

SEIU Local 521
and
Santa Cruz County
2024 Labor Negotiations

Union Counter Proposal September 5, 2024

The parties reserve the right to add to, delete, withdraw, amend in whole or in part these or any future proposals that it may make during these negotiations.

Article 1: Two-year term September 19, 2024 to September 18, 2026

ARTICLE 3 UNION ACTIVITIES

3.1 STEWARDS -(WE CAN TA)

The Union agrees to notify the County of their Stewards on a quarterly basis. At least one Steward shall be allowed in each department. If a department has more than one physical work location, a Steward shall be allowed at each separate physical work location. If more than twenty-five (25) employees in the same department are assigned to one physical work location, one (1) Steward shall be allowed for each twenty-five (25) or fraction thereof. The Union may request additional Stewards where departmental circumstances warrant such action and department heads are authorized to grant such requests where circumstances warrant. Alternate Stewards may be designated to serve in the absence of the Steward. Steward may represent employees across departments only if authorized in advance by the Personnel Director or designee. The Union shall provide Personnel with information regarding in the basis for the request.

The County and Union will jointly offer an eight (8)-hour basic Shop Steward training course once per calendar year as part of the Training Task Force program. The County agrees to provide release time for one (1) eight (8) hour Shop Steward training per calendar year in addition to the joint training session. Release time shall be authorized in accordance with MOU Attachment C.

When Shop Stewards communicate with the County on issues within the scope of representation, they must identify themselves as Shop Stewards.

3.2 Bulletin Boards

The union, where it represents employees of a County department, shall be provided, by that department, use of adequate and accessible space on bulleting boards for communication.

3.3 DISTRIBUTION

The Union may distribute official union material to employees in its Representation Unit through normal channels.

3.4 VISITS BY AUTHORIZED UNION REPRESENTATIVES

The authorized Union Representative shall be allowed reasonable contact with employees on County facilities provided such contact does not interfere with the employee's work.

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3.5 COUNTY FACILITIES

County buildings and other facilities shall be made available for use by the Union or the

Representative in accordance with administrative procedures governing such use.

3.6 NOTIFICATIONS

A. Notification of Change in Status.

It shall be the duty of the County to notify the Union whenever the services of any County employee in a class in this unit are engaged or terminated.

B. Disciplinary Action.

The County shall notify the Union in writing of any intended dismissal, suspension or reduction in rank of employees covered by the Memorandum of Understanding. The same day that the notice of intended action is served to the employee, a copy of the notice shall be either a) hand-delivered to the Union with all attachments, b) faxed to the Union without attachments and sent to the Union by First Class Mail with all attachments, or c) emailed to the Union Member Resource Center and designated Union Organizer with all attachments. It shall be the Union's responsibility to provide the County with the appropriate email addresses and departmental assignments.

C. Bargaining Unit Employee Information

i. AB 119 Information

The County shall provide the Union with remote access to an electronic formatted file with a comprehensive list of all employees covered by this MOU that includes each employee's name, employee number, job title, department, work location, work, home, and personal cellular telephone numbers, personal email address (if on file with the County) and home address. The Union shall provide the County with the names of two Union employees who will be provided with passwords and instructions on how to access this information.

ii. Other Miscellaneous Reports -(WE CAN TA)

The County shall, on a bi-weekly basis, provide the Union with an electronic formatted file with payroll information that includes the employee name, date of birth, job title, work email and department, as well as retiree names and addresses on a monthly electronic basis. The County agrees to continue to provide monthly dues deduction status reports, quarterly unit census data reports, and termination member reports (with retirements identified), and new hire member reports at no cost to the Union, in a standardized electronic format. The

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D. Union Notification.

Except in cases of emergencies, the Union shall be given five (5)- working days written notification of any matters within the scope of representation (wages, hours and working conditions) proposed to be adopted by the Board of Supervisors or management and shall be given the opportunity to meet and confer with the County prior to its adoption. The impasse procedures shall be in accordance with Government Code Section 3505.

E. Contracting Out.

The County agrees that prior to taking action to contract out functions or activities now performed by employees in the General Representation Unit, the County shall provide the Union with reasonable written notice and shall meet and confer with the Union and ~~discuss~~ and negotiate alternative ways to achieving the County's objectives. The County agrees that, prior to taking action to layoff employees in the General Representation Unit, the County shall discuss alternative ways of achieving the County's objectives with the Union.

At least two weeks prior to the issuance of a Request For Proposal (RFP) to contract out work now performed by employees of the General Representation Unit, the County will provide the Union with notice of the County's intent to issue the RFP.

3.7 RELEASE TIME FOR NEGOTIATIONS-(WE CAN TA)

Preparation time for successor MOU negotiations will be considered in accordance with statutory requirements.

Article 5 (SEIU check with legal)

ARTICLE 7 PAY 7.1

A. Pay- Article 7.1 Economic Reopener for Fiscal Emergencies

If at any time during the term of this MOU, the Board of Supervisors declares a fiscal emergency, the County may reopen the MOU for negotiations on any economic issues including but not limited to wages, health benefits, and retirement. Negotiations shall commence within 10 days of notice from the County. If the parties do not reach agreement within 30 days after commencement of negotiations, they may mutually agree to mediate the dispute under the auspices of the State Mediation and Conciliation Service, provided that such mediation shall commence within five days of the agreement to mediate and shall conclude within 14 days unless the parties otherwise mutually agree.

In the event of a declaration of a fiscal emergency, it is the County's intent to also reopen the collective

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bargaining agreements of other labor groups for negotiations on the economic issues outlined above in accordance with all applicable provisions of the MOU's. The County shall provide notice to the Union 5 days prior to consideration by the Board of Supervisors of a fiscal emergency under this provision. If a state or federal law is passed to reduce benefits for active employees in this Unit, the parties shall have the right to reopen the economic provisions of the MOU.

B. Cost of Living Increase

Effective the first full pay period after ratification by the Union and Board of Supervisors approval, each step in the salary range for all employees shall be increased by ~~3%~~ 5%

1. Effective the first full pay period in September ~~2022~~ 2025 each step in the salary range for all employees shall be increased by ~~3%~~ 5%
2. ~~Effective the first full pay period in September 2023 each step in the salary range for all employees shall be increased by 3%.~~

Equity Adjustments

- C. Effective to the first full pay period after ratification by the Union and Board of Supervisors approval, all employees in the Environmental Health Specialist I benchmark classifications will receive an equity adjustment of 10.5%. Pretreatment Program Specialist shall be included in the EHS I benchmark and shall receive the 10.5% increase.
- D. Public Health Investigator and epidemiologist are moved to be under the Public Health Microbiologist benchmark.
- E. Effective the first full pay period after ratification by the Union and Board of Supervisors approval, all employees in the Sanitation Maintenance Worker I, II, III classifications will receive an equity adjustment of 10%.
- F. ~~Effective the first full pay period after ratification by the Union and Board of Supervisors approval, all employees in the Medical Assistants classifications shall receive a parity adjustment to the Medical Care Service worker position.~~
- G. The following benchmarks and their associated classifications who currently sit at around below market value will be brought up to market rate based on the results of the Compensation study:

Agricultural.
Benefit Representatives
Appraisal II.
Weights and Measures Inspector II.

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Building Inspector II,
Building Construction Maintenance Worker II,
Building Permit Technician II,
California Children's Services Physical Therapist,
Civil Engineer,
Clinical Lab Scientist,
Communications Technician II,
IT Application Development & Support Analyst II,
IT Network/Communications Analyst II,
IT System Administration Analyst II,
Personnel Technician,
Pharmacist,
Public Health Microbiologist,
Public Health Nurse II,
Radiological Technologist,
Senior Social Worker,
Sr Mental Health Client Specialist I
Social Worker II,
Treatment Plant Operator,
Welfare Fraud Investigator II.

For Animal Services Department

- For Animal Services Department: All Classifications in the Department Add Steps
- The County shall add steps 5, 6, and 7 at 5% in between each step for all classification in the Animal Services Department.

Article 21 Classification actions and salary Protection

Add: Countywide Compensation Philosophy

The County and the Union shall meet and confer to review the comparable agencies and determine the utilization of the data collected from the identified agencies. As such, and in accordance with the Meyers-Milias Brown Act, the parties agree to meet and confer over any proposed changes to the current compensation philosophy and/or ensuing impacts to SEIU represented employees. Furthermore, the parties agree to begin the meet and confer process no later than December 1, 2024.

C. 2025 Special Classification Studies

Classifications studies shall be conducted of all employees in the following classifications who submit a complete Long Form Position Description Form (PDF) to the Personnel Department by January 31 2025:

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- IHSS Social Workers II's assigned to the In-Home Supportive Services (IHSS) unit.
- Medical Billing Technician
- Senior Medical Billing Technician
- Senior Building Equipment Mechanic
- Senior Plumber
- Sr. Electrician
- Comparable study between Medical Assistants and Medical Service Workers to review duties and pay.
- No study will be conducted for employees who do not submit a completed PDF by the January 31, 2025, deadline. The study will be completed, and the results implemented within one (1) year of the date the PDF was received in the Personnel Department.

ARTICLE 10 INSURANCE BENEFITS-Holding

Plan Documents Controlling.

The following is only a summary of the terms of enrollment and benefits for employee insurances available to employees in this representation unit. In the event of a discrepancy between Article 10 and the plan document, the plan document for insurances specified below (medical, dental, vision, life) is controlling. Copies of plan documents are available through the Personnel Department.

10.1 MEDICAL COVERAGE & FLEXIBLE CREDIT

CalPERS offers employees choices in medical plans. Enrollment of some domestic partners is permitted in the Public Employees' Medical & Hospital Care Act (PEMHCA) health plan. Effective January 1, 2009, the County implemented a Flexible Health Allowance Program. Employees must be enrolled in a CalPERS PEMHCA health plan to participate. Enrollment status in a health plan determines the level of Flexible Health Allowance an employee is eligible to receive.

A. Employees in this representation unit may enroll in a medical plan offered by CalPERS in accordance with the provisions of the PEMHCA Program or a CalPERS approved County offered alternate medical plan. Employees have the option of enrolling their eligible dependents in a CalPERS approved County offered medical plan. Alternate medical plans must conform to CalPERS plans, rules, and regulations.

The Parties agree to meet and confer on potential impacts within the mandatory scope of bargaining that relate to the implementation and regulatory compliance of the Affordable Care Act (ACA) for the County sponsored medical plans.

B. For coverage during the term of this agreement the County shall contribute to the CalPERS PEMHCA Program or any other CalPERS approved County offered alternate medical plans the following monthly amount for active, eligible employees in budgeted positions who elect to participate in such program:

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1. For calendar year ~~2021~~ 2024 the County will provide the following monthly benefit contributions for active employees:

a. CalPERS PEMHCA CONTRIBUTION

1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
2. Employee + one dependent = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
3. Employee + two or more dependents = The County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = ~~\$869.32, \$1236.05~~ which includes the PEMHCA minimum contribution in 1(a)(1). The County's contribution represents 95% of the ~~2021-2025~~ premium of third lowest cost HMO-available in CalPERS Health (~~excluding Kaiser~~), ~~minus an additional \$10 employee contribution.~~
2. Employee + one dependent = ~~\$1656.08, \$2200.68~~ which includes the PEMHCA minimum contribution in 1(a)(2). The County's contribution represents 90% of the ~~2021 2025~~ premium of the third lowest cost HMO available in CalPERS Health (~~excluding Kaiser~~), ~~minus an additional \$10 employee contribution.~~
3. Employee + two or more dependents = ~~\$2155.90, \$2813.40~~ which includes the PEMHCA minimum contribution in 1(a)(3). The County's contribution represents 90% of the ~~2021 2025~~ premium of the third lowest cost HMO-available in CalPERS Health (~~excluding Kaiser~~), ~~minus an additional \$10 employee contribution. At no time during the 2021 plan year will the County pay more than the full costs associated with employees' health plan selection.~~

2. Effective as soon as administratively possible, for calendar year ~~2022~~ 2026 the County will provide the following monthly benefit contributions for active employees:

a. CalPERS PEMHCA CONTRIBUTION

1. Employee only = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.
2. Employee + one dependent = the County shall contribute the PEMHCA minimum as determined by CalPERS on an annual basis.

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3. Employee + two or more dependents = the County shall contribute the PEMCHA minimum as determined by CalPERS on an annual basis.

b. FLEXIBLE HEALTH ALLOWANCE CONTRIBUTION

1. Employee only = 95% of the ~~2022~~ 2026 premium for the third of the lowest-cost HMO available in CalPERS Health (~~excluding Kaiser~~), but not less than \$879.32. This includes the PEMHCA minimum contribution in 2(a)(1).
2. Employee + one dependent = 90% of the ~~2022~~ 2026 premium for the third of the lowest cost HMO available in CalPERS Health (~~excluding Kaiser~~), but not less than ~~\$1,666.08~~. This includes the PEMHCA minimum contribution in 2(a)(2).
3. Employee + two or more dependents = 90% of the ~~2022~~ 2026 premium for the third of the lowest cost HMO available in CalPERS Health (~~excluding Kaiser~~), but not less than ~~\$2,165.90~~. This includes the PEMHCA minimum contribution in 2(a)(3).

A. Retiree Health Care.

1. Employees in this representation unit who retire through CalPERS may enroll in a CalPERS health plan or any County offered alternate medical plan, as provided under the Public Employees' Medical & Hospital Care (PEMHCA) Program and CalPERS regulations.
2. The County agrees to contribute as shown below for eligible retirees who are enrolled in a CalPERS Public Employees' Medical and Hospital Care Program (PEMHCA) medical plan or an alternate medical plan approved by CalPERS and offered through the County. The County's monthly contributions are as follows:
 - a. Effective January 1, 2012 for all employees in this unit who retire or have retired from the County, the County's medical contribution towards retiree health insurance shall be the PEMHCA minimum (as determined by CalPERS on an annual basis), not to exceed the actual cost of the plan selected. This amount shall be paid directly to CalPERS. In addition, the County may make a longevity contribution (as defined in H.2.b below) to reimburse retirees or qualifying family members of a deceased annuitant (see section H.3) for a portion of the cost of the health premium deducted from the retiree's pension. Longevity contributions shall be paid directly to the retiree or a qualifying family member of a deceased annuitant (see section H.3) by the County on a monthly basis.
 - b. Effective January 1, 2012 for all employees in this unit who retire on or after January 1, 2012 from the

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County, the County will make a longevity contribution towards retiree health insurance, which when added to the PEMHCA minimum will total the amount shown in the following longevity schedule (See Attachments E & F):

1. Retirees with 0-5 Years of Service with the County of Santa Cruz are entitled to receive the PEMHCA Minimum ~~Only~~ plus \$100.00
2. For retirees with 6+ years of County service, each additional year of service above 5 years shall be recognized with a fixed dollar increase per year, as shown on Attachment E and F, to a maximum of ~~\$507~~ \$607 at the age of 55 with 20 years of service for Retiree Only and to a maximum of ~~\$557~~ \$657 at the age of 55 with 20 years of service for Retiree Plus one or more dependents.
3. For retirees with 6+ years of County service, each additional year of service beyond age 55 shall also be recognized with a 5% increase, as shown on Attachment E and F, to a total County Contribution maximum of ~~\$507~~ \$607 for Retiree Only and ~~\$557~~ \$657 for Retiree Plus one or more dependents.
4. Upon the retiree or the qualifying family member of a deceased annuitant (see section H.3) attaining Medicare eligibility, the County's total contribution shall be reduced to the greater of (i) the PEMHCA minimum or (ii) 75% of the pre- Medicare contribution as calculated per Attachment E and F.
5. Effective in any calendar year that the PEMHCA minimum (as determined by CalPERS on an annual basis) equals or exceeds the lowest level of benefit available to an employee at age 55 with 6+ years of service, the longevity schedules (See Attachment E and Attachment F) shall be revised to reset the fixed dollar increase between the years 5-20, thereby ensuring that the provisions of Section 2.b(2) are met.
6. Increases to the County contribution pursuant to Section 2.b(5) shall only apply to retirees with retirement dates on or after the date of said revision(s) to Attachment E and/or Attachment F.
7. Retiree's contributions from County shall remain fixed at the amount determined at the date of their retirement (per Attachment E and F) unless and until, during negotiations, this bargaining unit and the County agree to an increase in the maximum County contribution of ~~\$507~~ \$607 for Retiree Only and ~~\$557~~ \$657 for Retiree Plus one or more dependents. County contributions shall never exceed the cost of the premium for the qualifying medical plan in which the retiree is enrolled

10.4: Add State Disability for Extra-Help Employees (pending SEIU vote for extra-help)

ARTICLE 12 OVERTIME-Holding

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1. DEFINITION

Overtime is any authorized time worked in excess of forty (40) hours per week, in a seven (7) consecutive day (i.e., 168 consecutive hours) work period. Employees shall receive payment for all overtime worked in the amount of one and one-half times their FLSA "regular" hourly rate.

2. AUTHORIZATION

Employees cannot work overtime without the advance approval of department heads or their designated agents. Advance approval may include written instructions from department heads for standard situations, and such instructions may be changed by department heads from time to time. Operational needs vary by department. Departments shall ensure that plans are in place to relieve employees at the end of their scheduled shifts. Departments shall ensure that employees are relieved at the end of their scheduled shifts when overtime is not approved. This shall not prevent the parties from mutually agreeing to other arrangements.

3. COMPUTATION

A. Unless specifically provided otherwise in this Article, paid time off from work for any purpose shall not count as time worked for purposes of overtime, including but not limited to: annual leave; sick leave; vacation; court leave; any balance of compensatory time; paid leave for participation in County examinations or selection interviews or for purposes of donating blood; pay for time not worked in the event of a natural disaster; and mandatory leave with pay.

B. Holidays.

1. When a holiday falls on an employee's regular workday, the hours of holiday leave shall be counted as time worked for purposes of computing overtime whether the holiday is worked or not, and hours worked on a holiday shall be counted as time worked for purposes of computing overtime.
2. Holidays which occur on a day other than the employee's regularly scheduled workday shall not be counted as time worked for purposes of computing overtime.
3. Notwithstanding the other provisions of this Article, all time in paid status except compensatory time off will apply towards overtime for the following classes only:

Public Works Maintenance Worker I – IV Public
Works Supervisor
Sanitation Maintenance Worker I – III
Pump Maintenance Mechanic Disposal
Site Maintenance Worker
Heavy Equipment Operator-Disposal Sites
Transfer Truck Driver
Heavy Equipment Mechanic I
Heavy Equipment Mechanic II

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Supervising Heavy Equipment Mechanic Public
Works Dispatcher
Heavy Equipment Service Worker Solid
Waste Inspector I/II Environmental
Program Coordinator Treatment Plant
Operator in Training Treatment Plant
Operations Supervisor Senior Treatment
Plant Operator
Lead Heavy Equipment Operator
Cashier-Disposal Site
Accounting Clerical Supervisor – Disposal Site
Electrical Instrumentation Supervisor Electrical
Instrumentation Technician I Electrical
Instrumentation Technician II Treatment Plant
Operator
Sr. Social Workers
Social Workers Supervisors
Mental Health Client Specialist I/II
Sr. Mental Health Client Specialist I/II
Building Maintenance II/III
Criminalist I/II/III
Building Equipment Mechanic
Sr. Building Equipment Mechanic
Electrician
Sr. Electrician
Plumber
Sr. Plumber
Supervising Coroner Investigator
Coroner Investigator I/II
Group Supervisor
Sr. Group Supervisor
Institutional Supervisor

ARTICLE 13 ON-CALL DUTY AND CALL BACK DUTY

1. ON-CALL DUTY

Defined. On-call duty is defined as the requirement by the department for an employee to leave a phone number where the employee may be reached during off-duty hours, or carry a pager during off-duty hours, and the employee must be available to report to work within a one-hour period.

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B Time Worked.

1. Time spent in answering phone calls or responding to calls by phone is considered time worked which counts towards overtime.
2. An employee who is called back to duty shall be considered on-call until they reach the job site. Travel time to the job site shall not be considered time worked. Time worked shall be deducted from the prescribed on-call shift to determine the appropriate on call pay.

C. Compensation.- ~~-(WE CAN TA)~~

1. ~~Effective September 13, 2014~~ All employees assigned on-call duty shall receive ~~\$3.00~~ \$4.00 per hour when assigned to be on-call.
2. Effective the first full pay period after Union ratification and Board of Supervisors approval, all employees assigned on-call shall receive ~~\$4.00~~ \$4.50 per hour (or ~~\$32~~ 36 for an 8-hour period, ~~\$64~~ 72 for a 16-hour period, and ~~\$96~~ \$108 for a 24-hour period) when assigned to be on-call.

D. Union Notification. The County shall notify the Union whenever the County intends to add or remove positions in the bargaining unit from the approved on-call list.

E. Sanitation On-Call (HOLDING): When scheduled to be on-call after normal hours of operation, the employee shall be compensated at the rate of \$7.25 per on-call hour, or the Federal hourly minimum wage, whichever is greater. When an employee responds to a call, either by phone or in person, the employee shall be paid for actual time worked at their regular hourly rate of pay and overtime using code 25P. The employee shall receive two hours minimum pay for any call-out.

F. Mental Health On-Call: When Sr. Mental Health Client Specialist II and Mental Health Client Specialist II are scheduled to be on-call after normal hours of operation, the employee shall be compensated at the rate of \$7.25 per on-call hour, or the Federal hourly minimum wage whichever is greater. When an employee responds to a call, either by phone or in person, the employee shall be paid for actual time worked at their regular hourly rate of pay and overtime using code 25P. The employee shall receive two hours minimum pay for any call-out.

2. CALL-BACK

A. Defined. Employees who are ordered to return to their work site or another specified work site by the department head or a designated agent following the termination of their normal work shift shall be considered to be on call-back unless otherwise provided in this Article (13). Responses to phone calls or performing work at home shall not be considered call-back duty. Travel time to and from the work site shall not be considered time worked. If an employee has physically left home and receives a call canceling a call-back, the two- (2) hour minimum in B, below, shall apply. Such payment shall not be considered for time worked.

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B. Compensation. Employees who are called back shall be compensated for the actual time worked at one and one-half times their regular hourly rate provided that a minimum of two (2) hours of overtime compensation shall be allowed for all periods of work less than two (2) hours.

1. Employees in Informational Technology (IT) classifications, who are authorized by the department head to remotely access County IT systems and who are able to meet operational needs shall be compensated as outlined below in 13.2.B.1.a

a. Employees who work remotely shall be compensated for the actual time worked at one and one-half times their regular hourly rate provided that a minimum of one (1) hour of overtime compensation shall be allowed for all periods of work less than one (1) hour. Multiple calls within the same one (1) hour period shall be included in the time already compensated for in that one (1) hour period.

13.4. Fatigue Time Off (NEW SECTION)

The intent of fatigue time off is to provide a sufficient time for rest between a significant period of work and the start of the next regularly schedule work shift by replacing regularly scheduled straight time hours, of actual hours worked, with paid rest time at the regular paid compensation, as indicated below.

If the assigned employee is required to respond to a call that requires them to work hours between twelve a.m. (12am) and seven a.m. (7 a.m.), the employee shall be entitled to rest period as follows prior to returning to work:

Fatigue Time requires a two-hour minimum of work assignment as by Article 13 On-call

<u>Hour Range</u>	<u>Worked Between</u>	<u>Fatigue Time Owed:</u>
<u>Between 2 – 3 Hours</u>	<u>12a.m.-7a.m</u>	<u>Two (2) Hour Fatigue Time Minimum</u>
<u>Four (4) hour or more</u>		<u>Three (3) Hours</u>

Employees at HPHP who experience abrupt or violent (murder, drug overdose, car-accident, etc) loss of a client with whom they are close to shall qualify for two hours of fatigue time per request.

ARTICLE 14 DIFFERENTIALS -Counter

The payment of differentials is assignment based.

APPLICATION

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Any of the differentials in parts 14.2 through 14.11 of this Article shall be paid on all time in a paid status. Any of the differentials in parts 14.2 through 14.11 of this Article shall be paid at one and one-half the specified rate for overtime hours worked. None of the differentials included in this Article shall be paid for the periods an employee is receiving on call pay or emergency response standby pay.

SHIFT DIFFERENTIAL

- A. Swing Shift. Employees who work eight (8) consecutive hours or more which includes at least four(4) hours of work between the hours of 5:00 p.m. and 12:00 a.m. as a regular work assignment shall be paid a rate of \$1.75/hour above their hourly salary rate for a swing shift differential. Employees that volunteer or are assigned to work a shift schedule and it is not part of their regular schedule shall receive shift differential for those hours worked.
- B. Graveyard Shift. Employees who work eight (8) consecutive hours or more which includes at least four (4) hours of work between the hours of 12:00 a.m. and 8:00 a.m. as a regular work assignment shall be paid a rate of \$2.00/hour above their hourly salary rate for a graveyard shift differential. Employees that volunteer or assigned to work a graveyard shift and it is not part of their regular schedule shall receive the graveyard shifts differential for those hours worked.
- C. Corridor Application. The predominant number of hours scheduled in a shift determine the differential to be paid and the entire shift is to be paid at the appropriate shift differential. If equal hours are worked in each of the shift periods then the higher shift differential will be paid. If a split shift is worked where an individual works four (4) hours and then is off for a period of time and then returns to complete the four (4) hours, then the criteria of eight (8) consecutive hours has not been met and there is no eligibility for the differential.
- D. Training Differential. Employees instructed or tasked to train an employee, new employee, supervisor, or manager shall be compensated with a six (6%) percent increase to their base-salary for a mutually agreed period of time. This period of time shall not extend past three months. Training other employees shall be voluntary and not a requirement for non-supervisory staff.

ARTICLE 31 WORK SCHEDULE/LOCATION ASSIGNMENT-Counter

- A. Work Schedules/Schedule Changes.

Except as provided below, the standard work schedule shall be eight (8) hours per day, five (5) days per week, with two (2) consecutive days off. Except for overtime, callback and on-call assignments, departments which need a different operational schedule shall maintain and post an employee assignment schedule. No employee, except in case of emergency, shall be required to work a different work schedule than assigned (including an alternate schedule). ~~unless~~ The employee has been must be notified in writing

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Union Counter Proposal September 5, 2024**

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at least five (5) working days in advance of requests to the change-in their work schedule. Schedule changes shall be subject to the meet and confer process with the Union.

1. Alternate Schedules.

- a. Upon recommendation of a department head or designee, flex-time, job sharing and voluntary reduced work hour programs may be established after consultation with the Personnel Director and the Union. Job sharing programs require that benefits (excluding employee insurances) be prorated.
- b. Current alternate work schedules may include 9/80 schedules, 4/10 schedules, and/or other alternate schedules. Individuals assigned to such schedules shall accrue leave and holiday hours on the same basis as employees working the standard 5/8 work schedule. Employees shall also be charged time off based on the number of hours in the work day missed.
- c. Should the County elect to eliminate an existing alternate schedule, or establish a new alternate schedule, it will provide five (5) working days advance written notice to the Union and will meet and confer upon Union request.
- d. **7/12 Schedule - Sheriff's Records Clerks**
Effective as soon as administratively possible, all Sheriff's Records Clerks assigned to the Sheriff's Corrections Bureau will work a 7/12 schedule consisting of three 12-hour days in one week of the pay period, and four 12-hour days in the other week of the pay period. Employees assigned this schedule will work a modified work period, in which one 12-hour day will be split between the two work weeks, leaving the employee with 42 hours of scheduled work each work week. Individuals assigned to such schedules shall accrue leave on the same basis as employees working the standard 5/8 work schedule. Employees shall also be charged time off based on the number of hours in the work day missed.
 - i. Overtime. Employees will be subject to Article 12 and overtime will accrue on any hours of work over 40 in each designated work period. This will result in employees who work their full assigned schedule receiving four hours of overtime each pay period.
 - ii. Holidays. Employees assigned the 7/12 schedule are not subject to the provisions of Article 16.1.A. (Holidays). Instead, these employees will accrue .051 hours of holiday credit (the equivalent of 112 hours per year, representing the 14 County holidays) for each hour they are in paid status up to 80 hours per pay period. Holiday accruals will be cashed out twice per year, in June and December.
 - iii. Overtime hours will not count toward step advances, County Service hours, probation, leave accruals, or similar purposes.
 - iv. Implementation of this article (31.A.1.d.) is subject to coordination with the Auditor-Controller-Treasurer-Tax Collector and the Information Services Department.
- e. **36/44 Schedule for Institutional Supervisors**
 - i. Effective as soon as administratively possible, Institutional supervisors working in the Probation department will shift to a 36-hour week 1 schedule and 44-hour week 2 schedule. Employee hours will follow a typical 80 hour pay period, where overtime is eligible after 80 hours of work. The four (4) additional hours after 40 hours are not considered overtime. The Director and all Institutional Supervisors will meet and create scheduling which provides adequate coverage.

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- ii. Holidays. Employees assigned the 36/44 schedule are not subject to the provisions of Article 16.1.A. (Holidays). Instead, these employees will accrue .051 hours of holiday credit (the equivalent of 112 hours per year, representing the 14 County holidays) for each hour they are in paid status up to 80 hours per pay period. Holiday accruals will be cashed out twice per year, in June and December.

f. New alternate schedules for worksites or departments may be proposed by the Union, subject to the meet and confer process.

B. Location Transfers

The County shall provide ten (10) working days written notice when requesting an employee to transfer transferring employees to a new location in excess of ten (10) miles from their current worksite, except in cases of emergencies. Transfer requests shall not be arbitrary or capricious. The County shall fulfill the transfer requests which current employees have submitted based on seniority before moving to request that an employee transfer.

C. Intra-Departmental Transfers

All employees that are interested in intra-departmental transfers shall have their name placed on the Countywide transfer list. ~~Effective January 1, 2008,~~ Departments shall first interview from the transfer list based on seniority that desire to fill any vacant position through an intra-departmental transfer shall be provided a copy of the transfer list by the Personnel Department and shall consider the applications and candidacy of those employees requesting consideration for a transfer. The names of interested employees shall appear on the certification list with other interested applications (open and promotional competitive lists). This process shall not apply when the transfer is the result of a layoff, emergency, disciplinary action, workplace violence, the result of a Personnel investigation, or where prohibited by statute.

D. Hours Worked.

Effective August 10, 1996, all hours worked exclusive of overtime (as defined in Article 12.1) shall apply to step advancement and annual leave accrual. On a quarterly basis, beginning October 1, 1996, the department shall circulate departmental interest cards to establish an extra work interest list. Employees shall have five (5) working days to place their name on the interest list. Prior to hiring temporary workers, the department shall consider this list for the filling of temporary vacancies when practical.

E. Seniority Defined. (expand language)

~~When used,~~ Seniority for purposes of offering overtime, shift assignment, and transfers within the work unit shall be determined by the most recent date of appointment to the current class and department of the employee.

14.1 LONGEVITY DIFFERENTIAL

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A. ~~Prior to July 12, 1997:~~ Employees who have completed ~~62,401-20,800~~ 10 years of County Service Hours shall be paid a Longevity Differential of 1.5% ~~3.0%~~ of their base hourly rate. Employees who have completed 20 years of County Service Hours shall be paid an additional Longevity Differential of 1.5% (totaling 3%) their base hourly rate.

New Article – Telework-Counter

1. The Union Acknowledges the County's right to offer remote work as a privilege of monetary value at The County's discretion.
2. The Union agrees to the current County telework policy.
3. The County agrees to notify the union of any material changes made to the telework policy for the length of this contract.
4. In an effort to maintain parity amongst General Representation employees, The County agrees to award a Bi-Weekly stipend of \$50 to Eligible employees that are unable to work remotely due to the nature of their jobs or the County's need for them to be on site at all times.
5. Employees are eligible if they are in departments where remote work is offered and they are on site for 80 hours in a pay period.
 - a. Hours are defined as regular scheduled workdays.
 - b. Holidays outlined in article 16.1, Vacation time, Sick time, and Compensatory time used shall count towards consecutive workdays for the purposes of eligibility.
6. The County agrees in good faith to not offer remote work on an intermittent basis to avoid paying employees this stipend.
7. This stipend shall apply for the length of the contract so long as the County offers remote work. Should The County cease to offer remote work, The County is no longer obligated to offer the stipend. Should The County terminate remote work and then reinstate remote work, Employees will then be eligible for the stipend again.

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ARTICLE 5 PEACEFUL PERFORMANCE

5.1 ~~During the term of the agreement, t~~The Union and its representatives agree that it and they will not engage in, authorize, sanction, or support any County employee strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment provided such equipment is safe and sound, or to perform customary duties. However, if Unfair Labor Practice charges have been filed against the County, the Union shall reserve its right to strike against these practices until a resolution is reached. Neither the Union nor any representative thereof shall engage in any job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

A violation of this section as determined by the County Administrative Officer is subject to the grievance procedures. ~~may result in the cessation of Union dues deduction by the County and the suspension of Article 4 of this Memorandum of Understanding.~~

5.2 In the case of a legally declared strike against another employer which has been sanctioned and approved by the central labor council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided that the employee advises their supervisor prior to leaving the picketed location and provided further that an employee may be required to cross a picket line where the performance of their duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health, safety, or welfare.

~~Any employee who participates in any activities prohibited by this Article shall be subject to discharge or to such lesser discipline as the County shall determine; provided, however, that the employee shall have recourse to the Civil Service Commission as to the question of whether they in fact participated in such prohibited activity.~~

5.3 The County shall make its best effort to enforce the terms of this Memorandum on the part of its management personnel; the Union shall make its best effort to enforce the terms of this Memorandum on the part of the employees it represents. Managers/Individuals acting or conducting themselves in violation of the terms of this Memorandum shall be subject to discipline, up to and including discharge.

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Article 14 Differentials Continued...

4. MORGUE CLEANING ALLOWANCE

One employee in the class of Custodian shall receive a differential of ~~\$0.75~~ \$1.50 per hour over their base hourly rate when assigned to clean the County morgue for a full work period. The assignment may be changed among employees from work period to work period, but only

one person shall receive the differential within a work period. (A work period is a period of seven consecutive 24 hours, or 168 consecutive hours.)

5. DETENTION AND JUVENILE HALL FACILITIES DIFFERENTIAL

A. Effective October 22, 2016, employees in the following classifications shall receive a differential of ~~\$1.00~~ \$2.00 per hour above base hourly rate when assigned to detention facilities or the juvenile hall facilities:

Cook
Head Cook
Detention
LVN
Detention RN
Detention Nurse Supervisor
Program Coordinator
Sheriff's records clerk
Clerical Supervisor I & I
Behavioral Health Assigned
Administrative Aide
Office Assistant I,II,III
Office Assistant Supervisor
Housekeeper

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Article 16

C. General Provisions

1. Compensation

- a. When a holiday falls on an employee's regular workday, the employee shall be paid at
at
- b. the regular hourly salary rate for their normal schedule of hours of work as and for holiday leave.
- c. When a holiday falls on a day other than the employee's regularly scheduled workday, the employee shall be paid at the regular hourly salary rate for their normal schedule of hours of work as and for holiday leave; or, the employee may be allowed to take an equal amount of time off work on a work day in the same work period as holiday leave in lieu of the holiday.

2. Non-Standard Work Schedule.

Employees whose weekly work schedule is different from a standard work schedule (i.e., eight hours a day, five days a week) shall be granted the same number of hours off from their work as employees on a normal work schedule are granted because of holidays.

Employees who work more than eight hours in a day may (such as a 4/10 schedule) may have the choice to: make up the remaining hours throughout the workweek, use PTO, or use E-time.

3. Qualifications for Pay.

In order to qualify for holiday compensation, the employee is required to work or be in a paid status (e.g., sick leave, annual leave) on their last scheduled workday prior to the holiday and their first scheduled work day following the holiday.

4. During Paid Leave. A holiday falling within a period of leave with pay shall not constitute a day of paid leave.

5. Not Applicable to Overtime.

Holiday leave shall not count as hours worked for purposes of overtime, unless otherwise specifically provided in this Agreement. (See Article 12.)

6. Holiday Compensation - Part-Time Employees.

Employees in part-time positions shall receive holiday compensation as follows:

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- a. Holiday compensation shall be provided only for hours which are proportionate to those budgeted for the part-time employee's position (e.g., an employee working in a 20-hour-a week or half-time position would receive four hours of holiday compensation for a holiday occurring during the work week).
- b. Holidays that occur on a day other than the part-time employee's regularly scheduled workday shall be compensated either by salary at straight time or allowing the part-
- c. time employee to take time off in the same pay period for the hours which are proportionate to the part-time position.
- d. In order to qualify for holiday compensation, the part-time employee is required to work or be in a paid status (e.g., sick leave, annual leave) on their last scheduled workday prior to the holiday and their first scheduled work day following the holiday.

New Annual Leave Buyout

Annual leave is intended to ensure staff have ample time off; however, the Union and that Employer agree that urgent and unforeseen matters may arise. Effective July 1, 2024, employees may cash-out Annual leave hours in accordance with the requirements outlined below:

Upon request, employees shall receive one cash payment for up to forty (40 hours) of annual leave per fiscal year.

An employee must have eight (80) hours of annual leave remaining after the request for a annual leave cash-out request to be considered

The employees will forward their annual leave request to Personnel for processing.

Article 16.3 Other Leave with Pay

(F) Bereavement Leave

1. Employees shall be granted bereavement leave with pay by their appointing authority in the case of the death of the following family members:

the parents of the employee,
the employee's spouse/domestic partner,
the parent's of the employee's spouse/domestic partner,
the step-parents of the employee and/or employee's spouse/domestic partner,
the grandparents of the employee,
and the brother and/or sister of the spouse/domestic partner of the employee.

Also included are the sister and brother of the employee; children, grandchildren, stepchildren and

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adopted children of the employee and/or spouse/domestic partner. Family members listed above pertaining to the employee's domestic partner are recognized by the County after submission of an Affidavit of Domestic Partnership. Such leave shall be limited to three (3) days per occurrence within California. Such leave shall be limited to five (5) days per occurrence for death occurring outside of California if the employee will travel out of state. Such leave shall be limited to three (3) days per occurrence for death occurring outside of California if the employee will not travel out of state. One "day" of bereavement leave as used in this Article shall be equivalent to eight hours for full-time employees and shall be pro-rated for part-time employees.

Include: SB 848

This law provides eligible employees with up to five days of protected leave for reproductive loss events, such as a miscarriage, stillbirth, or failed adoption. Employees must have worked for the company for at least 30 days before the leave and can take the leave within three months of the event. The leave can be taken intermittently, but the maximum amount of reproductive loss leaves an employee can take in a year is 20 days

1.2. Employees who experience the abrupt or violent (murder, drug overdose, car-accident, etc...) loss of a client with whom they are close to shall be eligible for one (1) day of bereavement leave.

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ARTICLE 18 EMPLOYEE PARKING/BUS PASSES

The County currently has a program that provides free bus passes for employees in the County Government Center area; these passes are paid for from permit fees for parking in this area. Should the County begin charging for employee parking in work locations other than the County Government Center area, the County shall make free bus passes available to employees in such work locations. The County agrees to meet and confer on increases in rates for County provided parking spaces for employees in this unit. The County agrees to meet and confer on the impact of policy changes adopted by the Board of Supervisors regarding employee parking.

- A. Any employee assigned to work at 701 Ocean Street shall receive a parking pass at no cost to the employee.
- B. Employees that park on County campus property shall not receive a ticket unless they park in an 1 hour or 2 hour parking destination.

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ARTICLE 27 JOINT LABOR-MANAGEMENT COMMITTEES

A. HSA Joint Labor-Management Committee

The parties agree that there will be one committee comprising representatives from HSA management and the Union. The committee will consist of management representatives and Union stewards or alternates from HSA.

The committee will meet quarterly, or more frequently by mutual agreement. The purpose of this committee shall be communication and information sharing and problem solving on relevant HSA issues such as employee work environment and policies and procedures. The committee will consider HSA related issues concerning recruitment/retention; patient care and staffing. Any proposals mutually agreed to by the committee will be recommended to the Agency Director for review and response. Failure of the County to work in good faith to resolve issues brought to the labor management meetings or failure to follow up on issues brought forward during these meetings are considered a violation of this section and grievable. ~~Issues discussed by the committee are only grievable if they otherwise meet the definition of a grievance under Article 22.~~

B. Public Works Joint Labor-Management Committee

The parties agree that there will be one committee comprising representatives from Public Works management and the Union. The committee will consist of management representatives and Union stewards or alternates from Public Works.

The Public Works Joint Labor-Management Committee will meet as needed. The purpose of this committees shall be communication and information sharing and problem solving on relevant Public Works issues such as employee work environment and policies and procedures. The committee will consider department-related issues concerning recruitment/retention and staffing. Any proposals mutually agreed to by the committee will be recommended to the department head for review and response. Failure of the County to work in good faith to resolve issues brought to the labor management meetings or failure to follow up on issues brought forward during these meetings are considered a violation of this section and grievable. Collective issues brought forth regarding manager conduct or the managerial relationship towards staff shall be swiftly addressed and become grievable if not adequately handled by the County. ~~Issues discussed by the committees are only grievable if they otherwise meet the definition of a grievance under Article 22.~~

C. Child Support Joint Labor-Management Committee

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The parties agree that there will be one committee comprising representatives from Child Support and the Union. The committee will consist of management representatives and Union stewards or alternates from the department.

The Child Support Joint Labor-Management Committee will meet as needed. The purpose of this committee shall be communication and information sharing and problem solving on relevant Child Support issues such as employee work environment and policies and procedures. The committee will consider department-related issues concerning recruitment/retention and staffing. Any proposals mutually agreed to by the committee will be recommended to the department head for review and response. Failure of the County to work in good faith to resolve issues brought to the labor management meetings or failure to follow up on issues brought forward during these meetings are considered a violation of this section and grievable. Collective issues brought forth regarding manager conduct or the managerial relationship towards staff shall be swiftly addressed and become grievable if not adequately handled by the County. ~~Issues discussed by the committee are only grievable if they otherwise meet the definition of a grievance under Article 22.~~

D. Other Departmental Labor Management Meetings

The parties agree that upon request, a labor management committee will be scheduled for any department not currently represented by a standing labor-management committee. This includes the Parks department, Probation department, Sheriff's department, the entirety of 701 Ocean and May street worksites, and any other established County department not mentioned. Failure of the County to work in good faith to resolve issues brought to the labor management meetings or failure to follow up on issues brought forward during these meetings are considered a violation of this section and grievable. Collective issues brought forth regarding manager conduct or the managerial relationship towards staff shall be swiftly addressed and become grievable if not adequately handled by the County.

~~D. SEIU Personnel Labor Management~~

~~The County and the Union share a commitment to supporting the streamlining of the recruitment and hiring process in order to promote the timely filling of vacancies. For the term of this agreement, a Labor-Management Committee comprised of three representatives each from Personnel Management and the Union shall be created for the purpose of communication, information sharing and problem solving on recruitment related issues such as outreach, prospective candidate engagement, and other process related items. The Union shall contact the County to schedule the first Committee meeting and the parties will mutually agree on a meeting schedule thereafter.~~

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~~The Committee will consider tools such as:~~

- ~~i. Continuous recruitments~~
- ~~ii. Frequently Asked Questions to guide applicants and supervisors~~
- ~~iii. Training sessions for new and experienced supervisors~~
- ~~iv. Other process improvement ideas~~

~~The Committee shall issue written recommendations to the Personnel Director and the Civil Service Commission regarding possible changes to processes, practices and/or any items requiring Civil Service Commission and/or Board of Supervisors approval. Any change to the Civil Service Rules will require Civil Service Commission approval first, followed by Board of Supervisors approval. The Committee's recommendations shall be issued within six months of convening.~~

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WINTER RECESS

In all years of this Agreement, departments that are able to close (or Division(s) if entire Department is unable to close) between December 26 and December 31 shall close to minimize the County's carbon footprint. The determination for closure shall be made by the Department Head.

- a) Four paid days (which is equivalent to thirty-two (32) hours for a full-time employee) will be made available to all SEIU bargaining units' employees to use during the Winter Recess.
- b) If a department and/or Division is unable to close during this period, four paid days will be made available by December 23. Any time not used by December 22 of the following year shall be forfeited.
 - i) These "Winter Recess" exchange days shall be scheduled in the same manner as vacation unless the department's policy is to schedule vacation per a vacation sign up list; in which case these days shall be scheduled in the same manner as a Floating Holiday
- c) Unit members must be employed by December 23rd (in each applicable year of the contract) to be eligible to receive Winter Recess hours for that year. Employees on *unpaid leave of absence* status as of this date shall be entitled to these hours once the employee returns to active paid status.

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- i) These "Winter Recess" exchange days shall be scheduled in the same manner as vacation unless the department's policy is to schedule vacation per a vacation sign up list; in which case these days shall be scheduled in the same manner as a Floating Holiday
- d) Seasonal employees in an *unpaid* status when the Winter Recess hours are loaded shall be entitled to these hours once the employee returns to active paid status.
- e) No payment for unused Winter Recess hours shall be permitted. Winter Recess hours will not be included in the overtime calculation.
- f) Prorating:
 - i) Employees shall receive Winter Recess hours on a pro rata basis according to their full-time equivalency (FTE).
 - ii) Seasonal employees will have Winter Recess hours pro-rated on FTE and pay periods worked per calendar year.

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New Language: Workload Standards for HSD and HSA

The County and the Union agree that the County should adopt workload and workload standards. IHSS, Aging and Adult Protective Services, FCS, Behavioral Health Division, Benefits Division Workload and workload standards shall be based, to the extent possible, on time and quality requirements. Standards and workloads shall be considered to include all work and actions assigned and/or required.

Workloads will be made based on what can be reasonably completed in an average eight-hour workday/forty-hour workweek provided the worker is on a 5/8 work schedule, or workloads will also be based on the alternate work schedules, such as 9/80 or 4/10, or any variable schedule. Cases, tasks, etc., will not be assigned when the worker is absent or off schedule. It is agreed that cases/tasks are assigned and worked as a regular workday t. No worker shall be expected to self-assign tasks.

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HSD Workload Standards

Workload Standards for the Human Services Department (HSD) Employees in the following departments

- Adult and Long-Term Care (division ALTC)
 - Employment and Benefits Services Division (EBSD)
 - Family and Children's Services (FCS)
- A. Cases, tasks, intakes, etc., will not be assigned when the worker is absent or off on Paid Annual Leave or FMLA
- B. Management will distribute the cases/tasks/intakes equally, ensuring fairness and considering factors such as availability, language needs, and state and federal legal mandates, regulations, and established jurisdiction requirements. This approach is designed to address concerns and ensure a balanced workload.
- C. Management will consider employees' geographic locations when assigning cases. For example, a case for a family who lives in Boulder Creek will be assigned to a social worker assigned to the Santa Cruz office rather than an employee assigned to the Watsonville office. These considerations will help alleviate the high workloads and improve efficiency, as employees will spend more time completing work assignments and less time traveling.
- D. Workload assignments shall consider an Annual Leave and other reasons that may result in a reduced work schedule. For example, if an employee is out on annual leave for two (2) weeks, they shall not be expected to complete an entire month's worth of work in the remainder of the month, which would be a two-week period.
- D. Protected Time- Processing -Benefit Representatives, EBSD

The benefit representative's weekly schedule will reflect protected time for completing administrative work associated with their caseloads, assigned tasks, and required training, which will occur two (2) days per week. During this protected time, no assigned duties or training shall take away or cut into task management time (TM Time). If an employee has approved vacation time or is out sick on a day in which they are scheduled for protective time, the employee will be provided with another processing day within the same week. If a benefits representative scheduled with a customer/client is a no-show, they can work on other assigned tasks on their caseload.

Standards Changes

In the event of significant changes in work requirements or funding by Federal or State actions or level of service determinations made by the County, the Union, and the County agree to meet and confer on adjustment of and/or workload standards.

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Workload Monitoring

Every month, Management agrees to provide the Union with statistical information developed by the County for monitoring workload distribution. The County agrees to meet upon request by the Union to resolve interpretation, classification, or implementation questions. When the workload/processes for workers increases, the Union has the right to meet and confer with the County to decrease the workload/processes (i.e., newly mandated rules, forms, etc.)

The County will consider excessive workload conditions prior to taking action or making negative reference on performance evaluations due to inadvertent errors, or due to the employee's inability to complete all the tasks associated with the employee's assigned cases or work, if such errors or omissions occur due to the employee's workload being excessive.

Workload assigned to an employee is deemed to be excessive under any of the following conditions:

- Assigned caseload and/or workload exceeds 100% of the agreed upon caseload or workload standards.
- The assigned caseload exceeds the number of cases that a grant requires, as defined by the grant.

Induction Training for Benefit Representatives- EBSD

Ratios for Induction Class

- A. Staff Development Trainers in the EBSD Department are crucial in training a class of new benefit trainees and preparing them for promotion to Benefit Representatives. The union and the county acknowledge the rigorous and robust nature of this training, designed to ensure competency in assessing eligibility for state and federal aid programs. To guarantee that trainees receive the necessary training and support, the County agrees to maintain a 5:1 ratio, ensuring each Trainee's needs are met. Benefit Representative Supervisor
- C. If a benefits supervisor is reassigned to support the induction class for benefit trainees, they will receive a 10% differential. This additional compensation is specifically for the reassignment period. It is intended to recognize the extra responsibilities and workload associated with supporting the Staff Development unit during the induction class, thereby acknowledging the supervisor's additional efforts and responsibilities.

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IHSS Workload Standards:

Caseload minimums are based on the total number of applicants/recipients and the number of staff available to cover the caseloads and will fluctuate as those numbers fluctuate.

The number of monthly cases assigned to new social workers in training will slowly increase, as they complete training and shadowing of other workers. These expectations are clarified in the Aging and Adult Services IHSS Social Worker Individualized Training Plan.

Supervisors will prorate the number of assessments due if a social worker has time off for five days or more (e.g., family sick leave, vacation). Staff should consult with their supervisors in these situations.

a. IHSS Social Workers shall be assigned between 12-14 cases monthly.

b. Caseloads for IHSS Social Workers shall not exceed 150 cases

c. Management shall consider the complexity of each case and weigh them differently depending on the. Such cases include Protected Supervision cases, paramedical cases, and expedited caseloads.

Family and Children Services:

FCS Cases shall be weighed in the following way:

- FCS shall give a weight of 1.5 for each case defined as Medically Fragile, Non-Reunification or Out of State NMD.
- Family Stabilization Cases will be given a weight of 1.5 for each standard VFM case.
- Children that require higher level of care such (TBS and extensive MH services) will be given a weight of 1.5 for each standard Family Reunification case.

FCS and the Union shall work to implement the caseloads standards:

- Emergency Response/Immediate Response/Joint Response: 7 referrals in a 21-day month (taking into consideration the following: writing of court petitions, and prorated for full day absences for sick leave, vacation, personal leave, compensatory time, or training).
- IER Cut off time: ER workers cannot receive a new IER after 2:30pm.
- On-going FR/FM: 15 children
- Court Investigation Unit: There will be no more than five (3) families for Social Worker V IV and no more than four (2) families for Social Worker III's, at one time.

SEIU Local 521
and
Santa Cruz County
2024 Labor Negotiations

Union Proposal FINAL MODIFICATION On August 8 at 7:11 pm. Hard copy given on August 1
2024

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- Adoption Finalization - 25 children
- Post Adoptive Services - 1 FTEs shall provide post adoptive services.
- RFA - 32 families/per month
- Permanency Planning Unit-No more than 20 young adults
- NRLG: 25-30
- Family Stabilization - A service caseload of 18 children for Voluntary Family Maintenance services will be the standard. A mixed caseload of Voluntary Family Maintenance cases and Family Stabilization cases will have a standard of 16 children.

Differentials

Supervisors in FCS, Mental Health, IHSS and ATLC, that must oversee two units simultaneously for more than ten (10) business days shall receive a 10% differential.

Sr. Social Workers in Family and Children's Services in the Emergency Response and Ongoing unit shall receive a 10% differential.

Benefit Representatives assigned to General assistance and CalWORKs shall receive a 10% percent differential

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Extra-Help Workers Labor Management Committee Meetings

The County and the Union shall meet quarterly during the term of the agreement for the purpose of reviewing use of personnel service contracts and appropriate Extra-Help Workers usage for operational purposes. The parties agree to the creation of three (3) County representatives and three (3) representatives from SEIU, who shall be granted release time for these meetings.

The Committee shall work cooperatively to:

- Identify and recommend processes for ending long-term Extra-Help Workers.
- Review utilization patterns within departments.
- Identify departments that may be better staffed with a higher percentage of permanent positions.
- Review and make recommendations on the use of personnel contracts with the goal of reducing/eliminating personnel contracts.
- Identify and address challenges and moving Extra-Help Workers into permanent positions.
- Identify and increase the number of classes for continuous recruitment.
- Screen all applications within five (5) working days of recruitment closing.
- Use of interviews in place of examination for purposes of hiring.
- Provide all certification lists to department/agency within three (3) days of a request.
- Use the Internet for recruitment.
- Start the recruitment process before some jobs become vacant.
- Utilize transfer list for Extra-Help Workers to apply and promote into vacant coded positions.
- Train managers and supervisors on the effective use of eligible lists, filling Extra-Help vacancies and using the recruitment process; and alternatives to Extra-Help Workers usage
- The County and the Union shall meet quarterly to review and evaluate the effectiveness of the identified streamlining methods.