TENTATIVE AGREEMENT

BETWEEN SEIU LOCAL 521

AND COUNTY OF MONTEREY

DURATION: JULY 2024 - JULY 2027



YOUR 2024 SEIU LOCAL 521 BARGAINING TEAM RECOMMENDS A YES VOTE

TENTATIVE AGREEMENT (TA) SUMMARY

Following a major field campaign that involved thousands of members and over four and a half months of contract negotiations, your member-led SEIU Local 521 Monterey County bargaining committee reached a Tentative Agreement (TA) with the County of Monterey that the bargaining committee recommends to SEIU 521 members for ratification.

This TA victory is the result of a member-led campaign that included worksite meetings and actions, a pre-negotiations bargaining survey that saw greater participation than in previous contract campaign years, continuous workplace rallies, press actions, and the largest strike authorization vote participation in Monterey County chapter history.

This TA comes with large economic gains, increased employer healthcare contributions and NO TAKEAWAYS, and was only possible because Monterey County management and the Board of Supervisors understood the leverage of strength in numbers through our increased membership totals and our preparations to strike.

We believe that this is the most that we can get without a strike - and striking would not necessarily guarantee that we would win more. That is why we believe that **VOTING YES** to ratify this contract is in the best interest of SEIU Local 521 members working in Monterey County. As always, the final decision will be made by the membership.

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Ratification Vote

Starts: Thursday, September 5, 8 a.m. **Closes:** Monday September 9 at 5 p.m.

All active SEIU Local 521 union members will have a chance to vote on the TA using our online voting system, Election Buddy. Members may also visit worksite voting locations to cast their votes.

IMPORTANT VOTING INSTRUCTIONS: To complete your online ballot correctly through our secure 3rd party vendor, Election Buddy, *please ensure you select an option, click CONTINUE then SUBMIT confirm your selection on the confirmation page.*



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The complete Tentative Agreement (TA) is available here for download.

TENTATIVE AGREEMENT OVERVIEW

WAGES

Wage Increases (A 12% salary increase-largest increase in 20 years)

- Year 1 4%
- Year 2 4%
- Year 3 4%

County's opening May wage proposal: 2%; 2%; 2%

Longevity Pay (In addition to annual wage increases)

- 2.5% for workers at 10 years
- 3.5% for workers at 15 years
- 5.5% for workers at 20 years

NEW WINS

• Cesar Chavez Day Holiday (March 31) beginning in 2025

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HEALTH & RETIREMENT BENEFITS

- There are no takeaways to health or retirement benefits.
- County increased its health insurance contribution to 9% in 2026, and 9% in 2027.

Note: County flex contributions for health insurance go up substantially in 2025 (over 17% for most plans), with additional increases of 9% per year in 2026 and 2027. This was a major improvement from the County's Last, Best, and Final offer on August 22nd.

TAKE-AWAYS PROTECTED / NO CHANGE

County management initially proposed to take these away, but we fought back and protected them:

- GIVEBACKS NONE
- Classification & Compensation studies-No change

BARGAINING UNIT SIDE TABLES WINS

Master Contract

• Article 20 Longevity Pay: Permanent employees in Units F, H, J, and K who accrue: Ten (10) consecutive years of service shall receive a premium pay of two and a half percent (2.5%) of their base wage; Fifteen (15) consecutive

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WHAT'S IN THE TENTATIVE AGREEMENT?

SEIU 521

years of service shall receive a premium pay totaling three and a half percent (3.5%) of their base wage; Twenty (20) consecutive years shall receive a premium pay totaling five and a half percent (5.5%) of their base wage.

- **5.11.4 Release Time for Representation Purposes**: Employees identified as witnesses who are testifying in a grievance or an unfair labor practice will be provided reasonable release time to attend applicable meetings, arbitration, or hearings relevant to the matter for which they have been identified as a witness. Release time shall also be provided for a Union representative. The Union shall request such release with as much advance notice as possible. Release time is subject to no unreasonable disruption of County operations.
- Article 5.11.3: Release time for subject matter experts for negotiations or other meetings
- Article 5.4 Steward Program: The Union can request union leave for steward training.
- Article 8.5 Parks Division- Personal Protective Equipment: Employees can request additional Personal Protective Equipment (PPE) necessary to the performance of their work duties. The County agrees to evaluate employee worksites to ensure that adequate PPE is being provided. Union concerns regarding workplace safety may be brought to the countywide health and safety committee in addition to department-specific labor-management meetings.
- Article 6 Management Rights: Added their duties to meet and confer under the Meyers-Millas Brown Act.
- Article 27 Winter Recess: The County agrees to extend the Winter Recess provision for the contract term indicated in Article 2 above.
- Article 28.1.1 Primary Bilingual Positions: Remove the 33% of bilingual time worked
- Article 7.5 Adding Public Works Labor Management Meeting to Address Ongoing Issues
- Article 12.3 Performance Improvement Plan: Defining that PIPs are not disciplinary in nature and if an employee is given a PIP they can request a union representative.
- **Article 12.1 Evaluations**: Employees can request that their evaluations be conducted in person and can be provided a paper copy.

Unit F

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WHAT'S IN THE TENTATIVE AGREEMENT? SEIU 521

- B3.2.3 Communications Training Officer Pay
- B3.16 Boot: Parties agree to meet to review the existing safety boots program to include allowance amount and eligible classifications
- Behavioral Health unit supervisor base wage adjustment 5%
- Mobile Van Clinic- Health Department Only classification in Units F, that is assigned to work in the Health Department Mobile Van Clinic, shall be eligible for a stipend of one dollar (\$1.00) per hour. The assignment may, at the discretion of the department, include driving the Mobile Van. Employees assigned to work in the Mobile Van Clinic must possess and maintain a valid California C driver's license and complete mandatory training for Mobile Van operation.
- B3.4.1 Call Back NMC: Nurse supervisors who responded to calls shall receive pay when responding
- Upon the approval employees exempt from the Fair Labor Standards Act provisions may upon their initiative volunteer for shifts in addition to their regularly assigned scheduled shift. Such voluntary shifts shall not exceed sixteen (16) hours per pay period, shall be paid at straight time, and overtime-exempt employees shall seek appropriate management approval before working the additional shifts.
- B3.11 Supervising Nurse Certification and Health Department increase to \$1.15 from \$1.00
- Supervising Respiratory Care Practitioners shall be compensated on-call at \$20.00/hour and Supervising Nurses I/II shall be compensated on-call at \$22.00/hour
- Supervising Nurses I, II, Supervising Clinic Nurses, and Supervising Public Health Nurses receive a base wage increase of 10%
- B3.19 Title IV-E Intern Assignment: We added Aging and Adult Services and increased the stipend to \$200 monthly.
- Mobile Van Clinic- Health Department Only: Any classification in Unit F that is assigned to work in the Health Department Mobile Van Clinic, shall be eligible for a stipend of one dollar (\$1.00) per hour. The assignment.
- B3.23 Behavioral Health Unit Supervisors who are required to obtain and maintain licensure shall receive a \$110 per year licensure stipend.
- B3.22 Supervising Therapist Medical Therapy Program assigned to work in Public Health shall be eligible for a stipend of \$150 per pay period.

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- B3.21 Sheriff Canine Handler shall receive a 5% base pay period for the time assigned.
- Workloads for Aging and Adult Services, Family and Children's Services, and Community Benefits of the Department of Social Services and the Behavioral Health Bureau of the Health Department shall:
 - Be evaluated based on the department's operational and client needs with consideration of an employee's workweek. An employee's workweek may be based on an alternative work schedule if approved by the Appointing Authority or designee.
 - Be distributed based on multiple factors including but not limited to operational and client language needs, and client acuity and complexity. Workload distribution will take into account state, and federal legal mandates, regulations, and established jurisdiction requirements as well as staff availability to the extent possible.
- 911 Supervisor move to Paid Time Off
- NMC only: A shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid to all represented employees who, as part of their regular shift, work at least four (4) hours between 2:45 p.m. and 11:15 p.m. and whose shift starts after 12:31 p.m.
- For NMC ONLY: A shift differential of three dollars and seventy-five cents (\$3.75) per hour shall be paid to employees who, as a part of their regular shift, work at least four (4) hours after 10:45 p.m. and before 7:15 a.m.

Unit H

- C3.2 On-Call: *Unit H (NMC Employees Only):*
- Nursing Assistants Certification: CNAs who maintain their certification receive a 5% differential pay.
- Mobile Van Clinic- Health Department Only: Any classification in Unit H, that is assigned to work in the Health Department Mobile Van Clinic, shall be eligible for a stipend of one dollar (\$1.00) per hour. The assignment.
- C3.11.4 Pediatric Sonography certification or competency pay of \$1.15 per hour
- Sick Bonus: added Central Sterile Certified Technician, Anesthesiology Technician, Sr Central Sterile Technician, Sr. Central Certified Technician

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SEIU 521

- Parties agree to a one-time base wage increase of ten percent (10%) effective the first full pay period following Union ratification and Board of Supervisors approval of this agreement for the classifications of: Occupational Therapist, Occupational Therapist- Physically Handicapped Children. Parties further agree to a one-time base wage increase of five percent (5%) effective the first full pay period following Union ratification and Board of Supervisors approval of this agreement for the classifications of Physical Therapist, Physical Therapist- Physically Handicapped Children, Senior Physical Therapist- Physically Handicapped Children. Supervising Therapist- Medical Therapy Program. Speech Pathologist
- NMC only: A shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid to all represented employees who, as part of their regular shift, work at least four (4) hours between 2:45 p.m. and 11:15 p.m. and whose shift starts after 12:31 p.m.
- C3.2 On-Call: added Certified Central Sterile Technician, and Sr. Certified Central Sterile Technician to the \$15 on-call differential. Added Cardiac Sonographer to the \$20 on-call differential.
- For NMC ONLY: A shift differential of three dollars and seventy-five cents (\$3.75) per hour shall be paid to employees who, as a part of their regular shift, work at least four (4) hours after 10:45 p.m. and before 7:15 a.m.

Unit J

- A3.11 Boots: Parties agree to meet to review the existing safety boots program to include allowance amount and eligible classifications
- B3.2.3 Communications Training Officer Pay
- Mobile Van Clinic- Health Department Only: Any classification in Unit J, that is assigned to work in the Health Department Mobile Van Clinic, shall be eligible for a stipend of one dollar (\$1.00) per hour. The assignment.
- A3.8.1 Charge Dispatcher Pay (911)
- A3.11 Boot: Parties agree to meet to review the existing safety boots program to include allowance amount and eligible classifications
- A3.8.1 Charge Dispatcher Pay differential increased to \$2.00 per hour.

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- A3.8.2 Communication Training Officer (CTO) reworded definition to as an employee, designated in writing by the manager to specifically provide on-the-job training and evaluation in 911 communication to another employee.
- A3.14 Sheriff Canine Handler shall receive a 5% base pay period for the time assigned.
- Adding for NMC: A night shift differential of two dollars (\$2.00) per hour shall be paid to all represented employees who, as part of their regular shift, work between 10:45 p.m. and 7:15 a.m.
- A3.1.1 Communications Dispatch Designated Regular Hours: A shift differential of two dollars (\$2.00) per hour (hour-for-hour basis).
- Unit J 911 Communication Dispatcher moving to PTO (paid time off) hours.

Unit K

- D1.11 Licensure Stipend- Added Psychiatric Social Workers to receive a \$110 per year licensure stipend
- D3.4 Department of Social Services- Community Benefits
- The County and the Union agree to discuss workload and caseload at the departmental labor-management committee or at the Joint Quality Service Forum Committee (JQSFC) under Article 7.6 to assess and address improving the delivery of quality service to clients. For Department of Social Services- Community Benefits, Program Managers or designees will continue to meet informally, as needed, with SEIU's designated workload representatives to discuss workload or caseload concerns. Any issues not resolved at this level can be discussed at the JQSFC.
- Mobile Van Clinic- Health Department Only: Any classification in Unit K that is assigned to work in the Health Department Mobile Van Clinic, shall be eligible for a stipend of one dollar (\$1.00) per hour. The assignment.
- D2.8.4 Special Overtime Provision: Upon the approval of the Department Head, or designee, Unit K employees
 exempt from the Fair Labor Standards Act provisions may upon their initiative volunteer for shifts in addition to their
 regularly assigned scheduled shift. Such voluntary shifts shall not exceed sixteen (16) hours per pay period, shall be
 paid at straight time, and overtime-exempt employees shall seek appropriate management approval before working
 the additional shifts.

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- Behavioral Health: Psychiatric Social Workers I, II, Senior Psychiatric Social Worker, Clinical Psychologist base wage adjustment 5%
- Clinical Psychologists who are required to obtain and maintain licensing shall receive a \$415 per year licensure stipend
- Added FCS division 31 mandatory on-call language
- D.7 Deleted private work before consent so that clinicians can do private work.
- NMC only: A shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid to all represented employees who, as part of their regular shift, work at least four (4) hours between 2:45 p.m. and 11:15 p.m. and whose shift starts after 12:31 p.m.
- For NMC ONLY: A shift differential of three dollars and seventy-five cents (\$3.75) per hour shall be paid to employees who, as a part of their regular shift, work at least four (4) hours after 10:45 p.m. and before 7:15 a.m.
- Side Letter for UNIT K: During the 2024 contract negotiations, the County of Monterey and SEIU Local 521
 discussed concerns related to workload for Social Workers in Family & Children's Services (FCS), Adult Protective
 Services (APS), and In-Home Support Services (IHSS) programs of the Department of Social Services (DSS). The
 County and SEIU Local 521 agree that the discussion regarding Social Worker workload requires additional time. As
 such, the County and SEIU Local 521 mutually agree to the following about workload for Social Workers in FCS,
 APS, and IHSS:
- A joint workgroup will be formed which will be composed of employee representatives identified by SEIU, and DSS
 management and subject matter experts as necessary. The purpose of the workgroup will be to review and discuss
 concerns brought up by staff at IHSS monthly Policy Committee, APS monthly Best Practices Meeting, and/or FCS
 monthly Supervisory and Individual Units Meetings related to workload with the intent to identify possible needed
 changes and/or additional training opportunities.
- Once the workgroup identifies and develops recommendations, the County and Union agree to meet and confer the next steps in addressing the possible needed changes and/or training opportunities.
- While the workgroup is in progress, Social Workers that have workload concerns, shall have their Social Work Supervisor at least every month review the employee's active assignments, and identify the following factors:

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- Identify all assignments that need immediate attention.
- o Identify all outstanding assignments that will need to be prioritized for closure.
- o Identify any high-profile and/or confidential assignments that will require supervisory or managerial attention.
- The Social Work Supervisor and Social Worker will create a work plan on how the assignments will be addressed in a timely manner to meet the state's mandated closure deadlines.
- FCS, APS, and IHSS will continue to provide a summary of the Social Worker caseload during the employee's monthly supervisory conference.
- Side Letter for Behavioral Health: During the 2024 contract negotiations, the County of Monterey and SEIU Local 521 discussed concerns related to workload for employees of the Behavioral Health Bureau of the Health Department. The County and SEIU Local 521 are in agreement that the discussion regarding employee workload requires additional time. As such, the County and SEIU Local 521 mutually agree to the following with regard to the workload for employees in the Behavioral Health Bureau who provide direct care to clients: A joint workgroup will be formed which will be comprised of employee representatives identified by SEIU, and Health Department management and subject matter experts as necessary. The purpose of the workgroup will be to review and discuss concerns related to billing codes with the intent to identify possible needed changes and/or additional training opportunities.
 - +Once the workgroup identifies and develops recommendations, the County and Union agree to meet and confer next steps in addressing the possible needed changes and/or training opportunities.
 - +While the workgroup is in progress, the standard will be a 40% direct service standard on an annual basis (based on the State's CalAIM Payment Reform rate-setting methodology, unless the states make any changes the Union and the County will meet and confer). This includes:
- Part-time staff will have their hours prorated to reflect their actual full-time equivalency.
- The remaining 60% of paid annual hours (averaging 24 hours per week) may be utilized for breaks, vacation, documentation, leaves (sick, vacation, medical, etc.) committees, clinical supervision, staff meetings, training, or

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other state/county requirements.

- The Behavioral Health Bureau Chief, or their designee, may make exceptions when an employee is assigned to work in a program or area that does not provide direct Medi-Cal billable services.
- The Behavioral Health Bureau will provide summary information during the employee's performance evaluation as appropriate.
- The County and SEIU Local 521 further agree to continue to discuss workload and caseload at the departmental labor-management committee and JQSFC to assess and address improving the delivery of quality service to clients.