

2019 Negotiations between
Service Employees International Union, Local 521 and
County of San Benito

Introduced
Date: _____
Time: _____

Union Package Proposal #1

This is a package proposal. The Employer must accept all elements of this package in order for any elements to become effective. In the event the Employer does not accept this package, SEIU reserves the right to return to its previous position on all elements herein.

If the Employer agrees:

To ACCEPT the Union's proposals for:

- **Compensation:**
 - 3.0% cost of living adjustment ("COLA") to be applied to the base wages of all SEIU-represented classifications retroactive to the November 3 pay period, pending ratification and Board of Supervisors approval of this agreement.
 - 1.61% equity adjustment to be applied to the base wages of all SEIU-represented classifications retroactive to the November 3 pay period, pending ratification and Board of Supervisors approval of this agreement. The purpose of this equity adjustment is for the County to proactively address current and existing recruitment and retention challenges within the work force, in advance of the completion of a county-wide classification and compensation study. This equity adjustment will be a credit towards the results of this study.
- **Countywide Classification & Compensation Study:** The parties agree to begin the meet and confer process over the implementation of the findings and recommendations of the study within thirty (30) days of completion of the County's classification and compensation study.
- **Winter Recess Days:** 2 winter recess days for December 26 and 27, or 16 hours for employees in departments that are unable to close on these dates.
- **Term of MOU:** 1 year term from October 1, 2019 to September 30, 2020.
- **Layoff Procedure:** new article created to refer to existing layoff procedures as outlined in the appendix.

The Union will agree:

To ACCEPT the County's proposals on:

- Union Rights


Tentative Agreement # _____

FOR SEIU LOCAL 521:

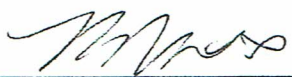
Date/Time: 10/31/19



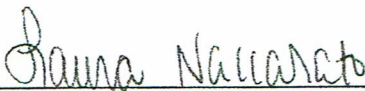
SEIU Negotiator




SEIU Negotiator




SEIU Bargaining Team Member



SEIU Bargaining Team Member



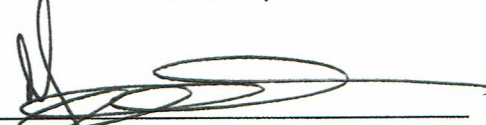
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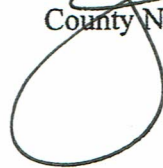
SEIU Bargaining Team Member

FOR COUNTY:

Date/Time: 10/31/19



County Negotiator



2019 Negotiations between
Service Employees International Union, Local 521 and
County of San Benito

Introduced

Date: _____

Time: _____

Modified Union Proposal #1

**ARTICLE 8.
COMPENSATION**

8.1 GENERAL SALARY INCREASES

A. Salary Increases:

A 3.0% cost of living adjustment ("COLA") to be applied to the base wages of all SEIU 521-represented classifications retroactive to the November 3 pay period, pending ratification and Board of Supervisors approval of this entire agreement.

A 1.61% equity adjustment to be applied to the base wages of all SEIU 521-represented classifications retroactive to the November 3 pay period, pending ratification and Board of Supervisors approval of this entire agreement. The purpose of this equity adjustment is for the County to pro-actively address current and existing recruitment and retention challenges with our workforce, in advance of the completion of a countywide compensation study. This equity adjustment will be a credit towards the results of this study.

8.2 COUNTYWIDE CLASSIFICATION AND COMPENSATION STUDY

The parties agree to begin the meet and confer process over the implementation of the findings and recommendations of the study within thirty (30) days of the completion of the County's classification and compensation study.

8.2 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 **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.

8.4 **BILINGUAL PAY:**

8.4.1 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. ~~Eligible employees shall continue to be paid at the Fifty Dollar (\$50.00) per month rate.~~ 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.

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

8.4.3 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 dollars (\$80.00) per month.

8.4.4 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.

~~8.4.3 The union and County agree to reconvene a joint management/labor bilingual committee (two members to be selected by the Union and two members to be appointed by the County). The Committee will review, discuss and make recommendations for a tiered compensation program for bilingual County employees. These meetings will commence no later than April 1, 2016. All final decisions pertaining to the committee's recommendations shall be reviewed by the County Administrative Officer prior to Board of Supervisors approval.~~

8.5 G STEP

~~Employees will be eligible to move from Steps A through G. Following the effective date of this agreement, employees who are not already at Step G are eligible to Step G after completing twelve (12) months at F step. This provision is not retroactive.~~

8.6 LONGEVITY

1. Effective the first day of the pay period following the completion of the 20th year of service, two and one-half (2.5%) percent added to base salary. Employees with continuous full time service to San Benito County ~~hired by October 6, 1987~~ are eligible for this differential.
2. Effective the first day of the pay period following the completion of the 25th 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 30th 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.

8.7 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.


**ARTICLE 31.
TERM OF MOU**

This Memorandum of Understanding represents the entire Agreement between the County and ~~San Benito County Employees Association~~/SEIU Local 521 on subjects contained herein and shall become in full force and effect, unless otherwise noted, on October 1, ~~2017~~2019 and shall continue in full force and effect until midnight September 30, ~~2019~~2020, 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, ~~2019~~2020. The County and Union shall begin the meet and confer process no later than July 15, ~~2019~~2020.

Tentative Agreement # _____

FOR SEIU LOCAL 521:


Date/Time: 10/31/19



SEIU Negotiator




SEIU Negotiator



SEIU Bargaining Team Member

FOR COUNTY:

Date/Time: 10/31/19



County Negotiator



County Negotiator

County Negotiator

Laura Navarro
SEIU Bargaining Team Member

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SEIU Bargaining Team Member

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SEIU Bargaining Team Member