

Tentative Agreement Between Stanislaus County and SEIU Local 521

SEIU 521 Initial Proposal to Stanislaus County June 21, 2021

The Union’s proposal is specific to amended changes in the relevant section(s) only, all other sections of this article are proposed as closed with no amended changes.

2. TERM OF THE AGREEMENT

This Agreement and any provisions thereof shall remain in full force and effect for the period commencing July 1, 2018~~21~~ and ending midnight June 30, 2024~~24~~.

The Parties may **mutually** agree to extend the term of this Agreement while meeting and conferring is in process over the renewal of this Agreement.

Karyn Clark

SEIU Local 521



County Representative

July 6, 2021

Date

July 6, 2021

Date



SEIU Local 521

7/7/2021

Date

Stanislaus County/SEIU Local 521

2021 Negotiations

Tentative Agreement

7. CONTINUING EDUCATION TIME

A. Physician Assistants & Senior Physician Assistants

The parties agree the Physician Assistants and Senior Physician Assistants are eligible for paid continuing education leave in an amount not to exceed thirty-two (32) hours of paid leave time per calendar year, pro-rated for new employees hired during the year. Senior Physician Assistant and Physician Assistant continuing education time earned in one (1) year may be carried over for a period not to exceed the end of the next calendar year. Other than the one (1) year carry-over, continuing education leave time is non-cumulative. This benefit shall remain unchanged for the life of the agreement unless modified through the meet and confer process; and shall not be affected by the results of bargaining with another employe organization.

B. Pharmacist, Dietitian, Public Health Microbiologist, and Clinical Laboratory Scientist I, II, and III

The classifications of Pharmacist, Dietitian, Public Health Microbiologist, and Clinical Laboratory Scientist I, II, and III, shall be eligible for not more than twenty-four (24) hours of paid educational leave per calendar year, prorated for new employees hired during the year. Continuing education for employees assigned to these classes is non-cumulative.

C. Mental Health Clinicians I/II/III, Behavioral Health Specialist, Clinical Services Technician, and Mental Health Clinician

The parties agree that Mental Health Clinicians I/II and III (MHC I/II & III), Behavioral Health Specialist I and II (BHS I & II) assigned to SUD, Clinical Services Technician I and II (CST I & II) assigned to SUD shall be eligible for paid education leave for training in the amount not to exceed ~~thirty-two~~ **thirty-six (32 36) forty (40)** hours in a two (2) year period. Employees will only be eligible for paid education leave after they have first made every attempt to satisfy training requirements by taking appropriate on-site classes for CEU's **that are eligible for meeting their licensing and certifying board criteria. After the forty (40) paid hours of continuing education have been exhausted, employees may request vacation time for any additional training hours. Employees may also request vacation time to attend non-department sponsored trainings to obtain CEU's. Every consideration will be made to approve the vacation request taking into consideration client care and business need.**

D. Behavioral Health Specialist and Clinical Service Technician

The parties agree that Behavioral Health Specialist I and II (BHS I & II) with the SUD certification and Clinical Services Technician I and II (CST I & II)

with the SUD certification shall be eligible for paid education leave for training in the amount not to exceed forty (40) hours in a two (2) year period. Employees will only be eligible for paid education leave after they have first made every attempt to satisfy training requirements by taking appropriate on-site classes for CEU's Employees may also request vacation time to attend non-department sponsored trainings to obtain CEU's. Every consideration will be made to approve the vacation request taking into consideration client care and business need.

E. Clinical Psychologist

A Clinical Psychologist is eligible for paid continuing education leave for American Psychological Association (APA) approved CEU courses in the amount not to exceed ~~thirty-two (32)~~ thirty-six (36) hours of paid leave per every ~~two years of their licensure cycle~~ pro-rated for new Clinical Psychologist hired during the year. ~~Continuing Education not used at the end of the calendar year shall only be converted to cash payment if the Clinical Psychologist has requested use of the time through the calendar year and those request have been denied, or time scheduled to attend Continuing Education courses have been cancelled. For scheduling purposes, Continuing Education time requested between the Monday before Thanksgiving and December 31 will not be eligible for cash-out if time off is denied due to scheduling issue unless there have been previous request that were denied.~~

~~Continuing Education time will not be subject to cash-out upon termination of employment unless that termination is a retirement from County service. Clinical Psychologist retiring prior to July 1st of the calendar year are limited to a maximum sixteen (16) hours of cash-out for unused Continuing Education time. Request to cash-out unused Continuing Education time due to retirement must be made in writing. Continuing Education time is not cumulative from year to year.~~

Application for paid Continuing Education time, including home study courses, shall be made to and is subject to scheduling approval by the Department Head or designee. SEIU 521 agrees that Clinical Psychologist will request leave at least thirty (30) calendar days in advance of the day of absence. The County will, thereafter, respond to the request within fourteen (14) calendar days. Subject to approval, Clinical Psychologist may use Continuing Education time and/or the applicable, related travel that is completed during regular scheduled working hours, (typically Monday through Friday, 8:00 a.m. to 5:00 p.m.) will be eligible to be covered by CEU hours in this provision. ~~leave to attend classes or complete home study courses on days/shifts not normally scheduled to work. Paid Continuing Education time shall not count as "time worked" for overtime calculations and shall only be compensated as straight time. The County will make every reasonable effort to accommodate the Clinical Psychologist school schedules, as applicable.~~

Clinical Psychologist have the choice of American Psychological Association (APA) approved Continuing Education program(s) or other organizations approved for continuing education by the California Board of Psychology to

attend to meet Continuing Education requirements. In addition, Clinical Psychologists members of the Bargaining Unit may use the thirty two (32) hours of education leave for higher education courses and will be eligible for up to \$200.00 for CEU related reimbursable expenses. All CEU related reimbursements must adhere to the standards provided in the County Travel Policy. Clinical Psychologist may use up to eight (8) hours of education leave per calendar year to take certifications exams, as applicable. These eight (8) hours will be counted towards the CEU time of thirty six (36) hours every two years.

Request to use Continuing Education time must be made on the Request for Paid Education Leave Form.

When Continuing Education time is coded on a timecard the Clinical Psychologist will attach documentation of attendance. Documentation must include an agenda from the class attended or description of the class attended AND one of the following:

- **A copy of the certificate**
- ~~**An agenda from the class attended**~~
- **A receipt from the class attended**
- **A receipt from a home study course that includes the number of hours of completion**

F. Physical and Occupational Therapists

Physical Therapists and Occupational Therapists shall be eligible for paid education leave for training in the amount not to exceed twelve (12) hours in a two (2) year period. Employees will only be eligible for paid education leave after they have made every attempt to satisfy training requirements by taking appropriate onsite classes for CEU's.

G. Special Investigators

Special Investigators at CSA maintain their Peace Officer Standards and Training (POST) Certificate as long as the employee remains employed at CSA. CSA supports Special Investigator I/II's who request to attend the optional POST Qualification Course (136 hours) once every three years. Special Investigators will be scheduled for POST Certificate training within the existing County's and CSA's Travel Policies. Training will be scheduled to meet CSA's business needs. The Special Investigator shall work with the Special Investigations Unit Manager for appropriate travel approvals and scheduling.

H. Psychiatrists

The parties agree that Psychiatrists shall be eligible, on an annual basis, for paid education leave for Continuing Medical Education (CME) training in an amount not to exceed forty hours and will be eligible for up to \$1,000.00 for CME related reimbursable expenses. Only the CME training time and/or the applicable, related travel that is completed during regular scheduled working hours, (typically Monday through Friday, 8:00 a.m. to 5:0 p.m.) will be eligible. (Note: Weekend

CME activity including travel will not be considered work time and will not count towards compensatory time off or overtime.) Application for CME training, including home study courses, etc., shall be made to, and is subject to advance approval by, the Medical Director and verification of the completed CME hours will be required. All CME related reimbursements must adhere to the standards provided in the County Travel Policy.

Requests to use paid education leave time must be made on approved department forms. When paid education leave time is coded on a timecard the employee will attach documentation showing proof of attendance. Documentation must include an agenda from the class attended or description of the class attended AND one of the following:

- a copy of the completion certificate
- a receipt from the class attended
- a receipt from a home study course that includes the number of hours completed

I. Approval of Paid Continuing Education Time

Application for paid continuing education time **for all classifications covered under this Article** shall be subject to scheduling approval ~~approved~~ by the Department Head or designee ~~unless there may be a serious circumstance to deny the request. In the event the request is denied the department Head or designee will ask for alternative dates to consider approval.~~ The Department Head or designee will thereafter respond to the request within fourteen (14) ~~seven~~ (7) calendar days. Employees have the choice of the program to attend.

J. Continuing Education for Other Classifications

Departments may ~~will~~ offer Continuing Education or Continuing Education Units (CEU's) during department sponsored trainings ~~working hours~~ for all other classifications requiring licensing, Certification(s), or CEU's credits to maintain employee certification and/or licensure requirements including Master of Social Work (MSW). For employees working in these classifications, (e.g., Clinical Service Technician I and II (CST I&II) Behavioral Health Specialist I and II (BHS I&II), Clinical Psychologist, Clinical, Mental Health Clinicians II and III (MHC II&III) etc.). Employees may also request vacation time to attend non-department sponsored trainings to obtain CEU's. Every consideration will be made to approve the vacation request taking into consideration client care and business need.

Departments with training budgets shall ~~will allocate training for employees who are in need of attending~~ have the discretion to send employees to outside trainings) that the Department deems will enhance the bargaining unit employee's skills.



karyn clark

SEIU Local 521

County Representative

October 4, 2021

Date

October 4, 2021

Date



SEIU Local 521

10/25/2021

Date

Tentative Agreement Between Stanislaus County and SEIU Local 521

Stanislaus County/SEIU Local 521

2021 Negotiations

County Response #1 to SEIU Proposal on Art. 8

8. FULL UNDERSTANDING

A. It is the understanding by the parties that these **contract** provisions fully set forth **in this** agreement of the parties in matters of wages, hours, and terms and conditions of employment as herein specified. The parties agree that these ~~understandings~~ **contract provisions** may be amended by **mutual agreement during the term of this contract and/or** subsequent negotiations between the parties as a result of meeting and conferring ~~negotiating the changes~~.

B. **For organizational changes that require the meet and confer process as defined by the Meyers-Milias Brown Act, the County will provide not less than agrees to send a notice to SEIU 521 a minimum of two (2) weeks ten (10) working days'notice to SEIU 521 prior to the planned implementation date** except where **either (i) in advance unless a more advance notice is required by law or (ii) the County has the right to implement a decision prior to meeting and confer with SEIU 521 as provided for under Cal. Gov. Code §3504.5 or other applicable state law, in which case the County will comply with all applicable legal obligations. For issues that do not implicate Cal. Gov. Code §3504.5 or other applicable state law that provides for a shorter notice period, the parties will commence the meet and confer process within five (5) working days of transmission of the applicable notice to SEIU 521. The County will comply with all legal obligations related to bargaining as provided for in the Meyers-Milias-Brown Act** ~~move forward with any changes until the meet and confer process has been completed.~~

Karyn Clark

SEIU Local 521



County Representative

July 19, 2021

Date

July 14, 2021

Date

Tentative Agreement Between Stanislaus County and SEIU Local 521



SEIU Local 521

7/22/2021

Date

Stanislaus County/SEIU Local 521

2021 Negotiations

Tentative Agreement

Article 9. HOLIDAYS

A) Dates Observed-County Designated Holidays

January 1, New Year's Day
The third Monday in January, Martin Luther King Day
The third Monday in February, President's Day
The last Monday in May, Memorial Day
July 4, Independence Day
The first Monday in September, Labor Day
November 11, Veteran's Day
November , (The Thursday designated as Thanksgiving Day)
The day after Thanksgiving Day
December 24, Christmas Eve (see Christmas Eve below)
December 25, Christmas Day

Only the immediate days of mourning or holiday declared by the President of the United States and the Governor of California will be considered as holidays observed by the County ~~unless the above listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If one of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed.~~

The following County -designated holidays will be observed as set forth below:

- Every Monday following a Sunday which falls on January 1, July 4, November 11 or December 25.
- Every Friday proceeding a Saturday which falls on January 1st, July 4th, or November 11th.
- In years in which December 25 falls on a Saturday, employees will receive 8 hours of holiday credit but the holiday will not be observed on an alternate day of the week.

SEIU and the County will meet to develop a program for Cesar Chavez Day. The County agrees to release two members a full eight (8) hours of release time during work hours on March 31 to prepare for, set up the event, staff the event, and dismantle the event.

B) Christmas Eve

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

Eight (8) hours of holiday credit will be given when an employee physically works a full shift on Christmas Eve. **In addition, an employee who physically works on Christmas Eve will be paid at time and one half as set forth in subparagraph C below.**

C) Time and One Half/Holiday Credit for ~~Certain~~ Holidays- Worked

The County agrees that any work performed by bargaining unit members on County designated holidays **listed in section A above** shall be compensated consistent with current policy, ***and an additional half-time compensation shall be granted for up to eight (8) hours on all County designated holidays.*** **All employees who works on designated holidays will in addition to being paid time and one half their current pay rate will receive the equivalent holiday credit, up to eight (8) hours, added to their vacation bank for use at a later date.**

Karyn Clark

SEIU Local 521

October 26, 2021

Date



SEIU Local 521

October 26, 2021

Date

County Representative

October 26, 2021

Date

Stanislaus County/SEIU Local 521

2021 Contract Negotiations

County Response 2 to SEIU Proposal on Art. 11

11. JURY DUTY

The parties agree that the County's current Jury Duty policy will remain in effect with the addition that if an employee assigned to work a p.m. or night shift (as such shifts are defined in the Salary and Position Allocation Resolution) is required to perform jury duty, the following policy will apply:

An employee who works on the night shift or the p.m. shift who is called to jury duty ~~and is selected to be a seated juror~~ may **will** be excused from all **or part** of the shift following the jury duty ~~and will be paid a full eight (8) hours of jury duty pay to compensate the employee for their loss of hours for attending jury duty~~. To be eligible for such jury duty leave, the employee must advise the affected Department Head **or designee** in writing of his/her summons to jury duty and, after jury duty service, report to the Department Head **or designee** the number of hours the employee was detained for jury duty service including reasonable travel time **to and from work from the location of the court assigned. Pay for jury duty leave will only include reasonable travel time if the employee travels directly from the worksite to the court location or vice versa. Otherwise, jury duty leave will be limited to the time the employee was detained for jury duty. Employees may submit a request to their Department Head or designee to flex their schedules in order to accommodate jury duty leave.** As quickly as possible thereafter, the Department Head and the employee will schedule by mutual agreement, if possible, the make-up of any hours owed to the County equal to the difference between the hours of actual jury duty services plus reasonable travel time and the hours of work following the jury duty service for which the employee was excused. This make-up of work shall not be compensable as overtime.

Karyn Clark

SEIU Local 521

August 27, 2021

Date



County Representative

August 13, 2021

Date

Tentative Agreement between Stanislaus County/SEIU Local 521



SEIU Local 521

9/1/2021

Date

Stanislaus County/SEIU Local 521

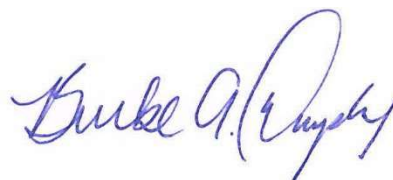
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15. BILINGUAL CERTIFICATION PAY

The County will designate certain languages as eligible for bilingual certification, including sign language. Employees asserting their competence in any County designated bilingual language and required to use the language in the course of employment shall be given the opportunity to test for bilingual certification. The County CEO or designee is responsible for conducting bilingual certification testing. Employees will be tested for verbal and/or written bilingual proficiency as determined by the County CEO. Employees who pass the test will be certified as bilingual.

Certified bilingual employees required to use their bilingual skills within the course of employment will be granted bilingual certification pay. Additional compensation of \$0.85 ~~one dollar and thirty cents (\$1.30)~~ per hour will be paid to eligible certified bilingual employees effective the first full pay period following the certification date. **This rate will increase to ninety cents (\$0.90) ninety five cents (\$0.95) one dollar (\$1.00) per hour the first pay period following adoption of this contract by the Board of Supervisors.** Bilingual employees who are not receiving bilingual certification pay will not be subject to discipline for declining to use bilingual skills in the course of employment. Bilingual certification pay may be removed when the employee is no longer required to use their bilingual skills within the course of employment.



Karyn Clark

SEIU Local 521

County Representative

October 4, 2021

Date

October 4, 2021

Date



SEIU Local 521

10/25/2021

Date

Tentative Agreement Between Stanislaus County and SEIU Local 521

Stanislaus County/SEIU Local 521 2021 Contract Negotiations County Response #1 to SEIU Proposal on Art. 21

21. PERFORMANCE EVALUATION

Performance evaluations should be completed for regular and full-time employees on a yearly basis but shall not cover work performed over a time period greater than one (1) year and will normally be tied to the employee's salary anniversary date, even if the employee is at the top step of the salary schedule. If the due date is not met, the performance evaluation shall still be completed by the supervisor **but must only include the evaluation period of the current year defined above as the employee's anniversary date. Employees who transfer within the evaluation process will have their evaluation completed by each supervisor for only the time period they supervised the employee.**

Performance evaluations should include written comments. Any performance evaluation containing "Excellent," "Unsatisfactory," or "Needs improvement" ratings must contain written comments supporting the ratings. **Any adverse All information included in the employee's performance evaluation must have will only include information that has been previously discussed with the employee in that evaluation calendar year.** The individual completing the evaluation is responsible for advising the employee of:

- A) Any work-related deficiency shall be brought to the attention of the employee as soon as possible **practicable after the supervisor or manager is made aware of the deficiency it occurs;**
- B) Remedies, if applicable to correct such deficiency;
- C) Provide reasonable assistance to help the employee overcome such deficiency; and
- D) Provide prompt counseling between formal performance evaluations for employee's performance below expectations.

Performance evaluations shall have a place for the employee's signature and date. An employee's signature shall indicate that he/she **they has have** received a copy of and read the evaluation. No evaluation shall be placed in an employee's file before the employee has received a copy. Employees may attach written comment or respond to issues addressed in the evaluation. Comments or responses shall be placed in the employee's personnel file with a copy given to the supervisor by the employee.

Tentative Agreement Between Stanislaus County and SEIU Local 521

Karyn Clark

SEIU Local 521

July 19, 2021

Date

Ernie A. Coughlin

County Representative

July 14, 2021

Date

[Signature]

SEIU Local 521

7/22/2021

Date

Stanislaus County/SEIU Local 521

2021 Negotiations

Tentative Agreement

26. SICK LEAVE/BEREAVEMENT LEAVE/WORKERS COMPENSATION

A) Use (3.40.010 County Code)

While in the continuous service of the County, County officers and employees, other than temporary, part-time or seasonal employees, shall be entitled to 3.7 working hours or a proportionately equal number of hours as prescribed in Section

3.32.010 herein of sick leave pay for each biweekly pay period of actual service. Such sick leave with pay can only be granted upon the recommendation of the Department Head in case of bona fide illness of the employee or in the event of serious illness in the employee's immediate family. Immediate family normally means father, mother, husband, wife, son, daughter, sister, brother, grandparents, grandchildren, father-in-law, or mother-in-law; however, for reasons held to be sufficient by the employee's Department Head and approved by the Chief Executive Officer, this definition may be expanded to include others persons with whom the employee had enjoyed a parent or family-like relationship **and the department head or designee are urged to use their best judgement, keeping in mind the unique composition of today's modern family.**

The parties have agreed that the definition of immediate family in Section 3.32.010 includes great-grandparents, great-grandchildren, registered domestic partners, current step-children, **step-relationships, aunt, uncle, cousin, niece, nephew,** and current foster children.

In the event of a death in the employee's immediate family, bereavement leave not to exceed forty (40) working hours may be granted without charge to sick leave. The number of hours granted for bereavement leave will be approved by the Department Head or designee based on the circumstances of the individual bereavement occurrence.

Utilization of sick leave for the care of others besides the employee shall be provided consistent with the rights under MOU, State Labor Code Section 233 and Federal law.



karyn clark

SEIU Local 521

County Representative

October 4, 2021

Date

October 4, 2021

Date



SEIU Local 521

10/25/2021

Date

28. TEMPORARY OUT-OF-CLASS PAY

The parties agree that when an employee receives a formal written assignment by a Department Head to perform work characteristic of a higher classification, and such work is satisfactorily performed for the majority of work days in a calendar month or for a period of twelve (12) consecutive working days, the employee shall be paid for such out-of-class work at the appropriate promotional pay rate of the higher classification (an approximate five percent (5%) minimum), but no higher than the fifth (5th) step of the new salary range.

The intent of this subsection is to ensure that employees are fairly compensated when the needs of the County require a formal out-of-class assignment. It is recognized that Department Heads have sole discretion in selecting employees for any such assignments and that the out-of-class work involved is to be consistently and substantially in the higher classification.

Employees must meet the minimum requirements of the higher classification. Employees who do not meet the minimum requirements of the higher-level classification shall not be required to perform the work in a higher classification. Employees shall not be subject to disciplinary action for refusing such assignment ~~based on not meeting the minimum requirements~~. Out-of-class assignments must be have prior approval by the Chief Executive Officer.

Karyn Clark

SEIU Local 521

July 22, 2021

Date

County Representative

July 20, 2021

Date

SEIU Local 521

7/23/2021

Date

Tentative Agreement Between Stanislaus County and SEIU Local 521

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July 12, 2021

34. JOINT DISCUSSIONS CONCERNING POLICY REVISIONS

The County and the Union agrees at the request of either party, to meet and confer over revisions to County Personnel Policies during the term of this agreement. Should additional items be considered by the County or the Union which impact employee wages, hours and other terms and conditions of employment, the Union or the County shall be notified of those additional items prior to the joint discussions. ~~Occasionally~~ These discussions may will occur jointly with other employee organizations as practical and with mutual agreement of the employee organizations. ~~At the time that these discussions are to occur, the County agrees to ask the affected employee organizations to agree to discuss the feasibility of establishing a Reduction In Force Policy applicable to employees in all bargaining units.~~

Karyn Clark

SEIU Local 521

July 22, 2021

Date



County Representative

July 20, 2021

Date



SEIU Local 521

7/22/2021

Date