

January 9, 2019

TO: Elizabeth Camarena, Union Organizer
Kate Selover, President
Service Employees International Union (SEIU), Local 521

FROM: Burke Dunphy, Chief Negotiator

SUBJECT: LAST BEST AND FINAL OFFER

I. Introduction

As you are aware, the County of Stanislaus and the Service Employees International Union (SEIU), Local 521 have been in negotiations for a successor contract since April 2018. While the parties have met twenty-three (23) times we have been unable to reach agreement on several key economic issues.

II. Last Best and Final Offer (LBFO) Terms

Attachment A to this LBFO includes the full legislative versions of the contract language provisions of this Last Best and Final Offer.

A. The following is a summary of the main economic provisions of this LBFO.

- Term: Effective the first full pay period upon adoption of a successor MOU by the Board of Supervisors (BOS) and the Association and ending 11:59 pm on June 30, 2021.
- Salary:
 - Three percent (3.0%) base wage increase for all bargaining unit members effective upon Union ratification and approval by the BOS in open session;
 - Three percent (3.0 %) effective the first full pay period including July 1, 2019 and 2020.
- Equity Increases for Specific Classifications:
 - Effective the first full pay period following Union ratification and approval by the BOS in open session:
 - Community Health Worker I/II/III classification series and the Health Educator classification- two percent (2%)
 - Mental Health Clinician I/II/III classification series- one and one half percent (1.5%)
 - Animal Services Officer, Child Support Officer, and Social Worker III/IV/V classifications- one percent (1%)
 - Effective the first full pay period following July 1, 2019:
 - Community Health Worker I/II/III classification series and the Health Educator classification- three percent (3%)

- Mental Health Clinician I/II/III classification series- one and one half percent (1.5%)
 - Animal Services Officer, Child Support Officer I/II, and Social Worker III/IV/V classifications- one percent (1%)
 - Effective the first full pay period following July 1, 2020:
 - Community Health Worker I/II/III classification series and the Health Educator classification- three percent (3%)
 - Mental Health Clinician I/II/III classification series- one and one half percent (1.5%)
- Holidays:
 - Christmas Eve- Christmas Eve will be considered a full-day (maximum 8 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 Saturday or a Sunday will be provided eight (8) hours of holiday time when Christmas Eve falls on their regularly scheduled work day.
 - Cesar Chavez Day- The County and SEIU will work meet to develop a program for employees to celebrate Cesar Chavez day.
- On-Call:
 - 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 \$5.00 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 on-call provisions of the agreement. On-call compensation for all other classifications in the bargaining unit shall remain \$4.00 per hour.
 - On-call duty is mandatory for CSA Social Worker IV's and V's in all CSA programs. On-call duty is also mandatory for all Social Worker's in Adult Services.
 - No Social Worker IV or V who has not served in Emergency Response (ER) Unit in the past two (2) years or has never been assigned to ER will be mandated to be on-call for ER under this provision unless and until they receive sufficient training related to such work.
 - CSA 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 will require Emergency Response supervisory approval.

- Social Worker Assignment Pay:
 - Social Workers designated by the Director of the Community Services Agency to perform secondary emergency response field investigations during staffing shortages in ER in Child Protective Services shall be paid the Assignment Pay for Social Workers in Emergency Response in addition to base pay. The assignment 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- the County agrees to address this at a separate table.
- Labor Management Committee:
 - Caseload issues: The County and SEIU will use the Labor Management Committee to establish common reporting for caseloads for Behavioral Health Specialists, Behavioral Health Advocate, 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 beginning at least ninety (90) days following adoption of this contract by the Board of Supervisor and no later than half-way through the contract at the request of SEIU to review any equity concerns for the following classifications:
 - Animal Care Specialist II
 - Behavioral Health Advocate
 - Collector
 - Conservator Investigator
 - Epidemiologist
 - Librarian II
 - Library Assistant II
 - Physical/Occupational Therapist II
 - Physician Assistant/Sr. Physician Assistant
 - Psychiatric Tech
 - Public Health Nutritionist II
 - Security Officer
 - Special Investigator II
 - Veterans Services Representative
- Community Services Officer Seniority Shift Bidding:
 - Incorporate current side letter agreement with modifications to include:
 - Shift rotations will occur in February and August of each calendar year

- Assignments will be three (3) years in duration with the ability for a two-year extension upon mutual agreement
 - The full text is attached.
- B. All Signed Tentative Agreements Included: Although the parties have not reached consensus on a total agreement, negotiations have produced eighteen (18) signed tentative agreements on the issues brought forward by both parties. A list of tentative agreements is included in Attachment A.
- C. The County rejects all outstanding SEIU proposals.

III. Conclusion

The County requests that this LBFO be taken to the full SEIU membership for consideration and vote though we recognize that the decision lies with SEIU's bargaining team. Please respond to this request no later than 5:00 pm on Friday, January 11, 2019. If the County does not receive a response by SEIU by this date the County will deem lack of response as a rejection of the LBFO. If SEIU's membership accepts the terms of this LBFO, the County's bargaining team will prepare the tentative agreement agenda packet for the BOS in accordance with Brown Act agenda noticing requirements. If SEIU rejects this LBFO, the County will assess its options for next steps.

**SEIU Negotiations 2018
January 8, 2019
Represents Total Economic Package Proposal
Attachment A to the Last Best and Final Offer**

Text of all proposals included in this last best and final offer are attached by section. Any other economic proposals by the Count or Labor not included in the package 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.

Section	Title	Proposal Date	MOU Page
6	Benefits- TA	05-02-18	19
3J	Paychecks/Advice Notice- TA	05-02-18	6
3B	Non-Discrimination/Fair Representation- TA	05-02-18	1
3V	Social Worker Workload and Classification Analysis- TA	05-02-18	11
5O	On Call/Call Back- TA	05-16-18	18
5A	Wages/Increases/Differentials- TA	05-31-18	12
9D	CSA Social Worker On-Call On Holidays- TA	06-21-18	22
5E	Custodial Facility Assignment Pay- TA	06-21-18	14
19	Orientation- TA	06-21-18	39
31(D)	Limited Cash Conversion- TA	06-21-18	54
NEW	Employee Assistance Program- TA	06-21-18	NEW
3H1	Union Security/Agency Shop- TA	06-25-18	3
12	Leave of Absence- TA	07-09-18	22
7	Continuing Education- TA	08-02-18	19
NEW	Discourteous Treatment- TA	08-02-18	NEW
3R4	Adverse Material- TA	11-01-18	10
4	Contracting Services- TA	11-01-18	11
3	Employer-Employee Relations (Union Lists)- TA	11-01-18	2

Distributed by the County to SEIU 521 at the Bargaining Table on January 9, 2019
at approximately 4:30 pm.

Represents Comprehensive Total Package Proposal

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.

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 July 1, 2019, the County shall provide a **three percent (3.0%)** increase to the base salary.

Effective the first full pay period following July 1, 2020, the County shall provide a 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 \$4.50 5.00 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. On-call duty is also mandatory for all Social Workers II's and III's in Adult Services. No Social Worker IV's or V's who (i) has have not served in the Emergency Response Unit in the past two (2) years or (ii) has 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.**

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

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**
- **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**