

# MEMORANDUM OF UNDERSTANDING

*between the*

**COUNTY OF SAN BENITO**



*and the*

**SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
AFL-CIO, CLC, LOCAL 521**



representing the

**SAN BENITO COUNTY EMPLOYEES  
ASSOCIATION**

for the period

**OCTOBER 1, 2007** extended thru **September 30, 2013**

Amendments 1-6 Included

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- APPENDIX B - UNIVERSAL SALARY MATRIX - MONTHLY BASE PAY**
- APPENDIX C - GRIEVANCE FORM**

**PREAMBLE**

Both the County of San Benito and the San Benito County Employees Association/SEIU Local #521, agree that the purpose of this Memorandum of Understanding is to ensure that all County employees be treated with mutual respect, dignity, and fairness. To that end, it is the expressed goal of the County of San Benito to use a system of personnel administration that will be unbiased in the recruitment, examination appointment, training, promotion, transfer, layoff, removal, and discipline of employees.

All rules, practices, and policies will be applied equally and impartially. The County of San Benito recognizes this to be important for the resolution of employee grievances and disputes.

It is the goal of the County of San Benito and San Benito County Employees Association/SEIU Local #521, that it is in our mutual interest to foster harmonious labor management relations and to create a work place environment that is healthy, cooperative, supportive and mutually trusting.

The County and Union further agree that the purpose of the County organization is to provide public service and both further agree that they shall strive to achieve excellence in the provision of services to County residents. All residents/clients of the County organization shall be treated with respect, dignity, and fairness.

This preamble expresses the mutual intent of the parties. It is not subject to the grievance procedure.

**ARTICLE 1.  
PARTIES TO THE AGREEMENT**

This Memorandum of Understanding has been executed by a representative of the Board of Supervisors of the County of San Benito and the County Administrative Officer, hereinafter referred to as the County, and by a representative(s) of the San Benito County Employees Association / Service Employees International Union (SEIU), Local 521, CTW –CLC, hereinafter referred to as the Union

**ARTICLE 2.  
NON-DISCRIMINATION IN EMPLOYMENT**

No person applying for employment or employed by the County of San Benito shall be unlawfully discriminated against, according to state and federal law, because of race, color, religion, marital status, national origin, ancestry, sex, sexual preference or orientation, pregnancy, parenthood, political affiliation or political belief, physical or mental disability, or Union activity or lack thereof.

**ARTICLE 3.  
AUTHORIZED AGENTS**

For the purpose of administering the terms and provisions of this Memorandum of Understanding, the following authorized agents have been designated:

- A. County's principal authorized agent shall be the Administrative Officer or his/her duly authorized representative.

County of San Benito

481 4th Street  
Hollister, CA 95023

- B. Union's authorized agent shall be the President, or his/her duly authorized representative.

SEIU Local #521  
334 Monterey Street  
Salinas, CA 93901

San Benito County Employees Association/SEIU Local 521  
345 5th Street, #14  
Hollister, CA 95023

**ARTICLE 4.  
RECOGNITION**

The Union is hereby acknowledged as the recognized employee organization for the purpose of meeting and conferring in good faith under the auspices of Section 3500 et seq of the Government Code of the State of California. The job classifications included in the General Unit are listed in Appendix A.

**ARTICLE 5.  
MANAGEMENT RIGHTS**

Except as otherwise limited by a specific term and/or right delineated in this Agreement or applicable state or federal laws, including Sections 3500-3511 of the California Government Code, the County has and retains the sole and exclusive rights and functions of management, but not limited to, the following:

1. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
2. To manage all facilities and operations of the County including the methods means and personnel by which the County operations are to be conducted.
3. To determine hours of operation and assign work.
4. To establish, modify or change work standards.
5. To direct the work force, including the right to hire, assign, promote, demote or transfer any employee.
6. To determine the location of all work assignments and facilities.
7. To determine the layout and the machinery, equipment or materials to be used.
8. To determine processes, techniques, methods and means of all operations, including changes, allocation and adjustments of any machinery or equipment, except where such impacts employee safety.
9. To determine the size and composition of the work force.

10. To determine policy and procedures affecting the selection and/or training of employees.
11. To establish, assess and implement employee performance standards, including, but not limited, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.
12. To control and determine the use and location of County employees, property, material and equipment.
13. To determine appropriate staffing levels.
14. To determine safety, health and property protection measures within the extent of the law.
15. To transfer work from one job site to another or from one location to another.
16. To introduce new, improved or different methods of operations, or to change existing methods.
17. To layoff employees from duty for lack of work, lack of funds or other reasonable and legitimate operational needs and to temporarily furlough employees for budgetary reasons.
18. To reprimand, suspend, discharge or otherwise discipline employees.
19. To establish, determine or eliminate job classifications and assigned salaries.
20. To take all necessary actions to carry out its mission in emergencies.

The County reserves and retains, solely and exclusively, all of the rights, privileges and prerogatives which it would have in the absence of this agreement, except to the extent that such rights, privileges and prerogatives are specifically abridged by express provisions of this agreement.

<b>ARTICLE 6. UNION RIGHTS</b>
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**6.1 REPRESENTATION**

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

The Union may select up to four (4) persons, in addition to its staff members to act as official representatives and will notify the County as to those individuals so selected.

Official representatives shall represent the Union in jointly scheduled meetings with the County to address matters of mutual concern. Union official representatives who are County employees may utilize time during normal working hours for meeting and conferring with authorized representatives of the County subject to advance scheduling. Such meetings will normally be scheduled during regular working hours.



## **6.2 STEWARD PROGRAM**

The Union may appoint regular employees at a work site to serve as official representatives (stewards) where they are employed. The functions of the stewards shall be to inform other bargaining unit employees of their rights and responsibilities under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed and to investigate and assist in the processing of grievances. The union may select up to sixteen (16) stewards county-wide.

Union agrees to notify the County in writing of the names and titles of the departmental steward(s) representing employees and shall send a copy of such notice to the Personnel Director. Changes to the listing of stewards will be provided by the Union as they occur. Only employees named on the current list will be recognized by the County as stewards of the Union.

Stewards shall be subject to the following:

- A. Stewards shall be authorized a reasonable amount of time off without loss of pay to investigate and present grievances and disciplinary appeal of employees in the department to which the steward(s) are assigned subject to the restriction in I below.
- B. Stewards shall have the right to serve as a representative for employees in grievance matters in accordance with the grievance and disciplinary appeals provisions of the Agreement. No more than one (1) steward may assist in the investigation or processing of a grievance.
- C. Before performing grievance and disciplinary appeal work, the steward will obtain the permission of his/her supervisor and shall report back to his/her supervisor when the grievance or disciplinary work is completed. Where immediate approval is not granted, the supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment.
- D. After receiving approval of his/her immediate supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time or pay, to investigate and present such grievances and appeals. The immediate supervisor will authorize the steward to leave his/her work whenever the supervisor determines that the steward's absence will not interfere with the work of the unit.
- E. When a steward desires to contact an employee, the steward shall first contact the immediate supervisor of that employee, advise of the nature of the business, and obtain release by the supervisor to meet with the employee. When, in the best judgment of the supervisor, the investigation would interfere with the work of the unit, the supervisor will notify the steward when he/she can reasonably expect to contact the employee.
- F. Stewards shall receive no overtime for time spent performing a function of a steward.
- G. Stewards shall not conduct Union business on County time, except as specifically authorized by this Memorandum of Understanding.

- H. Stewards shall be responsible for the full and prompt performance of their workload.
- I. Stewards may represent employees against whom disciplinary action is pending subject to the following restrictions:
  - 1. The steward agrees that the issues which gave rise to the proposed disciplinary action are confidential in nature and will not be discussed with other employees, representatives or the news media, or others who do not have a direct need to know the details of the proposed discipline. The County may refuse to recognize or to deal with a steward who violates this confidentiality.
  - 2. Department management may require that disciplinary representation in a particular disciplinary appeal only be accorded through stewards who are also employees of the same department or by a Union staff representative.

### **6.3 UNION ACCESS**

Authorized Union staff representatives shall have reasonable access to work locations in which employees covered hereby are employed for the purpose of transmitting information or representation purposes. Routine contacts not involving the investigation of grievance/disciplinary matters shall take place during non-working hours. Authorized Union staff representatives desiring such access shall first request permission from the appropriate management representative, at which time the authorized representative shall inform said management representative of the purpose of the visit. Said management representative may deny access to the work location if in his/her judgment it is deemed that a visit at that time will interfere with the operations of the department or facility thereof, in which event said management representative will offer an alternative time and/or location for the visit. In cases where management denies access to a work location and the issue which gives rise to the request for access is one of employee health or safety, then the department shall provide controlled or escorted access.

The Union shall give to each department head, having employees in the unit, and the Personnel Director, a written list of the names of all authorized Union staff representatives, which list shall be kept current by the Union. Access to work locations shall only be granted to Union staff representatives on the current list.

### **6.4 BULLETIN BOARD**

Where such space is available, the County will furnish for the use of the Union, reasonable bulletin board space at reasonable locations. If space is not available on County bulletin boards, the Union may install, at its own expense, bulletin boards at locations approved by the County Administrative Office. Union installed boards shall be of reasonable size and construction as approved by the County Administrative Office. Such bulletin board space shall be used only for the following subjects:

- Union recreational, social, and related news bulletins;
- Scheduled Union meetings;
- Information concerning Union elections or the results thereof;

- Reports of official business of Union including reports of committees or the Board of Directors; and
- All material shall clearly state that it is prepared and authorized by the Union.

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

#### **6.5 USE OF COUNTY MAIL SYSTEM**

The Union may use the County mail system for the following limited purposes:

- To send communications to the Administrative Officer, department heads or other management personnel.
- To send communications to members of the Union Board of Directors and officially designated shop stewards. Such communications shall not be for or include other material to be distributed to general employees.

#### **6.6 DEPARTMENT MEETINGS**

Upon agreement regarding an agenda, a department head and his/her designees and designated department Union stewards may meet as needed to discuss issues of mutual concern. Meetings shall be held during the department's normal business hours. The parties to the meetings shall have no authority to change the wages, hours, terms and conditions of this agreement.

#### **6.7 BOARD OF SUPERVISORS MEETINGS**

On a case-by-case basis, the County will consider authorizing release time for an employee representative to attend Board of Supervisors meetings when matters within the scope of representation are agendized for Board action.

#### **6.8 UNION LEAVE OF ABSENCE**

The County may grant time off, up to a maximum of five (5) working days, to employees for official Union business, so long as the number of employees absent for Union business does not impose an unreasonable burden on the County. Employees must provide adequate notice to the department. All requests for union leaves must be approved by the employee's department head. The employee's accrued vacation and compensatory leaves must be exhausted prior to granting unpaid leave, in accordance with the Personnel Policies and Procedures for unpaid leaves of absence.

### **ORGANIZATIONAL SECURITY**

#### **6.9 AGENCY SHOP**

- 6.9.1 It is the mutual intention of the parties that the provisions of this procedure protect the rights of individual employees without restricting the Union's right to require every

bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.

- 6.9.2. Except as expressly exempted herein, employees in the bargaining unit who do not maintain membership in good standing in the Union are required, as a condition of continued employment, to pay service fees to the Union, in amounts that do not exceed the periodic dues of the Union for the duration of this Agreement.
- 6.9.3. No employee shall be obligated to pay dues or service fees to the Union until the first of the month following thirty (30) calendar days after the employee first comes into the bargaining unit. The County shall notify the Union of new bargaining unit employees, within thirty (30) calendar days of the date the employee is hired.
- 6.9.4. Any employee who is a member of a bona fide religious body or sect, that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join, maintain membership in, or pay service fees to the Union as a condition of employment. Such exempt unit employees will be required to submit to the Union satisfactory evidence of that person's membership in such a religion, body or sect. Such employee shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to a non-religious and non-labor organization exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.
- 6.9.5. Any employee claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying service fees to the Union, furnish the Union and the County with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.
- 6.9.6. During the month of May only of each calendar year, an employee may elect to change their Union dues membership to fee payer or religious exemption status. This provision in no way restricts an employee from initiating Union dues authorization at any time during a calendar year.

#### **6.10 DUES AND FEE SERVICE DEDUCTIONS**

- 6.10.1. The Union has the sole and exclusive right to have employee organization membership dues and service fees deducted by the County for employees in the bargaining unit.
- 6.10.2. The County shall deduct, in accordance with the Union's dues and service fee schedule, dues, service fees, or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit.
- 6.10.3. The County shall, without charge, pay to the Union upon deduction all sums so deducted, except that the County shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this Agreement.
- 6.10.4. The County shall upon request from the union, without charge, furnish the Union with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status, and annual salary.

6.10.5. The County shall notify the Union representative if any member of the bargaining unit revokes a dues, service fee, or payment in lieu of service fee authorization.

6.10.6. The County shall deduct and pay to the Union service fees for each bargaining unit employee who is not a Union member in good standing and who is obligated to pay such fees, pursuant to this Agreement. A payroll deduction authorization form shall not be required for such deductions. If an employee fails to meet the obligation to pay dues, service fees, or payments to charity in lieu of service fees, upon notice of such failure in writing by the Union to the County, this shall be considered grounds for the County to terminate the employee. The Union, at its option, may elect to waive its rights to demand termination and instead use the judicial process to compel payment.

**6.11 HOLD HARMLESS PROVISION**

The Union agrees to defend, indemnify and hold harmless the County and its officers, employees and agents against all claims and liability arising out of any actions taken by the County under this Article, provided that the County has complied with the terms of this Article, and has timely notified the Union of any proceeding, court, or administrative action against the County under this Article.

**6.12 DISPUTE RESOLUTION**

In the event there is a dispute over the interpretation or administration of these procedures, the Union and County agree to submit the dispute to a neutral hearing officer selected from a list provided by the State Mediation and Conciliation Service. The Hearing Officer shall hold an informal hearing during which the dispute will be heard. Thereafter, the Hearing Officer shall issue a decision, which shall be final and binding. The Union and County agree that review of the Hearing Officers' decision shall be as provided for final arbitration awards pursuant to CCP § 1280, et seq.

**6.13 UNION ORIENTATION**

The County will permit an SEIU Representative to address new hires during the County new hire orientation. The Union Representative will be given 15-20 minutes at the conclusion of the orientation session to address bargaining unit employees who wish to remain for a brief informational presentation. The purpose of this setting is to present non-controversial information concerning the Union and the MOU provisions. Subject to departmental approval of release times, the Union may select one (1) steward or Chapter Board member to participate in the presentation.

<b>ARTICLE 7. SAFETY</b>
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**7.1 WORK ENVIRONMENT**

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

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

**7.2 COUNTY-WIDE HEALTH AND SAFETY COMMITTEE**

The County-wide Safety Committee shall consist of one Department Safety Representative (DSR) from each department. If a department has multiple locations, there may be more than one DSR. DSR's shall be appointed from all employee groups. The Union may participate in the selection process. Paid Union officers may attend the safety committee meetings.

**7.3 SAFETY EQUIPMENT AND CLOTHING**

The County shall supply employees with any safety equipment, tools, or clothing required by the State of California, Department of Labor, Division of Occupational Health Safety. County will pay \$50.00 per year for rain gear.

Each employee required by the County to wear safety footwear shall be required to purchase and wear OSHA-approved safety footwear and shall receive a two-hundred dollar (\$200) maximum allowance per year that may be used for more than one pair of safety footwear. The allowance shall be paid at the end of June of each year to those employees in classes requiring safety footwear.

**7.4 ALCOHOL AND DRUG ABUSE POLICY**

The County and the Union shall assemble an ad hoc committee to meet within forty-five (45) calendar days of approval of this Agreement to evaluate and recommend mutually agreeable revisions to this policy.

<b>ARTICLE 8. COMPENSATION</b>
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**8.1 GENERAL SALARY INCREASES**

8.1.1 Effective October 7, 2007, bargaining unit salaries shall be increased by three percent (3%)

8.1.2 Effective October 5, 2008, bargaining unit salaries shall be increased by three percent (3%).

8.1.3 Effective October 4, 2009, bargaining unit salaries shall be increased by one percent (1%).

**8.2 PERS CONTRIBUTION**

8.2.1 All Classifications Excluding Correctional Officers and Juvenile Institution Officers - For the term of this agreement, the County will pay the entire employee PERS contribution. This contribution will be reported to PERS and will be considered to be employee contributions.

8.2.2 Correctional Officers and Juvenile Institution Officers - During the term of this agreement, the County shall pay an amount equal to five percent (5%) of the employees PERS contribution. This payment shall be paid in accordance with Section 20615 of the Government Code. Correctional Officers shall continue to be covered under the safety retirement formula.

8.2.3 Employee PERS contributions shall be considered as salary for wage comparison purposes, job advertisement purposes, etc.

**8.3 OUT-OF-CLASSIFICATION PAY**

Employees assigned by the Department Head or his/her designee, in writing, to perform substantially all of the duties of a higher level classification shall receive an additional five (5%) percent of base pay after they have worked twenty (20) consecutive days out-of-class. Payment shall be made for that period of time that the employee actually is assigned and working out of classification, commencing with the twenty-first (21st) consecutive working day. If it is necessary to order out-of classification work orally, the assignment shall be confirmed in writing within two (2) days.

**8.4 STAND-BY PAY:**

Standby compensation shall provide for payment of forty dollars (\$40.00) for each weekday of standby (5:00 pm to 8:00 am) and sixty dollars (\$60.00) for each weekend day and holiday of standby (24 hours). Employees assigned standby for a portion of a standby shift shall be compensated proportionally.

When assigned to standby duty by the department head or designee, employees must be responsive and reachable by phone and must report to the call within one hour from initial phone contact. In addition, the employee must refrain from activities that might impair his or her ability to perform his or her assigned duties if called in for duty.

**8.5 BILINGUAL PAY:**

8.5.1. Eligible employees shall continue to be paid at the Fifty Dollar (\$50.00) per month rate. It is understood that, relative to incidental bilingual contacts, Unit employees shall endeavor to communicate with non-English speaking persons to the best of their ability without the additional compensation.

8.5.2 Individuals who can pass the bilingual competency test and who use bilingual skills 33% of the time or more shall be eligible for pay. The County may, in its discretion, limit the number of individuals receiving bilingual pay to specified numbers within each department. Should the County limit the number of individuals to receive bilingual pay, the individuals who use the bilingual skills 33% or more of the time and who take and pass the proficiency test shall receive the compensation.

8.5.3 The union and County agree to reconvene a joint management/labor bilingual committee (two members to be selected by the Union and two members to be appointed by the County) The Committee will review, discuss and make recommendations for a tiered compensation program for bilingual County employees. These meetings will commence no later than April 1, 2008. All final decisions pertaining to the committee's

recommendations shall be reviewed by the County Administrative Officer prior to Board of Supervisors approval.

#### **8.6 TRAINING OFFICER PAY**

Employees in the position classifications of Correctional Officers, Juvenile Institution Officers and Communication Dispatchers shall receive training officer pay as follows:

8.6.1 Except in cases of emergency, only one (1) trainee shall be assigned to a Correctional Training Officer, Juvenile Hall Training Officer, or Communications Training Officer.

8.6.2 Training Officer compensation shall be twelve dollars (\$12.00) per twelve (12) hour shift (pro-rated for alternative shift schedules), while assigned to a trainee.

#### **8.7 STC SUPERVISORY CERTIFICATE PAY**

Individuals in the classification of Correctional Sergeants possessing a Supervisory Certificate from STC shall receive an additional 2.5% base pay.

#### **8.8 PERS ONE- YEAR FINAL COMPENSATION ACTUARIAL STUDY**

The County will request that PERS conduct an actuarial study of the costs associated with an amendment to the Miscellaneous Group contract to provide the following optional enhanced retirement benefit: One Year Final Compensation (single highest year). Upon completion, the County shall provide a copy of the completed study to all Unions representing employees covered by the County Miscellaneous Group contract. The County agrees to meet and confer with representative Unions for the employees covered by the County Miscellaneous Group contract. The County agrees to amend the contract to include the One Year Final Compensation benefit enhancement provided:

- a. all representative Unions and Associations agree to this change to the Miscellaneous Group contract; and,
- b. employees can and agree to pay for any additional costs, and that there be no additional costs to the County.

#### **8.9 G STEP**

Effective October 4, 2009, employees who have been at F Step for thirty-six (36) months or longer will move to the G Step in the then-adopted salary range for their class. Thereafter, employees who complete thirty-six (36) months at F step will move to G step effective the first full pay period following their anniversary date.

#### **8.10 LONGEVITY**

1. At the completion of the 20<sup>th</sup> year of service, two and one-half (2.5%) percent added to base salary. Employees with continuous service to San Benito County hired by October 6, 1987 are eligible for this differential.
2. At the completion of the 25<sup>th</sup> year of service, a total of five (5%) percent added to base salary. Employees with continuous service to San Benito County hired by October 6, 1982 are eligible



for this differential.

3. At the completion of the 30<sup>th</sup> year of service, a total of seven and one-half (7.5%) percent added to base salary. Employees with continuous service to San Benito County hired by October 6, 1977 are eligible for this differential.

#### **8.11 COMMUNICATIONS DISPATCHER SHIFT PAY**

Effective October 7, 2007, employees in the position classifications of Communications Dispatchers who are on 12-hour work schedules shall be paid an additional five percent (5%) of base pay. The dispatchers' 12-hour work schedule shall include three twelve-hour shifts followed by a four-hour shift one week and a four-hour shift followed by three twelve-hour shifts the next week. For the purposes of compensation, all of the shifts actually worked in the abovementioned schedule, including any additional shifts actually worked will qualify for the five (5%) percent differential pay.

#### **8.12 HOLIDAY PAY**

Employees in the position classifications of Juvenile Institution Officers, Correctional Officers and Communications Dispatchers will be entitled to "Holiday in Lieu" Pay. These employees not receiving holidays off shall be compensated with Holiday in Lieu pay at the rate of five percent (5%) of base pay. (This is an existing protocol.)

#### **8.13 REPORTING TIME**

Employees who work in the positions of Correctional Officer I, II, and III and Juvenile Institution Officer I, II and III are subject to varying staffing levels dependent on inmate populations. Employees who work in these positions will be eligible for "Reporting Time." Reporting time will be paid if an employee is scheduled to work in advance and no work is available when the employee reports for work. Reporting time will be compensated for the actual hours worked, or two (2) hours paid time, whichever is greater.

#### **8.14 SALARY SURVEY**

The County shall commence a salary survey utilizing at a minimum a number of benchmarked positions no later than January 1, 2010, the results of which shall be for information only and shall have no binding force or effect on negotiations for successor agreements. The agencies to be surveyed shall include, but not be limited to, Monterey and Santa Cruz Counties.

<b>ARTICLE 9. INSURANCE BENEFITS</b>
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#### **9.1 MEDICAL INSURANCE:**

##### **9.1.1 Medical Insurance Plan Options**

The County currently offers to eligible employees CalPERS and the Blue Cross HMO (California Care) H4 Health Plan.

**9.1.2 Medical Insurance Premium Contributions:**

Employees occupying permanent part-time positions, who work a minimum of twenty (20), but less than forty (40) hours per week, and their dependents shall be entitled to participate in the County-sponsored health plans. Permanent part-time employees hired on or before January 1, 2002 shall continue to receive the same County contribution to their health insurance premiums as full-time employees. However, permanent part-time employees hired after January 1, 2002 shall pay a proportionate share of the gross monthly premium rounding to the nearest one-quarter time: i.e., either fifty percent (50%) or seventy-five percent (75%) of the gross monthly premium. In either case cited above, the County contribution shall be based on the full-time equivalent designation of the position on the Schedule of Authorized Positions adopted by the Board of Supervisors, not on the specific number of hours worked.

In recognition of the new premiums announced by PERS that take effect on January 1, 2008, the County shall increase its maximum monthly contribution toward the premium of each eligible employee enrolled in a County-sponsored health plan to the following levels beginning with the December 2007 payroll:

<u>ALL HEALTH PLANS</u>	<u>Maximum Monthly County Contribution Effective 12/07 Payroll</u>		
▪ Employee Only.....			\$482.48
▪ Employee and One Dependent.....			\$790.88
▪ Employee and Family.....			\$912.68
	<u>Monthly Gross Premium</u>	<u>County Contrib. Amount</u>	<u>Employee Contrib. Amount</u>
<u>PERS CHOICE*</u>			
▪ Employee Only.....	\$482.48	\$482.48	\$0
▪ Employee and One Dependent.....	\$964.96	\$790.88	\$174.08
▪ Employee and Family.....	\$1254.45	\$912.68	\$341.77

\* PERS Choice is the lowest cost PERS-sponsored health plan as of January 1, 2008. Premiums for other plans vary; however, the maximum County contribution amount is fixed. Employees are responsible for paying the difference in premiums between the County contribution amount and the gross monthly premium for the plan they have selected. Employees should contact the Human Resources Department for information regarding available health plans, including details of coverage, enrollment forms, and premium costs.

The employee shall be required to pay the balance due as a deduction from the employee's paycheck.

The County will continue to pay 100% of the gross monthly premium for the lowest cost health plan offered by PERS for the term of this Agreement.

Each time PERS effects any premium increases during the contract period after January 1, 2008, the County will increase its contribution to employee health plan premiums as follows:

- First, the County will contribute an additional amount equal to the increase in the gross monthly premium for employee-only coverage for the lowest cost PERS plan available and apply this amount to all three tiers of coverage for all health plans.
- Second, the County and the employee will share equally any remaining increase in premiums.

**EXAMPLE OF COST-SHARING FORMULA FOR HEALTH PREMIUM INCREASES**

To illustrate how this cost sharing formula will work an example is as follows: over the contract term, let us assume, first, that PERS Choice continues to be the lowest cost PERS sponsored health plan.

Next, we add to the 2006 County contribution amounts, the increase in the cost of the employee-only premium and one-half of the difference remaining. For employee-only coverage, the entire cost.

<b>PERS CHOICE HEALTH PLAN PREMIUM</b>							
	<u>2007</u>		<u>2008</u>				
<u>Employee Only</u>		<u>455.18</u>		<u>482.48</u>			
<u>Employee Plus One</u>		<u>910.36</u>		<u>964.96</u>			
<u>Employee Plus Family</u>		<u>1183.47</u>		<u>1254.45</u>			
	Less		Employee	Remaining	Remaining	2007	2008
Premium Increase	Employee Only	Difference	Only Difference	County Contribution	Employee Contribution	Employee Premiums	Final Employer Contribution
27.30	27.30	0.00	0.00	0.00	0.00	0	482.48
54.60	27.30	27.30	27.30	13.65	174.08	160.43	790.88
70.98	27.30	43.68	27.30	21.84	341.77	319.93	912.68

**9.1.3 PREMIUM CONVERSION**

The County Agrees to continue to provide employees with an option to pay their insurance premium contributions on a pre-tax basis, as provided in the Internal Revenue Code.

**9.1.4 CASH INCENTIVE (for Employees Declining Medical Coverage)**

Employees who have alternate medical insurance will have the option of selecting no medical coverage (through the County). The County will provide employees opting for no medical coverage with the option of receiving payment of a portion of what would otherwise be the County contribution. An eligible employee selecting this "cash in lieu of" option shall receive a taxable payment of \$150 monthly (pro-rated into biweekly installments of \$69.23).

To be eligible for the cash incentive, the employee must work a full-time schedule in an authorized full-time position and change from any level of health plan coverage to no coverage, or if a new employee, choose no coverage.

Whenever the employee changes to, or opts for, no coverage, the employee shall provide proof of current alternate coverage and sign a waiver stating that he or she does have alternative coverage and that he or she understands that he or she will no longer receive coverage through a County-sponsored health plan.

If the employee later decides to re-enter a County-sponsored health plan, he or she must meet such requirements and conditions for approval as may be required by the health plan provider or enroll during the annual open enrollment period for PERS provided health plans.

Procedures for exercising this option and for re-entering the County-sponsored health plans shall be established by the County.

## **9.2 DENTAL INSURANCE:**

The County will maintain in effect the Delta Dental Insurance Program. The County will contribute thirty dollars (\$30.00) per full-time regular employee per month for those employees electing to participate in the dental insurance program. Permanent part-time employees (who work a minimum of twenty hours per week) hired after October 1, 2007 shall pay a proportionate share of the gross monthly premium, rounding to the nearest one-quarter time (same conditions as the medical insurance). The following enhancements will be made to the County's current dental plan under Delta Dental effective January 1, 2008.

1. The County will provide a dental open enrollment for alternating even years, beginning for the coverage year 2008.
2. The County's plan will increase the annual maximum benefit per enrollee from \$1,250 to \$1,500
3. The plan will provide orthodontia coverage to enrollees.
4. Implement a PPO (network) plan. When using a dentist in the network, the \$50 annual deductible for members is waived. No change if using dentists out-of-network.

## **9.3 INSURANCE COMMITTEE:**

The Union and County agree to continue to participate in the joint insurance committee and to make appropriate recommendations to the Union and County regarding possible changes in insurance coverage during the term of this agreement. Implementation of any changes will be subject to the meet and confer process.

## **9.4 LIFE INSURANCE:**

The County shall maintain life insurance coverage for unit employees at Twenty-Thousand

Dollars (\$20,000) per employee. In addition, it is possible for the employee to purchase additional insurance at the employee's expense.

**9.5 IRS-125 PROGRAM:**

The County shall maintain the IRS-125 Program in effect for the term of this agreement.

**9.6 VISION INSURANCE:**

The County agrees to provide **MES Vision Insurance** to all full-time regular employees effective January 1, 2008. The County agrees to pay the premium for coverage for the employee only and to maintain a vision insurance plan during the term of this agreement. The County agrees to pay for any increase in the premium for employee only coverage for vision care benefits during the term of this agreement. Employees may elect to pay for vision coverage for eligible dependents through voluntary payroll deductions and will be responsible for any increases during the term of this agreement.

**9.7 LIABILITY OF EMPLOYEE FOR INEGLIGIBLE DEPENDENTS:**

Employees shall be liable for full payment for all services received by ineligible dependents and for any contributions made on the dependent's behalf by the County. It is the responsibility of each employee to notify Human Resources upon any enrolled dependent(s) becoming ineligible.

<b>ARTICLE 10. OVERTIME</b>
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The County overtime practices shall be as follows:

**10.1 OVERTIME DEFINED:**

Overtime is any work in excess of forty (40) hours per week. For the purpose of calculating overtime, all paid time off shall be considered hours worked.

10.1.1 Unless regularly scheduled, overtime hours worked between 10:00 p.m. and 6:00 a.m. shall be compensated at time and one half.

**10.2 OVERTIME COMPENSATION:**

10.2.1 Overtime for **FLSA**-exempt employees shall be compensated with compensatory time off at the rate of one and one half (1-1/2) hours for every hour worked. **Non-FLSA** exempt employees may elect in writing to be compensated with compensatory time off instead of payment at the rate of one and one half (1-1/2) times the hourly rate of pay. However, the maximum accrual of compensatory time off shall be sixty (60) hours. Employees with the maximum compensatory time off accrual shall be paid for any overtime worked. For the purpose of calculating overtime, all time worked will be rounded up to the next twelve (12) minutes on a daily basis.

10.2.2 Employees having more than sixty (60) hours accrued on the effective date of this Memorandum of Understanding shall use the amount accrued as their **CTO** maximum until **CTO** usage has dropped their accrual to or below the sixty (60) hour limit. Thereafter, the sixty (60) hour limit shall apply.

10.2.3 Individuals required to adjust their schedule within a work period shall, to the extent operationally possible, be given a choice of the day and time during which their schedules shall be adjusted. Such choice shall be subject to Departmental approval, but shall not be unreasonably denied. If necessary, departments may schedule the hours adjustment.

**10.3 OVERTIME COMPENSATION- STANDBY PERSONNEL:**

Individuals assigned to standby and receiving telephone calls at home shall receive overtime compensation pursuant to this section but time worked will be calculated on a daily basis. Specifically, individuals receiving telephone calls between the hours of 6:00 am and 10:00 pm shall have all time rounded up to the nearest ten (10) minutes. If, however, telephone calls are received between the hours of 10:00 pm and 6:00 am, employees shall have all time worked rounded up to the nearest thirty (30) minutes.

**10.4 MINIMUM CALL-BACK COMPENSATION:**

Employees called into work for hours not contiguous to their regular work schedule shall receive a minimum of two (2) hours compensation for each call in.

**10.5 COMPENSATORY TIME OFF:**

County departments wishing to order the use of Accrued Compensatory Time Off shall:

10.5.1 Order the use in writing.

10.5.2 Give the employee thirty (30) calendar days to use the amount of time required to be taken off in accordance with normal approval processes.

10.5.3 The department shall order specific days off only if the employee does not schedule time off pursuant to 10.5.2 above.

**10.6 12-HOUR SHIFT PERSONNEL: Juvenile Hall and Jail:**

10.6.1 The County has adopted a FLSA 7(k) fourteen (14) day work cycle.

10.6.2 Overtime shall be paid at premium rates for the time worked in excess of 84 hours per work cycle or twelve (12) hours per day.

10.6.3 Individuals shall be assigned, in general, to work four (4) twelve (12) hour shifts in one (1) week followed by three (3) shifts the following week. Shift times shall be designated by the Juvenile Hall Superintendent for Juvenile Institution Officers and by the Correctional Lieutenant for Correctional Officers.

10.6.4 Individuals working the twelve (12) hour schedule shall accrue time off at the current rate converted to hours. Time off shall be charged at actual hours; i.e. 12 hours per day.

10.6.5 Each employee assigned to shift work will be paid for the thirteen (13) holidays each year at a rate of five percent (5%) of their annual gross pay.

**10.7 OVERTIME ROTATION:**

Correctional Officers shall be continued on an overtime rotation system to provide for the equal distribution of overtime amongst all employees. Employees shall be placed on an overtime list in order of seniority. Thereafter, after an employee has worked twelve cumulative hours of overtime, their name shall be moved to the bottom of the overtime list. Employees not declining a voluntary overtime assignment shall not have their name removed from the top of the list. This rotation system shall not apply to extensions of the employees own regular work schedule.

**ARTICLE 11.  
TRAVEL AND TRAINING**

Compensation for travel time and County ordered training or any other job activity shall be carried out in accordance with the Personnel Policies and Procedure Handbook dated April 1991.

Effective immediately, employees required to travel overnight on County business shall receive a flat rate of not less than \$30.00 per day for meals. This flat rate to be determined through the meet and confer process.

For travel of more than 100 miles, the County may, taking into account starting and finishing times, etc. authorize, on a case by case basis, overnight stays for one (1) day seminars.

**ARTICLE 12.  
VEHICLE MAINTENANCE**

**12.1** The County will adequately service and maintain vehicles utilized by County employees. Employees with a good faith doubt about the safety of a vehicle, which they are required to operate, shall have the right to ask first, department management, and secondarily, the Administrative Officer, to review the condition of the vehicle. If the issue is still unresolved, the matter shall revert to the formal grievance procedure.

**12.2** Effective immediately, the County will not purchase subcompact automobiles as County vehicles. The Safety Committee shall make recommendations to the County Administrative Officer as to the definition of subcompact.

**ARTICLE 13.  
MILEAGE/INSURANCE DEDUCTIBLE REIMBURSEMENT**

The County's mileage reimbursement rate shall be equal to that allowable under IRS regulations. Thereafter, the rate shall be maintained at whatever amount is provided for by the IRS.

The deductible amount covered by the employee's insurance which becomes an actual expense to the employee because of an accident while on County business, shall be reimbursed by the County. Necessary tolls and parking fees are also reimbursable. Claims for deductible reimbursements shall be documented. All reimbursements are subject to written verification that the accident occurred while the employee was conducting County business and was not the result of gross negligence on the part of the employee.

**ARTICLE 14.  
LEAVES**

**14.1** SICK LEAVE

Sick leave shall be as provided for in the County Personnel Policies and Procedures and shall remain unchanged for the term of this agreement.

#### 14.2 HOLIDAYS

The following holidays are recognized as County holidays for pay purposes and all regular and probationary employees have these days off, except as otherwise provided:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. The Day After Thanksgiving
10. Christmas Day
11. Three Floating Holidays

Floating holidays are to be taken or lost by the end of each calendar year, at the employees' discretion, subject to the staffing needs of the department.

#### 14.3 VACATION

Vacation credit for eligible employees is earned each month on a proportionate basis based on the percent of time or number of hours on pay status for that month at a rate determined by the length of qualifying service. Employees must be on pay status at least one-half of the working hours of a month to earn vacation credits for that month.

**Accrual:** Vacation credit will be earned by an eligible employee on pay status beginning the first of the month during which the required qualifying service is completed, at the following rates:

4. For full-time employees having the less than (4) completed years of qualifying service, 3.08 hours per pay period (80 hours per year).
2. For full-time employees having four (4) but less than ten (10) completed years of qualifying service, 4.62 hours per pay period (120 hours per year) .
3. For full-time employees having ten (10) but less than fifteen (15) completed years of service, 5.85 hours per pay period (152 hours per year).



For full-time employees having more than fifteen (15) completed years of qualifying service, 6.46 hours per pay period (168 hours per year).

#### **14.4 CORRECTIONAL OFFICERS- VACATION SCHEDULING**

- 14.4.1 It is mutually understood that the County will allow only one individual from the jail to take vacation at any one time.
- 14.4.2 However, notwithstanding the above, the County will allow a total of up to two individuals from the jail to take vacation when (1) the request is submitted pursuant to subsection (c) below and (2) there are no individuals off on compensatory time or extended sick leave.
- 14.4.3 Requests for vacation shall be submitted during the month of December for the following calendar year. Requests for vacation will be processed giving preference to the employee's time and grade with those employees having the most time and grade receiving vacation preference. Employees may sign up for a maximum of two weeks of vacation during their initial selection. Individuals wishing to sign up for more than two weeks vacation may do so after all unit employees have scheduled their two weeks off.
- 14.4.4 Requests for vacation, which are submitted during the calendar year, will be processed giving preference in the order in which the vacation requests are received. In the event requests are received at the same time for the same vacation period, time and grade will be the determining factor.
- 14.4.5 Once vacations are scheduled, either during the month of December for the following calendar year or during the year, more senior employees shall not be allowed to "bump" less senior employees from a scheduled vacation period, nor shall the department cancel a scheduled vacation except in cases of emergency.
- 14.4.6 Limits of Accrual: An employee shall not accrue vacation credit in excess of an amount equal to two (2) times the employee's yearly accrual rate.
- 14.4.7 Waiting Period to Take Vacation: An employee shall not use such vacation until completion of his/her probationary period and he/she has received a permanent appointment.

#### **14.5 BEREAVEMENT LEAVE**

The County shall amend its bereavement leave policy to provide that individuals attending to a death in the immediate family shall be allowed up to five (5) days of bereavement leave. Except as modified herein, the bereavement leave policy as set forth in the County Personnel Rules shall remain unchanged.

#### **14.6 MATERNITY LEAVE**

County Personnel Rules regarding maternity leave shall provide that pregnant employees shall have the option of retaining ten (10) days of paid leave prior to being granted a leave of absence without pay. This provision is optional. Except as modified herein, the article on maternity leave shall remain unchanged.

#### **14.7 VOLUNTARY FURLOUGHS**

The Association and County have agreed on a voluntary furlough program whereby employees may volunteer for either five (5%) or ten (10%) percent hour in pay reduction subject to the approval of their department head. Employees volunteering for these furloughs will not receive any reduction in leave accruals nor insurance payments. Employees volunteering for furloughs shall not be required to exhaust paid leaves prior to commencing the voluntary furlough period.

<b>ARTICLE 15. GRIEVANCE PROCEDURE</b>
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**15.1 GRIEVANCE DEFINED**

For purposes of this grievance procedure, a grievance is defined as any dispute between the County of San Benito (hereinafter "County") and employee or the Union regarding the interpretation or application of the Memorandum of Understanding (MOU), Supplemental MOUs, the County Personnel Policies and Procedures Handbook, provisions of the County Personnel Ordinance and State and Federal law.

There shall be no restraint, interference, coercion, discrimination or reprisals against any employee for exercise of any rights under the grievance procedure.

A copy of the approved grievance form is attached (Appendix C).

**15.2 STEP 1: APPEAL TO IMMEDIATE SUPERVISOR**

15.2.1 An employee may present the grievance orally either directly or through his/her Union representative to the employee's immediate supervisor within ten (10) working days following the event or events on which the grievance is based. The immediate supervisor shall make whatever investigation necessary to obtain the facts pertaining to the grievance. Within five (5) working days after receiving the oral grievance, the immediate supervisor shall give the employee a reply.

15.2.2 If the employee is not satisfied with the reply of his/her immediate supervisor, the employee may appeal the grievance to Step II.

**15.3 STEP II: APPEAL TO DEPARTMENT HEAD**

15.3.1 If the employee desires to appeal the grievance to Step II, the grievance shall be reduced to writing, on forms provided, and presented to the Department Head or his/her designee within five (5) working days following the receipt of the immediate supervisor's oral reply.

15.3.2 The written grievance shall contain a complete statement of the grievance, and alleged facts upon which the grievance is based, the reasons for the appeal, the remedy requested, and the specific rules, regulations or statute claimed to have been violated, if any. The grievance shall be signed and dated by the employee.

15.3.3 The Department Head or his/her designee may arrange, or the Union may request, a meeting between the Department Head or his/her designee, the employee, and the appropriate Union representative and attempt to resolve the grievance informally. In

any event, the Department Head or his/her designee shall give a written decision to the employee within ten (10) working days following receipt of the written appeal to Step II.

15.3.4 If the employee is not satisfied with the decision he/she may appeal the grievance to Step III.

15.4 **STEP III: APPEAL TO PERSONNEL OFFICER**

15.4.1 If the employee desires to appeal the grievance to Step III, the employee shall complete the appropriate appeal section of the grievance form, sign the appeal, and present the grievance to the Personnel Officer within five (5) working days following receipt of the written decision at Step II. For purposes of this procedure the Personnel Officer shall be the County Administrative Officer, or his/her designee.

15.4.2 If the employee or the Union has a reasonable basis to believe that pursuing a grievance through Step II would be futile, the employee or the appropriate Union representative may file a written grievance directly with the Personnel Officer.

15.4.3 Within ten (10) working days after receipt of the grievance or appeal to Step III, the Personnel Officer shall hold a meeting with the employee, the appropriate Union representative and/or the appropriate supervisor to discuss the matter to hopefully reach an early resolution of the dispute. In any event, a written decision shall be given the employee or the appropriate Union representative within five (5) working days following the meeting.

15.4.4 If the Union is not satisfied with the decision of the Personnel Officer, the appropriate representative of the Union may appeal the grievance to Step IV - Arbitration.

15.5 **STEP IV: ARBITRATION**

15.5.1 If the grievance has been properly processed through the previous steps of the procedure and not resolved, the appropriate Union representative may appeal the grievance to arbitration. The Union representative shall notify the Personnel Officer, in writing, within thirty (30) calendar days following receipt by the employee of the written answer at Step III.

15.5.2 Within fourteen (14) calendar days following the receipt of the notice of appeal to Step IV, a meeting shall be arranged by the Personnel Officer with the appropriate Union representative to prepare a joint statement of the issue, or issues, to be presented to the arbitrator. If the parties are unable to agree upon the issue, or issues, each party will prepare its statement of the issue, or issues, and jointly submit the separate statement of issue, or issues, to the arbitrator for determination.

15.5.3 The parties may mutually agree upon the selection of the arbitrator or shall jointly request the California State Mediation and Conciliation Service to provide a list of seven (7) persons qualified to act as arbitrators.

15.5.4 Absent the parties reaching a stipulation as to an arbitrator, within five (5) working days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternatively strike one (1) name from the list until only one (1) name remains, and that person shall be the arbitrator.

- 15.5.5 The arbitrator shall hold a hearing on the issue, or issues, submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue, or issues, and render a written opinion and reasons for the opinion as soon after the hearing as possible. The conduct of the arbitration proceedings shall be governed by California Code of Civil Procedure Section 1280 et seq. Except as provided in the paragraph 15.5.7 below, the arbitrator's opinion shall be final and binding on both parties, and shall be limited to the issue, or issues, involved. With the exception of disciplinary grievances, parties to the grievance shall not be represented by attorneys at the hearing unless otherwise mutually agreed. Either party may elect to have representation by legal counsel for those arbitration hearings where there is the potential for contempt as set forth under the Stipulated Order and Judgment.
- 15.5.6 In the event the opinion contains a monetary award which exceeds One Thousand Dollars (\$1000.00), the opinion shall be advisory only to the County Board of Supervisors. The Board of Supervisors may, within fourteen (14) calendar days of receipt of the award, elect to review the award and issue a decision adopting or rejecting or modifying the award. The Board's review under this paragraph shall be pursuant to the procedures set forth under Government Code Section 11517 et seq. If the Board does not elect to review the opinion within the fourteen (14) calendar days, the opinion shall be deemed final and binding on the parties. A final decision under this provision shall be reviewable under Code of Civil Procedure Section 1094.5.
- 15.5.7 The opinion shall be sent to the Personnel Officer and to the employee or appropriate representative of the Union.
- 15.5.8 The parties agree each party shall pay for the time and expenses of its representatives and witnesses and shall contribute equally to the fee and expenses of the arbitrator and arbitration hearing.
- 15.5.9 Witnesses who are employees and on duty at the time of a scheduled appearance before the arbitrator shall be released from duty without loss of compensation for the time required to testify. No overtime payments shall be made because of scheduled appearances.
- 15.5.10 Individual grievants shall be released from duty without loss of pay for the time of the arbitration hearing. One spokesperson shall be permitted to be present without loss of compensation for grievances filed by the Union.
- 15.5.11 The parties agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with. Failure to comply with the time limits set forth in Section 15.4 herein, will authorize the arbitrator to order either a default judgment against the County or a dismissal with prejudice against the Union. Time limits may be extended only by written mutual agreement of the parties.

**15.6 DISCIPLINARY GRIEVANCES – (APPEALS OF DISCIPLINARY ACTION)**

- 15.6.1 Employee appeals of disciplinary actions shall be governed by applicable County Personnel Policies and Procedures Handbook and State law. During the term of this procedure, an employee challenging discipline shall have the option of choosing between the arbitration provisions of this grievance procedure, or appeal to the County Board of Supervisors. Any employee who wishes to preserve the right of appeal to the

Board must comply with the time requirements for filing such appeal as specified in the County Personnel Policies and Procedures Handbook. For employees who elect to appeal through this grievance procedure, the provisions of this grievance procedure, beginning at Step IV, shall apply.

15.6.2 At the Personnel Officer's request, the employee shall confirm his/her election of remedies in writing to the County.

15.7 **GENERAL PROVISIONS OF GRIEVANCE PROCEDURES**

15.7.1 The Union agrees that it will not initiate or pursue any other avenue of redress on any matter properly within the scope of representation, except where the law does not require the exhaustion of administrative remedies, until the provisions of this grievance procedure, including arbitration, have been utilized and completed.

15.7.2 Working days as used in this Article shall be defined as the regularly scheduled working days of the employee, or the authorized representative of the Union, filing or appealing the grievance and the regularly scheduled working days of the appropriate representative of the County responsible for replying to the grievance.

15.7.3 If a party petitions to compel arbitration, vacate or confirm an arbitration award, then the prevailing party in such litigation shall be entitled to reasonable attorneys' fees. This provision contemplates the prevailing party being either the petitioner or respondent in such litigation, including those situations in which the County is represented by the County Counsel's office.

The parties hereby agree that an arbitrator's award issued pursuant to this grievance procedure shall be considered a judgment as if the award is confirmed pursuant to Section 1285 et seq. of the Code of Civil Procedure.

**ARTICLE 16.  
IRS 414-H2 PROVISION**

The County shall maintain in effect the IRS 414-H2 Provision allowing for a tax deferral of the employee-paid PERS contributions.

**ARTICLE 17.  
BODY ARMOR**

The County will replace employee's body armor upon the expiration of the manufacturer's warranty.

**ARTICLE 18.  
LIGHT DUTY**

When, due to job related injury or illness, an employee is unable to perform his/her normal duties, the employee may work in a light/limited duty capacity if the department determines such work is available. Employees may work light/limited duty only upon the authorization of the employees attending physician or a properly appointed County physician, and only to the extent that the employees illness or injury is not further aggravated by working in this capacity nor is a hazard created for other employees. If light/limited duty is available and the employee is cleared by an attending physician to perform such

work, he/she shall be required to accept light/limited duty. The shift worked by the employee shall be determined in accordance with the best interest of the department.

**ARTICLE 19.  
STANDBY DUTY**

All standby duty schedules shall be posted at least thirty (30) calendar days in advance of the effective date of the schedule. Once posted, any schedule changes with less than fourteen (14) days notice require notification to the affected employees. Emergency changes may be ordered without any advance notice.

**ARTICLE 20.  
SUB-CONTRACTING**

Not less than thirty (30) days prior to any final decision on sub-contracting or assignment of volunteers to do unit work, the County will notify the Union of its intent to sub-contract. Upon request, the County will meet with the Union to explain the reasons that sub-contracting is being considered, and to discuss the impact of the sub-contracting on unit members. Nothing herein should be construed to restrict the County's right to sub-contract out unit work after meeting and conferring with the Union on the impact of the sub-contracting.

**ARTICLE 21.  
UNIFORMS - SHERIFF'S DEPARTMENT PERSONNEL**

Newly hired employees in the Sheriff's Department, required to wear uniforms, will have the uniform provided by the County. The uniform allowance shall be sixty-six dollars monthly for eligible employees. Uniform items to be provided are:

- 1) 2 pairs of pants (Poly-Wool)
- 2) 2 long-sleeve shirts
- 3) 2 short-sleeve shirts
- 4) 1 tie
- 5) 1 pants belt with brass colored buckle
- 6) 1 name badge
- 7) 1 jacket

**ARTICLE 22.  
SPECIAL ASSIGNMENTS**

The County shall post all available special assignments at least seven (7) working days prior to their being filled. Examples of special assignments included: FTO assignments, Rangemaster, Reserve Coordinator, Explorer Advisor, etc. During the seven (7) day posting period, individuals interested in receiving the assignment shall be given the opportunity to indicate their interest. Appointments to special assignments shall be made in the sole discretion of the Sheriff.

**ARTICLE 23.  
WEAPONS**

Employees shall be allowed to carry department approved optional 9mm, 10mm or 45 caliber weapons, as their primary duty weapon, under the following conditions:

- 1) The employee shall buy his/her weapon, holster, and clip pouches to department specifications.
- 2) He/she shall pass an approved training program on his/her own time and expense.
- 3) He/she qualified with the weapon under the direction of the department firearms specialist.
- 4) He/she turns in the department issued weapon, holster, speed loaders and pouches.

Following qualification above, the department will issue duty and training ammunition.

**ARTICLE 24.  
GROOMING STANDARDS**

The County and Union acknowledge that the grooming standards as contained in the Department Manual remain in effect.

**ARTICLE 25.  
BAILIFF ASSIGNMENT**

The Bailiff assignment shall be made on a six (6) month rotational basis. Individuals may request a continuing assignment to the Bailiff assignment if there is no departmental or operational need to the contrary, as determined by the department.

**ARTICLE 26.  
PAYDAYS**

- 26.1 The County shall provide for distribution of employee paychecks on a biweekly schedule. An annual payroll schedule will be made available to employees by the Auditor's Office.
- 26.2 The County will continue to make available direct deposit with all banks that are willing to participate.

**ARTICLE 27.  
SICK LEAVE PAYOUT**

The County will continue its practice of assisting employees with the tax consequences of leave cash-outs through deferral of payments, etc. The County and Union agree to discuss possible programs to allow utilizing leave payouts for retiree medical insurance.

**ARTICLE 28.  
FLEXIBLE WORK HOURS**

Upon the recommendation of the Department Head and the approval of the Board of Supervisors, flexible work hour programs may be implemented for various groups of county employees (for example, 4/10 work schedules). Such flexible work hour programs will be implemented only upon approval of the Department Head and Board and following any required meet and confer between the County and Union.

Employees can submit a request to a department head for a flex hour schedule in their department. The proposal should meet the operational needs and efficiency in running the department. The Department Head will give final approval to the flex hour schedule. If the request is denied, the Department Head shall give a written explanation as to why the proposal does not meet the operational needs and efficiency in running the Department. Denial of the request may be appealed to the CAO but will not be subject to the binding arbitration procedures in the MOU.

**ARTICLE 29.  
RETIREMENT**

The County shall continue to provide the 2% at 55 PERS retirement program for Miscellaneous Employees and the 2% at 50 PERS retirement option for Safety Employees.

**ARTICLE 30.  
ADVANCED NOTICE**

Whenever the County changes county wide personnel policies, the Union will be given written notice at least ten (10) working days, absent emergency, before the effective date of changes regarding wages, hours and other terms and conditions of employment. This notice is provided in order that the Union may meet and confer with the County before the change becomes effective, if the Union so requests.

**ARTICLE 31.  
REST PERIODS**

- 1) One (1) duty-free rest period of not more than fifteen (15) minutes shall be normally granted during each four (4) hours of continuous work. A part-time employee shall normally be granted one fifteen (15) minute rest period for each work period of four (4) hours or more.
- 2) The department head shall establish reasonable rules governing the taking of such relief or rest periods. Rest periods will be taken away from the immediate work area when the employee works in a public contact office, and where the department head can reasonably provide such separate area.
  - 3) Rest periods shall not be taken at the beginning or end of a work period, combined with a meal period or accumulated for use at a later time.
  - 4) A rest period shall count as fifteen (15) minutes of time worked for calculation of pay.

**ARTICLE 32.  
HIRING PROCEDURES/PROMOTIONS**

The County shall provide to all departments existing policies/procedures on the posting of vacancies and promotional opportunities.

**ARTICLE 33.  
SERVICE CREDIT PART-TIME EMPLOYEES**



In accordance with existing rules, permanent part-time employees shall receive pro-rated service time credit for County seniority purposes.

**ARTICLE 34.  
TUITION REIMBURSEMENT**

The County has developed a tuition reimbursement program for Unit employees. The program includes:

- 34.1 Maximum reimbursement of up to Seven Hundred Fifty Dollars (\$750.00) per eligible employee per fiscal year.
- 34.2 Reimbursement for job related, pre-approved courses from accredited educational institutions.
- 34.3 Reimbursement upon successful course completion.

The Administrative Policy outlining the details of the program is available in the Administrative Offices.

**ARTICLE 35.  
PROBATIONARY PERIODS**

All employees hired into Correctional Officer, Juvenile Institution Officer and Communications Dispatcher classifications shall serve an initial probationary period of twelve (12) months. During the probationary period, an employee may be rejected at any time by the Department Head of the employee without cause and without the right of appeal. Timing of the performance evaluations during the probationary period shall be in accordance with the performance evaluation section of the Personnel Policies and Procedures.

**ARTICLE 36.  
PEACEFUL PERFORMANCE**

The Union agrees that during the term of this Memorandum of Understanding neither it nor the employees it represents will engage in, encourage, sanction, support, any job or other actions which would involve suspension of or interference with normal work of the department or other County departments.

In the event of any job actions as described above, the Union will immediately notify involved employees that the action(s) is in violation of this section, and direct them to cease the action(s).

**ARTICLE 37.  
FULL UNDERSTANDING, MODIFICATION & WAIVER**

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the term or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County Board of Supervisors and San Benito County Employees Association. The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**ARTICLE 38.  
SAVINGS PROVISION**

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law or an agency of the State, but all other provisions will continue in full force and effect.

**ARTICLE 39.  
TERM OF MOU**

This Memorandum of Understanding represents the entire Agreement between the County and San Benito County Employees Association/SEIU Local #521 on subjects contained herein and shall become in full force and effect, unless otherwise noted, on October 1, 2007, and shall continue in full force and effect until midnight September 30, 2010, and will thereafter continue in effect until the parties reach agreement on a successor Agreement or the Board of Supervisors takes action to modify the benefits provided hereunder. The Union shall present the County with its requests for negotiations on the items within the scope of representation no later than July 1, 2010. The County and Union shall begin the meet and confer process no later than July 15, 2010.

***IN WITNESS WHEREOF,***

the parties hereto have caused this Memorandum of Understanding to be executed by affixing their signatures below.

<b>COUNTY OF SAN BENITO</b>
<b>DON MARCUS</b> Chair, Board of Supervisors

<b>SAN BENITO COUNTY EMPLOYEES ASSOCIATION/SEIU LOCAL 521</b>
<b>MARC HAIN</b> President, SBCEA

<b>SUSAN THOMPSON</b> County Administrative Officer
<b>RICH INMAN</b> Assistant CAO/Internal Services Director
<b>LINZIE DANIEL</b> Chief Labor Negotiator
<b>JACKI CREDICO</b> Management Analyst
<b>TERRA CHAFFEE</b> Deputy County Counsel

<b>KATHLEEN BOULWARE</b> Negotiating Team
<b>ROBBIE RUSSEL</b> Negotiating Team
<b>LORI WOODLE</b> Negotiating Team
<b>FRANK GARDEN</b> Representative, SEIU Local 521

<b>APPENDIX A</b> <b>CLASSIFICATION TITLES,</b> <b>SALARY RANGES, AND</b> <b>EFFECTIVE DATES</b> <b>FOR</b> <b>SEIU/SBCEA EMPLOYEES</b> <b>EFFECTIVE 10/07/07</b>
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**APPENDIX B**

**UNIVERSAL SALARY MATRIX MONTHLY BASE PAY  
FOR RANGES AND STEPS**

**APPENDIX C**  
**GRIEVANCE FORM**

THE FIRST AMENDMENT  
TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
COUNTY OF SAN BENITO AND THE SAN BENITO COUNTY EMPLOYEES  
ASSOCIATION/SEIU LOCAL #521

This First Amendment to the Memorandum of Understanding is entered into this 13<sup>th</sup> day of January, 2008, by and between the County of San Benito (the "County") and the San Benito County Employees Association/SEIU Local #521 (the "Union").

Recitals

1. The County and the Union (collectively, "Parties") have previously entered into a Memorandum of Understanding (the "MOU"), that is effective from October 1, 2007 to September 30, 2010.
2. Parties agree that This Amendment is entered into pursuant to Article 37, Full Understanding, Modification, & Waiver, of the MOU.
3. Representatives of the County and the Association have met and conferred in good faith and determined it is appropriate to make the following changes in the current MOU in the form of a First Amendment to the MOU ("Amendment").

Agreement

Now, therefore the Parties agree as follows:

1. Article 8.11 is hereby deleted in its entirety and replaced with:

8.11 COMMUNICATIONS DISPATCHER PAY

Effective January 13, 2008, base salary ranges for the positions of Communications Dispatcher I, II and III shall be increased by approximately five percent (5%). This ongoing base salary increase is being implemented due to the elimination of the five percent (5%) shift pay differential resulting from a change in work schedule which eliminated 12-hour shifts for dispatchers.

2. Except as amended by this Amendment, the provisions of the MOU remain in full force and effect. Except as otherwise specified, terms contained in this Amendment shall have the same meaning as those contained in the MOU.

IN WITNESS WHEREOF, this First Amendment to the MOU has been executed by the Parties hereto on the day and year first above written.

APPROVED BY THE COUNTY

Jaime De La Cruz  
Jaime De La Cruz, Chair  
San Benito County Board of Supervisors  
Date: 1/22/08

APPROVED BY THE UNION

Frank Garden  
Frank Garden,  
SEIU Representative  
Date: 1/14/08

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

Terra F. Chaffee  
Terra Chaffee, Deputy County Counsel

THE SECOND AMENDMENT  
TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
COUNTY OF SAN BENITO AND THE SEIU LOCAL 521

This Second Amendment to the Memorandum of Understanding is entered into this 4<sup>th</sup> day of November, 2008, by and between the County of San Benito (the "County") and the SEIU Local 521 (the "Union").

**Recitals**

1. The County and the Union (collectively "Parties") have previously entered into a Memorandum of Understanding (the "MOU"), that is effective from October 1, 2007 to September 30, 2010, and a First Amendment dated January 13, 2008.
2. Parties agree that This Amendment is entered into pursuant to Article 37, Full Understanding, Modification, Waiver, of the MOU.
3. Representatives of the County and the Union have met and conferred in good faith and determined it is appropriate to make the following changes in the current MOU in the form of a Second Amendment to the MOU ("Amendment").

**Agreement**

Now, therefore the Parties agree as follows:

1. The effective date of this Amendment shall be January 1, 2009; however, since employee health insurance premiums are paid in advance of the benefit month, affected employee contributions and employer contributions shall begin with the first paycheck in December 2008.
2. Subsection 9.1.2, Medical Insurance Premium Contributions, is hereby modified to read as follows:

**9.1.2 Medical Insurance Premium Contributions:**

Employees occupying permanent part-time positions, who work a minimum of twenty (20), but less than forty (40) hours per week, and their dependents shall be entitled to participate in the County-sponsored health plans. Permanent part-time employees hired on or before January 1, 2002 shall continue to receive the same County contribution to their health insurance premiums as full-time employees. However, permanent part-time employees hired after January 1, 2002 shall pay a proportionate share of the gross monthly premium rounding to the nearest one-quarter time: i.e., either fifty percent (50%) or seventy-five percent (75%) of the gross monthly premium. In either case cited above, the County contribution shall be based on the full-time equivalent designation of the position on the Schedule of



Authorized Positions adopted by the Board of Supervisors, not on the specific number of hours worked.

In recognition of the new premiums announced by CalPERS that take effect on January 1, 2009, the County shall continue its maximum monthly contribution toward the premium of each eligible employee enrolled in a County offered health plan to the following levels beginning with the December 2008 payroll:

\*PERS Choice will be selected as the CalPERS-sponsored health plan to be used in calculating employer contributions for health insurance premiums for County employees. Premiums for other plans vary; however, the maximum County contribution amount is fixed. Employees are responsible for paying the difference in premiums between the County contribution amount and the gross monthly premium for the plan they have selected. Employees should contact the Human Resources Division for information regarding available health plans, including details of coverage, enrollment forms, and premium costs.

The employee shall be required to pay the balance due as a deduction from the employee's paycheck.

*The County will continue to pay 100% of the gross monthly premium for employee coverage under the PERS Choice Health Plan for the term of this Agreement.*

Each time CalPERS effects any health insurance premium increases during the contract period after January 1, 2009, the County will adjust its contribution to employee health plan premiums as follows:

- First, the County will contribute an additional amount equal to the increase in the gross monthly premium for employee-only coverage for the PERS Choice Health Plan and apply this amount to all three tiers of coverage for all health plans.
- Second, the County and the employee will share equally any remaining increase in premiums.
- *Third, if the employee chooses an employee-only plan with a premium less than the PERS Choice premium (resulting in a negative employee contribution), the County contributes the 100% full premium for that plan and does not reimburse the employee the difference between the PERS Choice premium and the lower premium.*
- *Fourth, if future PERS Choice health plan premiums result in a decrease from the prior calendar year, the County will continue to pay 100% of the premium for the employee coverage and any savings for the other tiers shall be shared by both parties in the same method used to calculate shared increases.*

PERS CHOICE HEALTH PLAN PREMIUMS FOR 2009

	GROSS PREMIUM	COUNTY CONTRIBUTION	EMPLOYEE CONTRIBUTION
EMPLOYEE ONLY	\$482.48	\$482.48	\$0
EMPLOYEE + 1	\$964.96	\$790.88	\$174.08
EMPLOYEE + FAMILY	\$1,254.45	\$912.68	\$341.77

IN WITNESS WHEREOF, this Second Amendment to the MOU has been executed by the Parties hereto on the day and year first above written.

Jaine De La Cruz  
 Jaine De La Cruz, Chair      DATE  
 Board of Supervisors

Marc Hain      10-31-08  
 Marc Hain, President      DATE

Terra Chaffee      10/30/08  
 Terra Chaffee, Deputy      DATE  
 County Counsel's Office

Joel Hill      10/30/08  
 Joel Hill, Representative      DATE  
 SEIU Local 521

THE THIRD AMENDMENT  
TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
COUNTY OF SAN BENITO AND THE SAN BENITO COUNTY EMPLOYEES  
ASSOCIATION/SEIU LOCAL #521

This Third Amendment to the Memorandum of Understanding is entered into this 7<sup>th</sup> day of July, 2009, by and between the County of San Benito (the "County") and the San Benito County Employees Association/SEIU Local #521 (the "Union").

Recitals

1. The County and the Union (collectively, "Parties") have previously entered into a Memorandum of Understanding (the "MOU"), that is effective from October 1, 2007 to September 30, 2010; a First Amendment dated January 13, 2008; and a Second Amendment dated November 4, 2008.
2. Parties agree that This Amendment is entered into pursuant to Article 37, Full Understanding, Modification, & Waiver, of the MOU.
3. Representatives of the County and the Association have met and conferred in good faith and determined it is appropriate to make the following changes in the current MOU in the form of a Third Amendment to the MOU ("Amendment").

Agreement

Now, therefore the Parties agree as follows:

1. **Extension of the Term of the MOU.**

Article 39 is hereby deleted in entirety and replaced with:

**ARTICLE 39. TERM OF MOU**

This Memorandum of Understanding represents the entire Agreement between the County and San Benito County Employees association/SEIU Local #521 on subjects contained herein and shall become in full force and effect, unless otherwise noted, on October 1, 2007, and shall continue in full force and effect until midnight September 30, 2012, and will thereafter continue in full force and effect until the parties reach agreement on a successor Agreement or the Board of supervisors takes action to modify the benefits provided hereunder. The Union shall present the County with its requests for negotiations on the items within the scope of representation no later than July 1, 2012. The County and the Union shall begin the meet and confer process no later than July 15, 2012.

2. **Salary Increase Scheduled for 10-4-09 Delayed**

Subsection 8.1.3 is hereby deleted in its entirety and replaced with:

8.1.3 Effective October 2, 2011, bargaining unit salaries shall be increased by one percent (1%).

3. Parity with Other Groups

New subsection 8.1.4 is hereby added to read as follows:

Compensatory increases provided to other employee groups shall also be provided to employees in the bargaining unit. This excludes compensatory increases that are already contracted with other groups, restoration of benefits previously surrendered by other groups, and increases that are mandated through binding arbitration. This provision will sunset on September 30, 2012.

4. Voluntary Time Off Program (VTO)

Section 14.7 is hereby deleted in its entirety and replaced with:

14.7 VOLUNTARY FURLOUGHS

The Association and County have agreed on a voluntary furlough program whereby employees may volunteer for either five (5%) or ten (10%) percent hour in pay reduction subject to approval of their department head. Employees volunteering for these furloughs will not receive any reduction in leave accruals nor insurance payments. Employees volunteering for furloughs shall not be required to exhaust paid leaves prior to commencing the voluntary furlough period. The Association and the County have also agreed that bargaining unit employees may utilize the County-wide Voluntary Time Off Program (VTO).

5. Furlough Program

New section 14.8 is hereby added to read as follows:

14.8 FURLOUGH PROGRAM

The Association and County have agreed on an employee Furlough Program. Under this Program, the County may send employees home in a given fiscal year on a no pay status due to lack of sufficient funds from all available budgetary sources as determined by the Board of Supervisors to maintain normal operations in any department under the following conditions:

No permanent or probationary employee may be furloughed more than one day or shift per pay period and no permanent or probationary employee may be furloughed more than fifteen (15) days in a given fiscal year.

Employees shall be furloughed in inverse order of seniority in the following order:

- A. Employees who agree to be furloughed on a voluntary basis
- B. Relief employees
- C. Probationary employees
- D. Permanent part-time employees
- E. Permanent employees

Permanent and probationary employees placed on a no pay status in the Furlough Program shall continue to accrue and maintain all employee benefits. Participation in the Furlough Program shall not affect a permanent or probationary employee's anniversary date.

The County shall not contract with outside firms or persons for work currently performed by County employees who have been placed on a no pay status under the Furlough Program.

## 6. Holiday Pay

Section 8.12 is hereby deleted in its entirety and replaced with:

### 8.12 HOLIDAY PAY

Employees in the position classifications of Correctional Officers and Sergeants, Juvenile Institution Officers, and Communications Dispatchers will be entitled to "Holiday in Lieu" Pay. These employees not receiving holidays off shall be compensated with "Holiday in Lieu" Pay at the rate of five percent (5%) of base pay. (This is an existing protocol.)

However, effective July 12, 2009, in lieu of participation in the mandatory furlough program, as provided in section 14.8, the 5% additional "Holiday in Lieu" Pay afforded to Correctional Officers and Sergeants, Juvenile Institution Officers, and Communications Dispatchers will be suspended for a period no longer than 52 pay periods.

## 7. Retiree Health Insurance

Appendices D, E, and Fare attached hereto and are hereby made a part of this agreement. New section 9.8 is hereby added to read as follows:

### 9.8 RETIREE HEALTH INSURANCE

#### Tier One

Tier One provides the same county contributions and schedule as outlined in the

resolution as adopted by the Board of Supervisors in 1993 (see "Appendix D") for all County employees who are currently employed and retire from San Benito County under the California Public Employees Retirement System (CalPERS). Under Tier One, for calendar year 2009, the health insurance contributions for annuitants from the County receive eighty percent (80%) of the contributions made on behalf of the active employees. For employees who fall under this plan, the County will contribute an additional five percent (5%) each year, until the County contributions are equal to one hundred percent (100%) the County contributions for active employees.

#### Tier Two

Tier Two provides county contributions for retiree health insurance based on a vesting schedule for employees who are hired by San Benito County on or after January 1, 2010 and retiree from San Benito County under the CalPERS, and as permitted by the Public Employee Medical Health Care Act (PEMHCA). See "Appendix E" for the vesting schedule guidelines and "Appendix F" for the vesting schedule.

### 8. Professionalism in the Workplace

New section 7.5 is hereby added to read as follows:

#### 7.5 PROFESSIONALISM IN THE WORKPLACE

All employees, including peers and supervisors, are expected to interact in a professional manner and with respect in the workplace. Unprofessional conduct will not be tolerated. Actions of individuals directed towards an employee which are intended to intimidate and create a risk to the health and safety of the employee may be cause for disciplinary action.

Examples of unprofessional conduct may include swearing, shouting, criticizing or humiliating another individual for underperformance in front of peers or coworkers, etc.

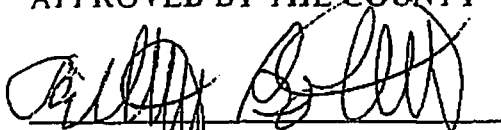
### 9. Savings Provision

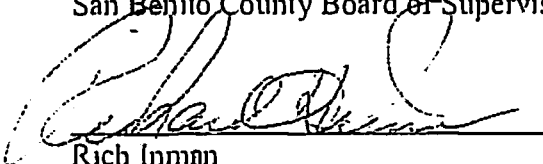
Except as amended by this Amendment, the provisions of the MOU remain in full force and effect. Except as otherwise specified, terms contained in this Amendment shall have the same meaning as those contained in the MOU.

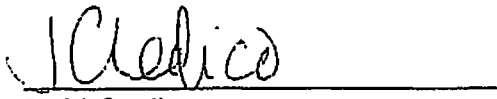
[Signature Page Follows]

IN WITNESS WHEREOF, this Third Amendment to the MOU has been executed by the Parties hereto on the day and year first above written.

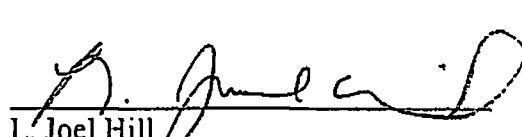
APPROVED BY THE COUNTY

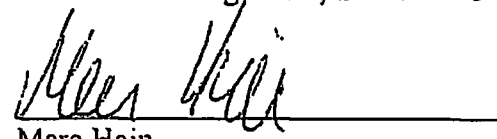
  
Anthony B. Coelho, Chair  
San Benito County Board of Supervisors


  
Rich Inman  
Assistant CAO/Internal Services Director

  
Jacki Credico  
Management Analyst

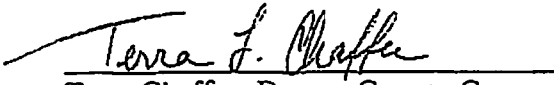
APPROVED BY THE UNION

  
L. Joel Hill  
Lead Internal Organizer, Local SEIU 521 6.30.09

  
Marc Hain,  
President, San Benito Chapter

  
Joshua Mercier  
Bargaining Team Member

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

  
Terra Chaffee, Deputy County Counsel

APPENDIX D

RESOLUTION # \_\_\_\_\_-93-96

RESOLUTION ELECTING TO BE SUBJECT TO  
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT  
FIXING THE EMPLOYER'S CONTRIBUTION FOR EMPLOYEES AND  
THE EMPLOYER'S CONTRIBUTION FOR  
ANNUITANTS AT DIFFERENT AMOUNTS

WHEREAS, Government Code Section 22850 provides the benefits of the Public Employees' Medical and Hospital Care Act to employees of local agencies contracting with the Public Employees' Retirement System on proper application by a local agency; and

WHEREAS, Government Code Section 22857 provides that a contracting agency may fix the amount of the employer's contribution for employees and the employer's contribution for annuitants at different amounts provided that the monthly contribution for annuitants shall be annually increased by an amount not less than 5 percent of the monthly contribution for employees, until such time as the amounts are equal; and

WHEREAS, San Benito County, hereinafter referred to as Public Agency, is a local agency contracting with the Public Employees' Retirement System; and

WHEREAS, The Public Agency desires to obtain for its employees and annuitants the benefit of the Act and to accept the liabilities and obligations of an employer under the Act and Regulations; now, therefore, be it

RESOLVED, That the Public Agency elect, and it does hereby elect, to be subject to the provisions of the Act; and be it further

RESOLVED, That the employer's contribution for each employee shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Bargaining Unit	Contribution Per Month
1. <u>General Unit (SBCEA/SEIU)</u>	
Employee Only	137.81
Two Party	252.73
Family	288.28
2. <u>Public Safety Unit (SBCDSA)</u>	
Employee Only	137.81
Two Party	236.75
Family	269.28



3.	<u>Management Unit (SBCMEG)</u>	
	Employee Only	137.81
	Two Party	252.73
	Family	283.28
4.	<u>Unrepresented Employees</u>	
	Employee Only	137.81
	Two Party	252.73
	Family	283.28

and be it further

**RESOLVED**, That the employer's contribution for each annuitant shall be the amount necessary to pay the cost of his enrollment, including the enrollment of his family members, in a health benefits plan up to a maximum of \$1.00 per month; and be it further

**RESOLVED**, That the employer's contribution for each annuitant shall be increased annually by 5.0 percent of the monthly contribution for employees, until such time as the contributions are equal;

And that the contributions for employees and annuitants shall be in addition to those amounts contributed by the Public Agency for administrative fees and to the Contingency Reserve Fund; and be it further

**RESOLVED**, That the executive body appoint and direct, and does hereby appoint and direct, David Edge, County Administrative Officer, to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said Public Agency all functions required of it under the Act and Regulations of the Board of Administration; and be it further.

**RESOLVED**, That coverage under the Act be effective on July 1, 1993.

## KEY RULES UNDER VESTING FOR HEALTH BENEFIT CONTRIBUTIONS TIER 2

### Vesting for Health Benefits

- » Regulated by Government Code 22893
- » Applies to employees hired on or after the effective date of the resolution electing vesting method

### Vesting Schedule

- » A minimum of ten years of state service credit is required to receive 50% of the employer contribution
  - Credited State Service is compensated by CalPERS service time earned (defined in G.C. 20069)
  - Purchased "Additional Retirement Service Credit (ARSC)" does not qualify as it is not earned service.
- » Five of those ten years of service must be performed at your agency
- » Each additional service credit year after ten years increases the employer contribution percentage by 5% unit 20 years at which time the retiring employee is eligible for 100% of the employer contribution.

### Employer Contribution for Active Employees

- » Is subject to the Collective Bargaining Agreement or Memorandum of Understanding (MOU)
- » Must be at least the minimum contribution defined in GC 22892(b)(1). The minimum contribution for 2008 is \$97.00. This contribution will be increased each year according to G.C. 22892 (b)(1).

### Employees Hired Prior to Vesting

- » Once each year the employer may allow any employer hired before the employer elected G.C. 22893 the opportunity to individually elect to be subject to the provisions of G.C. 22893.

### Employer Contribution for Retirees

- » Minimum must equal the State's annuitant's contribution, annually calculated by the 100/90 formula
- » Maximum can be up to 100% total premium
- » Retired Employee and Survivor: Percentage of employer contribution based on years of service credit for annuitants

### Exceptions

- » Exceptions to the vesting requirements who are eligible for the full employer contribution
  - An employee who retires on disability retirement
  - An employee who performs 20 years of service credit solely with your agency.

## Appendix F

### Vesting Schedule (GC 22893)

Notwithstanding Section 22892, the percentage of employer contribution payable for postretirement health benefits for an employee of a contracting agency subject to this section shall, except as provided in subdivision (b) of GC 22893 and outlined in the "key rules," be based on the member's completed years of credited state service at retirement as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
10.....	50
11.....	55
12.....	60
13.....	65
14.....	70
15.....	75
16.....	80
17.....	85
18.....	90
19.....	95
20 or more.....	100

THE FOURTH AMENDMENT  
TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
COUNTY OF SAN BENITO AND THE SAN BENITO COUNTY EMPLOYEES  
ASSOCIATION/SEIU LOCAL #521

This Fourth Amendment to the Memorandum of Understanding is entered into this 4<sup>th</sup> day of August, 2009, by and between the County of San Benito (the "County") and the San Benito County Employees Association/SEIU Local #521 (the "Union").

Recitals

1. The County and the Union (collectively, "Parties") have previously entered into a Memorandum of Understanding (the "MOU"), that is effective from October 1, 2007 to September 30, 2010; a First Amendment dated January 13, 2008; a Second Amendment dated November 4, 2008; and a Third Amendment dated July 7, 2009.
2. Parties agree that This Amendment is entered into pursuant to Article 37, Full Understanding, Modification, & Waiver, of the MOU.
3. Representatives of the County and the Association have met and conferred in good faith and determined it is appropriate to make the following changes in the current MOU in the form of a Third Amendment to the MOU ("Amendment").

Agreement

Now, therefore the Parties agree as follows:

1. **Furlough Program**

The second paragraph of section 14.8 of the MOU, FURLOUGH PROGRAM, is hereby amended to read as follows:

No permanent or probationary employee may be furloughed more than one day or shift per pay period and no permanent or probationary employee may be furloughed more than fifteen (15) days in a given fiscal year, unless otherwise mutually agreed upon by the employee and department head or in the case of office closure, in conjunction with a "smoothing effect on payroll."

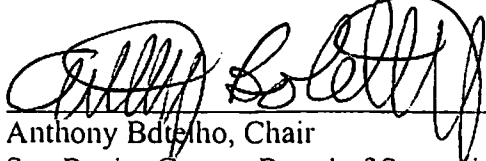
2. **Savings Provision**

Except as amended by this Amendment, the provisions of the MOU remain in full force and effect. Except as otherwise specified, terms contained in this Amendment shall have the same meaning as those contained in the MOU.

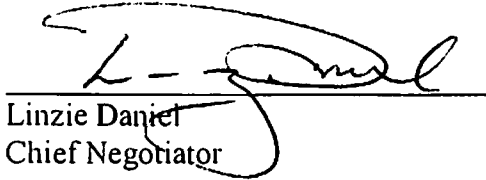
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IN WITNESS WHEREOF, this First Amendment to the MOU has been executed by the Parties hereto on the day and year first above written.

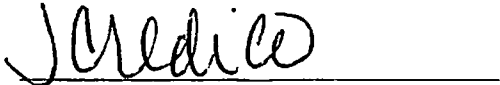
APPROVED BY THE COUNTY



Anthony Bdeho, Chair  
San Benito County Board of Supervisors

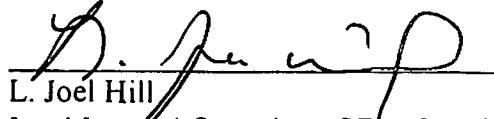


Linzie Daniel  
Chief Negotiator

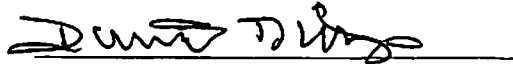


Jacki Credico  
Management Analyst

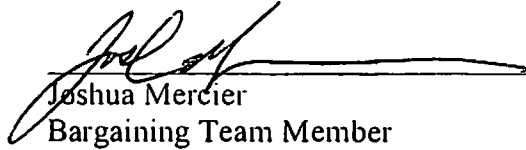
APPROVED BY THE UNION



L. Joel Hill  
Lead Internal Organizer, SEIU Local 521



David Diaz  
Representative, SEIU Local 521



Joshua Mercier  
Bargaining Team Member

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL



Terra Chaffee, Deputy County Counsel

THE FIFTH AMENDMENT  
TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
COUNTY OF SAN BENITO AND THE SAN BENITO COUNTY EMPLOYEES  
ASSOCIATION/SEIU LOCAL #521

This Fifth Amendment to the Memorandum of Understanding is entered into this 13<sup>th</sup> day of April, 2010, by and between the County of San Benito (the "County") and the San Benito County Employees Association/SEIU Local #521 (the "Union").

Recitals

1. The County and the Union (collectively, "Parties") have previously entered into a Memorandum of Understanding (the "MOU"), that is effective from October 1, 2007 to September 30, 2010; a First Amendment dated January 13, 2008; a Second Amendment dated November 4, 2008; a Third Amendment dated July 7, 2009; and a Fourth Amendment dated August 4, 2009.
2. Parties agree that This Amendment is entered into pursuant to Article 37, Full Understanding, Modification, & Waiver, of the MOU.
3. Representatives of the County and the Association have met and conferred in good faith and determined it is appropriate to make the following changes in the current MOU in the form of a Fifth Amendment to the MOU ("Amendment").

Agreement

Now, therefore the Parties agree as follows:

1. PERS CONTRIBUTIONS

Article 8.2 is hereby deleted in entirety and replaced with:

8.2 CALPERS CONTRIBUTIONS

- 8.2.1 All Classifications Excluding Correctional Officers and Juvenile Institution Officers - For the term of this agreement, the County will pay the entire employee CalPERS contribution. This contribution will be reported to CalPERS and will be considered to be employee contributions.
- 8.2.2 Correctional Officers, Correctional Sergeants and Juvenile Institution Officers – From the effective date of this amendment to the end of the last pay period in the fiscal year 2009/2010, the County shall pay an amount equal to five percent (5%) of the employees' pay, as the employee contribution and as allowable by CalPERS. This payment shall be paid in accordance with Section 20615 of the Government Code. Correctional

Officers, Correctional Sergeants and Juvenile Institution Officers shall continue to be covered under the safety retirement formula.

Effective on or about July 1, 2010, and as permitted by the Public Employees Retirement Law, the County's contract with CalPERS for the Local Safety Members shall be amended to provide for a retirement of 3% at 55 full formula as provided in Govt. Code Section 21363.1, for Local Safety Members. Effective simultaneously, these employees shall assume responsibility for nine percent (9%) of their pay, as the employee contributions and as allowable by CalPERS.

8.2.3 Employee PERS contributions shall be considered as salary for wage comparison purposes, job advertisement purposes, etc.

## 2. HOLIDAY PAY

Section 8.12 is hereby amended to read as follows:

### 8.12 HOLIDAY PAY

Employees in the position classifications of Correctional Officers and Sergeants, Juvenile Institution Officers, and Communications Dispatchers will be entitled to "Holiday in Lieu" Pay. These employees not receiving holidays off shall be compensated with "Holiday in Lieu" Pay at the rate of five percent (5%) of base pay. (This is an existing protocol.)

However, effective July 12, 2009, in lieu of participation in the mandatory furlough program, as provided in section 14.8, the 5% additional "Holiday in Lieu" Pay afforded to Correctional Officers and Sergeants, Juvenile Institution Officers, and Communications Dispatchers will be suspended for a period no longer than 52 pay periods.

Effective on or about July 1, 2010 and on the same date that the contract amendment with CalPERS is implemented, as outlined above in section 8.2.2, the positions classifications of Correctional Officers, Correctional Sergeants and Juvenile Institution Officers will begin to receive an additional two and one-half percent (2.5%) of their base pay as a return of half of the "Holiday in Lieu" Pay which was previously afforded to these classifications.

## 3. SAVINGS PROVISION

Except as amended by this Amendment, the provisions of the MOU remain in full force and effect. Except as otherwise specified, terms contained in this Amendment shall have the same meaning as those contained in the MOU.

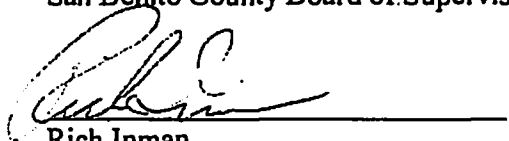
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IN WITNESS WHEREOF, this Fifth Amendment to the MOU has been executed by the Parties hereto on the day and year first above written.

APPROVED BY THE COUNTY



Reb Monaco, Chair 4-13-10  
San Benito County Board of Supervisors

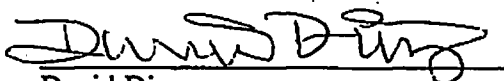


Rich Inman  
Assistant CAO/Internal Services Director

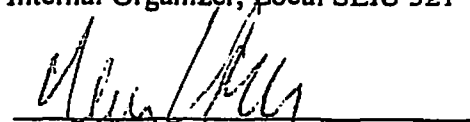


Jacki Credico  
Management Analyst (Human Resources)

APPROVED BY THE UNION



David Diaz  
Internal Organizer, Local SEIU 521

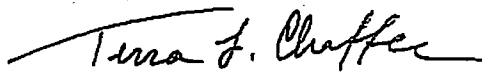


Marc Hain  
President, San Benito Chapter



Ed Kristal  
Bargaining Team Member

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL



Terra Chaffee, Deputy County Counsel

3/19/10



THE SIXTH AMENDMENT  
TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
COUNTY OF SAN BENITO AND THE SAN BENITO COUNTY EMPLOYEES  
ASSOCIATION/SEIU LOCAL #521

This Sixth Amendment to the Memorandum of Understanding is entered into this 7<sup>th</sup> day of June, 2011, by and between the County of San Benito (the "County") and the San Benito County Employees Association/SEIU Local #521 (the "Union").

Recitals

1. The County and the Union (collectively, "Parties") have previously entered into a Memorandum of Understanding (the "MOU"), that is effective from October 1, 2007 to September 30, 2012; a First Amendment dated January 13, 2008; a Second Amendment dated November 4, 2008; a Third Amendment dated July 7, 2009; a Fourth Amendment dated August 4, 2009; and a Fifth Amendment dated April 13, 2010.
2. Parties agree that This Amendment is entered into pursuant to Article 37, Full Understanding, Modification, & Waiver, of the MOU.
3. Representatives of the County and the Association have met and conferred in good faith and determined it is appropriate to make the following changes in the current MOU in the form of a Third Amendment to the MOU ("Amendment").

Agreement

Now, therefore the Parties agree as follows:

1. Extension of the Term of the MOU.

Article 39 is hereby deleted in entirety and replaced with:

ARTICLE 39. TERM OF MOU

This Memorandum of Understanding represents the entire Agreement between the County and San Benito County Employees association/SEIU Local #521 on subjects contained herein and shall become in full force and effect, unless otherwise noted, on October 1, 2007, and shall continue in full force and effect until midnight September 30, 2013, and will thereafter continue in full force and effect until the parties reach agreement on a successor Agreement or the Board of supervisors takes action to modify the benefits provided hereunder. The Union shall present the County with its requests for negotiations on the items within the

scope of representation no later than July 1, 2013. The County and the Union shall begin the meet and confer process no later than July 15, 2013.

**2. Furlough Program**

Union agrees to continue the Furlough Program, as outlined in Section 14.8 of the MOU. Union employees shall be furloughed Fifteen (15) days per fiscal year, effective July 1, 2011 through June 30, 2013. Subvented departments shall be excluded from the Furlough Program. A list of the excluded subvented departments is attached hereto as Appendix G and is hereby made a part of this MOU.

**3. Moratorium on Step Increases**

Effective July 1, 2011, through June 30, 2013, there will be a moratorium on step increases. No employee will receive any regular or accelerated step advancement, nor shall employees be credited with time in toward step advancement during this period.

**4. Holiday Pay**

Section 8.12 of the MOU, HOLIDAY PAY, is hereby amended to add the following paragraph at the end:

Employees in the position classifications of Correctional Officers and Sergeants, Juvenile Institution Officers, and Communications Dispatchers will be entitled "Holiday in Lieu" Pay. These employees not receiving holidays off shall be compensated with "Holiday in Lieu" Pay at the rate of five percent (5%) of base pay. (This is an existing protocol.)

Effective July 1 2011 through June 30, 2013, in lieu of participation in the mandatory furlough program, as provided in section 14.8 of the MOU, the "Holiday in Lieu" Pay afforded to Correctional Officers and Sergeants, Juvenile Institution Officers, and Communications Dispatchers will be reduced from five percent (5%) to two and one-half percent (2.5%) for a period not to exceed the period by whisb other unit employees are furloughed.

**5. Savings Provision**

Except as amended by this Amendment, the provisions of the MOU remain in full force and effect. Except as otherwise specified, terms contained in this Amendment shall have the same meaning as those contained in the MOU.

[Signature Page Follows]

" Appendix G "

**No General Fund Areas**

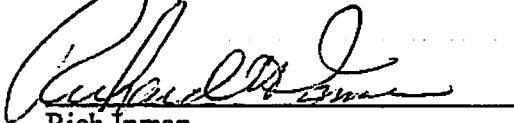
Council of Governments  
Health and Human Services  
Public Health  
Emergency Medical Services  
Behavioral Health (Includes Substance Abuse)  
Child Support  
Community Services and Workforce Development  
Migrant Center  
Integrated Waste

IN WITNESS WHEREOF, this Sixth Amendment to the MOU has been executed by the Parties hereto on the day and year first above written.

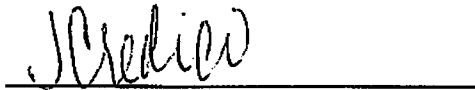
APPROVED BY THE COUNTY



Margie Barrios, Chair  
San Benito County Board of Supervisors



Rich Inman  
County Administrative Officer



Jacki Credico  
Management Analyst

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

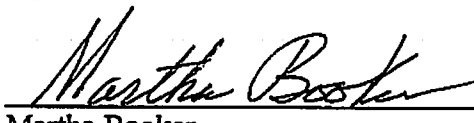


Terra Chaffee, Deputy County Counsel

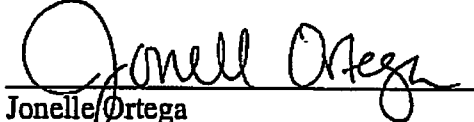
APPROVED BY THE UNION



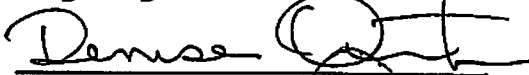
Susan Strubbe  
Representative, SEIU Local 521



Martha Booker  
President, San Benito Chapter



Jonelle Ortega  
Bargaining Team Member



Denise Quintana  
Bargaining Team Member



Corina DeLeon  
Bargaining Team Member



Service Employees  
International Union  
CTW-CLC

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(Vendors)

**BAKERSFIELD**  
1001 17th Street  
Bakersfield, CA 93301  
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Fax: 661-325-7814

**FRESNO**  
5228 E. Pine Avenue  
Fresno, CA 93727  
Phone: 559-447-2560  
Fax: 559-261-9308

**SANTA CRUZ/  
WATSONVILLE**  
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Santa Cruz, CA 95060  
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Fax: 831-459-0756  
Fax: 831-724-9095  
(Watsonville)

**SALINAS/  
HOLLISTER**  
334 Monterey Street  
Salinas, CA 93901  
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Fax: 831-757-1863  
Phone: 831-636-3455  
Fax: 831-636-0787  
(Hollister)

**SAN CARLOS**  
981 Industrial Rd., Suite A  
San Carlos, CA 94070  
Phone: (650) 801-3500  
Fax: (650) 595-1930

**VISALIA/  
HANFORD**  
1811 W. Sunnyside Ave.  
Visalia, CA 93277  
Phone: 559-635-3720  
Fax: 559-733-5006  
Fax: 559-582-3510  
(Hanford)

[www.seiu521.org](http://www.seiu521.org)

## KNOW YOUR RIGHTS

The U.S. Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview that may lead to disciplinary action. These are called your Weingarten Rights.

1. You must request that a Union representative be called into the meeting.
2. You must have reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your Union representative prior to the meeting to get advice.
4. Do not refuse to attend a meeting if a Union Steward is requested, and management denies the request. We suggest that you attend the meeting and repeatedly insist upon your right to have a Union representative present. If this fails, we suggest that you not answer any questions, and take notes.

### READ THIS STATEMENT TO MANAGEMENT:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union representative, officer, or steward be present at the meeting. Without representation, I choose not to answer any question."

"This is my right under a U.S. Supreme Court decision called Weingarten."