

(iii) Employees in the following classifications shall be eligible for this differential:

- Clinical Therapist I, II, Prelicensed
- Dieticians
- Laboratory Technologists I, II, III
- Respiratory Care Practitioner III

As provided above, employees shall be eligible to receive shift differential compensation only when the majority of hours worked are covered by a shift differential. For example, an employee is assigned to work from 12:30 p.m. to 10:00 p.m. (i.e., a 9 hour shift with a 30 minute meal period). Since the majority of hours worked (i.e., 5.5 hours less a 30 minute meal period) are not covered by a shift differential, the employee is not eligible to receive shift differential compensation.

(iv) When hours worked overlap more than one shift differential, employees shall receive the applicable shift differential based on the majority of shift worked, for the total number of hours during that shift. For example, an employee is assigned to work from 7:00 p.m. to 3:30 a.m. (i.e., an 8 hour shift with a 30 minute meal period). Since the majority of hours (i.e., 4.5 hours less the 30 minute meal period) are worked during the period of time covered by the Evening Shift differential, the employee would receive the Evening Shift differential (i.e., REG2) for all hours during that shift (i.e., 8 hours).

(v) Employees who are assigned to a continuous evening or night shift shall receive such differential in addition to base pay when computing paid leave compensation.

~~(iv)~~(vii) Employees eligible for the differential shall not receive the differential during a leave of more than a full pay period (e.g., sick, vacation for sick leave purposes, etc.), provided, however, that employees who, with the approval of the appointing authority, take a vacation of more than a full pay period (e.g., vacation leave, etc.) excluding employees who are using paid leave time to extend their years of service prior to retirement, shall be eligible to receive the differential.

(d) Medical Support Weekend Differential

Employees designated in this paragraph assigned to hospital, mental, or correctional institutions, who work on a scheduled weekend day off, shall be paid an additional three dollars (\$3.00) per hour over and above their base hourly rate for all hours actually worked. "Weekend" for purposes of this provision is between 11:00 p.m. Friday through 11:00 p.m. Sunday night. In no event shall this differential be paid for a weekend that the employee was regularly scheduled to work. Employees in the following classifications shall be eligible for this differential:

Clinical Therapist I, II, Prelicensed

Dieticians

Laboratory Technologist I, II, and III

Employees who receive this differential are not eligible to receive other shift differentials (e.g., Evening and Night Shift differentials) for hours worked during the weekend shift.

a-(e) After Hours Response Center Shift Differential

(1) The County and SEIU shall meet and confer to establish the terms and conditions of the After Hours Response Center (ARC), including the applicable ARC evening and night shift hours. ~~The pay period following completion of the meet and confer process employees shall be eligible to receive the ARC Shift Differential and One-Time ARC Volunteer Incentive as provided in part (2) and (3) below.~~

(2) The purpose of this provision to compensate employees, who are required as part of their assigned schedule to work evening or night shifts in the After Hours Response Center (ARC), over and above the established base rates of pay when working the evening or night shift in the ARC. Further, employees who provide relief work for other employees assigned to continuous or rotating evening or night shift schedule shall receive shift differential compensation for all hours actually worked while providing relief work with prior approval of the appointing authority.

(i) ARC Evening Shift – The established evening shifts are initially as follows: Monday through Thursday 2:00 p.m. to 12:30 a.m., Friday 11:00 a.m. to 11:00 p.m., and Saturday and Sunday 10:00 a.m. to 10:00 p.m. Employees who work an assigned evening shift where the majority of hours, including mealtime and at least four (4) hours, are worked between an established evening shift, shall receive one dollar and twenty-five cents (\$1.25) per hour over and above their base hourly rate.

(ii) ARC Night Shift - The established night shifts are initially as follows: Monday through Thursday 10:00 p.m. to 8:30 a.m., Friday through Sunday 10:00 p.m. to 10:00 a.m. Employees who work an assigned night shift where the majority of hours, including mealtime and at least four (4) hours, are worked between an established night shift, shall receive one dollar and seventy-five cents (\$1.75) per hour over and above their base hourly rate.

(iii) As provided above, employees shall be eligible to receive shift differential compensation only when the majority of hours worked are covered by a shift differential. For example, an employee is assigned to work Thursday from 8:00 a.m. to 5:30 p.m. (i.e., a 9 hour shift with a 30 minute meal period). Since the majority of hours worked (i.e., 5.5 hours less a 30 minute meal period) are not covered by a shift differential, the employee is not eligible to receive shift differential compensation.

(iv) In no event shall an employee receive the After Hours Response Center Differential and another shift differential for the same hours.

(3) One-Time ARC Volunteer Incentive: The County shall provide a one-time incentive of \$500 to Social Service Practitioners who prior to Board approval of the MOU volunteered and were designated by CFS as part of their regularly assigned schedule to work evening or night shifts in the ARC, or who within one year following Board approval of the MOU volunteer and are designated by CFS as part of their regularly assigned schedule to work evening or night shifts in the ARC, to assist in the initial staff-up of the Center. The ARC volunteer incentive shall be paid the first pay period following Board approval of the MOU, or the first pay period following an employee volunteering and being designated by CFS as part of their regularly assigned schedule to work evening or night shifts in the ARC.

This one-time incentive shall sunset one year following Board approval of this Agreement.

Section 6 – Longevity Pay Differential

Effective December 10, 2016, the County shall establish a Longevity Pay Differential above the base rate of pay, as indicated below. Total completed service shall be based on total hours of completed continuous service with the County; provided however, that employees in Unit on the date of Board approval of the MOU who had previously separated County service for 180 days or less but who have completed a total of at least fifteen (15) or more years of combined service as of December 10, 2016 shall be eligible to receive the differential.

The Longevity Pay Differential shall not be considered when determining the appropriate rate of pay for a promotion or demotion.

<u>TOTAL SERVICE</u>	<u>COMPLETED</u>	<u>COMPENSATION</u>
<u>31,200 (15 years)</u>		<u>2.00%</u>

For purposes of the longevity pay differential only, a year of completed County service is defined as 2,080 service hours with the County.

Section 7 – Board Certified Psychiatrist Differential

Effective the pay period following Board approval of the MOU, the County shall establish a differential for Psychiatrist's who are certified as a Diplomate by the American Board of Psychiatry and Neurology. Psychiatrists in the Unit who are certified as a Diplomate by the American Board of Psychiatry and Neurology shall receive a five percent (5.00%) differential above the employee's base rate of pay. The differential shall be paid for all hours actually worked up to eighty (80) hours per pay period.

Date Agreed: 6/17/16

County

SEIU Local 721

NOTE: The July 23, 2016 differential increases assume the MOU is approved by the Board before that date.


DIRECT DEPOSIT (ELECTRONIC FUND TRANSFER)

All employees must make and maintain arrangements for the direct deposit of paychecks and expense reimbursements into the financial institution of their choice via electronic fund transfer. Employees who do not attempt to make such arrangements by the end of the 4th pay period after their date of hire shall be subject to disciplinary action, including termination.

In cases where an employee is unable to make arrangements for electronic fund transfer, the County, at its discretion, may allow an exception to this Article. If an exception is granted, such employees shall receive paychecks and/or expense reimbursements via pay card. Any exceptions granted may be reviewed periodically for continuation, subject to the approval of the County.

Date Agreed: 9/24/15

County


SEIU Local 721


DISASTER SERVICE WORKERS AND ASSIGNMENTS DURING EMERGENCIES

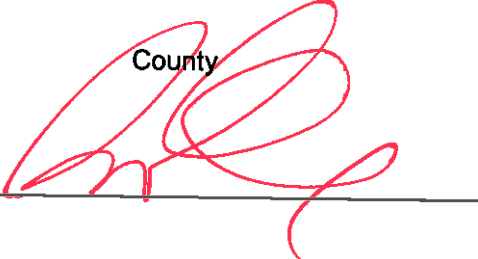
Section 1 - Disasters

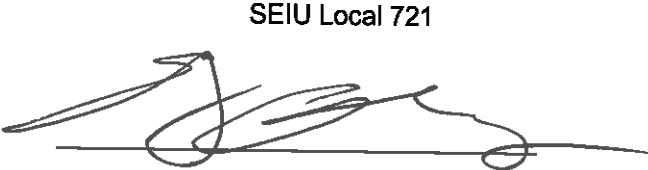
All employees covered by this Agreement are public employees, and, as such, are to serve as disaster service workers subject to such service activities as may be assigned to them by their superiors or by law, pursuant to Government Code Section 3100 et seq. **(The County agrees to SEIU's proposed language in paragraph 1; however, the County proposes to establish a Section 1 and clarify the government code section, which are highlighted in yellow above.)**

Section 2 - Emergencies

In cases of emergency, management shall have the right to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting such emergency. However, an emergency assignment shall not extend beyond the period of such emergency. **Emergencies shall be defined as an unforeseen combination of circumstances beyond the control of the County which call for immediate action, to include such things as acts of God or situations which threaten to impair operations materially. (The County agrees to SEIU's proposed language in paragraph 2; however, the County proposes to establish a Section 2 and to modify the definition of emergency, which are highlighted in yellow above.)**

Date Agreed: 10/15/15

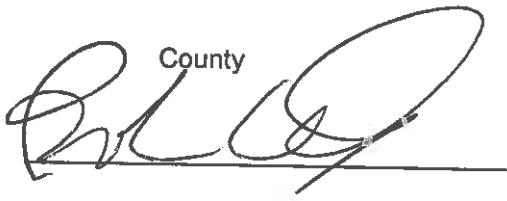
County


SEIU Local 721


DISPUTE RESOLUTION

The County or SEIU, prior to filing a lawsuit, an unfair labor practice, or any action involving an administrative or judicial body (other than the Civil Service Commission or the Equal Employment Opportunity Commission) shall initiate a meeting with the other party to attempt to resolve the matter in question with the intent of reaching a mutually acceptable solution.

Date Agreed: 11/4/15

County


SEIU Local 721

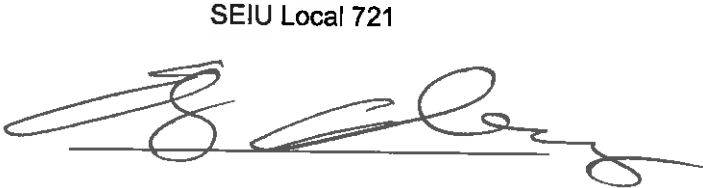

NOTE: The County resubmits its Dispute Resolution proposal from August 27, 2015, which SEIU has yet to respond to.

DUAL APPOINTMENTS

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Director of Human Resources to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status, unless the most recently appointed dual appointee has regular status in the classification. The most recently appointed employee shall be notified in writing by the appointing authority of the benefits to which that employee is entitled. Upon return of the initial appointee or completion of the training period or emergency, the following procedure shall apply. If the most recently appointed dual appointee has regular status in the same classification, he/she shall be placed in a vacant position in the same classification in the department. If no position is available, the employee shall be laid off; provided, however, that the initial appointee shall be excluded from the order of layoff. If the most recently appointed dual appointee does not have regular status in the classification, he/she may be appointed to a vacant position in the same classification in the department, however, he/she shall be required to serve a probationary period unless waived by the Director of Human Resources. If the most recently appointed dual appointee held prior regular status in a lower classification immediately preceding the dual appointment, he/she shall have the right to return to the former classification and department. If he/she has not held prior regular status in a lower level classification, he/she shall be terminated.

Date Agreed: 7/24/15

County


SEIU Local 721


**AGREEMENT
DUES DEDUCTIONS AND AGENCY FEES**

Employees in the Professional Unit shall, following the May 5, 2015 Board of Supervisors meeting and approval of this Agreement (or as soon as practicable following thirty days of hire into the unit), become a member of SEIU or pay to SEIU a fee (e.g. agency fee or fair share fee) in an amount not to exceed the standard initiation fee, periodic dues and general assessments of the organization.

Dues of members shall be withheld by the County from employee paychecks upon submission by SEIU of the voluntary written authorization of such employees and shall be transmitted to the SEIU Officer designated in writing by SEIU as the person authorized to receive such funds, at the address specified. Dues and agency fee deductions shall commence the pay period ending May 29, 2015 after compliance with Auditor-Controller/Treasurer/Tax Collector requirements. Payroll deductions for all employees shall be at the full member dues rate and subject to an agency fee payer rebate program administered by SEIU. SEIU shall inform the County in writing of the applicable rate of such deductions.

The parties agree that the obligations herein are a condition of continued employment for Unit members. The parties further agree that the failure of any Unit member covered by this Agreement to remain a member in good standing of SEIU or to pay the agency fee during the term of this Agreement shall constitute, generally, just and reasonable cause for termination.

The County shall not be obligated to put into effect any new, changed or discontinued deduction until a payroll deduction card is or other satisfactory written documentation is submitted to the Auditor/Controller-Recorder in sufficient time to permit normal processing of the change or deduction.

No Unit member shall be required to join SEIU or to make an agency fee payment if the Unit member is an actual, verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such Unit member has verified the specific circumstances. Such employee must, instead arrange with SEIU to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax-exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee, from a list provided by SEIU. SEIU shall be responsible for determinations under this paragraph.

SEIU shall be fully responsible for expending funds received under this Agreement consistent with all legal requirements for expenditures of employee dues, which are applicable to public sector labor organizations. Any non-member of SEIU in the bargaining unit who objects to the amount of the deduction or the obligation to pay the Agency fee may file a written objection/complaint with SEIU to seek remedy, based on guidelines set by SEIU.

SEIU agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees. Such notice (i.e. Hudson notice) and procedures shall be provided to non-member agency fee payers at least 30 days prior to the initial collection of the agency fee and each year thereafter that an agency fee arrangement is in effect.

Whenever a Unit member is delinquent in the payment of dues or fees, SEIU shall notify the County's Human Resources Director. In the event the Unit member fails to cure said delinquency, SEIU shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.

SEIU shall keep an adequate itemized record of its financial transactions and shall make available upon Board approval of this Agreement and annually thereafter to the County and also, upon request to employees who are members of SEIU within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

This organizational security arrangement shall be null and void if rescinded by a vote of employees in the Unit pursuant to Government Code Section 3502.5(b). SEIU hereby agrees to defend, indemnify and hold harmless the County of San Bernardino and its officers and employees from any claim, demand, loss, suits, liability or cause of action of any nature whatsoever arising, directly or indirectly, out of the operation of this Agreement, including reimbursement of litigation costs and attorney fees.

SEIU's indemnity and liability obligation is more fully set forth as follows:

- (a) SEIU shall defend, indemnify and hold harmless the County of San Bernardino and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Agreement. Upon commencement of such legal action, administrative proceeding, or claim, SEIU shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the County or its officers and employees because of any application of this Agreement shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of SEIU shall not diminish SEIU's defense or and indemnification obligations under this Agreement.
- (b) The County, immediately upon receipt of notice of such claim, proceeding or legal action shall inform SEIU of such action, provide SEIU with all information, documents, and assistance necessary for SEIU defense or settlement of such action and fully cooperate with SEIU in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by SEIU.
- (c) SEIU upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. SEIU, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

This Agreement shall become effective 30 days after Board approval subject to the Hudson notice requirement being met.

Date Agreed: 4/10/15

Janie A. Sullivan

For SEIU

Bob Willis

For the County

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Professional Bargaining Unit

6-7-16

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal.

EQUITY

~~The County and SBPEA agree to meet following Board of Supervisors approval of this Agreement, but no sooner than September 15, 2008, to establish, by mutual agreement, a joint list of classifications which shall receive an equity adjustment of up to five percent (5%) in the first year of this Agreement. The amount of such increases shall not exceed the economic authority previously granted by the Board of Supervisors. If the County and SBPEA cannot reach agreement on the joint list of classifications, the parties shall utilize mediation to resolve any dispute regarding inclusion of classifications on the joint list. Upon mutual agreement by the parties to the joint list within the County's economic authority, the Director of Human Resources agrees to submit such list to the Board of Supervisors for its consideration as soon as practicable.~~

~~The base salary of the following classifications shall be adjusted for the purpose of achieving market equity and merit increases:~~ *as follows:*

RW

<u>1.75%</u>	<u>2.5%</u>	<u>5%</u>	<u>6.25%</u>	<u>7.5%</u>
<u>*Effective the first PP following BOS approval</u>	<u>*Effective the first PP following BOS approval</u>	<u>*2.5% effective the first PP following BOS approval.</u> <u>*2.5% effective July 22, 2017</u>	<u>*2.5% effective the first PP following BOS approval.</u> <u>*2.5% effective July 22, 2017</u> <u>*1.25% July 21, 2018</u>	<u>*2.5% effective the first PP following BOS approval.</u> <u>*2.5% effective January 21, 2017</u> <u>*2.5% effective July 22, 2017</u>
<u>Public Health Physician II</u>	<u>Land Surveyor</u>	<u>Laboratory Technician III</u>	<u>Clinical Therapist I,II</u>	<u>Laboratory Technician I, II</u>
<u>Building and Safety Engineer</u>	<u>Environmental Health Specialist II, III</u>	<u>Respiratory Care Practitioner III</u>		
<u>Dietician</u>		<u>Clinical Therapist I, II – Psychologists</u>		
<u>California Children Services Physician Consultant II</u>				
<u>Occupational Therapist II</u>				
<u>Lead Occupational Therapist</u>				

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Professional Bargaining Unit

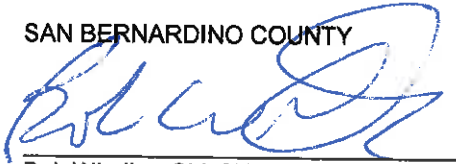
6-7-16

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<u>Physical Therapist II</u>				
<u>Lead Physical Therapist</u>				
<u>Speech Therapist</u>				
<u>Pediatric Rehab Therapist</u>				

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY



Bob Windle - Chief Negotiator

6/7/16
Date

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721



Eloy Alvarez - Chief Negotiator

6/7/16
Date

EXPENSE REIMBURSEMENT

Section 1 – General Provisions

The purpose of this Article is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of San Bernardino County, except as may be otherwise provided in this Agreement.

Section 2 – Responsibilities

It shall be the responsibility of each appointing authority or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the appropriate appointing authority or designee to incur a business expense or to exceed maximum allowable amounts provided in Section 7 of this Article. Prior approval may be in the form of standing orders issued by the appointing authority. Failure to obtain prior approval may result in denial of any expense claim (or excess amount) not pre-approved.

Section 3 – Travel Authorization

- (a) Travel outside the State of California must be approved by the Chief Executive Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Office in triplicate on a standard "Travel Request" form, unless specifically approved in the department's budget.
- (b) The appointing authority or designee shall initiate travel requests. The Chief Executive Officer and Auditor-Controller/Treasurer/Tax Collector shall be notified in writing of all such designees.
- (c) The appointing authority or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

Section 4 – Authorization for Attendance at Meetings

- (a) Appointing authorities may authorize attendance at meetings at County expense when the program material is directly related to an important phase of County service and holds promise of benefit to the County as a result of such attendance.
- (b) Authorization for attendance at meetings without expense reimbursement, but on County time, may be granted when the employee is engaged on the County's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the County.

Section 5 – Records and Reimbursements

- (a) Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars (\$25.00), the submission may be deferred until the amount exceeds twenty-five dollars (\$25.00) quarterly or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond must be on a separate claim from those expenses claimed for June 30 or earlier.
- (b) Unless otherwise provided in this Article, original receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
 - (1) Private mileage.
 - (2) Taxi, streetcar, bus and ferryboat fares; bridge and road tolls; and parking fees.
 - (3) Telephone and other communication-related charges.

- (4) Other authorized expenses of less than one dollar (\$1.00).
- (c) Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- (d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.
- (e) Except as otherwise provided in this Article, expense reimbursements shall be made on an actual cost basis.
- (f) If original receipt is unavailable, the employee may submit a photocopy and a signed statement as to the location of the original receipt or an explanation as to its absence.
- (g) Expense reimbursements may be made via Electronic Fund Transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

Section 6 – Transportation Modes

- (a) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the County. Where an employee is given the choice between several means of travel (e.g. use of County vehicle vs. own personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more costly, the employee shall only be reimbursed for the lesser cost option. For example, if an employee chooses to drive his/her own vehicle when offered a County vehicle, the employee generally shall not be entitled to any reimbursement. Similarly, if the cost of flying on an airplane is less than the cost of driving, the employee shall only be reimbursed for the amount the County would have paid for the flight.

(b) Travel Via Private Automobile

- (1) Reimbursement for the use of privately owned automobiles to conduct County business shall be at the IRS allowable rate. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation-related costs. The County does not provide any insurance for private automobiles used on County business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on County business.
- (2) When employees traveling on official County business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations.

In no case will mileage be allowed between the employee's residence and the assigned work location.

(c) Travel Via Rental Vehicles

Reimbursement will be provided for the cost of a rental vehicle for business purposes if such use is approved by the appointing authority. Rental vehicles are covered for liability and vehicle physical damage under the County's self-insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchases additional insurance or signs a Collision Damage

Waiver (CDW) when renting a vehicle for County business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

(d) Travel Via Air

When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges.

Section 7 – Meals and Lodging

- (a) Meal and lodging expenses shall not be allowed without prior approval of the appointing authority or designee as necessary for the purpose of conducting County business. Excess charges greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Los Angeles and San Diego). Original receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provided below for all meal expenses claimed.
- (b) The allowance for lodging is seventy-five dollars (\$75.00) plus tax, per night, single, with receipt.
- (c) Compensation for meal expenses **may shall** be provided as follows: **(The County accepts SEIU's proposal to change "may" to "shall", which is highlighted in yellow above.)**
- (1) Option 1 – With receipts, an employee **may shall** be reimbursed for meal expenses up to \$50.00 per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, eleven dollars (\$11.00) for breakfast; fifteen dollars (\$15.00) for lunch; and twenty-four dollars (\$24.00) for dinner, all including tax and gratuity. **(The County accepts SEIU's proposal to change "may" to "shall", which is highlighted in yellow above.)**
- (2) Option 2 – Without receipts, an employee **shall may** be reimbursed for meal expenses up to \$34.00 per day, including tax and gratuity, for three (3) meals, or when separate meals are claimed, six dollars (\$6.00) for breakfast, nine dollars (\$9.00) for lunch, and nineteen (\$19.00) for dinner, all including tax and gratuity. **(The County accepts SEIU's proposal to change "may" to "shall", which is highlighted in yellow above.)**
- (3) All meals for a single day must be claimed under either Option 1 or Option 2 **at the employee's discretion**. **(The County accepts SEIU's proposed changes to part "3", which is highlighted in yellow above.)**
- (d) Meal allowances for a business meeting/conference including meals are the actual cost.
- (e) The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, the County shall make every effort to provide meals.

Section 8 – Expense Advances

Advancement of funds for business expenses can be obtained from the Auditor-Controller/Treasurer/Tax Collector's Office through submission of the appropriate form. Advancements shall not exceed the maximum per diem amounts set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00). Upon return from travel, the employee must submit an expense reimbursement form and all receipts documenting expenses incurred. If the employee does not submit this accounting within fifteen (15) calendar days of return from travel, or prior to termination of County employment, the Auditor-Controller/Treasurer/Tax Collector's Office may recover the amount advanced from the employee's pay.

Section 9 – County Credit/Debit Cards

The appointing authority may issue a County credit or debit card to an employee and require business expenses be paid for with said card. Further, the County may require that meal and lodging expenses be

limited to the maximum amounts listed in Section 7, paragraphs (b) and (c) above. If unauthorized charges are placed on the card, the employee shall be required to reimburse the County. If the employee fails to reimburse the County within fifteen (15) calendar days or prior to separation from County service, the Auditor-Controller/Treasurer/Tax Collector's Office may recover any unauthorized charges from the employee's pay.

Date Agreed: 6/17/16

County
Bob W...

SEIU Local 721
[Signature]

EXTRA-HELP EMPLOYMENT

ALL UNITS

~~An extra-help appointment shall mean an appointment which is intended to be on less than a year-round basis, including, but not limited to the following: to cover seasonal peak workloads; emergency extra workloads of limited duration; necessary vacation, holiday or sick leave relief; temporary extra help to cover workloads pending establishment and/or hiring into vacant positions; and other situations involving a fluctuating staff. At the end of 2,080 service hours the appointment shall be terminated unless the appointing authority receives approval from the Director of Human Resources or designee to continue the appointment.~~

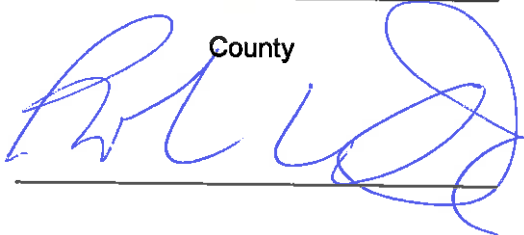
~~Extra-help employees shall be compensated on an hourly basis only for hours actually worked unless otherwise provided for in this Agreement or required by law. Extra-help employees shall be eligible for step advancement based upon completed service hours and satisfactory service in accordance with the Article "Salary Rates and Step Advancements."~~

~~Under unusual circumstances and with the approval of the appropriate appointing authority(ies) and the Director of Human Resources, an employee in a regular position may choose to work in an extra-help capacity for the same or another appointing authority and be compensated as such pursuant to this Article.~~

~~Extra-help employees shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Said employees shall contribute 5% of the employee's biweekly gross earnings, and the County shall contribute 2.5% of employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from employee's earnings. Maximum total contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by the Human Resources Division Chief, Employee Benefits & Services. This paragraph shall not apply to any employee who is otherwise covered by the County Retirement System.~~

The County shall provide the [Union Association](#), upon its request, a report each quarter of the department, employee name and total hours worked during the year of employees working in an extra-help capacity in [SEIUBPEA](#)-represented classifications.

Date Agreed: 10/1/15

County


SEIU Local 721



SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Professional Bargaining Unit

11-19-15

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal

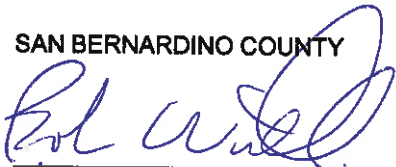
FITNESS FOR DUTY

ALL UNITS

The parties agree that physical and mental fitness of County employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement the County, with clearly articulated reasons ~~reasonable cause~~, may require medical and psychological assessments of employees provided the County pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals. Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law.

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY



Bob Windle - Chief Negotiator

Date _____

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721



Eloy Alvarez - Chief Negotiator

11-19-15
Date

Bargaining Committee

Date

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Professional Bargaining Unit

12-16-15

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal

FULL UNDERSTANDING, MODIFICATION AND WAIVER

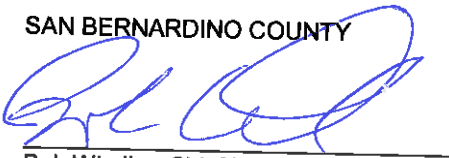
ALL UNITS

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration therefore constitute the complete and total contract between the County and ~~SBPEA SEIU Local 721~~ SEIU with respect to wages, hours, and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Therefore the County and ~~SBPEA SEIU Local 721~~ SEIU for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement. ~~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 Article shall not act as a waiver of any reserved or customary management rights or act as a waiver of SEIU's right to bargain the impact of the County's exercise of its exclusive management's rights if legally required to do so. The County's failure to exercise any reserved and/or customary management rights reserved to it or the exercise of any such reserved and/or customary management right in a particular manner, shall not be considered a waiver of the County's ability to exercise such reserved and/or customary management rights or preclude the County from exercising the same in some other manner. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of such terms or conditions.~~

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY



Bob Windle - Chief Negotiator

12/16/15
Date

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721



Eloy Alvarez - Chief Negotiator

12/16/15
Date


Bargaining Committee

12/16/15
Date

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Professional Bargaining Unit

6-17-16

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GRIEVANCE/ARBITRATION PROCEDURE

Section 1 – Purpose

The County and SEIUBPEA fully realize the importance of a viable Grievance Procedure to aid in the resolution of disputes among employees, supervisors, and management. It is recognized that conditions may arise which can create employee dissatisfaction, and that to maintain high employee morale and harmonious relations, an orderly method of processing grievances is necessary. This Grievance Procedure is intended to establish a systematic means for obtaining answers and decisions regarding employee complaints. This procedure is not intended to be used to effect changes in the terms of this Agreement or those matters not covered by this Agreement. The Board of Supervisors and SBPEASEIU have pledged that their representatives at all levels will extend active, aggressive and continuing efforts to secure prompt disposition of grievances. The initiation of a grievance in good faith by an employee shall not cause any adverse reflection on the employee's standing with immediate supervisors or loyalty as a County employee. **(With the exception for the minor updates in grey above, the County accepts SEIU's proposed Section 1.)**

Section 2 – Definition of a Grievance

A grievance is a disagreement between County management and an employee, group of employees, or SBPEASEIU concerning the interpretation, application, or violation of a specific Article(s) of this Agreement. SBPEASEIU may not independently submit or process a formal grievance, unless it alleges that at least one (1) employee within the Unit has suffered detriment as a result of the aggrieved contract provision. **(With the exception of SEIU's proposed reference to terms and conditions of employment in the first sentence, the County accepts SEIU's proposed Section 2.)**

Section 3 – Jurisdiction

The Director of Human Resources or designee shall have the sole authority within the County structure to provide the official management interpretation or application to any and all provisions of this Agreement. The arbitrator has the final authority within the County structure to adjudicate all grievances, as defined or otherwise provided herein. The arbitrator holds no jurisdiction over a grievance where the remedy has been granted. **(The County accepts SEIU's proposed Section 3.)**

Section 4 – Exclusions

Any dispute which may arise between parties involving the application, meaning, or interpretation of the Personnel Rules shall be settled by the Civil Service Commission in accordance with the appropriate appeal procedure established in the Personnel Rules except as modified by the parties in this Agreement via Section 11 of this Article. All matters are excluded from this procedure which deal with the ~~"Non-Discrimination" Article; "County Management Rights" Article; Full Understanding Modification and Waiver Article; Hour of Work Article; ; Temporary Performance of Higher Level Duties Article; Work Disruption Article; the project compensation provisions of the "Temporary Performance of Higher Level Duties" Article;~~ federal or state statutes, rules or regulations; or County Charter.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Professional Bargaining Unit

6-17-16

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The appeal processes ~~that include the Classification Review Board, for which~~ the Civil Service Commission has jurisdiction, and the Memoranda of Understanding grievance/~~arbitration procedure~~ adjudicatory process are mutually exclusive remedy bodies. Accordingly, there shall be no double or multiple requests or appeals for a same case/same set of circumstances where a grievance has already been filed. ~~one adjudicatory body has rendered a decision on the same. Decision is to be interpreted as excluding a situation where an adjudicatory body has determined it has no jurisdiction in the matter. If any of the provisions of the Personnel Rules are in conflict with the provisions of this Agreement, this Agreement shall be controlling.~~

~~Except as otherwise provided by this Agreement or state or federal statute, this Grievance Procedure shall be the sole and exclusive procedure for seeking recourse for any grievance, as defined in Section 2 of this Article.~~

Section 5 – Representation

Aggrieved employee(s) may represent themselves, or may be represented by an authorized SBPEASEIU employee representative, or by a SBPEASEIU Labor Relations Representative. This representation may commence at any step in the Grievance Procedure. A representative of Human Resources may be in attendance at any step in the Grievance Procedure. The County agrees within reasonable limits to compensate the aggrieved employee(s) for time spent during their regularly scheduled hours in the handling of real and prospective grievances. **(With the exception of deleting the term “reasonable limits” in the last sentence, the County accepts SEIU’s proposed Section 5.)**

Service Employees International Union, CTW, CLC, Local 721 shall be the sole, exclusive and fair representative of all County employees represented by the Union in this Agreement and in all adjudicatory proceedings between the County and represented employees. SEIU shall have the sole responsibility as to which matters are adjudicated on behalf of those represented employees and the cost of the same for employees not members of SEIU. The only exception to the sole, exclusive and fair representation by SEIU is the instance of disciplinary action and its proceedings which are governed by Rule 10 and Rule 11 of the Personnel Rules where such representation must be declined in writing by the employee(s) and where the employee may represent himself or herself as well as utilize external representation. Said written employee request for self-representation shall be submitted to both the County and SEIU. The employee shall sign a waiver and release to be provided by SEIU if the employee elects to exercise his/her right of self-representation.

Section 6 – Consolidation of Grievances

In order to avoid the necessity of processing numerous similar grievances at one time, similar grievances shall be consolidated whenever possible. **(The County accepts SEIU’s proposed Section 6.)**

Section 7 – Time Limitations and Notification

Time limitations are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties. If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. For purposes of this Grievance Procedure, notification to a party may be given either personally, by U.S. mail, telephonically, by facsimile, or via E-mail. **(With the exception of deleting “personally” and “telephonically” in the last sentence, the County accepts SEIU’s proposed Section 7 paragraph 1.)**

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Professional Bargaining Unit

6-17-16

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The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified. A grievance may be entertained or advanced to any step beyond Step 2, Employee Relations Division, if the parties jointly so agree. A copy (e.g., electronic copy, etc.) of such agreements ~~bearing the signature of the parties~~ shall be submitted to with the Employee Relations Division of Human Resources.

When notice is mailed to an employee, it shall be sent to the employee's current address of record. For the purpose of this procedure, notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service, unless the party can establish that notice was not actually received as a result of circumstances beyond the party's control. **(The County accepts SEIU's proposed Section 7 paragraph 3.)**

Section 8 – Steps in the Grievance Procedure

The procedures outlined herein constitute the steps necessary to resolve an employee's grievance. The attempt of settlement of grievances filed on behalf of an individual employee(s) at the employee-supervisor level is required. However, with mutual written agreement of the parties steps in the grievance procedure can be bypassed. The grievance must be submitted in writing to the Employee Relations Division at Step 2 within fifteen (15) working days after the employee is aware, or reasonably should have become aware, of the conditions precipitating the grievance.

Step 1 – Immediate Supervisor. Initially the employee having a grievance shall on a personal face-to-face basis discuss the complaint with the immediate supervisor. At this step, it is the responsibility of the employee to inform the supervisor that he/she is initiating the grievance process. Within three (3) working days the immediate supervisor shall give the decision to the employee in in writing orally. ~~The grievant may elect~~ shall automatically proceed to advance the grievance to the next step if the immediate supervisor does not respond within the time limits specified.

Step 2 – Employee Relations Division. If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing on appropriate forms supplied by the Employee Relations Division which shall provide a detailed statement of the grievance, including dates, names, and places, applicable Agreement articles, and the specific remedy or action requested. The written grievance shall be filed ~~in duplicate~~ with the Employee Relations Division within five (5) working days of oral notification of the immediate supervisor's decision. The Employee Relations Division shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate ~~after consultation with SBPEA.~~ In making such determination, the Employee Relations Division shall determine if: (1) the grievance has been filed in a timely manner; (2) the initial step has been followed; ~~and,~~ (3) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misinterpreted, misapplied, or violated; and (4) The matter complained of in the grievance is covered by a specific provision of the MOU. The determination and notification to the grievant and ~~SBPEA~~ SEIU will be made within five (5) working days of receipt of the grievance. ~~SEIU Any-affected party~~ may appeal this determination directly to an arbitrator in accordance with the provisions of this procedure within five (5) working days following notification by the Employee Relations Division and the sole issue before the Arbitrator shall be to determine the grievability of the grievance.

If objection is made to the procedural and/or substantive grievability of a grievance at this step or any other step of the grievance procedure, the parties may mutually agree to continue processing the grievance on the merits. However, it is expressly agreed that such objections to the procedural and/or substantive

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grievability of a grievance are preserved in any arbitration hearing and that no waiver will result from the subsequent processing and discussion of the grievance on the merits.

Step 3 – Division Level. If the grievance is accepted, or the parties agree to hold in abeyance any objections to the procedural and/or substantive grievability of the grievance, the grievant shall submit the written grievance to the division level within five (5) working days of notification of the Employee Relations Division's determination. The Division/Section Head shall meet with the grievant and thoroughly discuss the grievance. The Division/Section Head shall submit a written response to the grievant within ~~five (5)~~ ten (10) working days of meeting with the grievant ~~receipt of the formal grievance from the employee.~~

Step 4 – Employee Relations Division. If a mutually acceptable solution has not been reached, SEIU or the grievant shall submit the written grievance to the Employee Relations Division within five (5) working days of the receipt of written response of the Division/Section Head.

Following a review of the grievance with the appointing authority, the Director of Human Resources or designee shall have full and final authority on behalf of the County to mutually resolve the grievance with the employee/employee's representative within ten (10) working days of receipt of meeting with the grievant ~~the written grievance of the employee.~~ Such notification shall be rendered in writing to the grievant, SBPEA ~~SEIU~~ and the appointing authority.

Step 5 – Pre-Arbitration Process. If ~~at~~ the grievance has not been satisfactorily resolved at Step 4 ~~by the County and the grievant,~~ a written appeal to arbitration must be filed ~~concurrently~~ with the Employee Relations Division ~~by~~ and SBPEA ~~SEIU~~ within ~~ten~~ five (10) working days of notification of the decision by the Director of Human Resources or designee. Individual employees may not advance a grievance to arbitration. At the same time and upon mutual agreement of the parties, the grievance may advance to mediation in accordance with Section 10 of this Article, while concurrently seeking an arbitrator. The appeal must be presented on the aforementioned grievance form along with a copy of any pertinent documents.

Grievances shall only be advanced to arbitration ~~by with the agreement of SEIU~~ SBPEA. The cost for hearing all grievances advanced to arbitration shall be split equally between the County Department of the grievant and SEIU ~~SBPEA~~, including any cancellation fee if both parties are mutually responsible, otherwise the party responsible shall pay the entire cancellation fee.

Pre-arbitration conferences are to be mandatory and no grievances shall be forwarded to the arbitration process without the same. Within twenty (20) working days of the approval to advance a grievance to arbitration, both parties are required to meet in such conference with the goal of resolving mutually identified grievance issues, and if resolution is not attained, striking for arbitrators. However, within the twenty (20) working day period of the approval to advance a grievance to arbitration, either party may request an extension of up to an additional twenty (20) days, for up to a total of forty (40) working days from the approval to advance a grievance to arbitration, to hold the Pre-arbitration conference. ~~If resolution is not attained,~~

No less than twenty (20) days prior to the commencement of the first scheduled day of arbitration both parties shall meet to ~~are obligated at that time to~~ jointly or individually declare stipulations, identify witnesses and exchange exhibits that will be carried forward to the arbitration process, the intent being full disclosure by both sides prior to the arbitration process.

Step 6 – Arbitration

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At the discretion of SEIU, grievances that occur during the term of this agreement that are not resolved at a prior step in the process can proceed to arbitration. The Employee Relations Division and ~~the employee or the SEIU/BPEA employee representative~~ shall select an arbitrator by mutual agreement from a mutually establish list of seven (7) arbitrators. ~~Where mutual agreement cannot be reached, the parties shall request a list of arbitrators from the State Mediation and Conciliation Service, and mutually select an arbitrator within ten (10) working days of receipt of said list.~~ Where mutual agreement cannot be made, the arbitrator shall be determined following a striking process. The determination as to which party strikes first shall be based on a coin flip. If the last remaining person on the list is not available, the previously stricken person(s) shall be contacted in reverse order until one is available. The parties shall contact the arbitrator to establish a hearing date acceptable to both parties.

- (a) In reaching a decision and award the arbitrator shall limit himself to the allegations contained in the grievance presented in relation to the express provisions of the agreement alleged to have been violated. Further, the arbitrator shall have no authority to amend, change, add to, subtract from, or ignore any provisions of this Agreement. Lastly the arbitrator shall not substitute his judgment for that of the County on matters pertaining to the exercise of managerial discretion except where it can be shown by the grievant/SEIU/BPEA that the County abused its discretion.
- (b) The decision of the arbitrator will be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing. This decision may require an appointing authority or a subordinate to cease and desist from the action, which is the subject of the grievance. The arbitrator may also require the appointing authority to take whatever action is necessary, within the control of the appointing authority, to remedy the grievance or take other action to relieve the loss, if any, to the employee. Under no conditions can the arbitrator order relief that exceeds the relief requested by the grievant and shall be limited to making the grievant whole. In the event the arbitrator determines that monetary relief is an appropriate remedy, he/she shall limit any retroactive award, including interest, to a date that is no earlier than fifteen (15) working days from the date the grievance was filed.
- (c) The arbitrator's decision shall be transmitted to the Employee Relations Division and SEIU/BPEA with a copy to the grievant.
- (d) All settlement discussions that occur during the course of the grievance procedures shall be treated as confidential and no publicity will be given ~~until the final resolution of the grievance.~~

(The County accepts SEIU's proposal to increase the amount to \$10,000.)

- (e) The decision by the arbitrator shall be final and binding on all parties unless there is a financial impact of greater than ~~ten~~ two thousand ~~five hundred~~ dollars (\$~~10,000~~2,500), in which case it shall be subject to approval of the Board of Supervisors. ~~However, in the event an employee is not represented by SBPEA, the decision of the arbitrator shall apply only in the appeal and may not be cited as precedent by either the County or SBPEA in subsequent arbitration proceedings.~~
- (f) For a grievance decision with a financial impact of greater than ~~ten~~ two thousand ~~five hundred~~ dollars (\$~~10,000~~2,500), the Employee Relations Division will submit the grievance decision to the next practicable meeting of the Board of Supervisors. If the Board of Supervisors fails to act within thirty (30) days following receipt of formal notice of the decision of the arbitrator, it shall become final and binding. A copy of the decision shall be filed with the Employee Relations Division of Human Resources, SEIU/BPEA and the grievant.

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Section 9 – Unfair Labor Practices/Unit Changes

~~For matters alleging an unfair labor practice, the parties shall meet in order to attempt to resolve the matter prior to filing with the California Public Employment Relations Board.~~

Unfair labor practice charges ~~as well as unit modification and unit determination disputes~~ shall be adjudicated by the California Public Employment Relations Board.

Section 10 – Mediation (With the exception of SEIU's proposal to delete the phrase personnel rules in (g)(1), the County accepts SEIU's proposed Section 10.)

Prior to Step 5 – Pre-Arbitration. The parties (Director of Human Resources or designee and SBPEASEIU) may by mutual agreement utilize mediation for grievances filed under the provisions of this Agreement. Additionally, prior to the Prehearing Conference provided for by the Personnel Rules, the parties (Director of Human Resources or designee and SBPEASEIU) may by mutual agreement utilize mediation for disciplinary appeals accepted for hearing under the Personnel Rules by the Civil Service Commission. The mediation process described in this Section may be invoked only by the two parties identified herein and is expressly an exception to the language contained in Section 5 of this Article.

The parameters of the mediation process, where mutual resolution of the grievance or disciplinary appeal is sought, are as follows:

- (a) The parties (Director of Human Resources or designee and SBPEASEIU) shall exchange in writing the agreement to refer a specific grievance or disciplinary appeal to mediation.
- (b) The grievant/appellant shall have the right to be present, represented by SBPEASEIU as the sole, exclusive bargaining agent.
- (c) The grievant/appellant shall have SBPEASEIU as the singular spokesperson and the County a representative from the Human Resources Employee Relations Division, with neither side allowed the presence of an attorney.
- (d) Any written material submitted to the mediator shall be returned to the party providing the material at the conclusion of the mediation meeting.
- (e) The mediation process shall be as follows:
 - (1) The mediation meeting shall be an informal process, limited to a one (1) hour presentation for each side, not restricted to the rules of evidence, no retention of a proceedings record.
 - (2) The mediator will meet jointly with the parties and separately, if necessary.
 - (3) The mediator has no authority to compel resolution of the matter mediated.
 - (4) The oral advisory opinion of the mediator shall be given at the conclusion of the meeting and the parties may opt to agree in writing to the opinion, reject the same mutually or singularly and proceed to the next step of the usual process, or remove the matter from the process by mutual agreement.

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- (5) The advisory opinion accepted in writing by the two parties does not constitute a precedent and is not admissible as evidence in any future process governed by this Agreement or Personnel Rules.
- (f) Where possible the parties shall utilize the mediation services provided by the California State Mediation and Conciliation Service. In the event that the mediation process would result in fees for service rendered by the State or by use of a private hearing officer, such costs shall be equally divided between the employee's department and ~~SBPEASEIU~~.
- (g) The post-mediation process is restricted by the following:
- (1) No person serving in the capacity as a mediator may serve as the hearing officer/arbitrator for the same case should the same be forwarded to arbitration or a Personnel Rules disciplinary hearing.
- (2) No reference to a matter mediated may be utilized in a subsequent arbitration or hearing unless stated in writing at a step prior to the mediation. The penalty for violation of this understanding shall be forfeiture of the hearing or appeal by the party violating the same.
- (h) This procedure may be modified by mutual agreement of both parties.

Section 11 – Disciplinary Hearings (The County accepts SEIU's proposed Section 11, and also proposes to update the Personnel Rules section and the definition of major discipline, which are highlighted in grey below.)

The parties agree that in the cases of "major discipline" (as defined in this Section) brought against an employee or employees represented by ~~SBPEASEIU~~, the costs for disciplinary hearing to be conducted by a hearing officer per Section ~~8X~~ of the Personnel Rules shall be shared equally between the County Department of the appellant(s) and ~~SBPEASEIU~~ when the appellant is represented by ~~SBPEASEIU~~. Upon mutual agreement of the parties, a case involving major discipline may be heard by the Civil Service Commission.

For the purposes of this Section, "major discipline" includes termination, demotion, ~~or~~ suspension of 30 or more calendar days, reduction in step equivalent in lost pay to a suspension of thirty (30) or more calendar days, or deduction of accrued leave equivalent to twenty (20) or more working days. For all other disciplinary cases, either party may request the use of a hearing officer with costs to be shared equally. If only one party elects the use of a hearing officer, the party requesting the hearing officer will pay all hearing costs. For all disciplinary cases heard by a hearing officer, the parties shall jointly select a hearing officer from the list of hearing officers approved by the Civil Service Commission and utilize the striking process when a mutual selection of a hearing officer cannot be reached.

The Civil Service Commission shall either accept or reject the hearing officer's findings and recommendations in its entirety within thirty (30) days of receipt by the Commission. The only basis the Civil Service Commission can use to reject the hearing officer's decision in its entirety, is for one or more of the following reasons:

- (a) The recommendation was procured by corruption, fraud, or other undue means.
- (b) There was corruption in the hearing officer.
- (c) The rights of a party were substantially prejudiced by the misconduct of the neutral hearing officer.

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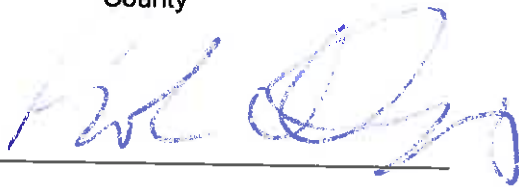
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- (d) The hearing officer exceeded his/her powers on the matter submitted.
- (e) The rights of a party were substantially prejudiced by the refusal of the hearing officer to postpone the hearing upon sufficient cause being shown therefore, or by the refusal of the hearing officer to properly include or exclude evidence material to the controversy.

Should such be the case, the Commission must state in writing specific reason(s) for the decision (a, b, c, d or e) and subsequently conduct and complete a full and fair evidentiary hearing on the disciplinary appeal within thirty (30) days of rejecting the hearing officer's findings and recommendations unless the hearing cannot for good cause be completed within thirty (30) days.

Date Agreed: 6/17/16

County



SEIU Local 721



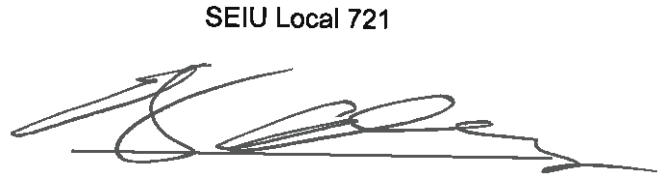
HOURS OF WORK

The appointing authority shall establish work schedules, including determining the number of hours that comprises a scheduled shift and the number of hours in a pay period, for each position. The appointing authority may modify or change work schedules and the number of hours in a shift to meet the needs of service upon reasonable notice to the employee. Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the appointing authority, and such hours may be varied so long as the work requirements and efficient operations of the County are assured. Employees shall be present at the assigned work location and ready to begin work at the start of their shift. Employees may request established alternate work schedules (i.e., 9/80, 4/10). The County shall not arbitrarily/unreasonably deny requests for alternate work schedules.

For payroll purposes, a regularly scheduled shift, which commences before midnight and ends the following day (i.e., after midnight) shall be reported as time worked for the day in which the shift began. Assigned schedules (e.g., evening and night shift) shall be made at the discretion of the appointing authority.

Date Agreed: 10/15/15

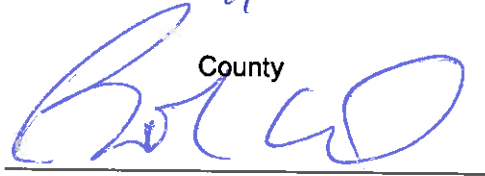
County



SEIU Local 721


IMPLEMENTATION

Any changes to this Memorandum of Understanding, which do not have specific effective dates, become effective on the date of Board of Supervisors approval. Any economic changes to this Memorandum of Understanding, which do not have specific effective dates, become effective the beginning of the pay period following Board of Supervisors approval.

Date Agreed: 9/24/15


County

SEIU Local 721


PROFESSIONAL UNIT
County 10/28/15

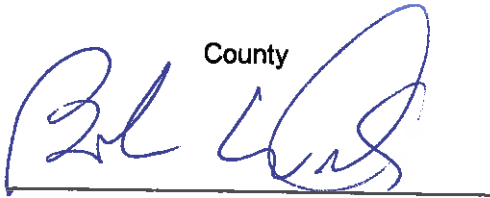
JOB SHARING AND PART-TIME EMPLOYMENT

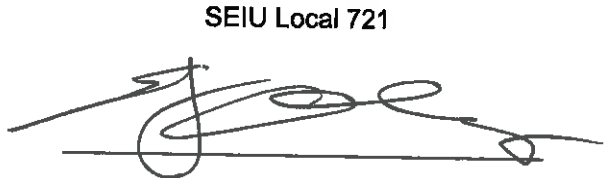
At the discretion of the appointing authority, an employee may be allowed to job share or to work on a part-time basis in a regular position. Job share is defined as two employees sharing one regular position. Part-time employment is defined as an employee working in a regular position that is scheduled for less than eighty (80) hours per pay period.

All fringe benefits for job sharing and part-time employees shall be pro-rated on regularly scheduled hours except as may otherwise be provided in a specific article. For example, an employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave.

An appointing authority may discontinue part-time or job share status with a written notice at least two (2) pay periods prior to the effective date of the change.

Date Agreed: 10/28/15

County


SEIU Local 721


NOTE: The County accepts SEIU's September 24, 2015, Job Sharing and Part-Time Employment proposal.

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LAYOFF

~~ALL UNITS~~

Section 1 - General Provisions

Definition - A layoff is the involuntary separation or reduction of a regular employee to a position in a lower classification without fault of the employee. Layoff applies only to regular positions. A layoff occurs only when there is a surplus of employees, a position is to be deleted from the authorized table of organization, or when funds are withdrawn from a previously funded position.

Section 2 – Notification

Whenever an appointing authority believes that a layoff will be necessary, the appointing authority shall submit a layoff plan to the Director of Human Resources for approval. The layoff plan shall include the anticipated number, classification, and position number of employees to be laid off and seniority list by classification of all affected employees. ~~The San Bernardino Public Employees Association~~ SEIU shall be provided with a copy of the layoff plan immediately upon approval by the Director of Human Resources. Once such a plan is approved, and an affected employee receives formal notification providing options of alternate positions, if applicable, the employee shall be entitled to two (2) work days to return decision to the appointing authority or designee. Employees shall receive ten (10) working days notification prior to layoff.

Section 3 - Order of Layoff

Layoffs shall be made by classification within a non-group department/group the latter being defined as a group of departments headed by a single Assistant County Administrator.

- (a) Layoffs among regular employees shall be made on the basis of seniority determined by the employee's current beginning (hire) date of continuous service in a regular position with the County. In the event of a tie in total time of continuous County service between two (2) or more employees, the order of layoff shall be determined at the discretion of the appointing authority.
- (b) Before any reduction in the work force of regular employees occurs, all extra-help, recurrent, provisional, probationary, unclassified or other individuals without regular status in the affected classifications within the affected non-group department/group shall be terminated. For purposes of layoff, trainees and most recently hired dual appointments shall be treated the same as probationary employees. Employee status will be determined as of the date the layoff plan is approved by the Director of Human Resources.
- (c) Probationary employees and employees assigned to a vacant higher level position, pursuant to the Temporary Performance of Higher Level Duties Article, who have regular status in another classification, shall be returned to their former classification where they will be

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subject to layoff under provisions applicable to other employees in that classification. Underfills shall have layoff rights in the underfill classification.

- (d) When a classification has a dual concept or multiple options including extended range, the Director of Human Resources may authorize layoffs by specialty or option within the classification.
- (e) Regular employees whose positions have been deleted shall be allowed to exercise their options, based on seniority, to select either a vacant position or to bump into any one of the filled junior positions within their current classification. Filled junior positions will be defined as the number of filled positions within the affected classification equal to the number of positions identified for deletion within that classification in the approved layoff plan, but not less than 20, if they exist. An employee who elects not to bump into any position within the collective group of vacant and filled junior positions, thereby retaining his/her existing classification, shall be provided the opportunity to select from those options identified in (i) of this Article.
- (f) If a regular employee whose position is to be deleted does not have sufficient seniority to bump another employee in their current classification within the non-group department/group and has previously held regular status in a lower classification, reduction in classification (bumping) within the affected non-group department/group shall be approved. Reductions in classification shall first be made to the next lower classification in which the employee has regular status. For purposes of bumping, the number of positions filled by the least senior employees in the affected classification(s) equal to the number of employees bumping into the classification shall be identified. Additionally, all vacant positions in the affected classification shall be made available to the affected employees. This collective group of positions shall then be subject to the bumping process.
- (g) In the event a junior employee is bumped pursuant to (e) or (f) above, the junior employee being bumped will be separated or reduced in classification. If the classification to which an eligible employee is first considered for reduction is not authorized in the non-group department/group, or if the employee does not have seniority in that classification, reduction shall then be made to the next lower classification in which the employee has regular status. This procedure shall continue until all reductions in classification and the ultimate separations are completed.
- (h) Employees in unclassified positions do not have a right to bump employees in classified positions. A classified employee may refuse to bump into an unclassified position without waiving the right to bump a more junior employee in the same or lower classification.
- (i) If bumping results in an assignment which the employee considers to be undesirable, such employee may request:
 - 1) A voluntary demotion to a vacant position.
 - 2) A leave of absence without right to return to work, but placement on an eligible list.

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3) (3) To voluntarily resign..

Options (1) and (2) require the approval of the Director of Human Resources or designee.

Section 4 - Exception to Order of Layoff

Whenever an appointing authority believes that the best interest of the service requires the retention of an employee with special qualifications, characteristics, and fitness for the work, the appointing authority may request that such employee be exempted from the bumping procedures. Such requests must be in writing and approved by the Director of Human Resources. If approved, ~~SBPEA~~ shall be immediately provided with a copy of the request.

SEIU

Section 5 - Employee's Rights While on Layoff

- (a) During the first two (2) years following a layoff, laid-off regular employees or an employee who is reduced in classification as a result of a layoff shall be assured the right of an interview for vacant positions for which they meet certification requirements prior to final selection and appointment to said vacant positions within their previous non-group department/group in the same classification to the one in which the employee has previously held regular status.
- (b) Any regular employee who is laid-off or reduced in classification as a result of a layoff may request that their name be placed on appropriate eligible lists for a period of two (2) years by submitting such a request and an application to the Director of Human Resources for determination of eligibility. Approval of such requests only entails placement on the list and does not guarantee employment or carry any bumping privileges. Placement on the eligible list shall be made pursuant to the provisions for requalification contained in the Personnel Rules.

Section 6 - List Placement and Training

Pursuant to Rule V, Section 3 of the Personnel Rules, the County will make every effort to place laid-off employees, or employees reduced in classification as a result of layoff, on current eligible lists, either related or non-related to their former classification, for which the salary is equivalent or lower and for which they meet the minimum qualifications. When departments hire layoff affected employees for positions non-related to their former job classifications, the department will be encouraged to consider the probationary period for training purposes in the non-related field.

Section 7 - Reemployment from Layoff

A regular employee who has been laid off from County employment and is subsequently rehired to a regular position shall be reemployed in the same manner as described in the Reemployment Article in this Agreement.

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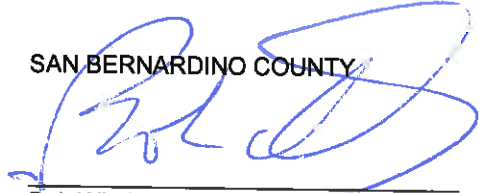
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TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY



Bob Windle - Chief Negotiator

Date

6/13/16

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721



Eloy Alvarez - Chief Negotiator

Date

6/13/16

TA

LEAVE PROVISIONS

PROFESSIONAL UNIT

~~Employees in all classifications in this Unit, except Social Service Practitioner, shall apply available paid leave time whenever a leave of absence is approved. However, employees who are on an approved leave of absence for less than one (1) full day, who do not have sufficient leave time available to cover the absence, shall be paid the full salary for their regular work day.~~

Unless otherwise provided in this Leave Provisions article, employees shall not be eligible to code paid leave during hours the employee is not scheduled to work (e.g., it is the employee's normal day off, the employee is off work pursuant to an FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.).

Section 1 – Sick Leave

(a) Definitions

- (1) Sick Leave – Sick leave with pay is an insurance or protection provided by the County to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for a medical, optical, or dental appointment, for certain purposes related to being a victim of domestic violence, sexual assault, or stalking, or other purpose authorized herein.
 - (2) Immediate Family Member – ~~Immediate Family Member~~ is defined by Labor Code section 245.5 as a parent, child, or spouse, as defined by California Labor Code Section 233, or registered domestic partner, grandparent, grandchild, or sibling as defined by California Family Code Section 297. As defined by California Labor Code Section 233, "cChild" means a biological, foster, or adopted child, a step child, a legal ward, a child of a domestic partner or a child of a person standing in loco parentis. As defined by California Labor Code Section 233, "pParent" means a biological, foster, or adoptive parent, a stepparent, or legal guardian, or a person who stood in loco parentis when the employee was a minor child. Domestic Partner is defined by Family Code section 297.
 - (3) Extended Family – Extended family is defined as a grandchild, grandparent, sibling, parent/sibling-in-law, aunt, uncle, niece, nephew, ward of the court, or any step relations as defined herein.
- (b) Accumulation – Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of eighty-eight (88) hours per year, or 3.39 hours per pay period, except as provided in Section 5 of this Article. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro-rata basis. There shall be no limit on sick leave accumulation.
- (c) Compensation – Approved sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement. The minimum charge against accumulated sick leave shall be fifteen (15) minutes.
- (d) Administration
- (1) Investigation – It shall be the responsibility and duty of each appointing authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Director of Human Resources.
 - (2) Notice of Sickness – In twenty-four (24) hour departments and for employees whose work assignment requires leaving their assigned work site together with one or more other employees shortly after reporting to work (e.g., clinic staff, ~~road crews~~), the appointing authority or designee should be notified

at least two (2) hours prior to the start of the employee's scheduled ~~shift~~^{tour of duty} of a sickness on the first day of absence ~~and must be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty.~~ In other departments, the appointing authority or designee must be notified within one-half (1/2) hour after the start of the employee's scheduled ~~shift~~^{tour of duty} of a sickness on the first day of absence.

It is the responsibility of the employee to keep the appointing authority informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor's off-work order and provides notice of same to the appointing authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the appointing authority that one has been issued, the employee shall be required to contact the department daily in accordance with the applicable timeframe above.

(3) Review/Proof – The ~~Department~~^{Director of Human Resources} may review and determine the justification ~~for~~^{for} any request for sick leave with pay and may, at any time, in the interest of the County, require a medical report or other adequate proof from^{by} a doctor to support a claim for sick leave pay if misuse of sick leave is suspected. Generally, requests for proof of illness will be made only after the second consecutive absence and in compliance with the California Labor Code.

~~(4) Proof – A doctor's certificate or other adequate proof shall be provided by the employee when requested by the appointing authority. All requests for proof of illness shall be made in compliance with the Labor Code and other law.~~

~~(5)~~(4) Improper Use – Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, instances of misrepresentation, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

(e) Sick Leave for Other than Personal Illness/Injury

(1) Family Sick Leave – ~~For all units a~~^A maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon ~~the~~^{the} family members of the employee's ~~immediate family~~ who require the attention of the employee.

Upon approval of the appointing authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who require the attention of the employee.

~~There shall be no limit for Clerical Unit employees' use of sick leave for care upon a member of the employee's immediate or extended family who reside in the employee's home.~~

(2) Bereavement – A maximum of three (3) days earned sick leave may be used per occurrence for bereavement due to the death of a family member or a member of the employee's persons in the immediate or extended family, as defined in Section 1(a) of this Article^{herein}, or any relative who resided with the employee.

(3) Birth/Adoption – A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee ~~(father)~~ may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his/her child.

(4) Medical, Optical or Dental Appointments – The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

(f) Return-to-Work Medical Clearance

- (1) Under the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for a medical evaluation of their condition and authorization to return to work before returning to work.
 - (i) Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.
 - (ii) Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.
 - (iii) Employees who have been absent on account of a serious medical condition, when so directed by their appointing authority, and with concurrence of the San Bernardino County Center for Employee Health and Wellness.
- (2) Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Article.
- (3) It is the responsibility of the employees covered by (1) (i) - (iii) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, the County shall make available forms to be completed by the medical provider. It is the responsibility of the employees to provide verbal notice to their appointing authority immediately upon receipt of their medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The appointing authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work. The employees shall provide their medical provider's written notice of authorization to return to work to the Center for Employee Health and Wellness at or prior to the employee's scheduled appointment time.
- (4) Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.
- (5) The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled shift/tour-of-duty on the day that he/she was released to return to work, the County will pay for work hours missed, without charge to the employee's leave balances.
- (6) The final decision on the employee's ability to return to work rests with the medical provider at the Center for Employee Health and Wellness. In the event the employee is not released to return to work by the medical provider at the Center for Employee Health and Wellness, the employee's status would continue on sick leave or, where there is no balance, leave without pay.

(g) Workers' Compensation

4. Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee. ~~Employeee eligible for salary continuation pursuant to Labor Code 4850 are not entitled to this paid time.~~

~~(1) Employees covered by Section 4850 of the Labor Code who are injured in the line of duty are entitled to full salary in lieu of Workers' Compensation benefits and sick leave for a period not to exceed one (1) year. After the employee has used one (1) full year of such "4850 time," said employee may use accumulated sick leave with pay with the approval of the appointing authority to augment temporary disability payments if said employee is still temporarily disabled by order of an accepted physician under the Workers' Compensation sections or until said employee is retired.~~

(h) Separation – Unused sick leave shall not be payable upon separation of the employee, except as provided in the Retirement Medical Trust Fund Article.

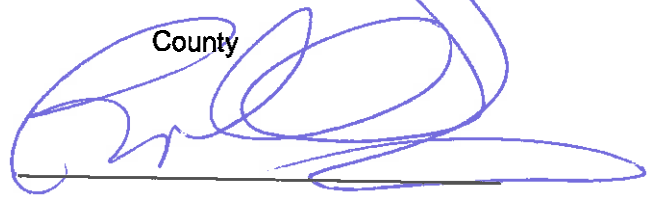
~~(i) Sick Leave Cash Out – Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, computed at their then-current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances.~~

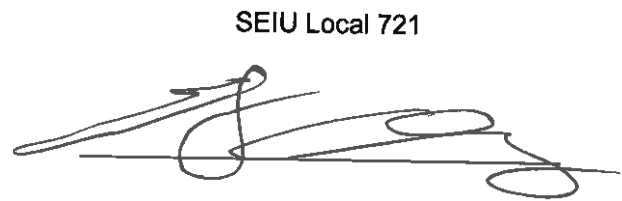
~~(j)(i) Perfect Attendance – Regular full-time employees, who do not utilize any sick leave in a calendar year (i.e., pay periods 1 through pay period 26 consecutively (or 27, when applicable), of the same year), and who do not record any sick leave without pay, Medical Emergency Leave, Military Leave unless required by law, or absent without pay during that calendar year, shall be reimbursed up to a maximum of \$299 for an annual individual (employee only) membership in a Human Resources approved health facility health club membership or utilization of perfect attendance leave. The paid health facility membership shall not exceed the cost of a one (1) year paid membership at the 24-Hour Fitness, Inc. (standard club rate). In lieu of a Human Resources approved health facility membership the reimbursement, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, from the period of time the perfect attendance leave is granted until the end of the calendar year it was granted. Failure to utilize perfect attendance leave by pay period 26 (or 27 when applicable) of the within the calendar year in which it was credited granted or if an to the employee's leave balances or if the employee is appointed to a position in an occupational unit that does not contain a perfect attendance leave provision shall result in forfeiture of the same.~~

~~(k)(i) Sick Leave Conversion Option (except Management Unit) – Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e., pay period 15 through pay period 14 of the following year) may, at the employee's option, convert sick leave to vacation leave by the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave.~~

<u>Sick Leave Hours Used</u>	<u>Hours to be Converted</u>	<u>Vacation</u>
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0.0

Date Agreed: 6/17/16

County 

SEIU Local 721 

LEAVE PROVISIONS

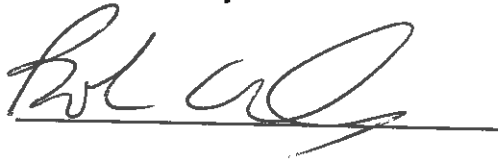
Section 2 – Bereavement Leave

Employees in regular positions may use up to two (2) days paid bereavement leave, not charged to the employee's accrued paid leave balances, per occurrence for bereavement due to the death of persons in the immediate family, or domestic partner as defined by California Family Code Section 297. For the purposes of this Section 2, immediate family is defined in Section 1(a) of this Article.

One (1) additional day shall be granted if the employee travels over one thousand (1,000) miles from his/her residence to the bereavement service(s). This additional day shall not be charged to the employee's personal leave balances.

Date Agreed: 11/4/15

County



SEIU Local 721



NOTE: The County rejects SEIU's proposal to increase the amount of bereavement leave and resubmits its Bereavement Leave proposal seeking to update the section, which is consistent with clean-up made to other County MOUs. Additionally, employees in the Unit already receive equal to the highest amount of bereavement leave in the County (see attached).

LEAVE PROVISIONS

Section 3 – Vacation Leave

- (a) Definition – Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the appointing authority.
- (b) Accumulation – Employees in regular positions shall accrue, on a pro-rata basis, vacation leave for ~~each completed~~ pay period. Except as provided in Section 5 of this Article, employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive vacation leave accumulation on a pro-rata basis; provided, however, that there shall be no prorating of the maximum accumulations.

~~For employees in the ADMINISTRATIVE SERVICES, MANAGEMENT, PROFESSIONAL, SUPERVISORY, AND SUPERVISORY NURSES Units, c~~Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1,600 hours of continuous service from the employee's hire date.

<u>Length of Service From Hire Date</u>	<u>Annual Vacation Allowance</u>	<u>Maximum Allowed Unused Balance</u>
After 1,600 and From Hire Date through 8,320 service hours	80 hours	160 hours
Over 8,320 and through 18,720 service hours	120 hours	240 hours
Over 18,720 service hours	160 hours	320 hours

(c) Administration

- (1) Scheduling – Vacation periods should be taken annually with the approval of the appointing authority at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take vacation leave because of work urgency, the appointing authority will notify the Auditor/~~Controller/Treasurer/Tax Collector's office~~ of the situation and approve a waiver of the maximum allowed unused balance for a period not to exceed one (1) thirteen (13) pay period waiver per calendar year.

Written request for vacation leave shall receive a written response from the appointing authority within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Department Head/~~Group Administrator~~ for an immediate review. In those instances where the direct supervisor is the Department Head/~~Group Administrator~~ the rescission due to work urgency may be appealed to the Director of Human Resources for immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

- (2) Minimum Charge – The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Memorandum of Understanding Agreement.
- (3) Holiday During Vacation – When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
- (4) Vacation Leave and Termination Date – Employees not planning to return to County employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation at the employee's then base rate of pay and shall not be carried on the payroll. Retiring employees may elect to use vacation leave ~~to enhance retirement benefits or to be compensated in a lump sum payment for accrued vacation leave, provided that each pay period the employee charges the number of his/her regularly scheduled hours in their regular scheduled tour of duty.~~

(5) Vacation Cash-Out – ~~On one occasion each calendar year until the expiration of this contract, an employee who had used eighty (80) or more hours of vacation leave during the preceding calendar year may elect to convert up to sixty (60) hours of accrued vacation leave into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back vacation leave, an employee must make an irrevocable election (i.e., pre-designation) during the month of December (beginning in December of 2016), specifying the number of hours to be sold back from the next year's vacation leave accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the vacation leave in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out vacation leave hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the vacation leave accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2016 makes a pre-designation to cash-out 25 hours. The employee accrues 4.61 hours of vacation leave per pay period. At the end of pay period 2 the employee can request to cash-out the 8 hours of vacation leave that she had accrued, but is not yet eligible to cash-out the entire 25 pre-designated hours because the employee has yet to accrue 25 hours of vacation leave. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25 of the calendar year in which the election is effective, the hours will be automatically converted to cash in pay period 26. The vacation leave cash-out shall sunset upon the expiration of the agreement.~~

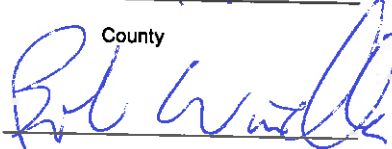
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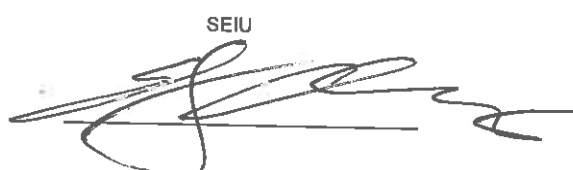
PROFESSIONAL UNIT

(ed) Prior Service – New employees hired into the County in regular positions who have been employed in a public jurisdiction or in a private hospital in a comparable position may receive credit for up to four (4) years (full time equivalent) previous experience in the former agency(s) in determining their vacation accrual rate. Private hospital experience shall only be considered for positions assigned to the Arrowhead Regional Medical Center. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the Director of Human Resources. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one (1) year from the employee's hire date.

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Date Agreed: 6/7/16

County


SEIU


LEAVE PROVISIONS

Section 4 – Holiday Leave

(a) Fixed Holidays – All employees in regular positions shall be entitled to the following holidays:

January 1st	November 11th
Third Monday in January	Thanksgiving Day
Third Monday in February	Day after Thanksgiving
Last Monday in May	December 24th
July 4th	December 25th
First Monday in September	December 31st
Second Monday in October	

(b) Floating Holidays – Employees in regular positions shall be entitled to accrue one floating holiday (eight (8) hours holiday time) during the first pay period prior to the third Monday in January, provided that the employee is not on unpaid leave for the entire pay period and is in a paid status on the payroll.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the appointing authority. Appointing authorities have the right to schedule employees' time off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the employee. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis.

(c) Eligibility for Holiday Pay – Except as provided in Section 5 of this Article, to receive holiday pay for a fixed holiday, each of the following conditions must be met during the pay period in which the fixed holiday fell:

- (1) The employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period in which such fixed holiday fell; and,
- (2) The employee must be paid for at least one-half (1/2) of his/hers/their regularly scheduled hours; and,
- (3) The employee must have been on an approved leave of absence for any unpaid hours; and,
- (4) The employee must have not had any unauthorized leave.

(d) Holiday During Vacation – When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits. As such, the employee shall receive holiday pay for any fixed holiday that falls within a vacation period, provided the employee is eligible for that fixed holiday pay. For example, an employee has approved vacation leave from Tuesday through Thursday and Wednesday is a fixed holiday. Tuesday and Thursday would be coded as vacation leave but Wednesday would be coded as holiday leave.

(e) Holiday Falling on a Scheduled Day Off - Whenever a fixed holiday falls on an employee's regularly scheduled day off the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours

floating holiday time. At the request of the employee, and with approval of the appointing authority, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.

(e)(f) Working on a Holiday – Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall be compensated at straight time accrual, on an hour-for-hour basis, up to a total of eight (8) hours floating holiday time, at the employee's base rate of pay. Such hours shall not be considered as time actually worked. At the request of the employee, and with approval of the appointing authority, straight time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.

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(f)(g) Weekend Holidays – When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

For those County department operations which operate six (6) and seven (7) days per week facilities, fixed holidays which fall on either a Saturday or Sunday shall be observed on those days by employees of those operations scheduled to work.

(h) Holiday Time Accrual

(1) Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.

(2) An employee may code vacation or other appropriate accrued paid leave time on a fixed holiday only under the following circumstances:

i. An employee on an alternate work schedule such as a 9/80 or 4/10 may code accrued vacation hours on a fixed holiday that falls on a workday up to an amount that if combined with his/her fixed holiday accrual would equal the total number of hours the employee would have been scheduled for that day (e.g., an employee on a 4/10 work schedule normally works ten (10) hours on Mondays, when the fixed holiday falls on a Monday the employee codes eight (8) hours of holiday and may code up to two (2) hours of vacation).

ii. An employee in a regular part-time or job share position who does not accrue eight (8) hours of holiday leave due to the employee's reduced work schedule may code accrued vacation leave hours on a fixed holiday that falls on a normal workday up to an amount that if combined with the employee's fixed holiday accrual would equal the total number of hours the employee would have been scheduled for that day (e.g., an employee due to his/her reduced work schedule accrued four (4) hours of holiday, but normally would have worked eight (8) hours on the day in which the holiday occurred, may code four (4) hours of accrued vacation leave in addition to the four (4) hours of holiday.

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Date Agreed: 6/7/16

County

SEIU Local 721

LEAVE PROVISIONS

Section 5 – Leave Accruals While on Disability Leave

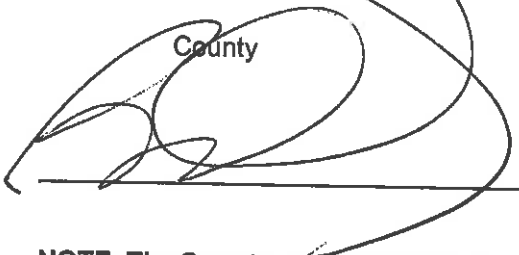
Employees receiving the benefits of Workers' Compensation or short-term disability insurance leave receive partial replacement of their income through these benefits. Employees on these types of disability leaves may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

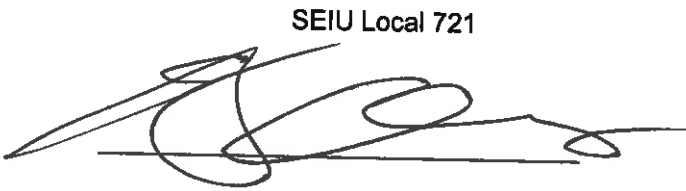
The maximum amount the employee receives from integrating leave time with disability payments shall not exceed 100% of the employee's base salary. Paid personal leave time coded on the employee's Time and Labor Report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount in accordance with the Payroll Adjustments Article. An employee who knowingly receives payment in excess of their regular base salary is required to report it to their Departmental payroll clerk.

Employees who are fully integrating accrued leave time with disability benefits and have at least forty-one (41) hours of any type of leave time accrued as of the prior pay period shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating or employees who have less than forty-one (41) hours of any type of leave time accrued shall earn prorated vacation and sick leave accruals based upon paid leave time coded on the Time and Labor Report only.

Employees who are fully integrating paid leave time with disability benefit(s) will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period, have no unapproved leave for the pay period and have enough leave accrued to equal at least one-half (1/2) of the employee's normal scheduled hours. Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions in Section 4 of this Article.

Date Agreed: 10/28/15

County


SEIU Local 721


NOTE: The County accepts SEIU's September 24, 2015 proposed Leave Accruals While on Disability Leave proposal.

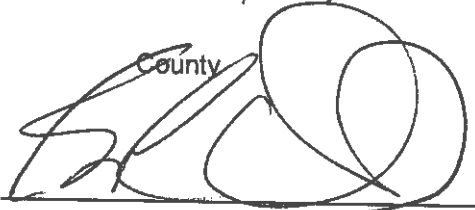
LEAVE PROVISIONS

Section 6 – Compulsory Leave

If, in the opinion of the appointing authority, employees are unable to perform the duties of their position for physical or psychological reasons, they may be removed from duty without pay, unless the employee is permitted to use appropriate accrued paid leave for which he/she is eligible. In addition, such employees may be required to submit to an examination by either a physician or other competent authority designated by the Director of Human Resources or by their own physician or other practitioner, as appropriate. If the examination report of the competent authority (e.g., physician, appropriate practitioner) shows the employee to be in an unfit condition to perform the duties required of the position, the appointing authority shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty. An employee who has been removed from duty for physical or psychological reasons by the appointing authority, and the employee was required to submit to an examination, may not return to duty until such time as medical clearance has been obtained.

Additionally, if an employee is otherwise determined to be ineligible to work for any reason (e.g., fails to maintain required licensure/certification), said employee shall be removed from duty without pay, unless the employee is permitted to use appropriate accrued paid leave for which the employee is eligible. Nothing herein is intended to preclude the employer from taking appropriate administrative action with regard to the employee.

Date Agreed: 11/4/15

County


SEIU Local 721


NOTE: The County rejects SEIU's Compulsory Leave proposal and resubmits its proposed Compulsory Leave section, seeking to update the section consistent with other MOUs. The County's proposed language is consistent with language in other County MOUs (see attached).

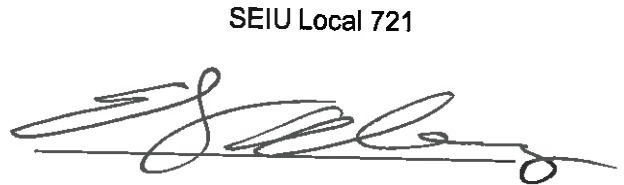
LEAVE PROVISIONS

Section 78 – Political Leave

Any employee who is a declared candidate for public office (i.e., a candidate who has filed the appropriate documents) shall have the right to a leave of absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay contained under section 8 of this Article herein.

Date Agreed: 10/1/15

County



SEIU Local 721


LEAVE PROVISIONS

Section 940 – Jury Duty Leave

Employees in regular positions who are ordered/summoned to serve jury duty including Federal Grand Jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. If an employee is required to report to jury duty during hours the employee is not scheduled to work (e.g., it is the employee's normal day off, the employee is off work pursuant to an FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Jury Duty Leave for those hours. When practicable, the appointing authority will convert an employee's regular ~~shift~~tour-of-duty to a day shift ~~tour-of-duty~~ during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after the employee has completed jury duty and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank." Employees volunteering to serve on a Grand Jury shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 7 of this Article.

Date Agreed: 10/1/15

County


SEIU Local 721


LEAVE PROVISIONS

Section 9 – Special Leaves of Absence Without Pay

(a) General Provisions

A special leave of absence without pay for a period not exceeding one (1) year may be granted to an employee who:

- (1) Is medically incapacitated to perform the duties of the position.
- (2) Desires to engage in a relevant course of study, which will enhance the employee's value to the County.
- (3) Takes a leave of absence pursuant to the federal Family Medical Leave Act, the California Family Rights Act, and/or Pregnancy Disability Leave provisions under the Fair Employment and Housing Act (FEHA).
- (4) For any reason considered appropriate by the appointing authority and the Director of Human Resources.

(b) Types of Leaves of Absence

There are four (4) types of leaves of absences. All requests must be in writing and require the approval of the appointing authority ~~or designee~~ and the Director of Human Resources ~~or designee~~. Upon request, the appointing authority ~~or designee~~ and the Director of Human Resources ~~or designee~~ may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate Article of this Agreement.

(1) Leaves of Absence With Right to Return

Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.

(2) Family Leave

Leaves of absence will be granted in accordance with the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or Pregnancy Disability Leave (PDL) provision under Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the health benefits ~~outlined in the Benefit Plan Article of this Agreement for a period of six (6) pay periods~~ as provided by applicable law. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least thirty (30) days before commencement where possible.

In instances where the leave is for the birth or placement of a child and both parents ~~husband and wife~~ are County employees, both employees are limited to a total of twelve (12) weeks between them.

(3) Leaves of Absence Without Right to Return

- (i) Definition – Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position but not separated from County service. As such, the employee's accrued paid leave, if any, shall not be cashed out to the employee. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

(ii) Return Process – An employee may return to the same department in the classification from which the employee took the leave of absence with the approval of the appointing authority and the Director of Human Resources. Alternatively, the employee may apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions of the Personnel Rules. If the employee does not return to a regular position within ninety (90) calendar days of the expiration of such a leave the employee shall be terminated from County service, unless the approval is granted by the Director of Human Resources to extend such leave. ~~If reemployed, the employee shall be required to serve a new probationary period. The Director of Human Resources or designee has the discretion to waive the requirement to serve a new probationary period.~~

(iii) Benefits Upon Return – An employee who returns to a regular position within ninety (90) days after the expiration of the leave of absence without right to return shall retain hire date ~~and benefit date~~ for purposes of leave accruals and step advances; ~~except that the benefit date will be advanced for the period of time the employee is on the leave of absence without right to return.~~

To ~~be reemployed and~~ retain the above benefits, the employee must ~~be appointed~~ return to a position no later than ninety (90) calendar days after the date of expiration of the leave of absence. The ninety (90) days shall run concurrently with the first ninety (90) days of the one (1) year period provided in the Reemployment Article.

(4) Long-Term Medical Leave of Absence

(i) Definition – An employee with regular status who suffers from a serious condition may be placed on a medical leave of absence for up to one (1) year, only after FMLA, CFRA and/or PDL have been exhausted. However, if an employee meets the service requirements for eligibility for a disability retirement, the Long-Term Medical Leave of Absence ~~shall~~ may be extended. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. The County retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If a funded vacancy for which the employee meets the qualifications is unavailable, the Long-Term Medical Leave of Absence may be extended for up to ninety (90) days.

If the employee ~~does not~~ is unable or unwilling to return to work by the expiration date of the leave, or the soonest date after that for which the department has a vacancy (but in no event later than ninety (90) days following the expiration of the medical leave of absence), the employee relinquishes the right to return.

(ii) Upon return from a medical leave of absence, the employee shall retain hire date ~~and benefit date~~ for purposes of leave accruals and step advances; ~~except that the benefit date will be advanced for the period of time the employee is on the medical leave of absence.~~

Date Agreed: 6/17/16

County

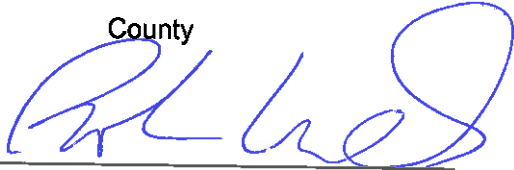
SEIU Local 721


LEAVE PROVISIONS

Section 101 – Examination Time

Employees having regular status in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes required for selection to a different County position. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. Employees must report to work before and after examination time provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after Examination Time and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank." Employees having probationary status, including those who have previously held regular status in another classification, are not entitled to examination time off with pay.

Date Agreed: 10/1/15

County


SEIU Local 721



LEAVE PROVISIONS


Section 1³ – Blood Donations

Employees in regular positions who donate blood without receiving compensation for such donation, may have up to a total of two (2) hours off with pay to donate blood and to recover, if necessary, from such blood donation with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours for the blood donation and recovery may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the appointing authority to receive this benefit.

Employees in regular positions who are apheresis donors may have up to a total of four (4) hours off with pay for the apheresis donation and to recover, if necessary, from such apheresis donation with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of four (4) hours for the apheresis donation and recovery may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each apheresis donation must be presented to the appointing authority to receive this benefit.

Date Agreed: 10/1/15

County


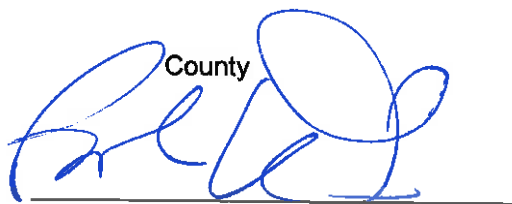
SEIU Local 721



LEAVE PROVISIONS

Section 12 - Witness Leave

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to the County.

Date Agreed: 1/11/16

County 

SEIU Local 721


NOTE: The County accepts SEIU's Witness Leave proposal.


LEAVE PROVISIONS ✓

Section 12 – Time Off for Voting

- a) If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the employee to vote.
- b) No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.
- c) If the employee on the third working day prior to the day of election knows or has reason to believe that time off will be necessary to be able to vote on Election Day, the employee shall give the employer at least two (2) working days' notice that time off for voting is desired, in accordance with this section.

Date Agreed: 10/1/15

County


SEIU Local 721


LIFE INSURANCE

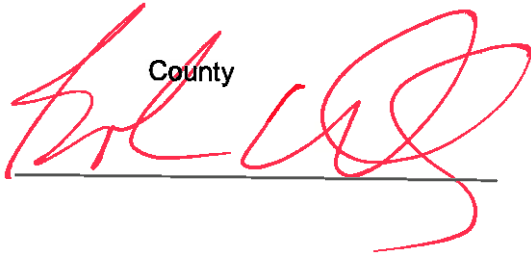
- (a) The County agrees to pay the premium for a term life insurance policy for each employee based on scheduled work hours according to the table below. Life insurance will become effective on the first day of the pay period following the employee's first pay period in which the employee works and receives pay ~~is paid~~ for one half plus one of his/her/their regularly scheduled hours and shall continue for each pay period in which the employee receives pay for one half plus one of his/her regularly scheduled hours. For example, an employee scheduled for eighty (80) hours must be paid for a minimum of forty-one (41) hours. For pay periods in which the employee does not meet the paid hours requirement, the employee shall have the option of continuing life insurance coverage at the employee's expense.

Amount of Life Insurance	
Scheduled Hours from 40 to 60	Scheduled Hours from 61 to 80
\$172,000	\$235,000

- (b) The County further agrees to make available to each employee a group term life insurance program wherein the employee may purchase additional term life insurance in the amounts specified in the Certificate of Insurance, ~~through payroll deductions, term life insurance in \$10,000 increment amounts to a maximum benefit of \$700,000.~~ New employees shall become initially eligible to participate in ~~these~~ programs on the first day of the pay period following the employee's first pay period in which the employee works and receives pay ~~is paid~~ for one half plus one of his/her/their regularly scheduled hours.
- (c) The County agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance. ~~Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County. Note: All persons eligible for the insurance programs will be covered for the insurance on the date the insurance becomes effective, or in the case where the employee is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.~~

Date Agreed: 10/15/15

County



SEIU Local 721



SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Professional Bargaining Unit

11-19-15

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal

LOCAL 721 JOINT LABOR-MANAGEMENT TASK FORCES

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to the County and SEIU. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

To this end, the parties agree that Labor-Management Task Forces comprised of equal numbers of management and employees shall be created as necessary to address issues which affect the efficient and effective delivery of public services appropriate to each department and Unit employees. The purpose of such task force shall be to:

- (a) Review and provide input on proposed departmental policies and procedures;
- (b) Develop, review, and prioritize work simplification project proposals;
- (c) Develop and review solutions to specific program problems;
- (d) Training;
- (e) Technological training/advancements;
- (f) Workload Distribution;
- (g) Work processes and efficiencies;
- (h) Safety;
- (i) Other issues of mutual concern

The composition of each task force shall be determined by the appointing authority in conjunction with the Employee Relations Division of Human Resources and the Union. The chairperson(s) of each the task force shall be selected by the appointing authority. Meetings will be held as often as necessary to discharge the functions of each the task force. ~~The~~Each task force will establish reasonable time frames for the accomplishment of its charges.

~~Each~~The task force ~~committee~~ shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information to the Union as requested as issues are discussed.

Recommendations of each the task force will be arrived at by consensus and shall be submitted in writing to the appointing authority for final action, subject to review and approval. The task forces shall not have any right or authority to abrogate representation rights of SEIU or County Management Rights.

LOW CENSUS TIME OFF

~~Employees may be temporarily relieved from duty without pay at any time if it is determined that the patient census or the needs of the affected work unit are such that the employee's services are not immediately necessary.~~

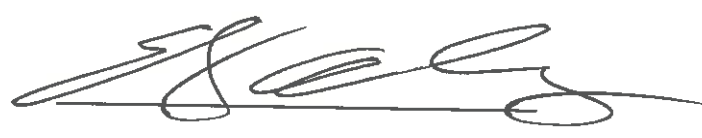
~~A regular employee who is temporarily relieved from duty and who chooses not to use paid leave (e.g., vacation leave or holiday leave), may have the hours treated as Voluntary Time Off (VTO) consistent with the Voluntary Time off article.~~

If during the term of this agreement the County determines that conditions exist that, due to low patient census, would require the County to implement measures to deal with such conditions, the parties shall meet and confer in good faith regarding the impact of addressing those conditions.

If the parties are unable to reach agreement on ways to address the impact of such conditions, either party may request the assistance of a mediator to bring final resolution to the matter.

Date Agreed: 1/11/16

County


SEIU Local 721


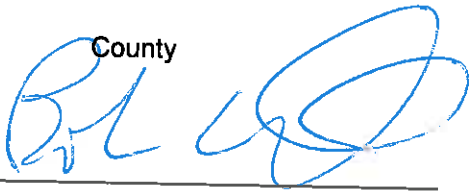
NOTE: The County submits a counterproposal to its August 27, 2015 Low Census Time Off proposal.


MAINTENANCE OF MEMBERSHIP

In the event the Supreme Court, or other Court of competent jurisdiction, rules that Agency Shop is unlawful, this Memorandum of Understanding shall be amended to provide for a Maintenance of Membership Provision which shall read as follows:

Employees who have authorized Union dues deductions at such time of a Supreme Court decision, or other Court of competent jurisdiction's decision, shall continue to have dues deductions or any time subsequent to a Supreme Court decision, or other Court of competent jurisdiction's decision, shall continue to have such dues deduction made by the County during the term of this MOU; provided, however, that any employee in this Unit may terminate such Union dues during the thirty-day period commencing ninety days before the expiration of the MOU by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and which dues deductions are to be cancelled. The Union will provide to the County with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.

Date Agreed: 8/17/16

County


SEIU Local 721


MEAL AND BREAK PERIODS

MEAL PERIODS

Meal periods are nonpaid and nonworking time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, appointing authorities shall allow employees a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

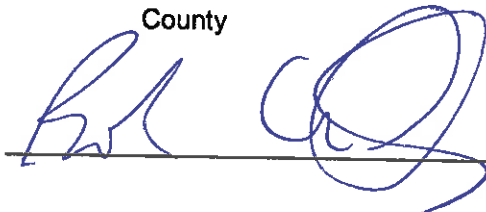
BREAK PERIODS

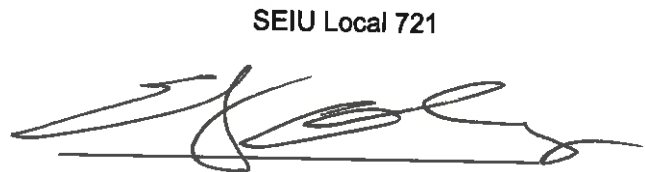
Employees shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the department, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative or used to report to work late or leave early. Rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of such work. Rest periods may not be divided so as to increase the total number of rest periods taken. For example, a twenty (20) minute rest period may not be divided by the employee into two rest periods of ten (10) minutes duration.

Regularly Scheduled Tour of Duty
After 3 hours and through 6 hours
After 6 hours and through 8 hours
After 8 hours and through 10 hours
After 10 hours

Number and Limit of Rest Period
One - 15 Minute Rest Period
Two - 15 Minute Rest Periods
Two - 20 Minute Rest Periods
One - 25 Minute Rest Period and
One - 20 Minute Rest Period

Date Agreed: 10/28/15

County


SEIU Local 721


NOTE: The County accepts SEIU's September 24, 2015 Meal and Break Periods proposal.

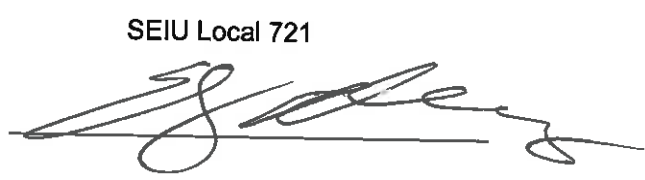
Ru ER
MEDICAL, DENTAL, AND VISION CARE INSURANCE

PROFESSIONAL UNIT
County Counterproposal _____

Subject to carrier requirements, the County will pay the premiums for vision care insurance for all employees (employee-only coverage) in regular positions scheduled and paid at least forty-one (41) hours per pay period -or if the County is required to continue such paid coverage pursuant to applicable law (e.g., FMLA). If an employee is no longer eligible for County-paid vision care insurance, the employee will have the option of enrolling in COBRA continuation coverage.

Date Agreed: 10/1/15

County


SEIU Local 721


BENEFIT PLAN MEDICAL AND DENTAL COVERAGE

~~ALL UNITS — EXCEPT SUPERVISORY NURSES~~
~~Section 1 — Benefit Plan Contributions~~

- ~~(a) Eligibility — Only employees in a regular bargaining unit position prior to July 15, 2008, and who have completed more than fifteen (15) years of continuous service in a regular position and who are scheduled for a minimum of forty (40) hours per pay period are eligible to receive the benefits of this Section in the amounts described in (b) below. However, employees must be paid for at least one-half plus one hour of their scheduled hours in order to actually receive the benefits of this Section. For instance, an employee scheduled to work eighty (80) hours per pay period must be paid at least forty-one (41) hours to be eligible for the benefits of this Section.~~
- ~~(b) Except as provided in Section 3, Health and Dental Plan Coverage, the bi-weekly amount of the County provided Benefit Plan for employees who participate in County-sponsored health plan coverage will be as follows:~~

ALL UNITS, EXCEPT SUPERVISORY NURSES UNIT	
Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
\$95.00	\$190.00

~~Under no circumstances will the monetary value of the Benefit Plan be prorated.~~

- ~~(c) Eligibility While on Leave — Employees who are on approved medical leaves of absence pursuant to the FMLA and/or CFRA and whose paid hours in a pay period are less than the required number of hours designated in (a) will continue to receive the benefits of this Section in accordance with applicable law. If an employee is no longer eligible for health and dental plan coverage, the employee will have the option of enrolling in COBRA continuation coverage.~~

~~An employee who does not otherwise meet the requirement for FMLA and/or CFRA (e.g. an employee who has not actually worked 1,250 hours during the applicable twelve [12] month rolling period) after the employee has received the benefits of this sub-section, shall not be eligible for continuation of the benefits of this section in the subsequent year. For example, an employee who is off work continuously for two years, and received the benefits of this section as provided by law, shall not be eligible for the continuation of the benefits of this section in the next rolling year.~~

~~Employees who are on an approved Workers' Compensation claim shall receive the benefits of this Article for up to twenty (20) pay periods while off work due to that work injury, as long as the employee pays his/her portion of the premiums on time. However, after the 6th pay period off work, the employee is no longer eligible for health and dental plan coverage. The employee will have the option of enrolling in COBRA continuation coverage.~~

~~Employees who are integrating paid leave time with Short-Term Disability (STD) insurance provided by the County shall receive the benefits of this Section under the following circumstances: upon election of full integration of disability payments and paid leave time, employees who are paid less than one-half plus one of their scheduled hours but have available leave balances of one-half plus one of their scheduled hours or more shall receive the benefits of this Article.~~

~~Section 2 — Section 125 Premium Conversion Plan~~

~~ALL UNITS~~

- ~~(a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for health insurance, dental insurance, voluntary life (to the IRS-specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit~~

~~employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.~~

~~(b) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.~~

~~(c) To be eligible for this benefit, an employee must be in a regular position and be regularly scheduled to work at least forty (40) hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act.~~

~~(d) Election of pre-tax salary reductions and after-tax payroll deductions shall be made within thirty-one (31) days of the initial eligibility period in a manner and on such forms designated by the Human Resources Employee Benefits and Services Division Chief. Failure to timely submit appropriate paperwork will result in after-tax payroll deductions for all eligible premiums for the remainder of the Plan year.~~

~~(e) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. Examples of mid-year qualifying events include: marriage, divorce, birth, adoption, death, over age dependent, loss of student status, you or your spouse's or domestic partner's reduction in work hours, loss of spouse's or domestic partner's employment, gain or loss of spouse's or domestic partner's insurance, relocation outside an HMO network service area, entitlement to Medicare for you or your dependent, significant increase in County insurance cost during the Plan year, loss or gain of Medicare or Medicaid coverage and spouse's, domestic partner's or dependent's open enrollment. The employee must submit request for a change due to a mid-year qualifying event within thirty-one (31) days of the qualifying event. The Human Resources Employee Benefits and Services Division Chief, or designee, will authorize changes as long as the change is made on account of and consistent with an employee's change in status.~~

Section 13 – HealthMedical and Dental **Plan** Coverage

(a) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a healthmedical and dental plan offered by the County. Employees who fail to elect healthmedical and dental plan coverage will be automatically enrolled in the healthmedical and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which the employee is scheduled to work for forty (40) hours or more and received pay for at least one-half plus one hour of scheduled hours.

(b) ~~To be eligible for~~continue enrollment in a County-sponsored healthmedical and dental plan ~~coverage~~, an employee must ~~be remain~~ in a regular position scheduled to work for a minimum of forty (40) hours per pay period and have received pay for at least one-half plus one hour of scheduled hours, or be on approved leave for which continuation of medical and dental coverage is expressly provided under pursuant to the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA). Section 5 of this Article. or be eligible for and have timely paid the premium for COBRA continuation coverage.

~~(c) Enrollment elections must remain in effect for the remainder of the Plan year unless an employee becomes ineligible for an HMO network service area.~~

~~(d)(c)~~ Eligible employees may elect to enroll their dependents upon initial eligibility for healthmedical and dental insurance. Thereafter, newly eligible dependents may be enrolled within ~~thirty-one~~sixty (3160) days of obtaining dependent eligibility status, such as birth, adoption, or marriage, ~~or registration of domestic partnership.~~

(d) A dependent must be removed mid-Plan year when the dependent becomes ineligible for coverage under the insurance plan eligibility rules (e.g., divorce or over age dependent). Employees are responsible for notifying the County within sixty (60) days of a dependent's change in eligibility for the County plans.

(e) Enrollment elections must remain in effect for the remainder of the Plan year unless an employee experiences a mid-year qualifying event.

~~(e)~~(f) Notification of a mid-year qualifying event must be submitted to the Human Resources Employee Benefits and Services Division in accordance with procedures adopted by the County. Employees are responsible for notifying the County within ~~thirty-one~~sixty (3160) days of ~~dependent's~~any change in eligibility for the County's plans.

~~(f) Dependent(s) must be removed mid-Plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example divorce, over age dependent, gain of coverage on spouse's or domestic partner's employer provided insurance, or termination of domestic partnership.~~

(g) Premiums for coverage will be automatically deducted from the employee's pay warrant. In specific circumstances, in the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents

~~(g) Premiums for coverage will be automatically deducted from the employee's pay warrant. If the employee does not have sufficient earnings to cover the deduction for premiums the employee shall be notified by the Employee Benefits and Services Division and billed for the deficient amount. If the employee is unable to pay the deficient amount the employee may make alternative payment arrangements that are acceptable to the Employee Benefits and Services Division. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.~~

Section 2 – Opt-out and Waive

~~(h)~~(a) Employees eligible for ~~health~~medical and ~~dental~~ plan coverage who are also enrolled in a comparable group ~~health~~medical and/or ~~dental~~ plan sponsored by their spouse's, domestic partner's, or parent's another employer or are covered by a spouse who is also employed with the County may elect to ~~discontinue~~opt-out of enrollment in their County-sponsored ~~health~~medical and/or ~~dental~~ plan coverage (~~opt-out~~) (~~opt-out or waive~~).

(b) Employees eligible for medical and dental plan coverage who are covered by a spouse, domestic partner, or parent who is also employed by the County may elect to waive their County-sponsored medical and/or dental plan (waive).

(c) To receive the opt-out or waive amounts of this Section the employee must be paid for a minimum of one-half plus one of his/her scheduled hours. For instance, an employee scheduled to work eighty (80) hours per pay period must be paid for a minimum of forty-one (41) hours during a pay period to receive the opt-out or waive amounts.

~~(a) — Employees scheduled to work 61 to 80 hours per pay period who prior to fiscal year 2005 previously elected to opt-out of County-sponsored health/medical plan coverage and continue to opt-out during the term of this MOU will receive the following bi-weekly Benefit Plan as follows:~~

~~(i) All Units except Supervisory Nurses Unit employees scheduled 61 to 80 hours per pay period who opt-out shall receive one hundred thirty-three dollars and eighty-five cents (\$133.85) per pay period; employees scheduled for 40 to 60 hours per pay period who prior to fiscal year 2005 elected to opt-out of County-sponsored medical coverage and continue to opt-out during the term of this MOU, opt out shall receive sixty-six dollars and ninety-three cents (\$66.93) per pay period.~~

~~(ii) Supervisory Nurses Unit employees scheduled 61 to 80 hours per pay period who opt-out shall receive forty dollars (\$40.00) per pay period; employees scheduled 40 to 60 hours who opt out shall receive twenty dollars (\$20.00) per pay period.~~

(a) Employees scheduled to work 61 to 80 hours per pay period who prior to fiscal year 2005 elected to waive County-sponsored medical coverage and continue to waive during the term of this MOU will receive one hundred ninety dollars (\$190.00) per pay period; employees scheduled for 40 to 60 hours who prior to fiscal year 2005 elected to waive County-sponsored medical coverage and continue to waive during the term of this MOU, shall receive ninety-five dollars (\$95.00) per pay period.

~~(iii) To receive the Benefit Plan amounts the employee must be paid for a minimum of one-half plus one of their scheduled hours. For instance, an employee scheduled to work eighty (80) hours must be paid for a minimum of forty-one (41) hours.~~

~~b)(d) New "opt-outs" or "waives" (i.e., newly hired or current e)Employees who opt-out or waive County-sponsored medical coverage effective beginning with the fiscal year in 2005 and any time thereafter.) and are scheduled for 61 to 80 hours per pay period will receive forty dollars (\$40.00) per pay period; employees who opt-out or waive County-sponsored medical coverage effective beginning with the fiscal year in 2005 and any time thereafter and are scheduled new opt-outs or waives scheduled for 40 to 60 hours shall receive twenty dollars (\$20.00) per pay period.~~

~~c) Employees in all units scheduled to work 61 to 80 hours who previously elected to waive health plan coverage to a spouse employed by the County and continue to waive during the term of the MOU will receive one hundred ninety dollars (\$190.00) per pay period, except Supervisory Nurses Unit employees who shall receive forty dollars (\$40.00) per pay period; employees scheduled for 40 to 60 hours who continue to waive shall receive ninety five dollars (\$95.00) per pay period, except Supervisory Nurses Unit employees who shall receive twenty dollars (\$20.00) per pay period.~~

~~(i) Employees eligible for dental plan coverage who are also enrolled in a comparable group dental plan sponsored by another employer may elect to discontinue enrollment in their County-sponsored dental plan.~~

~~(j) The rules and procedures for electing to opt-out or waive of County-sponsored healthmedical and dental plan coverage are established and administered by the Human Resources Employee Benefits and Services Division.~~

(1) Employees may elect to opt-out or waive of County-sponsored healthmedical and/or dental plan(s) coverage within ~~thirty-one~~sixty (3160) calendar days of the effective date of coverage of another employer-sponsored group plan. Proof of initial gain of other employer group coverage is required at the time that the opt-out or waive is elected.

(2) Employees may also elect to opt-out or waive of County-sponsored healthmedical and/or dental plan(s) coverage during an annual open enrollment period. All employees who are newly opting-out or waiving during an open enrollment period must provide verification of other employer group coverage.

(3) Employees who ~~opt-out or waive who~~ voluntarily or involuntarily lose their other employer group healthmedical and/or dental plan coverage must enroll in a County-sponsored healthmedical and/or dental plan within ~~thirty-one~~sixty (3160) calendar days. Enrollment in the County-sponsored medical and/or dental plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll their-his/her eligible dependents, the dependents may only be added at a subsequent annual open enrollment period or within sixty (60) calendar days from a mid-year qualifying event.

(4) There must be no break in the employee's healthmedical and dental plan coverage between the termination date of the other employer group coverage and enrollment in a County-sponsored healthmedical and/or dental plan. The retroactive enrollment period and premiums required to implement coverage are subject to the terms and conditions of the applicable plan. ~~will determine the required retroactive enrollment period and premiums required to implement coverage.~~ Failure to notify the County of loss of group coverage within ~~thirty-one~~sixty (3160) calendar days will require the employee to pay their his/her insurance premiums retroactively on an after-tax basis.

~~(k) An eligible employee whose spouse or domestic partner is also an eligible County employee may elect coverage as a dependent on their spouse's or, if the employee is age eighteen (18) or younger, on their parent's County health and/or dental insurance plan in lieu of individual employee coverage. This is called a "waiver" to their County spouse's or parent's County insurance coverage. Such election must be made within thirty-one (31) calendar days of the employee's, County parent's or the County spouse's eligibility for County health and dental insurance. During the Plan year, an employee is responsible for notifying the County within thirty-one (31) days of ineligibility for the waiver, for example the dependent child turns nineteen (19) or the spouse leaves County employment. Changes will become effective on the first day of the pay period following the receipt and approval of all appropriate documentation. Loss of the spouse's or parent's County~~

~~plan coverage will require the employee to immediately enroll in the County's health and dental plans. Waivers may be changed during any subsequent annual health and dental open enrollment period.~~

~~(f) For employees assigned to work in the Needles, Trona, Baker, and Ridgecrest work locations, the County will establish a "Needles Subsidy". The Needles Subsidy will be paid by the employee's Department and will be equal to the amount of the premium difference between the indemnity health plan offered in these specific work locations and the lowest cost health plan provided by the County. This Subsidy will be established each year when premiums change for the County-sponsored health plans. The Subsidy will be discontinued when the lowest cost health plan becomes available to the employees.~~

Section 34 – Medical and Dental Premium Subsidies

~~(a) The County has established a Medical Premium Subsidy (MPS) in an amount that shall to offset a portion of a pre-determined percentage of the cost of health medical plan premiums charged to eligible employees. The MPS shall be applied to health medical insurance premiums only and shall not be applicable to dental plan insurance premiums. The applicable MPS amount shall be paid directly to the provider of the County-sponsored health medical plan in which the eligible employee has enrolled. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association. In no case, shall the MPS exceed the total cost of the health medical insurance premium for the coverage selected.~~

~~(a)(b) The County has established a Dental Premium Subsidy (DPS) in an amount that would offset a portion of the cost of dental plan premiums charged to eligible employees. The DPS shall be applied to dental insurance premiums only and shall not be applicable to medical insurance premiums. The applicable DPS amount shall be paid directly to the provider of the County-sponsored dental plan in which the eligible employee has enrolled. The DPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association. In no case, shall the DPS exceed the cost of the dental insurance premium for the coverage selected.~~

~~(c) Eligibility - Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a County-sponsored medical plan, are eligible to receive the Medical Premium Subsidy (MPS) towards the cost of health medical benefits coverage. Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a County-sponsored medical and dental plan, are eligible to receive the DPS towards the cost of dental coverage. However, employees must be paid for at least one-half plus one hour of their scheduled hours in order to actually receive the benefits of this Section. For instance, an employee scheduled to work eighty (80) hours per pay period must be paid at least forty-one (41) hours to actually receive be eligible for the benefits of this Section.~~

~~For purposes of this Sub-section (c), paid hours shall not include disability payments such as short-term disability and workers' compensation.~~

~~(b)~~

~~(c) Eligibility While on Leave - Employees who are on approved medical leaves of absence pursuant to the FMLA and/or CFRA and whose paid hours in a pay period are less than the required number of hours designated in (b) will continue to receive the benefits of this Section in accordance with applicable law. If an employee is no longer eligible for health and dental plan coverage, the employee will have the option of enrolling in COBRA continuation coverage.~~

~~An employee who does not otherwise meet the requirement for FMLA and/or CFRA (e.g. an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the benefits of this sub-section, shall not be eligible for continuation of the benefits of this section in the subsequent year. For example, an employee who is off work continuously for two years, and received the benefits of this section as provided by law, shall not be eligible for the continuation of the benefits of this section in the next rolling year.~~

~~Employees who are on an approved Workers' Compensation claim shall receive the benefits of this Section for up to twenty (20) pay periods while off work due to that work injury, as long as the employee~~

~~pays his/her portion of the premiums on time. However, after the 6th pay period off work, the employee is no longer eligible for health and dental plan coverage. The employee will have the option of enrolling in COBRA continuation coverage.~~

~~Employees who are integrating paid leave time with Short-Term Disability (STD) insurance provided by the County shall receive the benefits of this Section under the following circumstances: upon election of full integration of disability payments and paid leave time, employees who are paid less than one half plus one of their scheduled hours but have available leave balances of one half plus one of their scheduled hours or more shall receive the benefits of this Article.~~

(d) Current e Employees shall receive a Medical Premium Subsidy in the following amounts per pay period as provided below:

Employees hired on or after July 12, 2014:

<u>Coverage Type</u>	<u>Scheduled for 40 to 60 Hours</u>	<u>Scheduled for 61 to 80 Hours</u>
<u>Employee Only</u>	<u>\$97.45</u>	<u>\$194.90</u>
<u>Employee + 1</u>	<u>\$162.42</u>	<u>\$324.83</u>
<u>Employee + 2</u>	<u>\$229.82</u>	<u>\$459.64</u>

Employees hired prior to July 12, 2014:

<u>Coverage Type</u>	<u>Scheduled for 40 to 60 Hours</u>	<u>Scheduled for 61 to 80 Hours</u>
<u>Employee Only</u>	<u>\$97.45</u>	<u>\$194.90</u>
<u>Grandfathered Employee Only *</u>	<u>\$115.12</u>	<u>\$230.25</u>
<u>Employee + 1</u>	<u>\$162.42</u>	<u>\$324.83</u>
<u>Employee + 2</u>	<u>\$229.82</u>	<u>\$459.64</u>

*Grandfathered Employee Only – Only those employees who prior to Board approval of this MOU elected the Employee Only – Highest Cost HMO coverage and continue to elect the Employee Only – Highest Cost HMO coverage will continue to receive either \$115.12 or \$230.25 per pay period, as applicable. However, those employees who prior to Board approval of this MOU elected the Employee Only – Highest Cost HMO coverage who subsequently elect another plan option shall no longer be eligible to receive the grand-fathered amounts of either \$115.12 or \$230.25 per pay period, as applicable, and shall receive the applicable amount listed in the chart above.

Only those employees who prior to Board approval of this MOU elected the PPO coverage shall receive the same MPS amounts as the Grandfathered Employee Only. However, those employees who prior to Board approval of the MOU elected the PPO coverage who subsequently elect another plan option shall no longer be eligible to receive the grand-fathered amounts, and shall receive the applicable amount listed in the chart above.

Effective July 23, 2016, the County proposes to increase the MPS amounts for the Employee +1 and Employee +2 levels for all employees as follows:

<u>Coverage Type</u>	<u>Scheduled for 40 to 60 Hours</u>	<u>Scheduled for 61 to 80 Hours</u>
<u>Employee Only</u>	<u>\$97.45</u>	<u>\$194.90</u>
<u>Grandfathered Employee Only *</u>	<u>\$115.12</u>	<u>\$230.25</u>
<u>Employee + 1</u>	<u>\$167.28</u>	<u>\$334.57</u>
<u>Employee + 2</u>	<u>\$236.72</u>	<u>\$473.43</u>

Effective July 21, 2018, the MPS amounts for employees in the Unit, shall increase to the following amounts per pay period:

<u>Coverage Type</u>	<u>Scheduled for 40 to 60 Hours</u>	<u>Scheduled for 61 to 80 Hours</u>
<u>Employee Only</u>	<u>\$99.42</u>	<u>\$198.82</u>
<u>Grandfathered Employee Only *</u>	<u>\$115.12</u>	<u>\$230.25</u>
<u>Employee + 1</u>	<u>\$170.64</u>	<u>\$341.30</u>
<u>Employee + 2</u>	<u>\$241.48</u>	<u>\$482.94</u>

(e) Employees covered by this MOU shall receive a Dental Premium Subsidy in the following amounts per pay period:

<u>Coverage Type</u>	<u>Scheduled for 40 to 60 Hours</u>	<u>Scheduled for 61 to 80 Hours</u>
<u>Employee Only</u>		
<u>Employee + 1</u>	<u>\$4.73</u>	<u>\$9.46</u>
<u>Employee + 2</u>		

~~ALL UNITS – EXCEPT SUPERVISORY NURSES~~

~~(d) Grandfathered – Employees in a regular bargaining unit position prior to July 15, 2008 and who have completed more than fifteen (15) years of continuous service in a regular position with the County shall receive a Medical Premium Subsidy (MPS) if applicable, in an amount that, when combined with the Benefit Plan contributions, will equal seventy-five percent (75%) of the lowest cost "employee only," "employee + 1" and "employee + 2" HMO premium, up to a fifteen percent (15%) increase in the total cost of such premiums from the prior year. The MPS amount payable to each eligible employee shall be based upon the lowest cost HMO plan (currently Health Net or a plan equivalent to Health Net) for the number of persons the employee enrolls in the County sponsored health plan (i.e., "employee only"; "employee + 1"; "employee + 2"). The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association. No MPS shall be paid where the Benefit Plan contribution exceeds the amount of the total premium to be paid by the County.~~

~~(e) Non Grandfathered – Employees in a regular bargaining unit position prior to July 15, 2008 and who have not completed fifteen (15) years of continuous service in a regular position with the County and new employees hired into the bargaining unit on or after July 15, 2008 shall receive a Medical Premium Subsidy (MPS) only in the following amounts the pay period following the Board of Supervisors approval of this agreement. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.~~

COVERAGE	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	45% of either HMO	90% of either HMO
Employee +1	37.5% of lowest cost HMO	75% lowest cost HMO
Employee +2	37.5% of lowest cost HMO	75% lowest cost HMO

~~(f) Employees who elect PPO coverage shall receive the same MPS amounts as those who elect the highest cost HMO.~~

SUPERVISORY NURSES UNIT

~~(g) The County has established a Medical Premium Subsidy (MPS) to offset the cost of health plan premiums charged to eligible employees. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions to the San Bernardino County Employees' Retirement Association. In no case, shall the MPS exceed the total cost of the health insurance premium for the coverage selected. The MPS amount payable to each eligible employee shall be based upon the lowest cost HMO plan (currently Health Net or a plan equivalent to Health Net) for the number of persons the employee enrolls~~

~~in the County-sponsored health plan (i.e., "employee only"; "employee + 1"; "employee + 2"). The MPS amount will equal ninety five percent (95%) of the lowest cost "employee only," or "employee + 1" or "employee + 2" HMO premium, up to a fifteen percent (15%) increase in the total cost of such premiums from the prior year.~~

Section 4 – Needles Medical Premium Subsidy

- e)(a) For employees assigned to work in the Needles, Trona, and Baker work locations, the County will establish a "Needles Subsidy." To be eligible for the Needles Subsidy the employee must be enrolled in a medical plan and receive MPS. The Needles Subsidy will be paid by the employee's Department and will be equal to the amount of the premium difference between the indemnity medical plan offered in these specific work locations and the lowest cost medical plan provided by the County. The applicable Subsidy amount shall be paid directly to the provider of the County-sponsored medical plan in which the eligible employee has enrolled. This Subsidy will be established each year when premiums change for the County-sponsored medical plans. The Subsidy will be discontinued when the lowest cost medical plan becomes available to the employees.
- (b) Employees assigned to work in Needles, Trona, or Baker work locations who are subsequently reassigned to a different work location, but whose eligible dependents do not relocate from the Needles, Trona, or Baker locations, shall be eligible to continue to receive the Needles Subsidy until the next open enrollment period or until the employee's eligible dependents relocate whichever occurs sooner.

Employees who do not relocate their primary residence after being assigned to work in Needles, Trona, or Baker work locations will not be eligible for the Needles Subsidy.

Section 5 – Eligibility for MPS and DPS While on Leave

- (a) FMLA/CFRA - Employees who are on approved leave, pursuant to FMLA/CFRA and whose paid hours in a pay period are less than the required number of hours designated in Sub-section 3(c) above will continue to be enrolled in a County-sponsored medical plan and receive MPS and DPS in accordance with applicable law.

An employee who does not otherwise meet the requirements for FMLA and/or CFRA (e.g., an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the MPS and DPS as provided by law, shall not be eligible for continuation of the MPS and DPS in the subsequent year. For example, an employee who is off work continuously for two years, and received the MPS and DPS as provided by law, shall not be eligible for the continuation of the MPS and DPS in the next rolling year.

- (b) Pregnancy Disability Leave (PDL) – An employee on an approved Pregnancy Disability Leave is eligible for continuation of MPS and DPS in accordance with PDL law.
- (c) Workers' Compensation - Employees who are on an approved leave based on an approved workers' compensation claim shall continue to receive the MPS and DPS for up to twenty (20) pay periods while off work due to that work injury, inclusive of any FMLA leave, providing the employee has been receiving MPS and DPS immediately prior to the leave of absence and as long as the employee pays his/her portion of the premiums on time. Should any subsequent workers' compensation claims occur during the initial twenty (20) pay periods, the remaining MPS eligibility from the original claim shall run concurrent with any additional approved workers' compensation claims that occur during the initial claim. For example, if the employee is receiving the MPS and DPS for twenty (20) pay periods for an injury and after ten (10) pay periods another workers' compensation claim is approved and the employee is eligible to receive the MPS and DPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim, for a total of 30 pay periods.
- (d) Short Term Disability - Employees who are fully integrating paid leave time with Short-Term Disability (STD) insurance provided by the County shall continue to receive the MPS and DPS. "Fully integrating paid leave time" means that the total amount of the STD and the employee's paid hours (i.e., paid leave and/or regular time) equals 100% of the employee's pay.

Section 5 – Dental Premium Subsidy

ALL UNITS

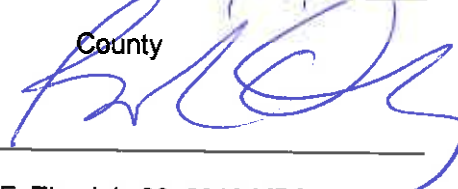
~~(a) Grandfathered – Employees in a regular bargaining unit position prior to July 15, 2008 and who have completed more than fifteen (15) years of continuous service in a regular position with the County shall receive a Dental Premium Subsidy (DPS) for all employees whose premium costs for health and dental exceeds the Flexible Benefit Plan (FBP) contributions in an amount up to nine dollars and forty-six cents (\$9.46), but not to exceed the combined total of the employee's out-of-pocket costs. For example, an employee who selects "employee only" coverage for health and dental with a combined per-pay period premium cost of one hundred ninety-four dollars (\$194.00) will receive a DPS in the amount of four dollars (\$4.00) per pay period.~~

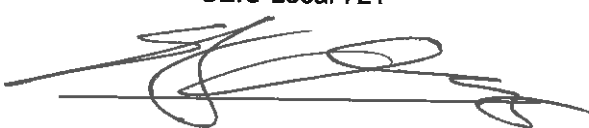
~~(b) Non-Grandfathered~~

~~(1) Employees in a regular bargaining unit position prior to July 15, 2008 and who have not completed fifteen (15) years of continuous service in a regular position with the County and new employees hired into the bargaining unit on or after July 15, 2008 who select "Employee Only" health coverage shall receive a DPS equal to 90% of "Employee Only" dental.~~

~~(2) Employees in a regular bargaining unit position prior to July 15, 2008 and who have not completed fifteen (15) years of continuous service in a regular position with the County and new employees hired into the bargaining unit on or after July 15, 2008 who select "Employee + 1" or "Employee + 2" shall receive a DPS of nine dollars and forty-six cents (\$9.46).~~

Date Agreed: 6/17/16

County


SEIU Local 721


NOTE: The July 23, 2016 MPS increases assume the MOU is approved by the Board before that date.

MEDICAL EMERGENCY LEAVE

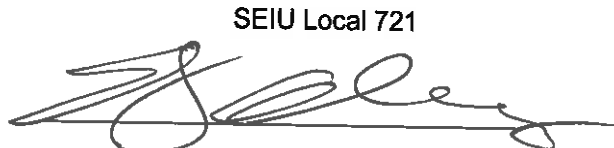
The particulars of this Medical Emergency Leave policy are as follows:

- (a) The employee must have regular status with the County or one (1) year of continuous service in a regular position with the County.
- (b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) be on an approved medical leave of absence for at least thirty (30) consecutive calendar days (160 working hours) exclusive of an absence due to a work related injury/illness; (2) submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours); (3) have exhausted all useable leave balances prior to initial eligibility [for Medical Emergency Leave donations](#) – subsequent accruals will not affect eligibility; and (4) have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.
- (c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits. An employee eligible for [State Disability and/or Short-Term Disability](#) must agree to integrate these benefits with Medical Emergency Leave.
- (d) Vacation, holiday, administrative leave or annual leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours) not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, administrative leave, annual leave or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by the Human Resources Department. The employee (donee) [using/coding](#) ~~receiving~~ the Medical Emergency Leave will be taxed accordingly.
- (e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of 1,040 hours per fiscal year. [The maximum of 1,040 hours shall be prorated for those scheduled less than 40 hours per week. Example: An employee who is regularly scheduled twenty \(20\) hours per week is eligible for a maximum donation of five hundred and twenty \(520\) hours of Medical Emergency Leave.](#)
- (f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the Center for Employee Health and Wellness or medical designee, is required. [The County retains the right to request medical documentation regarding the employee's continued incapacity to return to work. An employee shall be eligible to utilize and receive Medical Emergency Leave during the period they are on the approved long term leave of absence.](#)
- (g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies [\(i.e., MPS, Opt-out, and Waive amounts\)](#) per the minimum paid hours [\(i.e., one-half plus one hours\)](#) per pay period requirement of the [Medical and Dental Benefit](#) Plan Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.
- (h) An employee [using/coding](#) ~~receiving~~ leave under this program is not eligible for receipt of any accruals such as vacation ~~leave~~, ~~administrative leave~~, ~~annual leave~~, sick leave or retirement credit.
- (i) Medical Emergency Leave hours will count towards the accountable hours used to determine holiday leave eligibility.

- (j) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- (k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals or shall be returned to the donor employee(s) as follows:
 - (1) Employees who resign ~~or die~~ while on Medical Emergency Leave (i.e., an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at time of resignation ~~or death~~ in accordance with payroll procedures established by the County Auditor/~~Controller~~/Treasurer/Tax Collector, in the case of employees who die while on Medical Emergency Leave, the employee's spouse, unless otherwise specified on the Beneficiary Designation For Last Will and Testament form on file with ATC, shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at the time of employee's death in accordance with payroll procedures established by the County Auditor/Controller. Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s), in accordance with procedures established by the County.
 - (2) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to full time work shall be eligible to retain up to 176 hours unused Medical Emergency Leave. Such hours shall only be used for the same purpose and in the same manner as Sick Leave and in accordance with ~~have all unused Medical Emergency Leave up to 176 hours converted to an equal amount of sick leave which will be available to the employee according to the applicable Sick Leave Article provision of this the~~ Agreement, however, such hours shall not be eligible for conversion (e.g., cash-out). Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s) in accordance with procedures established by the County.
 - (3) An employee on Medical Emergency Leave who has received the approval of his/her physician and the Center for Employee Health and Wellness to return to work on a part-time basis (less than the employee's normally scheduled hours of work per pay period) may record a combined total of work time and Medical Emergency Leave not to exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work. However, should the employee accrue sick leave while working part-time on Medical Emergency Leave, the employee is required to use those sick leave accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of accrued sick leave).
- (l) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.
- (m) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.
- (n) All donors and donee shall sign release forms designed, retained and effected by the Human Resources Department.

Date Agreed: 10/1/15

County


SEIU Local 721


MILITARY LEAVE PROVISIONS

Section 7 – Military Leave

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, bargaining unit County employees, ~~regular, extra-help, or recurrent~~ may be entitled to the following rights concerning military leave:

- (a) Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- (b) Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.
- (c) Temporary Active Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by the County for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive his/her~~their~~ regular salary or compensation, pursuant to Section (e) of this Article.
- (d) Full-Time Active Duty – Employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire date, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from County employment, except as provided in the temporary duty provision.

- (e) Compensation – This provision does not include an employee's attendance for inactive duty, commonly referred to as weekend reserve meetings or drills. Employees must use their own time to attend such

meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (c) and (d) shall be entitled to receive his/her their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.

- (f) Extension of Benefits – The County recognizes the increased requirements of the military due to the current threats facing the United States of America and, as such, has established a program under which employees may be eligible for an extension of benefits. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and who are eligible to receive the thirty (30) calendar day military leave compensation, and meet the requirements established by the Board shall receive the difference between their base County salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall continue for the period approved by the Board of Supervisors. During this period, the County will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement contributions and credit will be granted if the employee had enough pay to cover the entire contribution. If the employee does not get enough pay to cover the retirement contribution, no contribution or credit will be given. ~~If upon return from leave the employee complies with all requirements of the Board of Retirement, then the employee shall also receive the retirement pick-up allowed by the MOU.~~ Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full County payment for the first thirty (30) days of military leave provided in (c) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the 30 days compensation has been completed.

No compensation shall be paid beyond the thirty (30) day leave period, unless such compensation is expressly approved by the Board of Supervisors. The County may unilaterally extend the benefits of this subsection upon the approval of the Board of Supervisors.

- (g) Vacation and Military Leave – Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Section (c) of the Article. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Article under the following conditions:

(1) The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.

(2) The employee must use accrued leave time for the entire pay period (i.e., County pay will not be integrated with military pay for partial pay periods).

(3) Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.

(4) Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Article will be available. Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

Date Agreed: 10/1/15

County

SEIU Local 721

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Professional Bargaining Unit

6-17-16

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal.

MERIT ADVANCEMENTS

Section 1 – General

Employees receiving an overall rating on their evaluation of “Meets Job Standards” or “Exceeds Job Standards” shall receive merit advancements within their base salary range, as provided below and in the Salary Rates and Step Advancements Article.

Section 2 – Probationary Employees and Other Employees Without Regular Status (SEIU and the County are in agreement on Section 2)

- (a) Upon initial appointment to a job classification, the employee ~~shall~~ may receive a merit advancement following 1,040 service hours, provided the employee receives a probationary progress report with an overall rating of at least “Meets Job Standards” within two (2) pay periods of the employee’s step advance eligibility date.
- (b) Probationary employees and other employees without regular status ~~shall~~ may receive subsequent merit advancements following 2,080 service hours at the new step, provided that the employee receives an evaluation with an overall rating of at least “Meets Job Standards” within six (6) pay periods of the employee’s step advance eligibility date.
- (c) If no evaluation is filed within the appropriate period, the employee shall not receive the merit advancement until their performance is evaluated. Once evaluated, if the employee’s overall performance is rated as at least “Meets Job Standards,” the employee’s merit advancement will be retroactive to the original step advance eligibility date.
- (d) If the employee receives an overall rating of “Below Job Standards” or “Unsatisfactory,” the step will not be granted until the pay period in which the employee receives an overall evaluation of at least “Meets Job Standards.”

Section 3 – Regular Employees (SEIU and the County are in agreement on Section 3)

- (a) Regular employees shall be evaluated within six (6) pay periods prior to the step advance eligibility date. If the employee receives an evaluation with an overall rating of at least “Meets Job Standards,” the employee shall receive the step advance on their step advance eligibility date.
- (b) If the employee receives an evaluation after the step advance eligibility date and the overall rating is at least “Meets Job Standards,” the employee shall receive the merit advancement retroactive to the original step advance eligibility date.
- (c) If the employee receives an evaluation with an overall rating of “Below Job Standards” or “Unsatisfactory,” the step advance may be denied or suspended as follows: **(The County accepts SEIU’s proposed sentence.)**
 - (1) If the supervisor had given the employee written notice of inadequate work performance at least three (3) pay periods prior to the employee’s receipt of the Work Performance Evaluation and the employee received an overall rating of “Below Job Standards” or “Unsatisfactory,” the employee’s merit advancement shall be denied. **(The County accepts SEIU’s proposed sentence.)**

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
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(2) If the supervisor had not given the employee such notice, the merit advancement shall be held in abeyance. In this case, the supervisor must re-evaluate the employee after three (3) pay periods following the original evaluation. If the new evaluation indicates the employee is "Below Job Standards" or "Unsatisfactory," the step shall be denied. If the new evaluation indicates the employee is "Meeting" or "Exceeding Job Standards," the step shall be granted, retroactive to the original advance eligibility date. If the employee is not re-evaluated by the end of the fourth (4th) complete pay period following the original "Below Job Standards" (or "Unsatisfactory") evaluation, the employee shall be deemed to be meeting job standards and shall be granted the merit advancement retroactive to the original step advance eligibility date. **(The County accepts SEIU's proposed paragraph.)**

(d) In cases where no Work Performance Evaluation is filed, an employee should contact the supervisor, who must complete and file the evaluation within five (5) working days. If the employee is rated as "Meets Job Standards" or better, the employee will be granted the step advancement, retroactive to the employee's step advance eligible date. If the employee is rated as "Below Job Standards" or "Unsatisfactory," the employee's step advancement will be denied or suspended in accordance with Subsection (c) above. **(The County accepts SEIU's proposed paragraph.)**

Section 4 – Denied Steps (SEIU and the County are in agreement on Section 4)

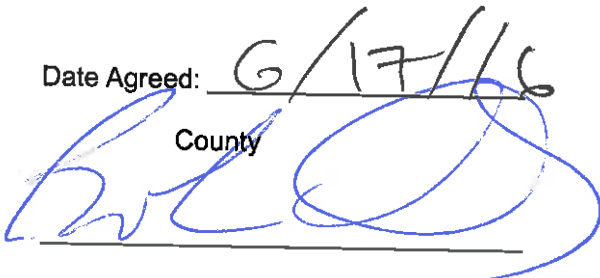
If an employee's step is denied, the employee may be re-evaluated after three (3) or more pay periods after receiving a "Below Job Standards" (or "Unsatisfactory") evaluation. Upon receiving a "Meets Standards" evaluation (or better), the employee shall be granted the merit advancement, effective at the beginning of the pay period in which said evaluation was administered.

Section 5 – Disputes (SEIU and the County are in agreement on Section 5)

An employee with regular status may appeal the content of a Work Performance Evaluation with an overall rating of "Below Job Standards" or "Unsatisfactory" in accordance with the appeal procedure in the Personnel Rules.

Date Agreed: 6/17/16

County



SEIU Local 721



MODIFIED BENEFIT OPTION

Section 1 – General Provisions

- (a) ~~Upon approval of this MOU by the Board of Supervisors~~ At the next annual open enrollment, all regular classified full-time employees in the classification of Respiratory Care Practitioner III; Laboratory Technologist I, II, and III; Dietician; Physical Therapist I, II, and Lead; Speech Therapist and Lead Speech Therapist; and Occupational Therapist I, II, and Lead; and any other agreed upon classifications shall be provided an opportunity to convert from a regular position with full benefits to a regular position with modified benefits.
- (b) Employees who convert to a ~~Modified Benefit~~ Option position shall receive an additional \$1.25 per hour above the base rate of pay. Such additional pay shall be included as part of the base rate of pay.
- (c) Employees who select the in- Modified Benefit Option positions must commit to work a minimum of 1,560 hours per calendar year.
- (d) Regular positions with Modified Benefits positions shall be regular classified positions and employees in those positions shall retain or attain civil service rights in the position.
- (e) Employees who choose this ~~Modified Benefit~~ Option position will only be eligible to return to ~~the fully benefited regular position option~~ during an open enrollment period, and only after remaining in this ~~Modified Benefit~~ Option position through two (2) consecutive benefit plan years/open enrollment periods. Full-time regular employees who do not exercise the option during the annual open enrollment period specified following Board approval of this MOU may exercise the modified benefit option during the next open enrollment period and must remain in that option through at least two (2) consecutive benefit plan years/open enrollment periods.

External candidates hired into a ~~modified benefit~~ regular position after Board approval of this MOU may be given the option of either modified or full benefits and must remain in that option through at least two (2) consecutive benefit plan years/open enrollment periods.

EXAMPLE 1:

An employee hired in ~~May~~ November 20165 must remain in that option through the benefit plan year/open enrollment period in 20165/176 and 20176/187 and may change the option during the annual open enrollment in June 2018-2017/18.

EXAMPLE 2:

An employee who exercises the option during the annual open enrollment in June 2016 must remain in that option through benefit plan year the open enrollment period in 2016/17 and 2017/18 and may change the option during open enrollment in June 2018.

- ~~(f) Employees who are scheduled to work less than 2,080 hours per calendar year shall receive prorated benefits in accordance with Job Sharing and Part-Time Employment article.~~

~~(g)~~ (f) Provided below are the only benefits an employee who selects the Modified Benefit Option position ~~is/would be~~ eligible to receive.

Section 2 – Medical and Dental Coverage

(a) Coverage

- (1) All employees who select ~~athe~~ Modified Benefit ~~Optionposition~~ must enroll in a medical plan (which includes the PPO Bronze Plan) and dental plan offered by the County, unless they opt-out or waive as provided in (b) below.
- (2) Initial and continued enrollment in the medical and dental plans, for employees and dependent(s) require that an employee is scheduled to work sixty (60) hours or more per pay period and requires that an employee is paid for at least one half plus one of their scheduled hours. ~~dependent eligibility and enrollment, and premium deductions shall be administered in the same manner as the full benefit optionposition.~~

(b) Opt-out and Waive

- (1) Employees who select ~~athe~~ Modified Benefit ~~Optionposition~~ shall be eligible to opt-out or waive County-sponsored medical coverage in the same manner as the full benefit ~~optionposition~~.
- (2) Employees who select ~~athe~~ Modified Benefit ~~Optionposition~~ shall be eligible to receive the same opt-out or waive amounts as the full benefit ~~optionposition~~ (i.e., forty dollars (\$40.00) per pay period) provided that the employee is scheduled to work sixty (60) hours or more per pay period and requires that an employee is paid for at least one half plus one of their scheduled hours.
- (3) The rules and procedures for electing to opt-out or waive County-sponsored medical and dental plan coverage are established and administered by the Employee Benefits and Services Division.

(c) Medical and Dental Premium Subsidies

- (1) Medical Premium Subsidy: Employees who select ~~athe~~ Modified Benefit ~~Optionposition~~ shall be eligible to receive a Medical Premium Subsidy (MPS) in an amount that would offset a portion of the cost of medical plan premiums charged to eligible employees. The MPS shall be applied to medical insurance premiums only and shall not be applicable to dental insurance premiums. The applicable MPS amount shall be paid directly to the provider of the County-sponsored medical plan in which the eligible employee has enrolled. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association. In no case shall the MPS exceed the cost of the medical insurance premium for the coverage selected.
- (2) Dental Premium Subsidy: Employees who select ~~athe~~ Modified Benefit ~~Optionposition~~ shall be eligible to receive a Dental Premium Subsidy (DPS) in an amount that would offset a portion of the cost of dental plan premiums charged to eligible employees. The DPS shall be applied to dental insurance premiums only and shall not be applicable to medical insurance premiums. The applicable DPS amount shall be paid directly to the provider of the County-sponsored dental plan in which the eligible employee has enrolled. The DPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association. In no case, shall the DPS exceed the cost of the dental insurance premium for the coverage selected.
- (3) Eligibility - Employees who select ~~athe~~ Modified Benefit ~~Optionposition~~ who are enrolled in a County-sponsored medical plan are eligible to receive the MPS towards the cost of medical coverage and DPS towards the cost of dental coverage if an employee is scheduled to work sixty (60) hours or more per pay period and requires that an employee is paid for at least one half plus one of their scheduled hours. ~~in the same manner as the fully benefited optionposition.~~

- (4) Employees who select athe Modified Benefit Optionposition shall be eligible to receive Medical Premium Subsidy in the following amounts per pay period:

Coverage Type	MPS
Employee Only	\$138.72
Employee + 1	\$275.54
Employee + 2	\$389.09

- (5) Employees who select athe Modified Benefit Optionposition shall be eligible to receive Dental Premium Subsidy in the following amounts per pay period:

Coverage Type	DPS
Employee Only	\$9.46
Employee + 1	
Employee + 2	

- (d) Eligibility for MPS and DPS While on Leave

Employees who select a Modified Benefit Optionposition shall be eligible to receive MPS and DPS while on leave (e.g., FMLA/CFRA, Pregnancy Disability Leave, Short-Term Disability) in the same manner as the fully benefitted optionposition.

Section 3 – Paid Time Off (PTO)

- (a) Definition

Paid Time Off (PTO) is granted to employees who select athe Modified Benefit Optionposition in lieu of any other Vacation, Sick, or Holiday leave provisions.

- (b) Accumulation

- (1) Employees who select athe Modified Benefit Optionposition and have 10,400 services hours or less shall accrue PTO each payroll period, prorated on the basis of 6.92 hours per pay period. Such PTO shall be available for use on the first day following the pay period in which it is earned.

Employees who select athe Modified Benefit Optionposition and have more than 10,400 service hours shall accrue PTO each payroll period, prorated on the basis of 8.31 hours per pay period. Such PTO shall be available for use on the first day following the pay period in which it is earned.

Employees who work less than eighty (80) hours per pay period shall accumulate PTO on a pro-rata basis.

Length of Service from Hire Date	PTO Allowance	Maximum Allowed Unused PTO Balance	Maximum Allowed Combined Unused Vacation, Holiday, and PTO Balance for Employees Who Convert to <u>athe</u> Modified Benefit <u>OptionPosition</u>
From Hire Date through 10,400 service hours	180 hours	270 hours	320 hours**
Over 10,400 service hours	216 hours	324 hours	404 hours**

****The employee's maximum allowed PTO balance may not exceed either 270 hours or 324 hours, as applicable.**

- (2) Working on Holiday Pay – Employees who select ~~at~~ Modified Benefit OptionPosition shall be paid twice their base hourly rate for hours worked on the following holidays, and shall not accrue any holiday leave:

January 1st	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
July 4th	December 24th
First Monday in September	December 25th
November 11th	December 31st

(c) Administration

- (1) Scheduling - PTO shall be taken annually at the discretion of the appointing authority, and at such times as will not impair the work schedule or efficiency of the department. The parties recognize that it is employees' responsibility to keep track of their own leave balances and to endeavor to keep the leave balance within the maximum allowable unused balance. Every effort will be made to enable employees to take time off to remain below the maximum balance; however, to facilitate scheduling the employee should provide at least six (6) pay periods advance notice of reaching the maximum balance to the appointing authority or designee. No employee, however, shall lose earned PTO because of work urgency. If an employee has reached the maximum allowed unused balance due to work urgency and is unable to take PTO, the appointing authority will notify the Auditor-Controller/Treasurer/Tax Collector of the situation and approve one (1) waiver per calendar year of the maximum allowed unused balance for a period not to exceed thirteen (13) pay periods.
- (2) Minimum Charge - The minimum charge against accumulated PTO shall be fifteen (15) minutes or multiples thereof. PTO shall be compensated at the employee's base rate of pay.
- (3) Separation - Employees not planning to return to County employment at the expiration of PTO, except those retiring, shall be compensated at their base rate of pay in a lump sum payment for accrued PTO and shall not be carried on the payroll. Retiring employees may elect to use PTO or be compensated in a lump sum payment for accrued time, provided that each pay period the employee charges the number of hours he/she is regularly scheduled to work. Terminating employees not covered by the above provisions shall be compensated at their base rate of pay for accrued PTO that they were entitled to use as of the date of separation from County employment.
- (3)(4) Employees who are hired into a position in a bargaining unit that does not contain the Modified Benefit Option, shall carry over their existing PTO balance and begin accruing vacation, holiday, and sick leave immediately; provided, however, that the employee must exhaust his/her PTO balance first before he/she is eligible to use Vacation and Sick Leave.
- (4)(5) Accrual Carryover Following ~~BenefitPosition~~ Change
- (a) Full Benefit ~~OptionPosition~~ to Modified Benefit ~~OptionPosition~~ - Employees who go from the full benefit ~~optionposition~~ to a Modified Benefit OptionPosition shall carry over and may utilize their existing vacation, holiday, and sick leave balances; provided, however, that the employee shall no longer accrue vacation, holiday, and sick leave after converting to the Modified Benefit OptionPosition. After converting to the Modified Benefit OptionPosition the employee shall be immediately eligible to accrue PTO; however, the employee's combined Vacation, Holiday Leave, and PTO balance shall not exceed the applicable cap established in the chart above. For example, if an employee with less than 10,400 service hours carries over 200 Vacation Leave hours and 100 Holiday Leave hours, the employee shall only be eligible to accrue up to 20 PTO hours. If such employee uses Vacation or Holiday Leave then the employee shall be eligible to accrue additional PTO hours, the combined total of

such PTO, Vacation Leave, and Holiday Leave hours may not exceed the established caps. For example, an employee with less than 10,400 service hours carries over 150 Vacation Leave hours, 100 Holiday Leave hours, and then accrues 70 PTO hours. The employee then uses 40 Vacation Leave hours. The employee shall be eligible to accrue 40 additional PTO hours, which would leave the employee with a balance of 110 Vacation Leave hours, 100 Holiday Leave hours, and 110 PTO hours, the combined total of which is at the employee's maximum cap of 320 combined PTO, Holiday, and Vacation Leave hours. An employee who carries over Vacation and/or Holiday Leave hours shall be eligible to accrue the maximum amount of PTO (i.e., either 270 or 324 hours) once the employee has exhausted all of his/her carried over Vacation and/or Holiday Leave hours.

- (b) Modified Benefit Option Position to Full Benefit Option Position - Employees who go from the Modified Benefit Option position to the full benefit option position shall carry over and may utilize their existing PTO balance and begin accruing vacation, holiday, and sick leave immediately; provided, however, that the employee must exhaust his/her PTO balance first before he/she is eligible to use Vacation and Sick Leave.

Section 4 – Retirement System Contributions

Employees who select athe Modified Benefit Option position shall participate in the County's retirement system with the Employee and the County paying their share of contributions as established by SBCERA, and pursuant to applicable law (e.g., PEPPRA).

Section 5 – Retirement Medical Trust

- 1. County Contribution - The County will contribute, on behalf of employees with more than ten (10) years of continuous County service in a regular position, an amount equal to one percent (1.0%) of such employees' base biweekly salary to the Trust. Employees who have completed more than fifteen (15) years of continuous County service in a regular position shall have an amount equal to one and one-quarter percent (1.25%) of their base biweekly salary contributed to the Trust by the County. Employees who have completed more than twenty (20) years of continuous County service in a regular position shall have an amount equal to one and one-half percent (1.5%) of their base biweekly salary contributed to the Trust by the County. Contributions to the Trust shall not be considered earnable compensation.
- 2. Sick Leave Conversion - Employees who converted to the Modified Benefit Option and carried over a sick leave balance must meet the eligibility requirements as established in the full benefit option.

Eligible employees will be required to contribute the cash value of their unused sick leave balances (if any) to the Trust, upon separation from employment with the County for reasons, other than death, in accordance with the conversion formula tables below:

<u>Amount of Remaining Sick Leave Hours</u>	<u>Cash Formula Value</u>
<u>480 or less</u>	<u>30%</u>
<u>481 to 600 hours</u>	<u>35%</u>
<u>601 to 720 hours</u>	<u>40%</u>
<u>721 to 840 hours</u>	<u>45%</u>
<u>841 to 1,200 hours</u>	<u>60%</u>

Upon the death of an active employee who converted to the Modified benefit Option and carried over a sick leave balance, and who has at least ten (10) years of continuous service from the most recent date of hire in a regular position, the estate of a deceased employee will be paid for unused sick leave balances (if any) according to the sick leave conversion formula table above.

- 4.3. Paid Time Off (PTO) – Employees who have any unused PTO balance upon separation from County employment shall not be eligible to convert such PTO balance to the Trust, and the employee shall be compensated for such unused PTO hours pursuant to Section 3(c)(3) of this article.

Section 6 – Deferred Compensation 457(b)

Employees shall be eligible to participate in the County's 457(b) Deferred Compensation Plan, but shall not receive a County match.

Section 7 – Vision Care Insurance

Employees who select ~~athe~~ Modified Benefit ~~Optionposition~~ shall be eligible for Vision Care Insurance in the same manner as the full benefit ~~optionposition~~.

Section 8 – Life Insurance

Employees who select ~~athe~~ Modified Benefit ~~Optionposition~~ shall be eligible for Life Insurance in the same manner as the full benefit ~~optionposition~~.

Section 9 – Short-Term Disability

Employees who select ~~athe~~ Modified Benefit ~~Optionposition~~ shall be eligible for Short-Term Disability in the same manner as the full benefit ~~optionposition~~.

Section 10 – Dependent Care Assistance Plan and Flexible Spending Account

Employees who select ~~athe~~ Modified Benefit ~~Optionposition~~ shall be eligible to participate in the Dependent Care Assistance Plan and Flexible Spending Account in the same manner as the full benefit ~~optionposition~~.

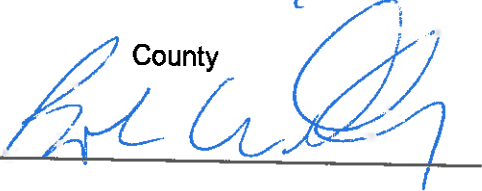
Section 11 – Accidental Death & Dismemberment

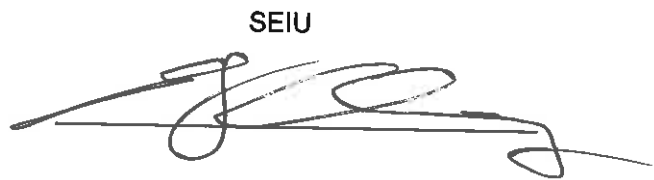
Employees who select ~~athe~~ Modified Benefit ~~Optionposition~~ shall be eligible to participate in the Accidental Death & Dismemberment Plan in the same manner as the full benefit ~~optionposition~~.

Section 12 – Section 125 Premium Conversion Plan

Employees who select the Modified Benefit Option shall be eligible to participate in the Section 125 Premium Conversion Plan in the same manner as the full benefit option.

Date Agreed: 6/7/16

County


SEIU


NON-DISCRIMINATION


SBPEASEIU agrees to represent all employees in this Unit in their employer-employee relations with the County.

Neither the County nor the Union shall discriminate against any employee~~The parties agree that the provisions of this Agreement shall be applied equally to all employees covered hereby without favor or discrimination because of actual or perceived~~ race, color, ancestry, sex, sexual orientation, age, physical or mental disability, medical condition, national origin, political, religion, or labor organization affiliations, or other basis as required by federal, state, or local law.

The parties agree to support and promote the objectives of the County's Equal Employment Opportunity program.

Date Agreed: 10/1/15

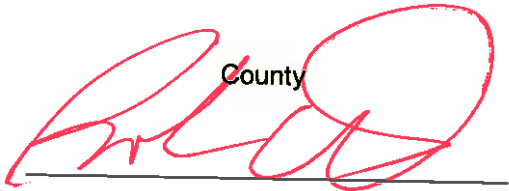
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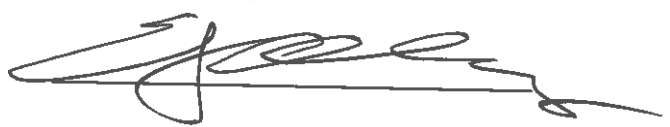

SEIU Local 721


OBLIGATION TO SUPPORT

The parties agree that, subsequent to the execution of this Agreement and during the period of time any tentatively agreed-upon successor, amendment, addition, or deletion to this Agreement is before the Board of Supervisors (i.e., after ratification by the Union but before the Board of Supervisors take action), neither SEIU nor County Administration, nor their authorized representatives, will appear before the Board of Supervisors individually or collectively to advocate any further amendment, addition or deletion to the terms and conditions of this Agreement. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of any tentatively agreed-upon successor, amendment, addition, or deletion to this Agreement in its entirety.

Date Agreed: 10/15/15

County


SEIU Local 721


NOTE: The County agrees to SEIU's proposed language, except for a few minor clarifications highlighted in yellow above, which are consistent with updates agreed to with other bargaining units.

OVERTIME

Section 1—General Provisions

- (a) **Policy** – It is the policy of the County to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the appointing authority to arrange for the accomplishment of workload under their jurisdiction within a reasonable period of time. The County has the right to require overtime to be worked as necessary.
- (b) **Definition** – ~~Unless otherwise provided herein, Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period or, in the case of the PROFESSIONAL, SUPERVISORY and SUPERVISORY NURSES Units, eighty (80) hours during a pay period. For employees in classifications covered by the Fair Labor Standards Act, overtime shall be defined as all hours actually worked in excess of forty (40) hours during a work week pay period.~~ Overtime shall be defined as all hours actually worked in excess of forty (40) hours during a work week pay period. For purposes of defining overtime, paid leave time, excluding sick leave as provided in part “(c)” below, shall be considered as time actually worked; provided, however, ~~that for employees exempt from the Fair Labor Standards Act, for employees in the PROFESSIONAL, SUPERVISORY and SUPERVISORY NURSES Units, time spent attending conferences, seminars and training programs shall not be considered as time actually worked.~~

Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes. Employees shall not accrue leave on overtime. ~~Overtime shall not affect leave accruals. Employees of the Arrowhead Regional Medical Center in the ADMINISTRATIVE SERVICES, CLERICAL, CRAFT, LABOR & TRADES, and TECHNICAL AND INSPECTION Units, with mutual consent of the appointing authority and the employees, may define overtime as hours worked over eight (8) in one day, or eighty (80) in a fourteen (14) day work period.~~

- (c) Sick leave that is not pre-approved and sick leave used by employees on leave restriction shall not be considered as time actually worked for the purpose of calculating overtime. “Pre-approved” shall mean notice (e.g., prescheduled doctor’s appointment or sick leave for bereavement purposes) to management at least forty-eight (48) hours prior to the appointment.
- (d) Employees who have scheduled a pre-approved medical or dental appointment must report to work before and after the medical or dental appointment if there is an opportunity for at least one (1) hour of actual work time.

(e)(e) Overtime Compensation – ~~PROFESSIONAL UNIT~~

Except as provided below, any employee authorized by the appointing authority or authorized representative to work overtime shall be compensated at straight time at the employee’s base rate of pay compensating time off. Cash payment at the employee’s base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or immediately prior to promotion, demotion or termination of employment. Employees covered by the Fair Labor Standards Act shall be compensated for overtime at one and one-half (1-1/2) times the employee’s regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked payable, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

- (c)(f) Variable Work Schedule – ~~With the exception of the PROFESSIONAL, SUPERVISORY and SUPERVISORY NURSES Units, an appointing authority with agreement of an affected employee, may arrange for that individual to take such time off as necessary to ensure that an employee’s actual time worked does not exceed forty (40) hours within any given work period.~~

~~For employees in the PROFESSIONAL, SUPERVISORY or SUPERVISORY NURSES Units, the appointing authority shall have the right to direct an employee to take such time off as is necessary to insure that an employee’s actual time worked does not exceed eighty (80) hours within any given work~~

period, or in the case of Social Service Practitioners and employees covered by the Fair Labor Standards Act, forty (40) hours within a given work week.

(e)(g) Special Provisions — ~~Medical Support~~

~~(1) ADMINISTRATIVE SERVICES UNIT — Employees assigned to the hospital, mental or correctional institutions and who are respiratory therapists, respiratory care practitioners, or pulmonary function specialists shall be compensated for time worked in excess of four (4) hours over and above their regularly scheduled tour of duty at double time rates, i.e., two (2) times the employee's base hourly rate.~~

~~In lieu of cash payment, and upon mutual agreement of the appointing authority and the employee, an employee may accrue compensating time off at premium hours. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of forty (40) hours, or immediately prior to said employee being promoted.~~

(1) Social Service Practitioners

(i) Employees in the classification of Social Service Practitioner authorized by the appointing authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay. Overtime shall be defined as all hours worked in excess of forty (40) hours in a work week. For purposes of ~~defining~~ overtime, paid leave time, excluding sick leave as provided in "(c)" above, shall be considered as time actually worked. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

(ii) In lieu of cash payment, upon request of the employee and approval of the appointing authority, an employee may accrue compensating time off at premium hours. Except as provided below, cash payment at the employee's base rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to promotion, demotion or termination of employment.

(2) Medical Support ~~PROFESSIONAL UNIT~~ — Employees assigned to the hospital, mental or correctional institutions and who are laboratory technologists, physical therapists, occupational therapists, clinical biochemists, dieticians, or respiratory care practitioners shall be compensated for time worked in excess of their regularly scheduled tour of duty or eighty (80) hours per pay period at premium rates, i.e., one and one-half (1-1/2) times the employee's base hourly rate. Further, such employees shall be compensated for time worked in excess of four (4) hours over and above their regularly scheduled shift tour of duty at double time rates, i.e., two (2) times the employee's base hourly rate.

In lieu of cash payment, and upon mutual agreement of the appointing authority and the employee, an employee may accrue compensating time off at premium hours. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or immediately prior to said employee being promoted.

(3) Notwithstanding any other provisions of this Agreement, the Chief Executive Officer may authorize overtime compensation at time and one-half rates for those classifications which receive straight time overtime (including retroactively for emergencies as defined in Section 13.0202 of the County Code) to be paid to any employee in order to carry out the intent of a Board-approved program, to respond to an emergency, or to compensate for hours of work performed above that normally expected of such employee.

Date Agreed: 6/17/16

County


SEIU

PAY PERIOD

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence _____, and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter. The pay period and work week may be adjusted in accordance with FLSA requirements, as applicable. Paychecks shall be issued on the second Wednesday following the end of the preceding pay period.

Date Agreed: 9/24/15


County

SEIU Local 721


PAYROLL ADJUSTMENTS

If an overpayment is made to a County employee, the employee is obligated to repay the amount of overpayment within the time frame the overpayment was received by the employee. In the event of an overpayment totaling twenty-five dollars (\$25) or less, the overpayment will be recovered in one pay period. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the County's Auditor-Controller/Treasurer/Tax Collector. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will generally not be longer than one and one-half times as long as the overpayment period. If the amount owed is greater than the employee's final pay, the Auditor-Controller/Treasurer/Tax Collector shall initiate a process to collect the overpayment from the employee.

In situations involving underpayment to an employee by the County, the employee shall receive the balance due in the next pay period the adjustment can be made, following timely submission of appropriate documentation to the Auditor-Controller/Treasurer/Tax Collector's Office, including necessary approval of the appointing authority and the Director of Human Resources.

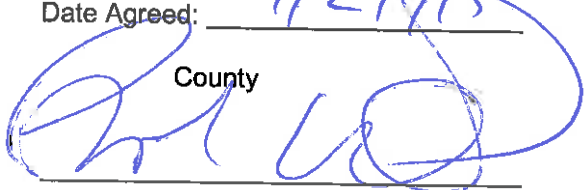
If an employee has been underpaid by seven and one-half percent (7-1/2%) or more of his/her base pay in the immediately preceding pay period, through no fault of his/her own, the employee may request an on-demand warrant to correct the error. Base pay shall be determined by multiplying the employee's base rate of pay by the number of hours in his/her usual work schedule.

The Director of Human Resources must authorize payroll adjustments to correct any payroll errors occurring more than thirteen (13) pay periods prior to the request for payroll adjustment.

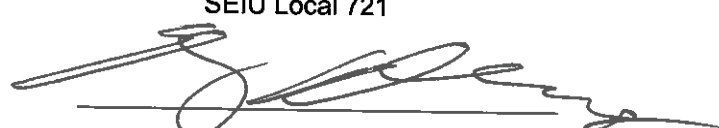
Date Agreed: _____

9/24/15

County



SEIU Local 721

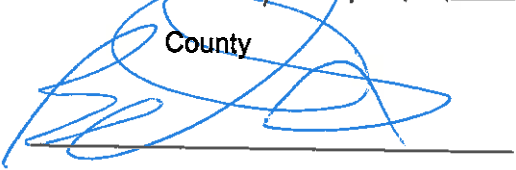


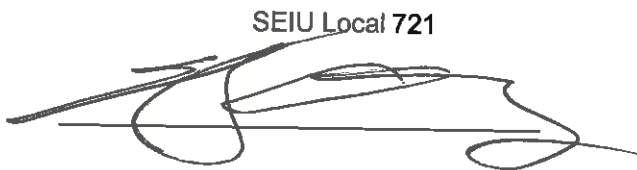
PREAMBLE

The parties to this Agreement affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of County business, and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product to valuing people.

The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

Date Agreed: 3/8/16

County


SEIU Local 721


PROFESSIONAL UNIT
Date _____

PREHEARING DISCUSSIONS

The parties agree that prior to submitting any matter within the appeal jurisdiction of the Civil Service Commission for adjudication, other than disciplinary matters, both parties shall discuss such matters at the earliest moment.


All parties agree to provide full disclosure and to extend good faith efforts to resolve disputes through these discussions.

Upon declaration of impasse by either or both parties, the matter may be submitted to the Civil Service Commission within five (5) working days of such declaration.

Nothing in this Article shall serve to waive the rights of the appellants or their representatives to the appeal procedure due to a lapse of time resulting from such prehearing discussions.

Date Agreed: 10/15/15


County

SEIU Local 721


NOTE: The County agrees to SEIU's proposed Prehearing Discussions language

PROBATIONARY PERIOD AND TRAINEE APPOINTMENTS


Section 1 – Probationary Period

Employees in this unit in non-trainee classifications shall serve a probationary period. The probationary period for employees in such non-trainee classifications shall be 1,600~~2,080~~ hours.

The probationary period ends at the end of the day in which the employee has completed the required number of service hours.

The probationary period will be automatically extended for each hour during which the employee is on military leave or is on leave without pay, including absences while receiving disability payments. In situations where the employee is temporarily performing the duties of a higher level classification, is on modified duty, or is continuously absent for eighty (80) or more consecutive hours while coding sick leave, the probationary period may be extended at the discretion of the appointing authority. Such extension is in addition to the fifteen (15) pay period extension allowed by the Personnel Rules.

Section 2 – Trainee Appointments


A trainee appointment (~~e.g., Social Services Practitioner Trainee~~) is an underfill appointment to a regular position made from an appropriate eligible list of a lower classification for a prescribed period, as provided at the time of appointment, during which the employee must qualify for the higher classification or be terminated.

The original trainee appointment must be made on a competitive basis. During the period of a trainee appointment, the trainee shall be in an at-will status. Appointments to the higher classification (~~e.g., Social Services Practitioner Trainee to Social Services Practitioner II~~) are subject to a probationary period.

Date Agreed: 2/23/16


County



SEIU Local 721


PROFESSIONAL UNIT
County Proposal _____

PROFESSIONAL ENGINEER BONUS

Public Works Engineer II's who possess, or subsequently obtain, a Professional Engineer Certification during the term of this MOU shall be eligible to receive a one-time one thousand dollar (\$1,000) Professional Engineer Bonus, subject to withholdings.

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To receive the Bonus eligible employees shall be required to submit a written request for the Bonus with an attached copy of the Professional Engineer Certification to the Appointing Authority. The Bonus shall be payable as soon as practicable following the Appointing Authorities verification of such written request.

An eligible employee in a regular position who is part-time or job-sharing shall be eligible for a prorated lump-sum payment based on regularly scheduled hours.

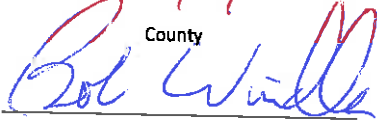
A Public Works Engineer II who has separated from County employment or the Professional Unit for any reason prior to submitting a written request for the Bonus, or who fails to submit a written request for the Bonus prior to the expiration of the MOU, shall not be eligible to receive the Bonus.

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Date Agreed:

6/7/16

County



SEIU Local 721



PROFESSIONAL EXPENSE ALLOWANCE

The County shall make a one-time Professional Expense Allowance payment of one-thousand dollars (\$1,000.00) to full-time employees in regular positions who are in paid status in pay period 26/2017. Employees who are not in paid status shall receive the full allowance upon their return to paid status, provided, however, that the employee returns to paid status during the term of the MOU. An eligible employee in a regular position who is part-time or job-sharing shall be eligible for a prorated lump-sum payment based on regularly scheduled hours.

Date Agreed: 6/7/16

County

Bob Wille

SEIU Local 721

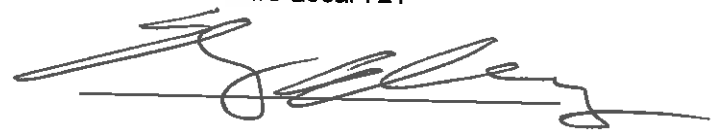
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PROMOTIONS

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or mathematically closest to a five percent (5%) salary increase, whichever is greater; provided that no employee is thereby advanced above the top step of the higher base salary range. At the discretion of the appointing authority and with the approval of the Director of Human Resources ~~or designee~~, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the Director of Human Resources.

Date Agreed: 9/24/15

County


SEIU Local 721


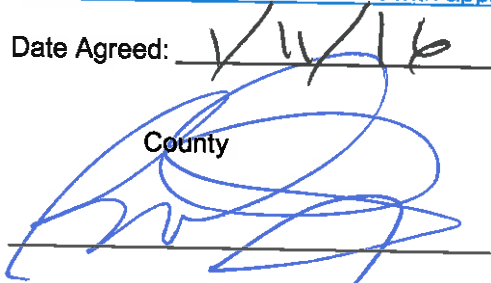
1/6/16

PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all applicable Federal and State laws and regulations and the provisions of the Charter of the County of San Bernardino. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of those Federal, State, or County enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. If any part or provision of this Memorandum of Understanding is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this Agreement shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Memorandum of Understanding that are not in conflict or inconsistent with applicable provisions of Federal, State, or County enactments.

Date Agreed: 1/11/16

County



SEIU Local 721



NOTE: The County accepts SEIU's proposed language highlighted in yellow above and also counterproposes to clarify that the parties shall not initiate legal action to invalidate Articles that are not in conflict with applicable law.

RECRUITMENT AND REFERRAL BONUS PROGRAMS

- (a) General – The County shall make available to appointing authorities Recruitment and Referral Incentive Programs to assist in the recruitment and appointment of qualified individuals into hard-to-recruit regular positions in this Unit, in accordance with the guidelines established herein.
- (b) Program Applicability – Appointing authorities may request authorization to apply the Recruitment and/or Referral Bonus Program(s) to assist in filling regular positions in their departments. To apply, said position/classification must have had historical/demonstrable recruitment difficulty. The Human Resources Director shall have the sole authority to determine the applicability and duration of these program(s) to each requested position/classification and shall certify applicability of the Program(s) for each position, by assignment, department, and beginning and ending dates. Such determinations shall not be subject to the Grievance Procedure, or any other review or appeal. *amount and*
- (c) Recruitment Bonus – An employee hired into a regular position/classification certified for participation in this Program shall be eligible to receive recruitment bonuses in accordance with the following:
- (1) Bonus Amount and Method of Payment – The eligible employee hired into a position/classification certified for participation in the Program shall receive five hundred dollars (\$500.00) upon hire. An additional one thousand dollars (\$1,000.00) shall be paid to the employee upon completion of 2,080 service hours in the position/classification for which the original bonus was granted. Each bonus payment shall be considered taxable income and subject to withholding. *no less than*
 - (2) Limitations and Exclusions
 - (i) No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior the beginning date certified by the Director of Human Resources for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the Director of Human Resources for that classification to be eligible for participation in the Referral Bonus Program. *and no more than one-thousand dollars (\$1,000)*
 - (ii) The bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.
 - (iii) The appointing authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the recruitment bonus. Such determination shall not be subject to review or appeal.
- (d) Referral Bonus – Any employee in a regular position who refers a qualified candidate for a position/classification in this bargaining Unit that has been certified for participation in this Program who is subsequently hired into the regular position may receive a referral bonus in accordance with the following:
- (1) Method of Referral – To be eligible for the referral bonus, the County Application for Employment must contain the name of the referring employee in the appropriate area of the application.
 - (2) Bonus Amount and Method of Payment – The referring employee shall receive a bonus of two hundred and fifty dollars (\$250.00) for each referred candidate actually hired into an eligible regular position. An additional five hundred dollars (\$500.00) shall be paid upon that new

employee's completion of 2,080 service hours. Said bonus shall be considered taxable income and subject to withholding.

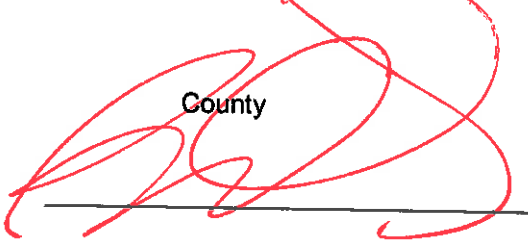
(3) Limitations and Exclusions

- (i) No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior the beginning date certified by the Director of Human Resources for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by the Director of Human Resources for that classification to be eligible for participation in the Referral Bonus Program.
 - (ii) Individuals assigned to employee recruitment as a primary function of their position shall not be eligible to receive this Bonus.
 - (iii) In cases where more than one employee is named as a "referring party," the recruitment bonus shall be equally split between the referring employees.
 - (iv) In cases where the referred employee resigns, transfers out of the eligible position, or is terminated prior to completion of 2,080 service hours, the additional five hundred dollars (\$500.00) shall not be paid.
 - (v) The referral bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.
 - (vi) The appointing authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the recruitment bonus. Such determination shall not be subject to review or appeal.
- (e) This Article may be deleted by the County at the conclusion of this Agreement.

Date Agreed: _____

10/15/15

County



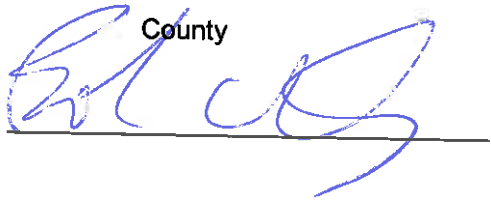
SEIU Local 721



RECRUITMENT/RETENTION SALARY ADJUSTMENT

The Director of Human Resources shall have the sole authority to recommend application of a recruitment/retention salary adjustment for increased compensation only in situations where the Director of Human Resources ~~or designated representative~~ has determined such a need exists. Such recommendation is at the sole discretion of the Director of Human Resources not to exceed the term of the existing Memorandum of Understanding, subject to the Board of Supervisors review and approval.

Date Agreed: 9/24/15

County 

SEIU Local 721


RECURRENT EMPLOYMENT

ALL UNITS — EXCEPT MANAGEMENT

~~A recurrent appointment shall mean an appointment which is made for an indefinite period of time to provide for on-call or intermittent staffing needs related to variable workload/service demands attendant to such things as fluctuating census or population in institutions, special projects, and annually recurring seasonal peak workloads. Recurrent employees may remain on the payroll system year round for an indefinite period of time, and may be scheduled to work as needed over the course of one (1) or more years. Employees may not exceed 1,600 hours in a year without the express approval of the Director of Human Resources. Recurrent employees shall be compensated on an hourly basis only for hours actually worked unless otherwise provided for in this Agreement or required by law. Recurrent employees shall be eligible for step advancement based upon completed service hours and satisfactory service in accordance with the Article "Salary Rates and Step Advancements."~~

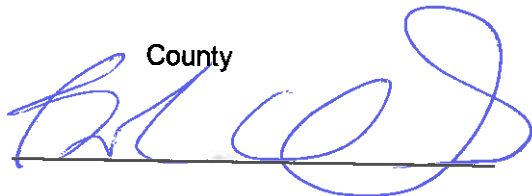
~~Any vacation leave earned by recurrent employees prior to July 12, 2002, shall remain available for the employee's use.~~

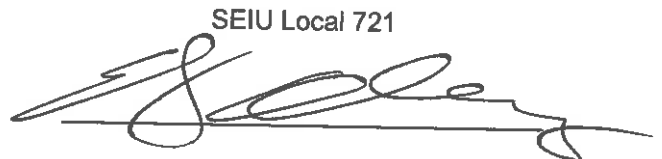
~~Under unusual circumstances and with the approval of the appropriate appointing authority(ies) and the Director of Human Resources, an employee in a regular position may choose to work in a recurrent capacity for the same or another appointing authority and be compensated as such pursuant to this Article, except for any vacation entitlement.~~

~~Recurrent employees shall participate in the County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Said employees shall contribute 5% of the employee's biweekly gross earnings, and the County shall contribute 2.5% of the employee's biweekly gross earnings. The employee's contributions to PST Deferred Compensation shall be automatically deducted from the employee's earnings. Maximum total contributions shall be 7.5% of the employee's maximum covered wages for Social Security purposes. Employees shall enroll in the Plan on forms approved by the Human Resources Division Chief, Employee Benefits & Services. This paragraph shall not apply to any employee who is otherwise covered by the County Retirement System.~~

~~The County shall provide the Association, upon its request, a report each quarter of the department, employees' name, and total hours worked during the year of employees working in a recurrent capacity in SBPEA-represented classifications.~~

Date Agreed: 10/1/15

County


SEIU Local 721


NOTE: The County is agreeable, as proposed by SEIU, to excluding the Recurrent Employment article from a MCU since recurrent employees are not members of the bargaining unit and recurrent employees' terms and conditions of employment are established by ordinance.

REEMPLOYMENT

- (a) A regular employee who has separated County employment, and who is subsequently rehired in the same classification in a regular position within one (1) year (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of salary step, vacation accrual rate, seniority for the purposes of layoff, and sick leave balance (in accordance with the Retirement Medical Trust Fund article) subject to the approval and conditions established by the appointing authority and the Director of Human Resources. Such employees begin accruing vacation and sick leave and may utilize the same immediately.

~~A regular employee in a Modified Benefit position who separated County employment, and who is subsequently rehired in the same classification within one (1) year (i.e., beginning the first day of work by the 365th calendar day), and chooses the Modified Benefit position upon rehire may receive restoration of salary step and PTO accrual rate subject to the approval and conditions established by the appointing authority and the Director of Human Resources. Such employees begin accruing PTO and may utilize the same immediately.~~

~~A regular employee in a Modified Benefit position who separated County employment, and who is subsequently rehired in the same classification within one (1) year (i.e., beginning the first day of work by the 365th calendar day), and chooses the full benefit position upon rehire, may be placed on the step of the range for the full benefit position that is equivalent to his/her step placement prior to separation. For example, an employee at step 5 of the Laboratory Technologist III range of the Modified Benefit position separates County employment and is subsequently rehired in the same classification within one (1) year. If the employee chooses the Laboratory Technologist III full benefit position upon rehire, the employee may be placed at step 5 of the Laboratory Technologist III range of the full benefit position. Such employees may also have their previous service credit with the County restored for the purposes of determining their vacation accrual rate.~~

Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board. The employee shall be required to serve a new probationary period, unless waived by the Director of Human Resources. The employee shall be provided a new date of hire.

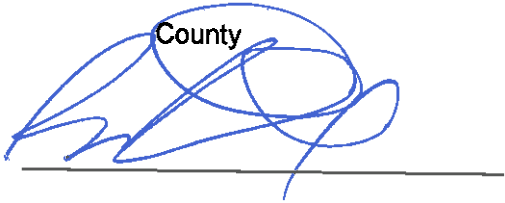
- (b) A regular employee who has separated County employment and who is subsequently rehired to a regular position in the same job family within one (1) year (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of vacation accrual rate, sick leave, seniority for the purposes of layoff, and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leaves and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the Director of Human Resources. The employee shall be provided a new date of hire.

~~A regular employee in a Modified Benefit position who separated County employment, and who is subsequently rehired in the same job family within one (1) year (i.e., beginning the first day of work by the 365th calendar day), and chooses the Modified Benefit position upon rehire may receive restoration of PTO accrual rate and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing PTO and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the Director of Human Resources. The employee shall be provided a new date of hire.~~

~~A regular employee in a Modified Benefit position who separated County employment, and who is subsequently rehired in the same job family within one (1) year (i.e., beginning the first day of work by the 365th calendar day), and chooses the full benefit position upon rehire may have their previous service credit with the County restored for the purposes of determining their vacation accrual rate. Such employees begin immediately accruing vacation and sick leaves and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the Director of Human Resources. The employee shall be provided a new date of hire.~~

(c) For purposes of this Article, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of County employment.

Date Agreed: 1/11/16

County


SEIU Local 721



NOTE: Based on discussions during the 12/16/15 bargaining session, the County proposes that employees who are rehired into the same classification or same job family within one year may receive restoration of seniority for the purposes of layoff. Additionally, the County proposes to move the language struck above in parts (a) and (b) to the County's Modified Benefit Option proposal.

RELOCATION ASSISTANCE

(a) In-Service Relocation Assistance

Employees in regular positions who are required by order of their appointing authority to change their principle place of residence because of a reassignment to meet the needs of the service or because of layoff will be granted time off with pay not to exceed two (2) working days and up to four hundred dollars (\$400.00) reimbursement towards the actual cost of relocating their personal furnishings and belongings.

(b) Recruitment Relocation Assistance

To assist with the recruitment and appointment of qualified individuals to hard-to-recruit positions/classifications, upon request of the appointing authority, the Human Resources Director may authorize reimbursement of a new employee's relocation-related expenses incurred as a result of accepting employment with the County as follows:


Miles Relocated	Maximum Reimbursement
500 - 1,000 miles	\$1,000
1,001 - 2,000 miles	\$2,000
More than 2,000 miles	\$2,500

Such reimbursement may be provided to employees upon initial employment with the County, provided that the employee (1) is appointed to a regular position; (2) submits original receipts documenting expenses incurred; and (3) agrees to remain employed in the regular position for at least twelve (12) months.

If the employee voluntarily resigns employment prior to completion of twelve (12) months service, the employee shall be required to reimburse the County for any payment made under this Article. If the employee fails to reimburse the County, action shall be taken to recover the amount owed via payroll recovery from the employee's final pay.

Date Agreed: 10/15/15


County

SEIU Local 721


NOTE: The County agrees to SEIU's proposed Relocation Assistance language.

PROFESSIONAL UNIT
County Proposal _____

REMOTE ASSIGNMENT INCENTIVE

(a) General - The Appointing Authority may request a Remote Assignment Incentive to assist in the recruitment, appointment, and retention of qualified individuals into position/classifications in remote assignments that have been determined by the County to have historical/demonstrable recruitment and/or retention difficulty.

(b) Program Applicability - The Appointing Authority may request authorization to apply the Remote Assignment Incentive to assist in filling regular positions in remote assignments in their department. The position/classification must be in a remote location and has been determined by the County to have historical/demonstrable recruitment and/or retention difficulty. The Human Resources Director shall have sole authority to determine the applicability, amount, and duration of this incentive program to each requested position/classification in the remote assignment, and shall certify applicability of the incentive program for each position, by assignment, department, and beginning and ending dates. Such determinations shall not be subject to the Grievance Procedure, or any other review or appeal.

(c) Remote Assignment Bonus - An employee hired into a regular position/classification in a remote assignment certified for participation in this program shall be eligible to receive recruitment bonuses in accordance with the following:

(1) Bonus Amount and Method of Payment - Eligible employees who are hired into a position/classification in a remote area certified for participation in the program shall receive five hundred dollars (\$500.00) upon hire and an additional five hundred dollars (\$500.00) upon completion of 2,080 hours in the position/classification at the remote location. Each bonus payment shall be considered taxable income and subject to withholding.

(2) Limitations and Exclusions

(i) No incentive will be paid to any candidate whose name was placed on the eligible list for positions/classifications in the remote assignment prior to the beginning date certified by the Director of Human Resources for that position/classification in the remote assignment to be eligible for participation in the Remote Assignment Incentive Bonus Program. Similarly, no bonus will be paid to any candidate whose name was placed on the eligible list for positions/classifications in the remote assignment after the ending date certified by the Director of Human Resources for that position/classification in the remote assignment to be eligible for participation in the Remote Assignment Incentive Bonus Program.

(ii) The bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation.

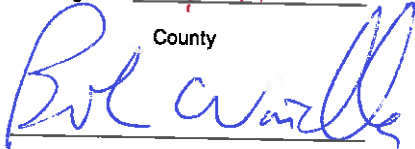
(iii) In cases where the eligible employee resigns, transfers out of the eligible position/classification in the remote assignment, or is terminated prior to completion of the 2,080 service hour period, any unpaid remote assignment bonuses shall not be paid.

(iv) For the purposes of SSP positions, remote assignments may include locations in the high-desert, low-desert, and Needles.

(d) This Article may be deleted by the County at the conclusion of this Agreement.

Date Agreed: 6/7/16

County



SEIU Local 721



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RENEGOTIATION


ALL UNITS

~~In the event either party hereto desires to negotiate a successor Agreement, such party shall serve upon the other during a thirty-one (31) day period commencing 180 days prior to expiration of this Agreement, any written request to commence negotiations, as well as its written proposals for such successor Agreement. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.~~

~~The first order of business shall be negotiation of ground rules which shall establish the form and procedure for exchanging further proposals and counter-proposals.~~

Date Agreed: 10/15/15

County


SEIU Local 721


NOTE: The County agrees to SEIUs proposal to not include a Renegotiation provision in the initial MOU, and to instead follow the existing renegotiation provisions provided in Section 13.0210 of the County's Employee Relations Ordinance.

RESTRUCTURE AND RANGE ADJUSTMENTS

Section 1 - Social Service Practitioner (SSP) Structure and Range Advancement

(a) Range and Level Advancement – The pay period following Board approval of the MOU the County shall establish the following SSP Levels:

- SSP I Level: Trainee level

Employees shall advance from the SSP I to the SSP II after successfully completing the required trainee period, and such advancement shall be considered a promotion. Completed service hours at the SSP I Trainee Level shall not count toward the service hour requirement to advance from the SSP II Level to the SSP III Level.

- SSP II Level: 0 years of County service as a SSP but less than 3 full years of completed County service (i.e., less than 6,240 service hours) as a SSP (or County-approved equivalent classification).

Employees shall automatically advance from the SSP II to the SSP III after completion of 3 full years of completed County service (i.e., completion of 6,240 service hours) as a SSP (or County-approved equivalent classification). Employees shall advance to the step in the SSP III range that represents an approximate two and one-half percent (2.50%) increase.

- SSP III Level: At least three (3) full years of completed County service (i.e., completion of at least 6,240 service hours) as a SSP (or County-approved equivalent classification) but less than eight (8) full years of completed County service (i.e., less than 16,640 service hours) as a SSP (or County-approved equivalent classification).

Employees shall automatically advance from the SSP III to the SSP IV upon completion of eight (8) full years of County service (i.e., completion of 16,640 service hours) as a SSP (or County-approved equivalent classification) and having a Master of Social Work Degree or County-approved equivalent. Employees shall advance to the step in the SSP IV range that represents approximate two and one-half percent (2.50%) increase.

- SSP IV Level: At least eight (8) full years of completed County service (i.e., completion of at least 16,640 service hours) as a SSP (or County-approved equivalent classification) AND a Master of Social Work Degree or County-approved equivalent.

Movement from the SSP IV to the SSP V shall be done through a merit-based competitive process, and shall be considered a promotion.

- SSP V Level (Senior SSP): At least two (2) full years of completed County service (i.e., at least 4,160 service hours) as a SSP (or County-approved equivalent classification) AND a Master of Social Work Degree or County approved equivalent.

As noted above, movement from the SSP IV to the SSP V shall be done through a merit-based competitive process, and shall be considered a promotion.

(b) Step Advancement Within Each Level – Employees who automatically advance to a higher level and range (i.e., from SSP II to SSP III and from SSP III to SSP IV) shall be eligible to advance to the next step, if applicable, following completion of 2,080 service hours from their most recent

merit advancement (i.e., service hours will not reset for the purposes of receiving the next merit advancement).

(c) Advancement from the SSP I to SSP II and from the SSP IV to SSP V shall be considered a promotion and made in accordance with the Promotions article (e.g., approximate five percent increase, etc.).

Section 2 - Initial Placement of SSPs Following the SSP Restructure

(a) SSPs in the Professional Unit on the date of Board approval of the MOU shall be placed at the following Levels effective the pay period following Board approval of the MOU:

- SSPs Without a Master of Social Work on the Date of Board Approval of the MOU

- SSPs without a MSW or County-approved equivalent and less than three (3) full years of combined completed County service as an SSP shall be initially placed at the SSP II Level and maintain their current hourly rate.

- SSPs without a MSW or County-approved equivalent and more than three (3) full years of combined completed County service as an SSP shall be initially placed at the SSP III Level on a step that represents an approximate 2.5% increase above their base hourly rate prior to Board approval (but inclusive of the 7% salary restoration, if applicable).

- SSPs With a Master of Social Work on the Date of Board Approval of the MOU

- SSPs with a MSW or County-approved equivalent and less than three (3) full years of combined completed County service as an SSP shall be initially placed at the SSP II Level and maintain their current rate.

- SSPs with a MSW or a County-approved equivalent and more than three (3) full years of combined completed County service as an SSP but less than 8 full years of completed service as an SSP shall be initially placed at the SSP III Level on a step that represents an approximate 2.5% increase above their base hourly rate prior to Board approval (but inclusive of the 7% salary restoration, if applicable).

- SSPs with a MSW or a County-approved equivalent and more than eight (8) full years of combined completed County service as an SSP shall be initially placed at the SSP IV Level on a step that represents an approximate five percent (5.0%) increase above their base hourly rate prior to Board approval (but inclusive of the 7% salary restoration, if applicable).

- Senior SSPs

- Senior SSPs shall maintain their current step placement (but inclusive of the 7% salary restoration, if applicable) in the Senior SSP classification (SSP V Level).

(b) Following an employee's initial placement as provided in section 2(a) above, employees shall be eligible to advance to the next step, if applicable, following completion of 2,080 service hours from their most recent merit advancement (i.e., service hours will not reset for the purposes of receiving the next merit advancement). Employees shall be eligible to advance to the next Level, if applicable, as provided in section 1 of this Article. For example, the pay period following Board approval of the MOU a SSP with a MSW who has completed seven and one-quarter (7.25) years of County service as a SSP (i.e., 15,080 service hours) shall be initially placed at the SSP III Level on a step that represents an approximate 2.5% increase above their base hourly rate prior to Board approval (but inclusive of the 7% salary restoration, if applicable). Following the employee's initial placement at the SSP III Level, the employee shall advance to the SSP IV Level upon completion of an additional

1,560 service hours at the SSP III Level because the employee has a MSW and now has the required eight (8) full years of service as a SSP (i.e., 16,640 service hours). The employee shall advance to the step in the SSP IV range that represents an approximate 2.5% increase.

Section 3 - Range Adjustments

Effective July 21, 2018 the County proposes to eliminate the current step 1 of the Ranges for the SSP III, SSP IV, SSP V, Dietitian, Occupational Therapist II, Physical Therapist II, Pediatric Rehab Therapist, and Speech Therapist, and then add a new top step to each range. The new top step for the SSP III and SSP IV shall be approximately one and one-quarter percent (1.25%), and the new top step for the SSP V, Dietitian, Occupational Therapist II, Physical Therapist II, Pediatric Rehab Therapist, and Speech Therapist shall be approximately two and one-half percent (2.50%).

Employees who are at the existing top step on that date and have completed 2,080 service hours at that step and received a "Meets Job Standards" or above on their most recent Work Performance Evaluation (WPE) in the 12 consecutive months prior to the effective date of the new top step, are eligible to advance on July 21, 2018.

All other employees shall be placed on the step in the range that represents their then-current hourly rate. Following placement at that step the employee shall be eligible to advance to the next step, if applicable, upon completion of 2,080 service hours from their most recent merit advancement (i.e., service hours will not reset for the purposes of receiving the next merit advancement).

Section 4 – Telecommuting

Any CFS SSP who has completed his or her probation period may request to telecommute in accordance with County policy. Management will select those persons to participate in the telecommuting program, and determine the parameters of the program. All employees will be deemed eligible to participate in telecommuting unless management determines that the individual employee cannot effectively telecommute because of his/her skills, experience or prior performance. It is agreed that telecommuting is a voluntary program and participation can be terminated at any time by either management or the participating employee.

Section 5 – Children and Family Services Labor Management Committee

Preamble: It is the goal of the parties during the term of this Agreement to: 1) increase the overall number of case-carrying SSPs within CFS, 2) reduce the average level of cases and referrals assigned to CFS SSPs, and 3) to assign caseloads more equitably so that SSPs will not have significantly higher caseloads than other workers on the same type of assignment performing similar tasks.

Therefore, the County shall establish a CFS Labor Management Committee

Committee: The Committee shall consist of up to seven (7) labor representatives and up to seven (7) management representatives.

Meetings: The Committee shall meet up to once monthly at the request of either party to discuss the issues related to CFS and child welfare.

Data: The County shall provide to SEIU at the beginning of each month in excel format the following information: 1) a list of vacant, unfilled CFS SSP positions, 2) a list of case carrying CFS SSPs who have separated their employment from the County, including the reason for the separation (if known), and 3) the total number of cases and referrals assigned to each CFS SSP.

Reopener: Between six (6) months and one (1) year following Board approval of the MOU SEIU shall have the sole authority to re-open this article to meet and confer with management on caseloads and workloads.

Section 6 - Psychiatrist Series

The pay period following Board approval of the MOU, the County shall establish a Psychiatrist series with the base salary ranges and rates as provided below:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>Psychiatrist I</u>	<u>\$ 106.98</u>	<u>\$ 109.11</u>	<u>\$ 112.16</u>	<u>\$ 115.03</u>	<u>\$ 117.76</u>	<u>\$ 120.78</u>	<u>\$ 123.87</u>
<u>Psychiatrist II</u>	<u>\$ 112.16</u>	<u>\$ 115.03</u>	<u>\$ 117.76</u>	<u>\$ 120.78</u>	<u>\$ 123.87</u>	<u>\$ 126.89</u>	<u>\$ 130.15</u>
<u>Child Psychiatrist</u>	<u>\$ 120.78</u>	<u>\$ 123.87</u>	<u>\$ 126.89</u>	<u>\$ 130.15</u>	<u>\$ 133.23</u>	<u>\$ 136.65</u>	<u>\$ 140.15</u>
<u>Psychiatrist III</u>	<u>\$ 123.87</u>	<u>\$ 126.89</u>	<u>\$ 130.15</u>	<u>\$ 133.23</u>	<u>\$ 136.65</u>	<u>\$ 140.15</u>	<u>\$ 143.16</u>

*Note: The above salary ranges do not include the initial two percent (2%) across the board wage increase.

The County and SEIU shall meet and confer to establish the job descriptions of Psychiatrists.

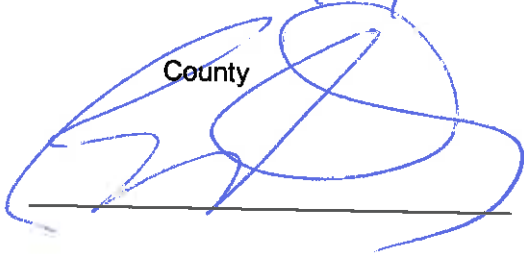
Effective July 23, 2016 Psychiatrists shall be placed on a step of one of the above ranges that represents at least an approximate five percent (5.0%) increase above their base hourly rate prior to Board approval of the MOU (but inclusive of the 7% salary restoration, if applicable) in lieu of receiving SAC Pay. All Psychiatrists shall be reclassified and placed on a respective step according to attachment A.

Following placement at that step the employee shall be eligible to advance to the next step, if applicable, upon completion of 2,080 service hours from their most recent merit advancement (i.e., service hours will not reset for the purposes of receiving the next merit advancement).

Date Agreed: _____

6/17/16

County



SEIU Local 721



RETENTION INCENTIVE

Eligibility.

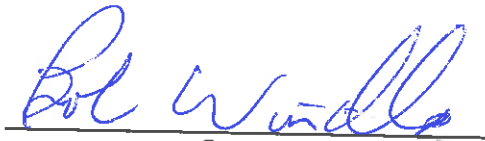
Employees who are in one of the classifications listed below on the date of Board approval of the MOU, continuously remain in the Unit in such classification or classification series for three years following Board approval of the MOU, and are in paid status in pay period 15/2019, shall receive a lump-sum payment of one thousand dollars (\$1,000.00) on or about July 17, 2019.

- Social Service Practitioners
- Psychiatrists
- Clinical Therapist I / II
- Environmental Health Specialists I / II / III, who were in the Unit prior to January 1, 2016

Special Provisions.

- (i) Eligible employees who are part-time or job-sharing shall receive a prorated retention incentive payment based on regularly scheduled hours.
- (ii) An eligible employee who is not in paid status in the pay period for which the incentive payment is paid shall not be eligible to receive the one-time incentive.
- (iii) An employee who has separated from County employment for any reason, who does not continuously remain in the classification or classification series, or who is no longer in a Professional Unit position for any reason, prior to the pay period for which an incentive payment is paid shall not be eligible to receive the payment.

Date Agreed: 6/7/16



County



SEIU Local 721

RETIREMENT MEDICAL TRUST FUND

A Retirement Medical Trust Fund has been established for eligible employees.

The Trust is administered by a Board of Trustees who manages resources of the Trust and determines applicable administrative fees for managing the Trust Fund. The Trustees insure that payments of qualified medical expenses incurred by retirees or their eligible dependents are properly reimbursed. The Trust will establish individual accounts for each participant who will be credited with earnings/losses based on the investment performance of the participant's individual account. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions for the County. All of the distributions from the Trust Fund made to retirees or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including medical and other eligible insurance premiums) will also be non-taxable to the retiree or the retiree's eligible dependent(s).

The Trust is a Voluntary Employees Benefit Association (VEBA) and will comply with all of the provisions of Section 501(c)(9) of the Internal Revenue Code.

Section 1 – Sick Leave Conversion Eligibility

Eligible employees are those employees with 1) ten (10) or more years of participation in the San Bernardino County Employees' Retirement Association (SBCERA) or 2) those who receive a disability retirement.

Participation in other public sector retirement system(s) may also be counted towards the ten (10) year requirement provided that the employee is also a participant in SBCERA and did not withdraw their contributions from the retirement system(s). Those eligible employees with ten (10) or more years of combined contributions to SBCERA and other public sector retirement system(s) must complete a Prior Service Credit Request form and submit it to the Retirement Medical Trust Plan Administrator for approval. A letter from the public sector retirement system(s) confirming that contributions have not been withdrawn must accompany the form.

Section 2 – Sick Leave Conversion Formula

All eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, upon separation from employment with the County for reasons, other than death, in accordance with the conversion formula table below:

Amount of Remaining Sick Leave Hours	Cash Formula Value
480 or less	30%
481 to 600 hours	35%
601 to 720 hours	40%
721 to 840 hours	45%
841 to 1,200 hours	60%

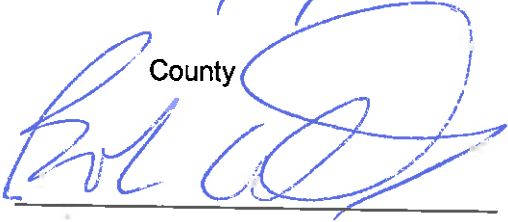
Section 3 – County Contributions

The County will contribute, on behalf of employees with more than ten (10) years of continuous County service in a regular position, an amount equal to one percent (1.0%) of such employees' base biweekly salary to the Trust. Employees who have completed more than fifteen (15) years of continuous County service in a regular position shall have an amount equal to one and one-quarter percent (1.25%) of their base biweekly salary contributed to the Trust by the County. Employees who have completed more than twenty (20) years of continuous County service in a regular position shall have an amount equal to one and one-half percent (1.5%) of their base biweekly salary contributed to the Trust by the County. Contributions to the Trust shall not be considered earnable compensation.

Section 4 – Death

Upon the death of an active employee with ten (10) years of continuous service from the most recent date of hire in a regular position, the estate of a deceased employee will be paid for unused sick leave balances according to the sick leave conversion formula tables of Section 2 of this Article.

Date Agreed: 6/13/16

County 

SEIU Local 721



RETIREMENT SYSTEM CONTRIBUTIONS

Section 1 – Eligibility

Under the provisions of the County Employee's Retirement Law of 1937, all employees in regular positions who are scheduled to work for a minimum of forty (40) hours per pay period shall become members of the San Bernardino County Employees' Retirement Association (SBCERA).

Exception: Employees first hired at age 60 or over may choose not to become a member of SBCERA at the time of hire. If this election is made, the employee will participate in the County's PST Deferred Compensation Retirement Plan. Said employee shall contribute seven and one-half percent (7.5%) of the employee's biweekly gross earnings ~~and the County shall contribute two and one-half percent (2.5%) of the employee's biweekly gross earnings.~~ The employee's contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from employee's earnings. ~~Maximum total contributions shall be seven and one-half percent (7.5%) of the employee's maximum covered wages for Social Security purposes.~~ Employees shall be automatically enrolled in the Plan upon notification from the Board of Retirement that the employee has opted out of SBCERA membership. ~~Employees who made the election not to be a member of the SBCERA prior to December 30, 2000, and were receiving the County's seven percent (7%) pick up in cash as described in Section 2 of this Article, shall continue to receive the seven percent (7%) retirement pick up. Employees who make this election on or after December 30, 2000, shall not be provided the pick up as described in Section 2.~~

Section 2—County Contributions

~~ALL UNITS—EXCEPT SUPERVISORY NURSES~~

~~For all eligible employees hired into a regular position prior to July 15, 2008, the County will pick up a portion of the employees required contribution to the San Bernardino County Employees' Retirement Association in the amount of seven percent (7%) of the employee's earnable compensation as defined in the San Bernardino County Retirement Board bylaws.~~

~~For all eligible employees hired into a regular position on or after July 15, 2008, the County will pick up a portion of the employees required contribution to the San Bernardino County Employee's Retirement Association in the amount of seven percent (7%) of the employee's earnable compensation as defined in the San Bernardino County Retirement Board bylaws after completion of five (5) years of continuous service in a regular position.~~

~~The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pickup as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.~~

~~If the employee designates the pickup as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar; and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.~~

~~If the employee does not file a designation, the contributions shall be made as employee contributions. Employees receiving Retirement System contributions under the Benefit Plan in effect prior to the effective date of this Article shall continue to have contributions under this Article applied (as employer or employee contributions for retirement purposes) in the same manner as previously applied for the employee until a revised designation is made by the employee.~~

Any dollars which are remaining after all retirement system obligations are fully satisfied shall be paid to the employee in cash.

SUPERVISORY NURSES

For all eligible employees with a County hire date prior to June 12, 2007, the County will continue to pick up a portion of the employees required contribution to the San Bernardino County Employees' Retirement Association in the same amount as the employee was receiving prior to June 12, 2007, up to seven percent (7%) of the employee's earnable compensation as defined in the San Bernardino County Retirement Board bylaws. For all eligible employees with a County hire date after June 12, 2007, the County will pick up a portion of the employees' required contribution in accordance with the following schedule:

0 Through 4,160 Service Hours (2 years of County Service)	Over 4,160 Through 10,400 Service Hours (3 Through 4 Years of County Service)	Over 10,400 Service Hours (5 Years of County Service)
2.5%	5%	7%

EXAMPLE 1 — A registered nurse currently employed with the County with a date of hire prior to June 12, 2007, and who is currently receiving a 7% contribution promotes to a position in the Supervisory Nurses Unit. The employee will continue to receive the same 7% County contribution.

EXAMPLE 2 — A registered nurse currently employed with the County with a date of hire prior to June 12, 2007, and who is currently receiving a 2.5% contribution promotes to a position in the Supervisory Nurses Unit. The employee will continue to receive the same 2.5% County contribution will go to 5% at over 4,160 completed service hours to include the time spent as a registered nurse with the County.

EXAMPLE 3 — A registered nurse is hired from outside of the County and has a date of hire after June 12, 2007. The employee will receive a 2.5% County contribution.

The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pickup as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pickup as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar; and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.

If the employee does not file a designation, the contributions shall be made as employee contributions. Employees receiving Retirement System contributions under the Benefit Plan in effect prior to the effective date of this Article shall continue to have contributions under this Article applied (as employer or employee contributions for retirement purposes) in the same manner as previously applied for the employee until a revised designation is made by the employee.

Any dollars which are remaining after all retirement system obligations are fully satisfied shall be paid to the employee in cash.

Section 23 – Remaining Employee Contributions

Any employees shall pay all required employee Retirement System contributions to the San Bernardino County Employees' Retirement Association obligations which are not paid by the application of Section 4 of this Article shall be "picked up" for tax purposes only pursuant to this Section.

The County shall restore the 7% salary reduction for those employees in the Professional Unit who, prior to Board approval of the MOU, were receiving the 7% County pick-up of the employee share of retirement contributions, effective upon the elimination of such County retirement pick-up.

Employee Retirement System contributions shall be "picked up" for tax purposes only pursuant to this Section. The Auditor/Controller/Treasurer/Tax Collector ~~Recorder~~ has ~~shall~~ implemented the pick-up of such Retirement System contributions under Internal Revenue Code Section 414(h)(2) ~~effective with the earnings paid and contributions made on and after the effective date of this Article.~~

The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pick-up as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pick-up as employee contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of one dollar and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.

If the employee does not file a designation, the contributions shall be made as employee contributions. However, if the employee made a designation at a previous open enrollment then that designation shall continue to be applied.

Employees hired on or after January 1, 2013 cannot choose to designate retirement system contributions as employer contributions. For such employees, all contributions shall be designated as employee contributions.

The County shall make member contributions under this Section on behalf of the employee, which shall be in lieu of the employee's contributions, and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom the County picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the County under this Section shall be treated as compensation paid to County employees for all other purposes. ~~County paid employer contributions to the County's Retirement System under this Section shall be paid from the same source of funds as used in paying the salaries of the affected employees. -No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System. Upon retirement or separation, all contributions picked up under this Section will be considered for tax purposes as employer-paid contributions.~~

Contributions under this Section shall be applied (as all employer or all employee contributions with the same value and restrictions) for Retirement System purposes in the same manner as the contributions under Section 1 of this Article.

Section 4 – Special Provisions

Employees with at least twenty-five (25) years of service as set forth in Government Code section 31625.3 as of the June 28, 2014 who either had or thereafter attain thirty (30) years of service credit as set forth in Government Code section 31625.3 and no longer make retirement contributions under the provisions of the County Employees' Retirement Law of 1937, shall have one opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods. Such payments may begin no sooner than the pay period following Board of Supervisors approval of this agreement.

~~Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employees' Retirement Law of 1937, shall be paid in cash seven percent (7%) of earnable compensation as defined by the bylaws of the Retirement Board.~~

The provisions of this Article shall be applied each pay period.

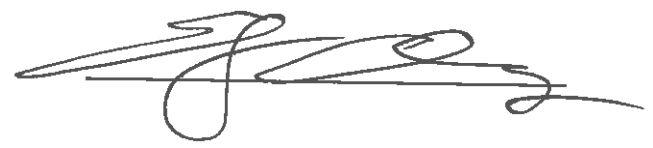
Section 5 – Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees Retirement Association (SBCERA)

Survivor benefits are payable to employed general retirement members with at least 18 months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee biweekly contribution will be paid to SBCERA as provided in annual actuarial study.

Date Agreed: 6/17/16

County


SEIU Local 721



RETURN-TO-WORK COMPENSATION

Section 1 – Purpose

Return-to-work compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are ~~three~~ two (2) types of return-to-work compensation covered by this Article: ~~on-call~~, standby, and call-back. Assignment and approval of return to work compensation shall be made by the appointing authority or designee based upon the needs of the service.

Section 2 – On-Call Compensation

- ~~(a) This Section shall not apply to employees in the Professional, Supervisory or Supervisory Nurses Units.~~
- ~~(b) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed thirty (30) minutes.~~
- ~~(c) Employees assigned to be on-call shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. Employees can also be given a designated time of more than one (1) hour to report by the appointing authority or designee.~~
- ~~(d) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes.~~
- ~~(e) On-call duty shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) for each full hour of duty or portion thereof. On-call time shall not count as hours worked.~~
- ~~(f) The employee shall not receive on-call compensation once the employee begins work.~~

Section 2.3 – Standby Compensation

- (a) Standby duty requires the employee to return a call or page as soon as practicable but not to exceed ten (10) minutes.
- (b) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, the employee shall arrive at the work site no later than the time it takes to commute between the employee's home and the work site. Employees can also be given a designated time to report by the appointing authority or designee.
- (c) ~~For e~~ Except as otherwise provided herein, e ~~Employees in the Professional, Supervisory and Supervisory Nurses Units, standby duty shall be compensated at the rate of \$3.50 for each full hour of duty or portion thereof. For employees in the Professional, Supervisory and Supervisory Nurses Units,~~ s Standby duty shall not count as hours worked.
- (d) ~~The classification of Social Service Practitioners~~ s shall be compensated at the rate of \$3.50 for each full hour of standby duty or portion thereof, except when required to respond to a "critical incident." "Critical incidents" are those incidents for each "critical" standby shift. For a "critical" standby shift, defined as a shift where the employee was which require the employee d to report immediately to the field upon being called to perform a service which could not be delayed until the next normal working day and is so critical as to frequently mean the difference between life and death. When called to respond to a "critical incident," the employee shall receive be "critical shift" standby compensation compensated at the rate of \$5.15 for each full hour of standby duty or portion thereof. For example, if a Social Service Practitioner is assigned a 13 hour standby shift and responds to a critical incident in the field where he/she performs 4 hours of work, the employee would code 9 hours of "critical shift" standby duty, 1 occurrence of call-back (i.e., 1CBK) and 4 hours of call-back worked (i.e., 4 CBW) in accordance with Section 3(b) of this Article. "Critical shift" s Standby duty shall not count as hours worked.
- ~~(e) For employees in the Administrative Services, Clerical, Craft, Labor & Trades, and Technical and Inspection Units,~~
- ~~(e) For classifications covered by the Fair Labor Standards Act (FLSA) standby duty pay shall be compensated at the Federal minimum wage as provided by the Department of Industrial Relations for each full hour of standby duty or portion thereof. Standby hours under this provision shall count as hours worked for overtime purposes.~~

Examples of application of this provision for computing overtime:

Employee earning \$15.00 per hour works 40 hours in a work period, plus 20 hours of standby.

40 x \$15.00 (base salary rate)¹ = \$600.00

20 x \$ 8.00 (standby minimum wage*) = \$160.00

\$600.00 plus \$160.00 = \$760.00 divided by 60 hours worked (regular rate of pay)²
= \$12.67

Pay for this week should be:

40 hours regular pay = \$600.00

20 hours standby x \$8.00 per hour = \$160.00

20 hours overtime (\$12.67 x .5) = \$126.70

Total \$600.00 plus \$160.00 plus \$126.70 = \$886.70

¹Base salary rate is defined in Salary Adjustment, Section 2.

²Regular rate of pay is defined within the requirements of the Fair Labor Standards Act to include all remuneration for employment paid to the employee. When more than one rate of pay is paid for hours worked, the regular rate of pay is calculated using the weighted average of the rates of pay.

*This is an example only and may not contain the current State minimum wage.

(f) The employee shall not receive standby compensation once the employee begins work.

Section 34 -- Call-Back Compensation

(a) Call-back pay is used when an employee in a regular position returns to active duty and the work site at the request of the appointing authority or designee after said employee has been released from active duty and has left the work site. An employee need not be assigned to ~~on-call or~~ standby duty to receive call-back compensation.

(b) An employee who is eligible for call-back compensation should code the call-back occurrence(s) when submitting his/her time sheet (e.g., eTime) and any hours worked after being called back. For example, if an employee is called back to work one (1) time and worked three (3) hours after returning to work, the employee would code one (1) occurrence of call-back (i.e., 1CBK) and three (3) hours of call-back worked (i.e., 3 CBW).

~~(b)~~(c) Call-back compensation shall be paid in the following manner. The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the Article on "Overtime."

~~(e)~~(d) Employees shall not be eligible for call-back pay in the following situations: (1) special ~~shifts~~ shifts ~~tours of duty~~ scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled shift ~~tour of duty~~; or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be accumulative and shall be considered as time actually worked for the purposes of the Article on "Overtime."

Date Agreed: 01/31/16

County

SEIU

NOTE: The County's proposed language represents the status quo practice and administration of the Article.

SALARY ADJUSTMENTS

Rw SO
A) Restoration of Salary

Effective July 9, 2016, the
County shall restore the 7% salary reduction for those employees in the Professional Unit who, prior to Board approval of the MOU, were receiving the 7% County pick-up of the employee share of retirement contributions, effective upon the elimination of such County retirement pick-up.

B) New Top Step

Effective the first pay period following Board approval of the MOU, the County shall add a new top step at approximately two and one-half percent (2.5%) above the current top step for journey level and above classifications, excluding trainee and Psychiatrist classifications. Employees who are at the existing top step on that date and have completed 2,080 service hours at that step and received a "Meets Job Standards" or above on their most recent Work Performance Evaluation (WPE) in the 12 consecutive months prior to the effective date of the new top step, are eligible to advance on that date.

Employees who would have otherwise met the eligibility requirement (i.e., completed 2,080 service hours at the top step) who did not receive a "Meets Job Standards" or above on their most recent WPE in the 12 consecutive months prior to the effective date of the new top step, will advance to the new top step when they receive a "Meets Job Standards" on the WPE following the creation of the new top step.

Employees who are at the existing top step on the date of Board approval of the MOU, who have completed 2,080 service hours at that step, and who have not received a WPE in the previous 12 consecutive months prior to the effective date of the new top step, but who subsequently receive at least a "Meets Job Standards" WPE, shall be eligible to advance to the new top step retroactive to the designated step advance eligibility date.

C) Across-the-Board Salary Increases

- 2.00% - Effective July 9, 2016 the County shall provide all classifications covered by the MOU with a two percent (2.00%) across the board salary increase.
- 2.00% - Effective July 22, 2017 the County shall provide all classifications covered by the MOU with a two percent (2.00%) across the board salary increase.
- 3.00% - Effective July 21, 2018 the County shall provide all classifications covered by the MOU with a three percent (3.00%) across the board salary increase.

Date Agreed: 6/17/16

County



SEIU Local 721



SALARY RATES AND STEP ADVANCEMENTS

New employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established if justified by recruitment needs through step ~~75~~ with the approval of the appointing authority and through top step ~~14~~ with the approval of the Director of Human Resources ~~or designee~~.

Within the base salary range, all step advancements will be made at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval for advancement shall be based upon completion of required service hours in the classification, satisfactory work performance and appointing authority recommendation. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Article, "Merit Advancements."

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to eighty (80) hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step advancements.

~~a) Step Advancements — Except during FY 2010/11 and FY 2011/12 as provided in b) below, employees hired into a Regular Bargaining Unit Position Prior to July 15, 2008: Step advancements within a base salary range shall be based upon two (2) step increments or approximately five percent (5%). The employee shall be eligible for the first step advancement after completion of 1,040 service hours and subsequent step advancements after completion of 2,080 service hours.~~

EXAMPLE:

Hire Step	1	4
After 1040 hours*	2	6
After additional 2080 hours*	3	8
After additional 2080 hours*	4	1
After additional 2080 hours*	5	4
After additional 2080 hours*	6	7

~~*Assumes satisfactory work performance and appointing authority recommendation.~~

~~b) Step Advancements - Employees Hired Into a Regular Bargaining Unit Position On or After July 15, 2008 and ALL employees receiving step advancements during FY 2010/11 thru FY 2011/12: Step advancements within a base salary range shall be based upon one (1) step increment, approximately two and one half percent (2.5%). The employee shall be eligible for the first step advancement after completion of 1,040 service hours and subsequent step advancements after completion of 2,080 service hours.~~

EXAMPLE:

STEP ADVANCEMENT	Step	Range
Hire Step	1	R6030
After 1040 hours*	2	
After additional 2080 hours*	3	
Promotion to higher classification** (mathematically closest to approx. 5% or step 1 of new range whichever is greater)	31	R6332
After 1040 hours*	4	
After additional 2080 hours*	5	

*Assumes satisfactory work performance and appointing authority recommendation

**Pursuant to Promotions Article

The Director of Human Resources ~~or designee~~ may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity. The Director of Human Resources ~~or designee~~ may authorize the adjustment of the salary step or salary rate of an

employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

PROFESSIONAL UNIT

(a) Classifications on Extended Ranges – The classifications of Clinical Therapist Pre-Licensed, Clinical Therapist I, Clinical Therapist II, Medical Therapy Specialist, Pediatric Rehabilitation Therapist, and Pre-Registered Pediatric Rehabilitation Therapist are currently on extended ranges. Effective the pay period following Board approval of this Memorandum of Understanding, the salary range placement for those classifications will be as follows:

Clinical Therapist Pre-Licensed* (MFT1, ASW, PCC)	Range 50T
Clinical Therapist I (LMFT, LCSW, LPCC)	Range 55
Clinical Therapist II (LMFT, LCSW, LPCC)	Range 57
Medical Therapy Specialist	Range 68
Pediatric Rehabilitation Therapist	Range 62C
Pre-Registered Pediatric Rehabilitation Therapist	Range 51T

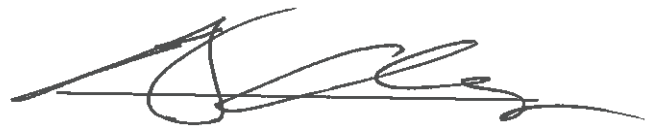
Employees in these classifications shall be placed on the step in the numbered range that is closest to their current salary rate. However, if the rate that is closest to their current salary rate is less than their current salary rate, the employees shall be X-stepped until their next scheduled Work Performance Evaluation which reflects at least a "Meets Standards" at which time the employees shall advance to the next step of the range.

Following placement at that step the employee shall be eligible to advance to the next step, if applicable, upon completion of 2,080 service hours from their most recent merit advancement (i.e., service hours will not reset for the purposes of receiving the next merit advancement).

~~New employees may be hired at any step within the range as indicated above, dependent upon an evaluation of the labor market for this occupation. Merit advancements of approximately 5% (approximately 2 ½% for those employees hired after the date of the Board of Supervisors approval) one step will occur on the same schedule set forth in this Article Agreement Article "Salary Rates and Step Advancements" to a maximum of five (5) merit advancements within a classification (a maximum of ten (10) merit advancements within a classification for employees hired after the date of the Board of Supervisors approval) not to exceed the final step of the range.~~

Date Agreed: 6/13/14

County


SEIU Local 721


SECTION 125 PREMIUM CONVERSION PLAN

- (a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for ~~health-medical~~ insurance, dental insurance, vision insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.
- (b) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.
- (c) To be eligible for the Section 125 Premium Conversion Plan, ~~this benefit,~~ an employee must be eligible to participate in medical, dental, vision, AD&D, and/or life insurance and have a premium deduction for any of the benefit plans in a regular position and be regularly scheduled to work at least forty (40) hours in a pay period or be on an approved leave pursuant to the Family Medical Leave Act.
- (d) Election of pre-tax salary reductions and after-tax payroll deductions shall be made within ~~thirty-onesixty~~ (3160) days of the initial eligibility period in a manner and on such forms designated by the ~~Human Resources~~ Employee Benefits and Services Division ~~Chief~~. Failure to timely submit appropriate paperwork will result in after-tax payroll deductions for all eligible premiums for the remainder of the Plan year.
- (e) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Section 125 Plan Document. ~~Examples of mid-year qualifying events include: marriage, divorce, birth, adoption, death, over age dependent, loss of student status, you or your spouse's or domestic partner's reduction in work hours, loss of spouse's or domestic partner's employment, gain or loss of spouse's or domestic partner's insurance, relocation outside an HMO network service area, entitlement to Medicare for you or your dependent, significant increase in County insurance cost during the Plan year, loss or gain of Medicare or Medicaid coverage and spouse's, domestic partner's or dependent's open enrollment.~~ The employee must submit request for a change due to a mid-year qualifying event within ~~thirty-onesixty~~ (3160) days of the qualifying event. The ~~Human Resources~~ Employee Benefits and Services Division ~~Chief, or designee,~~ will authorize changes as long as the change is made on account of and consistent with an employee's change in status.

Date Agreed: 10/1/15

County

SEIU Local 721

SHORT-TERM DISABILITY


- (a) The County agrees to pay the premium for short-term disability insurance for the plan selected and administered by the County for all employees in regular positions budgeted for forty (40) or more hours per pay period who have completed at least two (2) pay periods of continuous service, each with a minimum of one-half plus one hour of scheduled hours of regular paid time.

- (b) The short-term disability insurance plan benefit coverage shall include a provision for a ~~seventy~~ thirty (730) consecutive calendar day waiting period from the first day of disability before benefits begin. Following the waiting period, benefits would begin on the ~~eighth~~ thirty-first day and shall be fifty-five percent (55%) of base salary up to a weekly maximum established by the State of California for the State Disability Insurance fund. Benefit payments terminate as specified in the certificate of insurance.

- (c) The County agrees to provide these benefits subject to carrier requirements as specified in the Short-Term Disability Policy.

Date Agreed: 5/23/14


County

SEIU Local 721


TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES

Section 1 – General

Employees may be temporarily assigned to continuously perform the duties of a vacant higher level classification or be assigned a project involving the performance of more difficult duties and requiring a greater level of skill(s). Temporary is defined as no less than six (6) weeks up to one (1) year in duration. Additional compensation shall not be provided in any situation related to a vacation, short-term illness, or other temporary relief with a duration of six (6) weeks or less.

Section 2 - Eligibility Criteria

Employees will normally have regular status and not be in a probationary or trainee status; and there must be evidence of the employee's ability to competently perform the new assignment as determined by the Director of Human Resources and the employee must currently be meeting performance standards.

Section 3 - Assignment Criteria

- (a) Vacant Higher Level Position - For the purposes of this Article, a vacant position is defined as a budgeted regular position for which funds have been appropriated and which may be:
- (1) an unoccupied position due to attrition;
 - (2) a position from which the incumbent is on extended leave of absence; or
 - (3) a new position authorized by the Board of Supervisors.

The appointing authority shall certify that the employee is assigned and held responsible to fully perform all of the higher level duties without limitation as to difficulty or complexity of assignments or consequence of action. This provision shall not be used to circumvent the merit system of promotion and approval of such a request shall initiate the appropriate recruitment/selection process where applicable.

- (b) Project Compensation - Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills or the assignment of additional duties of a higher level. Such assignment may be made to allow for employee rotation, enhance upward mobility, or to determine the impact of potential operational/organizational changes. The specific temporary duties must be identified in writing.

Section 4 - Compensation

- (a) Vacant Higher Level Position - Employees performing the duties of a vacant higher level regular position shall be entitled to a salary rate increase to the higher level for the time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion. The employee shall be eligible for step advances in the higher level position in accordance with the Salary Rate and Step Advancement and Merit Advancement Articles. The employee shall continue to receive leave and benefits associated with his/her pre-assignment Unit. Differentials and other compensation shall be paid only if applicable to the higher level position assignment. Overtime compensation shall be administered according to the FLSA-status of the higher level position. Upon completion of assignment, the employee shall be returned to his/her former position classification and pre-assignment salary step. If, while on the temporary assignment, the employee's step due date occurs, the employee shall receive their salary step effective the pay period they are returned to their former classification; provided, however, that the employee received a Work Performance Evaluation of at least "Meets Job Standards" while on the temporary assignment. If the employee was due a step advance while on the temporary assignment and no evaluation has been completed or if the employee was not rated at least "Meets Job Standards," the employee shall be evaluated within three (3) pay

periods of return to former classification, and if rated at least "Meets Job Standards," the employee shall receive his/her step advance retroactive to the date of return to former classification. Under no circumstances will the step advancement be retroactive beyond the date of the return to former classification. Step placement upon promotion to the same or other higher level position following completion of the temporary assignment will be determined based upon salary rate in the pre-assignment position in accordance with the Promotions Article.

- (b) **Project compensation** – Project compensation shall be in the form of a specified percentage of the employee's base pay paid each pay period. The Director of Human Resources will determine the amount in increments of one-half percent (0.5%) from a minimum of two and one-half percent (2.5%) up to a maximum of seven and one-half percent (7.5%). The project compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. The compensation shall be considered part of the employee's regular rate of pay for purposes of calculating overtime, if applicable. Such increases in pay shall not affect the employee's step advancement in the base range pursuant to the Article on "Salary Rates and Step Advancements."


Section 5 – Administration

Requests for Temporary Performance Compensation may be initiated by the appointing authority or an employee via the appointing authority. The appointing authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this Article. Requests for Temporary Performance Compensation shall be reviewed by the Director of Human Resources. It is important to obtain Human Resources Department review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Temporary Performance Compensation is to be effective only with the Director of Human Resources written approval, assignment of the greater level of duties, and signed acceptance by the employee.

Section 6 – Limitations/Exclusions

- (a) The provisions of this Article shall not be utilized to circumvent the provisions of or provide additional compensation over and above that which may be provided in the classification procedures specified in the County Personnel Rules. The Articles, "Temporary Performance of Higher Level Duties" and classification procedures are mutually exclusive concepts and as such there shall be no dual or multiple requests and/or appeals, where the latter is applicable for a single situation.
- (b) Under no circumstances will Temporary Performance Compensation be granted retroactively.
- (c) Denial of compensation shall not be subject to review, appeal, or the grievance procedure.
- (d) Employees may be temporarily assigned higher or lower duties without a change in pay and such action not be deemed as a basis for transfer, demotion, promotion, or reclassification. In all cases where periodic or regular variations in assignments occur because of seasonal needs or because of the nature of the duties or the work schedule, such variations shall be considered as incidental to the position.

Date Agreed: 9/24/15


County

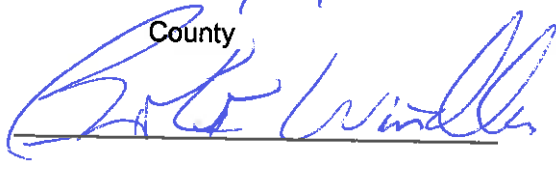
SEIU Local 721



TERM

The term of this Agreement shall commence upon approval by the Board of Supervisors, and this Agreement shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of ~~June 30, 2019~~ June 17, 2011. ~~If a successor Agreement has not been reached by 12:00 a.m. (midnight) of June 17, 2011, the terms and conditions of this Agreement shall be extended one (1) year or until a successor Agreement is adopted, whichever occurs sooner.~~

Date Agreed: 6/7/16

County



SEIU Local 721


TIME AND LABOR REPORTS **ELECTRONIC TIME SHEETS**

Employees' electronic time sheets (e.g., eTime) will normally be completed and required to be electronically signed and submitted by the employee each pay period. By signing, the employee acknowledges that the information provided in the time sheet is accurate. In cases where the employee is on leave (e.g., medical leave, vacation, etc.) and has not submitted his/her time sheet, the department shall submit the employee's time sheet. Unless otherwise provided in this Agreement, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes. If errors result from the improper or unclear preparation of an employee's time sheet by the employee, the employee shall hold harmless the County for any delays in warrant processing.

Date Agreed: 10/15/15

County


SEIU Local 721


TOOL ALLOWANCE

CRAFT, LABOR & TRADES UNIT

(a) Allowance

The County agrees to make the following payment to employees in the classes listed to serve as a tool allowance to compensate for any costs associated with tool purchase and replacement.

The tool allowance shall be as follows:

<u>Classification</u>	<u>Tool Allowance</u>
Equipment Services Specialist I, II	— \$215
Mechanic's Assistant	— \$340
Motor Fleet Mechanic I, II	— \$400
Sheriff's Aviation Mechanic	— \$550
Sheriff's Lead Aviation Mechanic	— \$550

(b) Administration

The annual tool allowance shall be paid in a lump sum to employees in regular positions who are on the payroll in paid status on July 1 of each year. Those employees appointed after July 1, shall receive a prorated lump sum payment at the time of their appointment. Such proration shall be based upon the remaining number of pay periods in the fiscal year nearest their appointment. Granting of this tool allowance shall not affect any other provisions made by the department for tool replacement, repair, or purchase.

Employees on a leave of absence without pay on July 1 shall receive the tool allowance upon return to paid status. Any employee separating from County employment at the conclusion of a leave of absence shall not receive the tool allowance.

Date Agreed: 10/1/15

County


SEIU Local 721



NOTE The County is agreeable, as proposed by SEIU, to excluding the Tool Allowance article from a MOU since the Professional Unit is not eligible for tool allowance.

Professional Training
~~PROFESSIONAL UNIT~~
PROFESSIONAL UNIT
County Counterproposal
10/15
1:30
Professional RW Ea

TUITION REIMBURSEMENT, AND MEMBERSHIP DUES

In conjunction with SEIU, the County has established for the Professional Unit a tuition reimbursement and membership dues procedure to encourage all employees to pursue educational opportunities and involvement in organizations to enhance their contribution as County employees and assist in their career development. Both parties recognize the importance of continued quality improvement and strongly encourage the utilization of opportunities assisted by this Article. Tuition funding and reimbursement programs shall be administered by the Performance, Education and Resource Center (PERC). Beginning with fiscal year 1996-97, and each fiscal year thereafter, the Human Resources Department shall receive from such funding administration costs not to exceed the salary-only portion of a Secretary I, step 11. **(The County agrees to SEIU's proposed language in paragraph 1, except for the one minor edit highlighted in yellow above.)**

The County agrees to establish an individual departmental fund in the amount of four hundred dollars (\$400.00) each fiscal year, for each employee in a regular position regularly scheduled more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for job-related education or career development, for Continuing Education Units (CEU) and/or training in alternate mediums (such as on-line or CD-ROM) to maintain professional licensure, certification and/or registration that is a condition of employment, or to reimburse membership dues in professional organization(s); provided such expenditure enhances furtherance of County or continuing education goals. **(The County agrees to SEIU's proposed language in paragraph 2, except for the one minor edit highlighted in yellow above.)**

Requests for reimbursement must be approved in advance by the appointing authority and shall not be paid in increments less than ten dollars (\$10.00) per fiscal year. Employee initiated education or career development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours except that which has the prior approval of the appointing authority. **(The County agrees to SEIU's proposed language in paragraph 3.)**

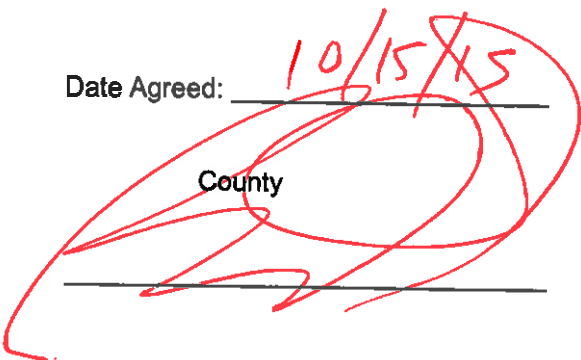
No Unit member shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course. **(The County agrees to SEIU's proposed language in paragraph 4.)**

Training activities performed in alternate mediums will take place off County time. **(The County agrees to SEIU's proposed concluding sentence.)**

Date Agreed: 10/15/15

County

SEIU Local 721



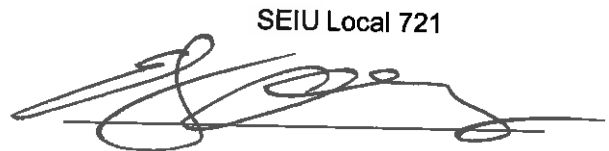
UNIFORMS

Section 1 – General

Prior to the establishment of a new uniform requirement, employees will be given full opportunity to discuss the form, nature, style, and quality of such uniform requirement. If the County establishes a new uniform requirement for employees who are not currently required to wear uniforms, the County shall provide such uniforms. The cost of uniforms required for employees in new programs shall be borne by the employee, provided the uniform requirement is specified as a condition of employment and included in the examination announcement.

Date Agreed: 10/15/15

County


SEIU Local 721


NOTE: The County agrees to SEIU's proposed Uniforms language.

UNION ASSOCIATION LEAVE

Section 1 – Purpose

The County shall establish a Union~~association~~ !Leave bank of 1001,040 hours per calendar year that may be used by designated members for the purpose of attending periodic union-sponsored training, seminars and conferences. Union~~Association~~ !Leave shall not be granted for members to engage in political and organizing activities.

If the Union Leave bank is exhausted, employees may use their own appropriate leave time with the prior approval of the appointing authority. Additionally, the County may consider allowing release time for this purpose, subject to prior approval from the County and SEIU reimbursing the County for the costs of the release time.

It is expressly agreed and understood that the County shall not be obligated or responsible for any of the expenses or costs of member attendance at such training, seminars or conferences.

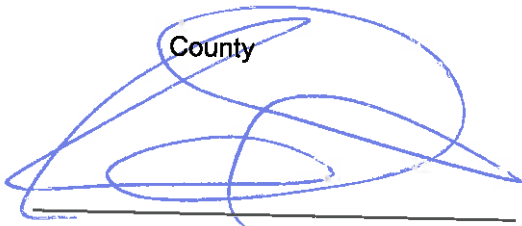
Section 2 – Release Time


Members who wish to utilize Union Leave~~association leave~~ shall notify their immediate supervisor as far in advance as possible prior to the date they wish to use such !Leave. The release time for Union~~association~~ !Leave shall not be counted as hours worked for purposes of calculating overtime, and the work schedules of members who use Union~~association~~ !Leave shall not be adjusted to provide paid release time that would otherwise be off duty time. The use of Union~~association~~ !Leave shall not unduly interfere with operations of County departments nor shall the County unreasonably deny any request for use of Union~~association~~ !Leave. SEIUSBPEA shall maintain records of the amount of Union~~association~~ !Leave used by its members. These amounts shall be kept current by SEIUSBPEA and shall be provided to the County upon request.

Section 3 – Executive Board Release Time

Employees who are authorized Executive Board members of SEIU Local 721 shall be released one (1) regularly scheduled workday per month for the purpose of traveling to and attending the monthly Executive Board meeting. The Union agrees to provide the County with a minimum of a one (1) month advance notice for release under this provision. (The County Agrees to SEIU's proposed Section 3)

Date Agreed: 6/13/16

County


SEIU Local 721


USE OF COUNTY RESOURCES AND BULLETIN BOARDS

Section 1 – Use of County Resources

SEIU may be granted permission to use County facilities (e.g., conference rooms, offices, etc.) during business hours to meet with employees for representation purposes during the employees' non-work time, provided space for such meetings can be made available without interfering with County needs. Permission to use County facilities must be obtained by SEIU from the County. SEIU shall be held fully responsible for any damages to and the security of any County facilities that are used by SEIU. No County vehicles, equipment, computers, time, or supplies may be used in connection with any activity of SEIU, except as may be otherwise provided in this Agreement. **(With the exception of the County's proposal to provide examples of County facilities, the County and SEIU are in agreement on Section 1.)**

Section 2 – Use of Bulletin Boards

The County will furnish a reasonable portion of existing bulletin board space for SEIU notices. Only areas designated by the appointing authority may be used for posting of notices. Bulletin boards shall only be used for the following notices of Union business:

- (a) Scheduled SEIU meetings, agenda and minutes. **(The County accepts SEIU's proposed language)**
- (b) Information on SEIU elections and the results. **(The County accepts SEIU's proposed language)**
- (c) Information regarding SEIU social, recreational, and related news bulletins. **The County accepts SEIU's proposed language**
- (d) Reports of official business of SEIU, including reports of committees or the Executive Board. **(The County accepts SEIU's proposed language)**

County time, equipment, materials, supplies, or mail systems (e.g., interdepartmental, electronic, etc.) shall not be used for the preparation, reproduction, or distribution of notices. **(The County accepts SEIU's proposed sentence)**


The content of notices shall not:


- (a) **Incite employees to cause interference with County operations; or (The County accepts SEIU's proposed language)**
- (b) Be derogatory, offensive, obscene, controversial, defamatory, of a political nature, or directed at any employee or official in the County; or
- (c) Nor shall they pertain to boycotts, solicitations, terms and conditions of employment for employees at outside agencies, public issues which do not involve the County or its relations with County employees, or other internal or external work disruptions (e.g., work stoppages, slowdowns, etc.).

All notices to be posted must be dated and signed by an authorized representative of SEIU and submitted (electronically, by mail, or by fax) to the Human Resources Employee Relations Division for review and approval prior to posting. Notices to employees that have not received prior review and approval from the Employee Relations Division shall be subject to immediate removal.

~~The County, through the Human Resources Director, reserves the right to suspend or cancel bulletin board privileges for repeated abuse or violation of these privileges.~~ **(The County accepts SEIU's proposal to strike the above sentence.)**

Date Agreed: 6/17/16

County


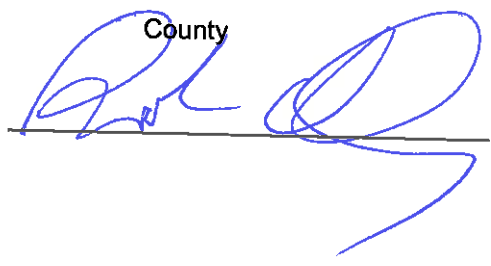
SEIU Local 721


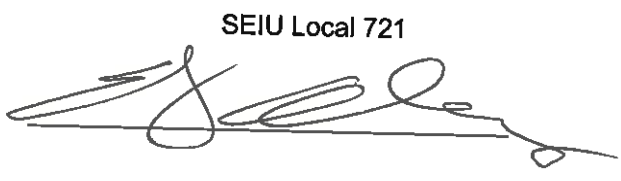
VOLUNTARY TIME OFF

Voluntary Time Off (VTO) Program is intended to provide employees a means of taking unpaid (i.e., non-compensated) time off work without losing benefits (e.g., Medical Premium Subsidy, Opt-out/Waive amount, vision insurance, RMT contribution, and life insurance), which depend on the employee being in a paid status. The following conditions apply:

- (a) VTO may be taken in the same manner as vacation time except that the increment is one (1) hour and is limited to eighty (80) hours per calendar year.
- (b) When VTO is taken, leave accruals continue as if the employee were on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee takes the vacation time off during the first thirteen (13) pay periods of the following calendar year. VTO time counts ~~as time worked~~ toward satisfying the minimum hour requirement ~~of hours~~ to receive the ~~the B~~ benefits, such as Medical Premium Subsidy, Opt-out/Waive amount, County-paid life insurance, and County-paid vision care Plan.
- (c) VTO does not count as hours worked for purposes of computing overtime. ~~Benefits from the Retirement System-County Contributions to the retirement system under the Retirement System Contributions Article will only be paid if the employee is in a paid status at least forty (40) hours in any pay period in which VTO is used and the employee receives enough earnings to pay his/her retirement contribution in that pay period.~~
Pursuant to applicable law, Tier 1 system members are eligible for full service credit for the pay period in which VTO is used and the employer contribution would be based on the employees' normal compensation earnable.
Pursuant to applicable law, Tier 2 members are eligible for a reduced service credit amount for the pay period in which VTO was used and the employer contribution would be based on the employees' actual earnings for that pay period.
- (d) VTO may not be used for situations that would otherwise require leave without pay, or in conjunction with leave without pay. VTO may be used only by an employee who is otherwise on paid status.
- (e) VTO is an entirely voluntary program. No employee may be required to take VTO.
- (f) VTO may be taken by request of the employee and upon approval of the appointing authority.

Date Agreed: 10/1/15

County


SEIU Local 721


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WORK DISRUPTION

The parties agree that adequate processes are in place to address and/or remedy concerns that may arise during the term of this Memorandum of Understanding and any agreed-upon extensions of the Memorandum of Understanding. As such, no work disruptions shall be caused or sanctioned by SEIU or any Unit employees, individually or collectively, during the term of this Memorandum of Understanding. Work disruptions include, ~~but are not limited to:~~ sit-down, stay-in, speed-up, sick out, a work stoppage in sympathy for any other group, or slowdown in any operation of the County of San Bernardino, or any curtailment of work, disruption, or interference with the operations of the County of San Bernardino. SEIU shall endeavor to discourage any such work disruptions and take affirmative steps to return employees to their jobs, ~~including publicly denouncing such action.~~ The parties acknowledge that participation of any employee in a ~~prohibited work action~~~~concerted work action~~ against the County shall result in denial of pay, disciplinary action up to and including termination, and the sole issue before a hearing officer and/or arbitrator shall be whether or not the employee participated in such action. The parties agree that no lockout of employees shall be instituted by the County during the term of this Agreement.

Nothing herein constitutes a waiver of ~~either party's~~~~the County's~~ right to seek appropriate legal relief in the event of a violation of this Article.

Date Agreed: 6/7/16

County
[Signature]

SEIU Local 721
[Signature]

NOTE: With the exception of SEIU's proposal to delete the language highlighted in grey above, the County accepts SEIU's proposed language which is highlighted in yellow.