

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
for the period

OCTOBER 1, 2021 TO SEPTEMBER 30, 2023

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APPENDIX D - COUNTY ANTI BULLYING POLICY

PREAMBLE

Both the County of San Benito and the 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. SEIU Local 521 and the County of San Benito recognize this to be important for the resolution of employee grievances and disputes.

It is the goal of the County of San Benito and 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 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, age (over 40), veterans status, sex (sexual, gender based, pregnancy/childbirth), sexual preference or orientation, pregnancy, parenthood, political affiliation or political belief, physical or mental disability, Union activity or lack thereof, or on any other basis prohibited by applicable Federal and State law.

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

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.

<p style="text-align: center;">ARTICLE 6. UNION RIGHTS</p>
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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. When practicable,

the Union will provide the County with at least seventy-two (72) hours advance notice. 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.

The 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 within 20 days of a request for such information. 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.
- J. Stewards may be released for up to eight (8) hours per calendar year for the purpose of attending Union provided Steward Training.

6.3 UNION ACCESS

Authorized Union staff representatives shall have reasonable access to work locations in which employees covered hereby are employed in accordance with the MMBA. 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, in writing, access from the Department Head, Assistant Department Head or Deputy Department Head, at which time the authorized representative shall inform said management representative of the purpose of the visit. Access to the work location may be denied if 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. 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. In the event of denial of access, the Department will, contingent upon written request by the Union, identify in writing the specific reasons for the denial within 7 working days.

Upon receiving advance notice, the County will provide the Union with reasonable access to County facilities for the purpose of updating bulletin boards.

Upon request by the County, 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 Chapter and/or Union Executive Board elections or the results thereof;
- Reports of official business of Union including reports of committees or the Board of Directors;
- All material shall clearly state that it is prepared and authorized by the Union;
- No elections materials concerning any Local, State or Federal candidates and/or ballot measures or Union's endorsement of such candidates and ballot measures may be posted on any bulletin board in the County of San Benito; and

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

6.5 USE OF COUNTY MAIL AND EMAIL SYSTEM

The Union may use the County mail and email 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.
- To notify members of the time and place of upcoming Union meetings.

6.6 LABOR MANAGEMENT COMMITTEE MEETINGS

On a quarterly basis, either party may request to schedule a labor management committee meeting. Up to a maximum of four (4) employee representatives from management and one (1) non-employee for a total of five (5) management representatives may attend. Up to a maximum of four (4) employees not from the same department and one (1) union representative not an employee for a total of five (5) Union representatives may attend. Such request must be made at least seven (7) business days in advance and such request shall include proposed agenda items. The parties shall reach mutual agreement on the final agenda items at least four (4) business days in advance of the proposed meeting date. Any items that are not mutually agreed upon shall not be added to the agenda. The scope of the

labor management committee meeting is to discuss issues of mutual concern that are not included in the MOU. Meetings shall be held during the normal business hours. The parties to the meetings shall have no authority to demand to bargain changes to wages, hours, terms and conditions of this agreement

6.7 BOARD OF SUPERVISORS MEETINGS

The County will not unreasonably deny requests for release time for an employee representative to attend Board of Supervisors meetings when matters within the scope of representation are agendized for Board action. An employee representative must request release time by 9:00 a.m. the day prior to the Board of Supervisors meeting.

6.8 Union Leave of Absence

Upon a 45-day advanced written request from the Union, the County Administrative Officer may grant a reasonable union leave of absence to a non-probationary employee, without loss of compensation or other benefits, for official union business so long as the number of employees absent for union business does not impose an unreasonable burden on the County. This leave may be granted on a full-time, part-time, periodic or intermittent basis. In no case, shall cumulative leave for each employee exceed one hundred and eighty (180) days per calendar year.

Employees will continue to receive pay, accrue seniority, service credit and benefits during the time of the absence at the expense of the County. The Union will be billed on a monthly basis for all costs associated with the individual on leave including the employer's share of all pay, benefits and retirement contributions. The County shall receive reimbursements by deducting the amount from the transmission of union dues. Reimbursements by the Union shall be made on or before thirty (30) calendar days after receipt of the County's certification of payment of compensation to the employee.

At the conclusion or termination of leave granted under this section, the employee shall return to their prior assignment, work location and shift without loss of seniority, rank, or classification.

The Union has no obligation to request the leave described in this section, and may terminate the leave at any time, for any reason.

The impact of any union leave on the operations of the County must be considered.

ORGANIZATIONAL SECURITY

6.9 DUES DEDUCTIONS

6.9.1. The Union has the sole and exclusive right to have employee organization membership dues and COPE deducted by the County for employees in the bargaining unit.

6.9.2. The County shall deduct, in accordance with the Union's schedule, dues, from the wages of all employees who are members of the bargaining unit.

6.9.3. The County shall, without charge, pay to the Union upon deduction all sums so deducted.

- 6.9.4. On a monthly basis, the County shall, without charge, furnish the Union with an alphabetical list of all employees in the bargaining unit, identifying them by name, work email, home address, home telephone number, cell phone number and home email address (if provided by employee to the County), date of hire, Department name, current step, and annual salary.
- 6.9.5 The County will provide the Union with the name, job title, department, work location, work location and personal telephone number, home address, and personal email of all new hires covered by this Agreement within 30 days of hire or by the first pay period of the month following hire.
- 6.9.6 Employees seeking to begin or cancel Union Dues deductions must do so through the Union. The Union shall notify the County of the amount of dues to be deducted from each employee's wages and forwarded to the Union. If there is an employee dispute regarding the authorization of such dues, the Union shall provide the County with a copy of the individual authorization form upon the County's request.
- 6.9.7 The County shall begin dues deductions the pay period following Union notification of the authorization. The County shall transmit such payments to the Union through electronic funds transfer no later than thirty days (30) after the deduction from the employee's earnings occurs.

6.10 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, including but not limited to claims and liability regarding dues deductions, 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.

6.11 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.

6.12 NEW EMPLOYEE ORIENTATION

The County shall provide the Union notice of any new employee orientations for SEIU represented employees and send an electronic notification list of expected participant(s) at least forty-eight (48) hours in advance of the orientation.

The County will permit, with release time, one SEIU Steward/Representative to address new hires during the County new hire orientation. The Union Steward/Representative will be given 30 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 administrative information to new employees regarding contact information, SEIU programs available to San Benito members and membership information. The parties agree that neither will malign or make derogatory comments of the other as part of the new employee orientation.

Employees who do not attend the New Employee Orientation may, at the request of the Union, be permitted thirty (30) minutes of release time to meet with a Union representative at their work location to receive the union membership information provided at the orientation. Release time will be considered only for those employees who did not attend the New Employee Orientation nor had the opportunity to meet with a Union Representative as part of their new hire on-boarding process.

Subject to departmental approval of release times, the Union will select one (1) steward or Chapter Board member to participate in the presentation and will provide the County with a request for release at least twenty-four (24) hours in advance.

ARTICLE 7. SAFETY

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 County will follow all required state and federal laws and regulations regarding health and safety practices, and when necessary, will set rules and policies related to such requirements. 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 meet to discuss and provide feedback on health and safety practices and policy and 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 OSHA-approved safety footwear shall be required to purchase and wear OSHA-approved safety footwear and shall be reimbursed upon presentation of a receipt for up to two-hundred and fifty dollar (\$250) maximum allowance per year that may be used for more than one pair of safety footwear. The allowance shall be paid each year upon request, up to the maximum reimbursement, to those

employees in classes requiring safety footwear and listed in Appendix C. This Appendix may be updated during the term of this agreement if the County requires additional classifications to wear OSHA-approved safety footwear after meeting with the Union on these updates.

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.

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.

ARTICLE 8. COMPENSATION

8.1 GENERAL SALARY INCREASES

- A. Salary: Current Salaries for classifications in this bargaining unit are listed in Appendix A of this MOU.
- B. Effective the pay period beginning October 31, 2021, each step of the salary range for classifications in this unit shall be increased by three percent (3.0%).
- C. Effective the first full pay period after October 1, 2022, each step of the salary range for classifications in this unit shall be increased by three percent (3.0%).

8.2 ONE-TIME COVID-19 RELATED LUMP SUM

- a) A one-time COVID-19 Related Lump sum payment of \$1,500.00 shall be paid as follows: The one time COVID-19 Related Lump Sum payment will be paid in the November 19, 2021, payroll check for employees still employed (in paid status) by the County at the time of payment subject to the following conditions. Employees who leave before or in the middle of the pay period that the lump sum is processed and paid shall not receive the lump sum. An employee who changes status from one bargaining unit to another during the pay period that the lump sum is processed shall only be entitled to one lump sum payment. Part-time employees shall receive the pro-rata share of the lump sum. All amounts are subject to required state and federal taxes. This one-time lump sum shall not be pensionable compensation.
- b) \$1,500.00 effective the first full pay period in October 2022. The one-time lump sum will be paid in the payroll check that includes the first full pay period in October 2022, for employees still employed (in paid status) by the County at the time of payment subject to the following conditions. Employees who leave before or in the middle of the pay period that

the one-time lump sum is processed and paid shall not receive the one-time lump sum. An employee who changes status from one bargaining unit to another during the pay period that the lump sum is processed and paid shall only be entitled to one lump sum payment. Part-time employees shall receive the pro-rata share of the one-time lump sum. All one-time lump sum amounts are subject to required state and federal taxes. This one-time lump sum shall not be pensionable. compensation.

8.3 OTHER COMPENSATION PROVISIONS

8.3.1 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 effective the first day of the pay period after they have worked at least fourteen (14) 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 first (1st) day of the pay period after they have worked at least fourteen (14) consecutive working days. If it is necessary to order out- of classification work orally, the assignment shall be confirmed in writing within two (2) days.

8.3.2 SPECIAL ASSIGNMENT/COMPENSATION PAY

In the event that an employee is assigned under the specific provisions described in Personnel Rule 6.7.6.5 of the County of San Benito Personnel Policies and Procedures, Special Compensation in conformance with the California Code of Regulations 571 may be reported to CalPERS as compensation earnable or pensionable compensation.

8.3.3 PAY DIFFERENTIAL FOR PROTECTIVE SERVICE SOCIAL WORKERS

Within 180 calendar days from the date the successor contract is signed by both parties, the parties shall meet regarding a proposed 5% differential pay for Social Workers assigned to Child Protective Services and Adult Protective Services in the Health and Human Services Agency.

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.

All standby duty schedules shall be posted at least thirty (30) calendar days in advance of 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.

Within thirty (30) days of ratification of this agreement, the parties shall meet and confer on any changes to the on-call scheduling of clinicians in Behavioral Health as a result of the short-staffing issues and health and safety issues.

8.5 BILINGUAL PAY:

8.5.1 Eligible employees will receive bilingual pay on the first day of the pay period following assignment of bilingual pay or on the-date-of-hire if the employee is certified for bilingual pay at the time of hire. Management shall not direct an employee to translate with a member of the public, if the employee is not bilingual certified and/or on an eligible list. This in no way limits an employees' ability to attempt to provide quality service to bilingual clients.

8.5.2 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 routinely and consistently use bilingual communication skills and who take and pass the proficiency test shall receive the compensation.

8.5.3 Level I – Oral Translation
Individuals who successfully pass the oral bilingual competency test and who routinely and consistently use bilingual communication skills shall receive a bilingual premium of eighty dollar (\$80.00) per month.

8.5.4 Level II – Oral and Written Translation
Individuals who successfully pass the oral and written bilingual competency test and who routinely and consistently use bilingual communication skills shall receive a bilingual premium of one hundred and twenty-five dollars (\$125.00) per month.

8.6 G STEP

Employees will be eligible to move from Steps A through G. Employees are eligible to Step G after completing twelve (12) months at F step.

8.7 LONGEVITY/RETENTION

1. Effective the first day of the pay period following the completion of the 10th year of service, two and one-half (2.5%) percent added to base salary. Employees with continuous full time service to San Benito County are eligible for this differential.
2. Effective the first day of the pay period following the completion of the 15th year of service, an additional 2.5% will be added to base salary for a total of five (5%) percent added to base salary. Employees with continuous full time service to San Benito County are eligible for this differential.
3. Effective the first day of the pay period following the completion of the 20th year of service, an additional 2.5% will be added to base salary for a total of seven and one-half (7.5%) percent added to base salary. Employees with continuous full time service to San Benito County are eligible for this differential

8.8 PAYROLL/PERSONNEL TRANSACTIONS

Unless otherwise stated in this MOU, all new payroll/personnel transactions that affect compensation and benefit payments, including but not limited to step increases, promotions, demotions, and transfers will be effective on the first day of the pay period following the effective date of the relevant transaction.

Effective as soon as administratively possible, employees shall complete timesheets electronically.

Effective as soon as administratively possible, all employees in the County will receive payroll checks through an electronic direct deposit system or will receive payroll check on a preloaded bank card.

The parties further agree that during the term of the MOU, to continue to meet and confer over the impacts within the scope of representation related to implementation of the County's new payroll system. Discussions may include, but are not limited to the following: direct deposits, W2 process, and time entry process. The County will provide employees with a tutorial on the new timesheet electronic submission prior to its implementation.

8.9 POSITION CONTROL

The parties understand that the County may, within its management discretion, eliminate or un-fund vacant positions and institute a hiring freeze to meet the requirements of this package proposal.

ARTICLE 9. INSURANCE BENEFITS
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9.1 EMPLOYEE MEDICAL INSURANCE:

9.1.1 Medical Insurance Plan Options:

The County currently offers to eligible employees medical plans through CSAC-EIA.

Starting on January 1, 2022, the County will offer medical plans to eligible employees, retirees, and their dependents through CalPERS Health.

9.1.2 Eligibility

Employees occupying permanent full time positions, who work a minimum of 0.9 FTE or more, and their eligible dependents, shall be entitled to participate in the County-sponsored medical plan consistent with plan eligibility requirements.

Employees occupying permanent part-time positions, who work a minimum of twenty (20) hours, but less than 0.9 FTE per week, and their eligible dependents, shall be entitled to participate in the County-sponsored medical plans consistent with plan eligibility requirements.

In either case cited above, the County contribution shall be based on the date-of-hire and 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.

9.1.3 County Contribution

The County's monthly contribution for any medical plan shall be up to the maximum amounts for Full time permanent employees as describe below:

Employee Only	\$550.00
Employee Plus One	\$1,050.00
Family	\$1,315.00

As of January 1, 2022, only the PEMHCA Minimum contribution as determined by CalPERS will be made as the monthly CalPERS health insurance contribution for all employees.

The difference between the PEMHCA Minimum contribution amount and the County's current contribution amounts (under the current MOU's) shall be paid to employees via a Health Reimbursement Account, or other similar Account.

As a result, the amount of total monthly County contribution towards Health for employees will be the sum of the Health Reimbursement Account amount, and PEMHCA Minimum amount as prescribed by Government Code section 22892, the sum of which would total the following amounts for active employees:

- a. Employee Only: \$550.00, which would include the PEMHCA Minimum
- b. Employee Plus One: \$1,050.00, which would include the PEMHCA Minimum
- c. Family: \$1,315.00, which would include the PEMHCA Minimum

The County's contribution above shall be prorated for positions that are less than .90 FTE rounding to the nearest one-quarter time. Any premium contributions required above the County's maximum monthly contribution shall be borne entirely by the employee. To receive this contribution, all employees must maintain medical coverage through a County sponsored plan.

9.1.4 PREMIUM CONVERSION

Employees in this Unit authorize the County to make a payroll deduction in the amount of the remainder of the premium required for the CSAC-EIA plans, or other approved County offered medical plan in which the employee and dependents are enrolled.

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

As of January 1, 2022, employees in this Unit authorize the County to make a payroll deduction in the amount of the remainder of the premium required for CalPERS Health plans, or other approved County offered medical plan in which the employee and dependents are enrolled.

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

9.1.5 EMPLOYEE OPT-OUT OF MEDICAL COVERAGE

Employees who are eligible to receive a "cash in lieu of" enrollment in the County's medical plan 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 medical plan coverage to no coverage, or if a new employee, choose no coverage.

Before January 1, 2022, whenever the employee changes to, or opts for, no coverage, the employee shall provide written proof of current alternate group coverage that is not an ACA or Covered California Plan and sign a waiver stating that he or she does have alternative coverage and that the employee understands that the employee will no longer receive coverage through a County-sponsored medical plan. If the employee later decides to re-enter a County-sponsored health plan, the employee must meet such requirements and conditions for approval as may be required by the medical plan provider or enroll during the annual open enrollment period for CSAC-EIA provided medical plans.

As of January 1, 2022, whenever the employee changes to, or opts for, no coverage, the employee shall provide written proof of current alternate group coverage that is not an ACA or Covered California Plan and sign a waiver stating that the employee does have alternative coverage and that the employee understands that the employee will no longer receive coverage through a County-sponsored medical plan. If the employee later decides to re-enter a County-sponsored health plan, the employee must meet such requirements and conditions for approval as may be required by the medical plan provider or enroll during the annual open enrollment period for CalPERS Health provided medical 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 County's plan under Delta Dental provides the following:

1. The County will provide a dental open enrollment each years; however, eligible enrollees may be able to opt into the plan mid plan year within thirty days (30) of a qualifying event consistent with plan requirements.
2. An annual calendar year maximum benefit of \$1,500 per enrollee.
3. Orthodontia coverage to enrollees.
4. 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 RETIREE MEDICAL INSURANCE

A. Eligibility and Maximum County Contribution

Employees in the Unit who retire from the County of San Benito and are eligible for a pension through CalPERS may enroll in a CSAC-EIA medical plan within ninety (90) calendar days of the date of separation as a retiree from the County, if consistent with plan eligibility. To receive this contribution, all retirees must maintain medical care coverage

through a County sponsored plan and receive CalPERS retirement.

As of January 1, 2022, Employees in the Unit who retire from the County of San Benito and are eligible for a pension through CalPERS may enroll in a CalPERS Health medical plan within ninety (90) calendar days of the date of separation as a retiree from the County, if consistent with plan eligibility. To receive this contribution, all retirees must maintain medical care coverage through a County sponsored plan and receive CalPERS retirement.

B. County Contribution for employees hired on or before September 30, 2013.

1. For pre-65 retirees or their eligible survivor (spouse and/or dependent) under CALPERS retirement law, who are not eligible for Medicare and not subject to paragraph C below, the amount of total monthly County contribution towards Health for these individuals will be the sum of direct reimbursement/payment from the County and the PEMHCA Minimum amount as prescribed by Government Code section 22892, the sum of which would total the following amounts until modified by a subsequent MOU:

- i. Retiree Only: \$550.00, which would include the PEMHCA Minimum
- ii. Retiree Plus One: \$1,050.00, which would include the PEMHCA Minimum
- iii. Retiree Plus Family: \$1,315.00, which would include the PEMHCA Minimum

2. For Medicare eligible retirees or their eligible survivor (spouse and/or dependent) under CALPERS retirement law, and not subject to paragraph C below, the amount of total monthly County contribution towards Health for these individuals will be the sum of direct reimbursement/payment from the County and the PEMHCA Minimum amount as prescribed by Government Code section 22892, the sum of which would total the following amounts until modified by a subsequent MOU:

- iv. Retiree Only: \$385.00, which would include the PEMHCA Minimum
- v. Retiree Plus One: \$735.00, which would include the PEMHCA Minimum
- vi. Retiree Plus Family: \$920.50, which would include the PEMHCA Minimum

C. Employees Hired on or after October 1, 2013. PEMHCA Minimum Contributions Only.

Those retirees or their eligible survivor (spouse and/or dependent) under CALPERS retirement law who are limited to receiving the PEMHCA Minimum upon retirement under the existing MOU's, will continue to receive the PEMHCA Minimum amount as prescribed by Government Code section 22892.

9.4 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.

The Health Plan Committee will be comprised of up to two (2) members from each of the County's bargaining units, in addition to one (1) staff representative from each Union, two (2) County administration representatives, and (2) unrepresented employees.

9.5 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.

9.6 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 all cost and any increases during the term of this agreement.

9.7 INELIGIBLE DEPENDENTS:

It is the responsibility of each employee to notify Human Resources upon any enrolled dependent(s) becoming ineligible.

<p>ARTICLE 10. OVERTIME</p>
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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 Overtime hours worked shall be compensated at time and one half.

10.2 OVERTIME COMPENSATION:

10.2.1 Employees not exempt from the Fair Labor Standards Act (Non-FLSA exempt) 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 At times, the County may request that employees voluntarily flex their schedules within a pay period rather than work overtime. Individuals requested 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 may be adjusted. Such choice shall be subject to Departmental approval, but shall not be unreasonably denied.

10.2.4 Absent extraordinary circumstances, employees on a 5/8, 9/80 or 4/10 shift (not 12's) who are required to work more than four (4) hours overtime within a sixteen hour period commencing with the start of their shift and whose regularly scheduled work begins less than six (6) hours from the time the overtime ends, shall be allowed a full six (6) hour period of rest before returning to work, at the employee's request. If the period of rest extends into the next regularly scheduled work shift, the employee will be able to be absent from work to ensure six (6) hours of rest with time absent charged to appropriate leave accruals and for any for a period of rest beyond the six (6) hour the employee may request additional time of to be charged to the employees appropriate leave accruals. Requests for an additional period of rest will not be unreasonably denied.

10.3 OVERTIME COMPENSATION- STANDBY PERSONNEL:

In addition to the daily rate provided for standby, pursuant to section 8.4, individuals assigned to standby who receive telephone calls while on standby shall receive overtime compensation pursuant to this section for the actual time worked in excess of forty (40) hours per week. 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.

<p style="text-align: center;">ARTICLE 11. TRAVEL AND TRAINING</p>

Compensation for travel time and County ordered training or any other job activity shall be carried out in accordance with the County Travel Policy.

Effective immediately, employees required to travel overnight on County business shall receive the per diem rate provided annually by the U.S. General Services Administration (GSA).

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

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.

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

For employees hired on or after October 1, 2014, sick leave is forfeited upon resignation or termination, except that if the employee is retiring under the PERS, the employee can cash out 25% of their sick leave. This 25% cap will only apply in the event that all other management, executive, safety and non-represented bargaining units agree to an equal reduction from 50% to 25%.

Employees hired before October 1, 2014 will maintain the option to cash-out 50% of sick leave at retirement, in accordance with the County Personnel Policies and Procedures. All other 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:

1. For full-time employees having the less than four (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).
4. 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 BEREAVEMENT LEAVE

Individuals attending to a death in the immediate family shall be allowed up to five (5) days of bereavement leave. An immediate family member is defined as a spouse, registered domestic partner, mother, father, grandmother, grandfather, daughter, son, granddaughter, grandson, sister, or brother and step-relatives and in-laws of the same categories. Bereavement leave is in addition to an employee's accrued sick leave and vacation leave.

Department Heads have discretion to allow more than five (5) days when exceptional circumstances warrant additional leave. If approved, employees must use other accrued leave or take the additional days unpaid.

14.5 MATERNITY LEAVE

The County will follow all applicable state and federal laws regarding maternity and paternity leave, including leave for eligible employees provided under Pregnancy Disability Leave (PDL), Family Medical Leave (FMLA) and baby bonding leave under California Family Rights Act (CFRA). While these leaves are generally unpaid, employees must use leave accruals during FMLA and PDL leave except that employees have the option of retaining ten (10) days of paid leave prior to being granted a leave of absence without pay.

<p style="text-align: center;">ARTICLE 15. GRIEVANCE PROCEDURE</p>
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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.

When grieving the interpretation of the MOU, grievant shall identify the applicable section. Grievances related to compensation (except for discipline related compensation) shall begin at Step III with the Personnel Officer. All time may be extended by mutual agreement.

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

15.2 STEP I: 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. In any grievance arbitration, the parties to the grievance may be represented by an attorney at the arbitration 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. 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 17. 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 notification by the County to the Union, the Union shall have ten (10) working days of the notice to request that 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.

In the cases where the County's operational need to maintain County services is required, the County may sub contract out unit work upon notification to the Union where the operational need is urgent and temporary and would result in an immediate negative operational impact on services to the public or would result in a reduction of anticipated revenues to the County. The parties agree that such temporarily sub-contracting out of unit work shall be limited to twelve (12) months. Where the need to temporarily sub-contract out unit work is a result of a vacancy that the County intends to fill, the County will make a good faith effort to open recruitments for such positions within forty-five (45) days of the notification to the Union of the County sub-contracting out work of that position. The County agrees to provide the Union with an update on the status of filling a vacancy if the vacancy continues for more than six (6) months.

ARTICLE 18. 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 19. PAYDAYS

- 19.1 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.
- 19.2 The County will continue to make available direct deposit with all banks that are willing to participate.

ARTICLE 20. 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 21. RETIREMENT

21.1 "Classic" Employees

For employees hired prior to January 1, 2013, or were members of CalPERS or a retirement system that has reciprocity with CalPERS, the County shall continue to provide the 2% at 55 PERS retirement program for Miscellaneous Employees. These miscellaneous employees shall contribute 7% towards the employee CalPERS contribution.

21.2 "New" Employees

For employees hired on or after January 1, 2013, and prior to that date were not members of CalPERS or a retirement system that has reciprocity with CalPERS, the County shall provide the retirement program in conformance with the requirements of California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § 7522 et seq., as may be amended. As of FY 2013/2014, Miscellaneous PEPRA Employees will receive the 2% at 62

retirement benefit. These miscellaneous PEPRA employees shall contribute 50% of the normal cost of the benefit as determined by CalPERS on an annual basis.

21.3 Pre-Tax Employee Contributions

The County shall maintain in effect the IRS 414-H2 Provision which allows the County to provide employees with a tax deferral of the employee-paid PERS contributions to the extent allowable by law.

ARTICLE 22. ADVANCED NOTICE

Whenever the County changes county wide personnel policies regarding matters within the scope of representation, the Union will be given written notice at least thirty (30) calendar days, absent emergency, before the effective date of changes regarding wages, hours and other terms and conditions of employment. Upon notice, the Union has ten (10) calendar days to request a meet and confer with the County before the change becomes effective on the proposed date. If the Union provides this notice, the parties must meet within 20 calendar days of the notice and parties commit not to delay the process.

ARTICLE 23. 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.

It is the responsibility of each employee to take this rest period. Employees should report to the supervisor if, for any reason, an employee believes that they are unable to take a rest period.

ARTICLE 24. HIRING PROCEDURES/PROMOTIONS

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

ARTICLE 25. 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 26. TUITION REIMBURSEMENT

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

- 26.1 Maximum reimbursement of up to Eight Hundred Fifty Dollars (\$850.00) per eligible employee per fiscal year.
- 26.2 Reimbursement for job related, pre-approved courses from accredited educational institutions.
- 26.3 Reimbursement upon successful course completion.

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

ARTICLE 27. MISCELLANEOUS

27.1 Lay off Procedure

A. POLICY

Whenever, in judgement of the Board of Supervisors, it becomes necessary to lay off employees, the employees holding such positions may be laid off or demoted without disciplinary action. The decision to layoff is not appealable. The application of the layoff policy is appealable pursuant to Section J. The Board of Supervisors, through the Administrative Officer, shall determine the classification and number of positions to be affected within the county service, the effective date of the layoff (s), and shall give notice to affected department heads, employees and recognized employee organizations. Persons to be laid off shall be determined in accordance with the following provisions of this Personnel Rule. The Personnel Office shall make every reasonable effort to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify.

Transfers: The County will review qualifications of laid off employees for possible transfer to vacant and available positions. When, it is determined that employees meeting minimum qualifications for other available County positions, they may be transferred; subject to serving the normal probationary period.

In cases where the employee does not meet minimum qualifications for the position, they may be transferred to positions which the County believes they be able to perform despite of the lack of minimum qualifications. Again, the employee is subject to the normal probationary period. Transfers shall be made in the County's sole discretion.

Layoff Impact Negotiations:

Whenever possible, the County will give sixty (60) days' notice to employee organizations prior to the effective date of layoffs. When sixty (60) day notice is not possible, as much notice as is possible will be given. In no case shall the notice to the employee organization occur less than ten (10) days prior to notice to the individual employees. Upon request, the County will meet and confer with the employee organization on the impact of the layoffs, including layoff mitigation measures to include severance issues.

B. ABOLITION OF POSITION

Layoffs shall be made by classification within a department. When a position within a department is abolished, all employees in that department in the subject classification shall be listed in order of length of service with the County. The least senior employee shall be laid off for each position to be abolished. Within each affected classification in a department, all extra help employees shall be terminated before any other employees are laid off; all probationary employees shall be laid off before any permanent employees.

C. SENIORITY

The seniority date of an employee for purposes of layoff and rehire shall be based upon the date of hire in the County. If, in any case, length of service should be equal, the tie shall be broken for the purpose of the layoff procedure in the following order, in favor of the:

1. Employee(s) who have the greatest length of time employed within the classification identified for layoff during the current period of continuous service.
2. Employee(s) who have the greatest length of time employed within the department during the current period of continuous service.
3. The job performance of the employee(s).
4. If all of the above are equal, ties shall be broken by lot.
5. Part-time employees shall receive pro-rated seniority.

D. DISPLACEMENT (BUMPING)

An employee who receives notice of layoff may displace an employee in the same or lower classification within the County provided that each of the following conditions are met:

1. The employee has higher County seniority;
2. The employee has held regular status in said ~~lower~~ or equivalent classification within the County: (Employees may bump into intermediate classes in a series if they held permanent status at a lower level; for example: an Eligibility Worker III would be allowed to bump into an Eligibility Worker II class even if they did not hold permanent status in it; provided that they held permanent status in the Eligibility worker I class.);

3. The employee is willing to accept the reduced compensation level;
4. The employee meets the minimum qualifications for the lower class; and
5. The employee submits written displacement action to the CAO within ten (10) days after receipt of the layoff notice.
6. When bumping in the same or a lower class, the bumping employee will displace the least senior employee in the class.

If an employee is bumped, he/she shall be laid off in the same manner as an employee whose position has been abolished.

E. NOTICE OF LAYOFF

The employee shall be given written notice of layoff by the Administrative Officer as soon as possible but not less than twenty-one (21) days in advance of the effective date of such layoff. The notice of layoff shall include the following information: the reason for layoff, the employee's seniority date, effective date of layoff, a copy of this Personnel Rule, and bumping rights. Copies of the notice shall also be provided to the appropriate department head and recognized employee organization.

F. HEALTH INSURANCE

An employee who has been laid off from County service may elect to continue health insurance coverage according to the provisions of law, Memoranda of Understanding and procedures established by the County.

G. REEMPLOYMENT LIST

1. A Reemployment List is particular to a classification. A Reemployment List will be established by the Personnel Officer in the inverse order of layoff within the classification. Persons on this list will be afforded first opportunity for appointment to any future employment in said class. Any vacancy occurring in the class from which employees have been laid off shall be offered first to qualified and available employees on the Reemployment List for that class in order of seniority.
2. Such right to reemployment will be for a period of two (2) years. When a person is reemployed from a reemployment list, the employee will resume employment on the same basis as returning from an unpaid leave of Absence and shall be entitled to accrue sick leave and vacation at the same rate at which it was accrued prior to layoff. His/her status in relation to probationary period, merit salary increases, and seniority shall be the same as at the time of layoff. Any unused and unpaid sick leave and vacation accruals shall be reinstated.
3. An eligible employee may have his/her name place on a Reemployment List for a period of two years (24 months), in the following ways:

- a. A permanent employee who is laid off and/or reduced in class or displaced (bumped) shall be automatically placed on the Reemployment List for his/her class at the time of layoff in order of seniority.
 - b. A permanent employee who has been laid. Off may request that his/her name be placed on the Reemployment List for a lower class for which he/she meets the minimum qualifications as determined by the Personnel Officer.
 - c. A permanent employee who has been laid off may request that his/her name be placed on the Reemployment List for a different classification he/she held in County service prior to layoff.
- 4. A laid off employee may be removed from the County Reemployment List for any of the following reasons:
 - a. the expiration of two (2) years from the date of layoff;
 - b. re-employment with the County;
 - c. failure to accept three (3) offers of employment with the county within two (2) years;
 - d. failure to appear for a job interview after fourteen (14) days notification by certified U.S. Mail of such interview three (3) times in a two (2) year period;
 - e. failure to respond within fourteen (14) days of available employment;
 - f. Request in writing by the laid off employee to be removed from the list.
- 5. An individual on a Reemployment List may accept an extra-help appointment or position and not lose his/her Reemployment List status.
- 6. An individual on a Reemployment List shall be treated as an active employee for the purposes of eligibility for promotional examinations.

H. RESTORATION OF BENEFITS FOR RECALLED EMPLOYEES

Any employee who has been laid off and is hired from the County re-employment list under the terms of this article within two (2) years from the date of layoff shall be entitled to: (1) restoration of regular status or for employees who have not completed their probationary period, credit for that portion which has been completed shall be given (2) restoration of any accrued time (sick leave) lost due to layoff; (3) credit for all prior service for the purpose of determining seniority and benefits; and (4) placement in the same step of the salary range the employee held at the time of layoff.

I. COMPENSATION

Compensation for employees bumping or transferring pursuant to this policy shall be handled in accordance with Rule 6.7.8 of the County Personnel Rules.

J. HEARING

An employee directly affected by the operation of the layoff policy may, within ten (10) days after notice of layoff is received, request a meeting with his/her Department Head to review the application of this policy as it affects the employee's status. The employee may be accompanied by the representative(s) of his/her choice.

If the employee is not satisfied with the review provided by his/her Department Head, a further review of the application of the Layoff Policy may be requested by the employee with an appointed Layoff Appeal Board. Review by the Layoff Appeal Board must be requested of the CAO/Personnel office within ten (10) working days of a determination by the Department Head. The Layoff Appeal Board will consist of a (1) CAO or his/her representative, (2) A person chosen by the bargaining unit, (3) Committee representative mutually agreed to by the Bargaining Unit and Administration.

The Layoff Appeal Board's determination will be final. Appeals regarding the Layoff Policy shall be limited to alleged misapplication of the policy in terms of the following:

1. Determination of seniority;
2. Determination of any employee's current or prior service in a classification.

3. Determination as to whether a classification is in a series;
4. Alleged violations of the specific requirements of this policy.

K. PERSONNEL LISTS

At the time notices of layoff are sent to employees, the Personnel Officer shall post in the Personnel Office a list of all County employees in the department affected, arranged by classification and seniority date. Such a list for the affected department shall also be posed in the department.

L. REPRESENTATION

Recognized employee associations will have the right to represent their members in all aspects of this policy and procedure pursuant to Government Code Section 3500 et seq.

M. USE OF TEMPORARIES DURING LAYOFF PERIOD

In the event there are layoffs, or during a period when the Union/Bargaining Unit has been appropriately notified of potential layoffs, no work that has been regularly performed by permanent employees of the Bargaining Unit will be assigned to temporary help, contractors, consultants or seasonal employees for a period greater than three (3) months in a fiscal year in the affected classifications.

N. JOB COUNSELING AND OUTPLACEMENT SERVICES

It is the County's intent to assist laid off employees through the transition from County service. To that extent, employees whose positions are proposed for reduction may schedule a meeting with a representative of the Personnel Department. In addition to providing job counseling to employees facing layoff, the Personnel Department will function as a clearinghouse for resources, information and referrals on outside employment, training opportunities, and potential re-employment opportunities with the County of San Benito.

<p style="text-align: center;">ARTICLE 28. PEACEFUL PERFORMANCE</p>

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 29.
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 30.
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 31.
TERM OF MOU

This Memorandum of Understanding represents the entire Agreement between the County and SEIU Local 521 on subjects contained herein and shall become in full force and effect, unless otherwise noted, on October 1, 2021, and shall continue in full force and effect until midnight September 30, 2023, 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, 2023. The County and Union shall begin the meet and confer process no later than July 15, 2023.

10/1/2021- 9/30/2023 MOU BETWEEN SAN BENITO COUNTY
AND SEIU LOCAL 521 / SAN BENITO COUNTY EMPLOYEES

IN WITNESS WHEREOF,

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

COUNTY OF SAN BENITO	SEIU LOCAL 521
BEA GONZALES Chair, Board of Supervisors	AMARILIS GUTIERREZ Internal Organizer, SEIU
EDGAR NOLASCO Deputy County Administrative Officer	CHRISTINA CHAVEZ San Benito Chapter, SEIU Local 521 Negotiating Team
DANIA WONG Chief Labor Negotiator	ROBIN CARO San Benito Chapter, SEIU Local 521 Negotiating Team
ELVIA BAROCIO Human Resources Analyst II	REGINA VALENTINE San Benito Chapter, SEIU Local 521 Negotiating Team
	DAISY URIBE San Benito Chapter, SEIU Local 521 Negotiating Team

APPROVED AS TO FORM:

BARBARA THOMPSON
County Counsel

APPENDIX A
CLASSIFICATION TITLES, SALARY RANGES, AND EFFECTIVE DATES FOR SEIU EMPLOYEES

APPENDIX B
GRIEVANCE FORM

APPENDIX C
Classifications Receiving Reimbursement for OSHA-approved Footwear

- Road Maintenance Worker (series)
- Work Crew Supervisor
- Building and Grounds Maintenance Worker (series)
- Engineer (series)
- Engineering Technician
- Heavy Equipment Mechanic (series)
- Building Inspector
- Code Enforcement Officer

APPENDIX D
COUNTY'S BULLY POLICY

The parties agree to include the County's policy as an appendix with a clear understanding that such inclusion is for reference purposes only and does not give rise to any appeal or right to file grievances under the MOU.
