

Text of all proposals included in this total package proposal are attached by section, with the exception of items on which the parties have previously tentatively agreed upon. Those items would be included in any successor MOU the parties reach. Any other proposals by the County or Labor not included in the package or previously tentatively agreed to are dropped.

All compensation provisions are proposed to be effective the beginning of the first full pay period following Board of Supervisor approval unless otherwise noted. The County will not grant any retroactive compensation.

The parties acknowledge that this proposal exceeds the County's authority. Both parties commit to recommending the below tentative agreement to their constituencies.

Section 2 Term: This agreement shall remain full force and effect commencing upon Union ratification and Board of Supervisor's approval on the regular agenda and expiring on June 30, 2021.

Section 5-A: Salary/Base Wage Increases:

Effective the first full pay period following ratification of this agreement by SEIU, Local 521 and adoption of this agreement by the Board of Supervisors on the regular agenda, members of the bargaining unit shall receive a ~~two and one-half (2.5%)~~ **three percent (3.0%)** base wage increase.

Effective the first full pay period following May 1, 2019, the County shall provide a **three percent (3.0%)** increase to the base salary.

Effective the first full pay period following June 1, 2020, the County shall provide a **three percent (3.0%)** increase to the base salary.

The County shall increase the salary band of the Community Health Worker I/II/III classification series and the Health Educator classification by two percent (2%) effective the first full pay period following ratification of this agreement by SEIU, Local 521 and adoption of this agreement by the Board of Supervisors on the regular agenda. An additional three percent (3%) will be provided the first full pay period following July 1, 2019. An additional three percent (3%) will be provided the first full pay period following July 1, 2020.

The County shall increase the Mental Health Clinician I/II/III classification salary bands by one and one-half percent (1.5%) the first full pay period following ratification of this agreement by SEIU, Local 521 and adoption of this agreement by the Board of Supervisors on the regular agenda. An additional one and one-half percent (1.5%) will be provided the first full pay period following July 1, 2019 and the first full pay period following July 1, 2020.

The County shall increase the Animal Services Officer I/II, Child Support Officer I/II, and Social Worker III/IV/V classifications by one percent (1%) the first full pay period

following ratification of this agreement by SEIU, Local 521 and adoption of this agreement by the Board of Supervisors on the regular agenda. An additional one percent (1.0%) will be provided the first full pay period following July 1, 2019.

CSO Seniority for Shift Bidding: County holds to the August 30, 2018 proposal.

Community Service Officer's Seniority for Shift Bidding, Vacation Requests and Assignments

Seniority Calculation:

1. This agreement applies to the calculation of Community Services Officer (CSO) seniority for the purposes of vacation and shift bidding only. The vacation and shift bidding seniority calculation included in this policy does not apply to any other policy, such as the reduction-in-force policy (RIF). For information on calculating RIF seniority, please refer to the current Memorandum of Understanding between the County and SEIU 521.
2. Calculating seniority for shift and vacation bidding is defined as full-time employment in the classification of Community Service Officer (CSO) and shall begin the first day the employee actually begins working as a CSO. Extra-help and part-time employment as a CSO will not be counted. Any break in full-time employment as a CSO (excluding paid leave of absences) shall be considered a break in service for the purposes of calculating CSO seniority. Time spent in an un-paid leave of absence will also be deducted (# of days needs further discussion). Employees with a break in CSO service that is less than one (1) year, who return to the classification of CSO, will be given credit for prior CSO employment time for the purpose of calculating CSO seniority not including the time the employee left County service to the time the employee returned to County service.
3. Where two or more employees have equal CSO seniority, then the Department will use the ranking from the employment eligibility list (assuming the individuals ranked off of the same eligibility list). If the two employees are tied on the eligibility list, or were not hired off of the same eligibility list, the employee's seniority order will be determined by lottery.
4. The CSO seniority list shall be maintained and stored by Sheriff Department Administration and a SEIU Local 521 designee.

Shift Bidding:

1. The shifts shall be approximately six months in duration with shift rotations to occur bi-annually, usually in the months of February and August of each calendar year.
2. ~~Assignments such as Contract cities, Sub Stations, SDEA, AWP, Adult detention, Armory and Equipment, Missing persons, Property & Evidence, and Registration desk will only participate in the rotation annually, usually during the August shift bid. The Sheriff may elect to rotate individuals out of these assignments during other time of the year in order to meet the needs of the department.~~

3. CSO's who have not yet been released from field training shall not be entitled to shift preference rights outlined in this agreement.

Vacation Bidding:

1. Seniority Requests

Seniority requests may only be exercised for one continuous block of time per calendar year.

All seniority vacation requests shall be submitted during the month of January and returned to the CSO as soon as possible, but no later than February 28th ~~15th~~.

The Sheriff's Department shall make a good faith effort to approve seniority vacation requests.

Employees can provide one priority and two alternate seniority requests listed in order of priority on the request form. This form is the vacation request form that is used to request all vacations. The employee must specify that the request is a seniority vacation request on the form.

2. Standard Requests

All standard requests will be processed on a first come, first served basis, not seniority based.

3. Approved Vacations

After any vacation request is approved it will remain approved except in unforeseen circumstances or in an emergency at which time those vacations scheduled during that period may be recalled.

Section 5 N: Social Worker On-Call Pay:

N) On-Call Pay

Unless otherwise specified herein, on-call compensation for bargaining unit employees formally assigned by the Department Head to remain available to return to work shall be compensated at the rate of \$4.00 per hour for each hour of on-call service performed. **In recognition of the significant off-hours burden placed Animal Services Officers and Social Workers in the Community Services Agency (CSA), on-call compensation for Animal Services Officers and CSA Social Workers formally assigned by the Department Head to remain available to return to work shall be compensated at the rate of \$5.75 per hour for each hour of on-call service performed.** On-call compensation is discontinued when an employee physically reports to a work location and is receiving call-back pay. Employees handling work related telephone calls while on-call will be compensated in accordance with the call-back pay provisions of this agreement (Section ~~NO~~).

On-call duty is mandatory for Community Services Agency Social Worker IV's and V's in Child & Family Services Division, Emergency Response Unit; and for Social Worker II's and III's in Adult Services. **The County will request volunteers before mandating staff to perform on call services in the Emergency Response Unit under this section. If an insufficient number of**

staff volunteer to serve on-call in Emergency Response, the County reserves the right to mandate any qualified employee in a Social Worker IV or V position to serve on-call in Emergency Response. This right to expand the mandatory on-call pool may only be triggered if all shifts over the preceding six month period are not filled with volunteers. In addition, Social Worker IV's or V's who (i) have not served in the Emergency Response Unit in the past two (2) years or (ii) have never been assigned to work in the Emergency Response Unit will not be mandated to be on-call under this provision unless and until they receive sufficient training related to such work. If this expansion of the mandatory on-call pool is triggered, the parties may meet and confer to discuss modifications to the on-call process in the Emergency Response Unit.

The Community Services Agency will allow qualified social workers to volunteer for after hours on-call work. If no volunteers are found, then the social workers will be assigned to cover on-call shifts and can broker his/her shift for coverage by another qualified social worker while the calendar is in draft form. Once the on-call schedule is finalized, any subsequent requests for shift coverage changes will require supervisory approval. ~~permission is needed from an Emergency Response supervisor to approve any shift coverage changes.~~

Section 5-G: Assignment Pay for Social Workers:

F) Assignment Pay for Social Workers in Emergency Response At Community Services Agency

Due to unique expectations of emergency response assignments, any Social Worker assigned by Management to perform emergency response field investigations as their primary assignment in the Adult Protective Services Unit (daytime positions) or the Emergency Response Unit in Child Protective Services shall be paid an assignment pay of 5% above their base pay. Employees will be assigned to Emergency Response at the sole discretion of the Director of the Community Services Agency or designee. The assignment pay will start the first full pay period following the employee's start in the unit and will end the day the assignment ends.

Social Workers designated by the Director of the Community Services Agency to perform secondary emergency response field investigations during staffing shortages in the Emergency Response Unit in Child Protective Services shall be paid the Assignment Pay for Social Workers in Emergency Response at CSA in addition to base pay. The assignment pay will only be provided for the hours in which the Social Worker is performing Emergency Response field investigations and associated work with the field investigation. The County will request volunteers before mandating staff to perform Emergency Response services under this section.

New Article: Union Representative Leave of Absence: –County agrees to address this at a separate table

Section 9 A and B Holidays:

1. HOLIDAYS

A) Dates Observed

January 1, New Year's Day

The third Monday in January, Martin Luther King Day

The third Monday in February, President's Day

The last Monday in May, Memorial Day

July 4, Independence Day

The first Monday in September, Labor Day

November 11, Veteran's Day

November __, (The Thursday designated as Thanksgiving Day)

The day after Thanksgiving Day

December 25, Christmas Day

December 24, Christmas Eve, (See Christmas Eve below) ~~4 hours when Christmas Eve falls on any day of the week except Saturday or Sunday~~

Only the immediate days of mourning or holiday declared by the President of the United States and the Governor of California will be considered as holidays observed by the County.

Every Monday following a Sunday which falls on January 1, July 4, November 11 or December 25.

Every Friday proceeding a Saturday which falls on January 1st, July 4th, or November 11th.

SEIU and the County will meet to develop a program for Cesar Chavez Day.

B) Christmas Eve

Christmas Eve is only considered a holiday (eight hours) when Christmas Eve falls during an employee's regular work schedule. Employees who work Monday through Friday, will be provided eight (8) hours of holiday time when Christmas Eve falls Monday through Friday. Employees who regularly work on a Saturday or a Sunday will be provided eight (8) hours of holiday time when Christmas Eve falls on their regularly scheduled work day (example: Tuesday through Saturday schedule and Christmas Eve falls on a Saturday).

Eight (8) hours of holiday credit will be given when an employee physically works a full shift on Christmas Eve.

~~The designated four (4) hour holiday on Christmas Eve shall apply to employees working a regular night shift assignment of 11 p.m. -- 7 a.m. by the granting of time off or, at the~~

~~option of the County, by crediting of four (4) hours of vacation time to the records of affected night shift employees.~~

C) Time and One Half for Certain Holidays

The County agrees that any work performed by bargaining unit members on County designated holidays shall be compensated consistent with current policy, ~~and an additional half time compensation shall be granted for up to 4 hours on Christmas Eve and up to 8 hours on all other designated holidays.~~

The below proposal is made in response to SEIU Local 521's proposal regarding Caseload

L) Labor-Management Committees

The parties agree that periodic meetings between representatives of the Union and the County can prove helpful in discussing items of mutual concern and maintain communication between the County, its employees and the Union.

The committee shall be comprised of a representative from the Chief Executive Office, Department Heads or designees, Union Staff and two (2) union members from each Department appointed by the Union. It is acknowledged that either side may have additional representatives as needed.

These meetings do not replace the meet and confer obligations required under the law.

Departmental Level

Scope of issues to be discussed include, but not limited to:

Operational issues

Best practices related to on-call programs

Caseload issues

Department policy changes

Safety

Staffing

Equipment

Update/Communication

Employee matters (not specific to an individual employee)

County Level

Scope of issues to be discussed include, but not limited to:

County policy

Update/communication

MOU issues

Issues across departments

Caseload issues - the County and SEIU will use the Labor Management Committee to establish common reporting for caseloads for Behavioral Health Advocate, Behavioral Health Specialist I/II, Conservator Investigator, Social Worker series and Mental Health Clinicians. The parties will meet semi-annually, at SEIU's request to review caseloads using the common reporting standards. The parties will meet and confer over impacts as required by law.

The parties agree to meet and confer at least 90 days following adoption of this contract by the Board of Supervisors and no later than half-way through the contract at the request of SEIU to review any equity concerns over the following classifications:

- Animal Care Specialist II
- Behavioral Health Advocate
- Clinical Services Technician II
- Collector
- Conservator Investigator
- Epidemiologist
- Librarian II
- Physical/Occupational Therapist II
- Physician Assistant/Sr. Physician Assistant
- Psychiatric Tech
- Public Health Nutritionist II
- Security Officer
- Special Investigator II
- Veterans Services Representative
- Library Assistant II

TENTATIVE AGREEMENT

County Rep. Bruce Chappell

Union Rep. Elizabeth Cannon

Date 1/16/19