

Rec'd from Labor 1/9/19 3:02pm

January 9, 2019

Date: January 9, 2019

At about 2:50PM

SEIU Local 521 TOTAL PACKAGE COUNTER PROPOSAL to County of Stanislaus

The following is a total package proposal submitted by SEIU Local 521 ("SEIU") to Stanislaus County (County") for the 2018-2021 successor contract negotiations. The County must accept the outlined proposal in full or it shall be deemed rejected in its entirety. If this package proposal is rejected, all individual proposals that have been modified will revert to their original status as proposed on the last date submitted to Stanislaus County.

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1. All previously agreed to tentative agreements

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SECTION 5(A): SALARY : SEIU holds to the following proposal:

Effective July 1, 2018 the base salary increase for all bargaining unit employees shall be 3%.

Effective July 1, 2019 and July 1, 2020 the base salary increase for all bargaining unit employees shall be 4%.

SEIU accepts the County's proposal on equity adjustments under section 5-A dated January 9, 2019.

Effective July 1, 2018, July 1, 2019, and July 1, 2020 salary equity adjustments for bargaining unit employees shall be as follows:-

The County shall increase the salary base of the Community Health Worker I/II/III classification series by two percent (2%) effective July 1, 2018, by 3% effective July 1, 2019, and by 3% effective July 1, 2020.

The County shall increase the salary base of the Child Support Officer I/II classification series by one percent (1%) effective July 1, 2018, and by one percent (1%) effective July 1, 2019.

The County shall increase the salary base of the Health Educator by two percent (2%) effective July 1, 2018, by three percent (3%) effective July 1, 2019, and by three percent (3%) effective July 1, 2020.

The County shall increase the salary base of the Mental Health Clinician I/II/III classification series by one and a half percent (1.5%) effective July 1, 2018, by one and a half percent (1.5%) effective July 1, 2019, and by one and a half percent (1.5%) effective July 1, 2020.

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The County shall increase the salary base of the Social Worker III classification by one percent (1%) effective July 1, 2018, by 1% effective July 1, 2019.

The County shall increase the salary base of the Social Worker IV and V classifications by one percent (1%) effective July 1, 2018, by one percent (1%) effective July 1, 2019.

The County shall increase the salary base of the Animal Service Officer I/II classification by one percent (1%) effective July 1, 2018, and by one percent (1%) effective July 1, 2019.

The County shall increase the salary base of the Clinical Service Tech I/II by one percent (1%) effective July 1, 2018 and by one percent (1%) effective July 1, 2019.

The following classifications shall receive a seven-hundred dollar (\$700) retention bonus upon ratification, July 1, 2019 and July 1, 2020:

Behavioral Health Specialist I/II

Psychiatrist

Social Service Assistant

Social Worker I/II

Behavioral Health Advocate

Behavioral Health Specialist

Clinical Psychologist

Collector

Conservator Investigator

Epidemiologist

Physical and Occupational Therapist II/III

Public Health Nutritionist I/II

Security Officer

Sr. Physical Assistant

Veterans Service Rep

The following classifications shall receive a seven-hundred (\$700) retention bonus effective July 1, 2020

Child Support Officer I/II

Social Worker III/IV/V

Animal Service Officer I/II

Clinical Service Tech I/II

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**New Article: Professional Development Incentive**

**The following classifications shall receive a \$500 professional development incentive July 1 of every year.**

*July 1, 2018, 2019, 2020*

**Behavioral Health Specialist I/II**

**Psychiatrist**

**Social Service Assistant**

**Social Worker I/II**

**Behavioral Health Advocate**

**Behavioral Health Specialist**

**Clinical Psychologist**

**Collector**

**Conservator Investigator**

**Epidemiologist**

**Physical and Occupational Therapist II/III**

**Public Health Nutritionist I/II**

**Security Officer**

**Sr. Physician Assistant**

**Veterans Service Rep**

**Librarians**

**Library Assistant I/II/III**

**Clinical Service Tech I/II**

**Animal Services Specialist**

**Special Investigators**

**SECTION 9: HOLIDAYS: SEIU accepts the County's proposal dated January 9, 2019.**

**~~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~~

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~~December 25, Christmas Day~~

~~December 24, Christmas Eve, 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 11<sup>th</sup> or December 25.~~

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

~~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).~~

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**NEW ARTICLE: LONGEVITY : SEIU withdraws our proposal.**

~~Effective July 1, 2018, the County agrees to additionally compensate long service employees in the manner described below after completing the requisite calendar years of service. The amount shall be added to the employee's base monthly salary.~~

<u>YEARS</u>	<u>AMOUNT</u>
<u>10</u>	<u>\$50.00</u>
<u>20</u>	<u>\$100.00</u>
<u>30</u>	<u>\$150.00</u>

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**N) ON-CALL-PAY: SEIU holds to their January 2, 2019 proposal.**

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 **\$5.75 per hour** for each hour on-call service performed. On-call compensation is discontinued when an

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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 provisions of this agreement (Section O).

On-call duty is mandatory for Social Worker IV's and V's. On-Call duty is also mandatory for all Social Workers in Adult Services. No Social Worker IV or V who (i) has not served in Emergency Response Unit in the past two (2) years or (ii) has never been assigned to work in the Emergency Response Unit will be mandated to be on-call under this provision unless and until they receive sufficient training related to such work as agreed upon with SEIU.

Within ninety (90) days of ratification of this MOU, the County and the Union agree to meet and develop an on-call training process for the Emergency Response Unit.

This provision of the MOU shall not be implemented until both parties have reached mutual agreement on the training curriculum.

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.

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Assignment pay for Social Workers Emergency Response at Community Services Agency: SEIU withdraws its proposal.

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% five and three quarters percent (5.75%) 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 may 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

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~~field investigation. The County will request volunteers before mandating staff to perform Emergency Response services under this section. Employees mandated to perform Emergency Response services will perform at no more the equivalent of one FTE.~~

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CLASSIFICATION EQUITY RAISE: SEIU WITHDRAWS THE FOLLOWING ARTICLE *Already withdrawn early.*

~~During the term of this MOU both parties agree to negotiate Bargaining Unit classifications compensation/ equity pay. Both parties will meet annually to review one-third of the BU classifications to ensure that employees compensation remain competitive and attract and retain high quality employees. Negotiating meetings shall include classification reviews and conducting of equity analysis for determination of salary.~~

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L) LABOR MANAGEMENT COMMITTEES: SEIU accepts the County's proposal dated January 9, 2019.

~~Caseload issues—The County and SEIU will use the Labor Management Committee to establish common caseload reporting practices for the following bargaining unit employees carrying caseloads. Social Worker and Mental Health Clinicians.~~

- ~~• Behavioral Health Advocate~~
- ~~• Mental Health Clinician~~
- ~~• Social Worker~~
- ~~• Conservator Investigator~~
- ~~• Physical/ Occupational Therapist II~~
- ~~• Special Investigator II~~
- ~~• Clinical Service Technician~~
- ~~• Behavioral Health Specialist~~

~~The parties will meet quarterly, at the request of SEIU, to review workloads/caseloads using the common caseload reporting practices developed. The parties will meet and confer over impacts as required by law.~~

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~~The parties agree to meet and confer within 45 days of ratification half way through the contract at the request of SEIU to review any equity concerns (including but not limited to) 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~~
- ~~• Veteran Services Representative~~
- ~~• Library Assistants I/ II~~

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Community Service Officer's Seniority for Shift Bidding, Vacation Requests and Assignments  
Assignment Lengths: SEIU holds to their proposal dated January 2, 2019.

In general, CSO assignments are approximately three (3) years to five (5) years in duration. The list below indicates examples of expected assignment durations.

Assignment Type	Length
Adult Detention	3yrs
Armory and Equipment	3yrs
AWP	3yrs
Contract Cities	3yrs
Missing Persons	3yrs
Sub Stations*	3yrs
SDEA*	5yrs
Other Assignments**	3yrs

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Property & Evidence            5yrs

Registration Desk                5yrs

\* Currently vacant due to RIF's

\*\* New assignments created by the department.

1. The Sheriff's Department may extend each assignment for ~~one (1)~~ two (2) additional years upon mutual agreement with the Sheriff's Department and employee. Example: Missing Persons is a three (3) year assignment. Upon mutual agreement, it may be extended for ~~one (1)~~ two (2) additional years with a total time assigned to that assignment of 4-5 years. If there is a temporary break in assignment (i.e. due to staffing levels or unforeseen circumstances) employees may continue their remaining time in that assignment once the Department is able to do so. If an employee's shift change anniversary lands outside of February or August, the County will round up to the employee's next shift change.

2. In the absence of qualified applicants (DQ in the internal recruitment process), the current employee may be offered a one (1) year extension. Recruitment will continue to occur annually until a qualified applicant is appointed.

3. In the absence of any applicants, the current employee may serve the full term of the assignment.

1.4. Assignments shall commence/ conclude at shift change, except in cases of emergency or operational requirements of the Department (ie: position vacancy). If an employee's shift change anniversary lands outside of February or August, the County will round up to the employee's next shift change.

2.5. A CSO may request to be voluntarily removed from an assignment at any time.

~~3.6. If an employee is forced mandated into an assignment, that assignment length will be a maximum of eighteen months one year.~~ Personnel mandated to an assignment involuntarily may serve up to a maximum of eighteen (18) months in that assignment.

4.7. CSO's shall not involuntarily have their shifts or assignments changed without fourteen days prior notice, except in the case of unforeseen circumstances.

\*\* Unforeseen Circumstances is defined as an unexpected event such as a natural disaster (major flooding or earthquake), request for mutual aid or in the event of civil unrest such as a riot. The term does not include unexpected staffing shortages.

5.8. The shift assignment provisions of this agreement are intended to provide guidelines for the Sheriff's Department and CSO employees on the usual and customary procedures for shift assignment and duration. Nothing in this agreement shall limit or restrict the Sheriff's ability to assign or reassign CSO's to any assignment or shift in the department at any time at the sole discretion of the Sheriff.



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9. Upon mutual agreement between the employer and supervisor, employee's may work a twelve (12) hour shift schedule if the department identifies the need for employees to work extended hours. Both the employee and employer may terminate the agreement of a 12 hour shift with a two (2) week notice.

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**Side Letter Agreement: SOCIAL WORKER CAREER DEVELOPMENT: SEIU proposes the following changes:**

**SEIU Local 521 and the County of Stanislaus agree to develop a joint side letter to address the Social Worker IV's in HSA with an MSW and a minimum of two (2) years of public social service experience, ability to promote to SW V's**

Social Worker III's with a bachelor's degree and six (6) years of public social service experience, shall promote to Social Worker IV's.

All Social Worker V positions are required to have a master's degree. Social Worker IV's in HSA with an MSW shall promote to a SW V with a minimum of two (2) years of public social service experience.