

SEIU Local 721
MOA County of Ventura
Initial Bargaining Proposals
September 7, 2010

ARTICLE 1 TERM

Section 101. Term

Open

Section 102. Successor Agreement

[NEW] At the option of SEIU 721, the terms of this agreement may be extended for an additional twelve (12) months beyond the regular term. If SEIU 721 chooses to exercise this option it will do so by notifying the County in writing no more than one hundred and twenty (120) days and no less than ninety (90) days prior to the end of the regular term. [EQUITY]

ARTICLE 4 RETIREMENT

Section 402. Continuation of Pick-Up

~~Effective June 27, 2010, new hires~~ During their first five (5) years of County employment, employees hired after June 27, 2010 shall be responsible for paying 100% of the normal contribution required to be paid by an employee member to the County retirement system. After five (5) years of County employment the employees' contributions will be equivalent to the contributions of employees hired prior to June 27, 2010. [EQUITY]

Effective on or before January 1, 2011, the County shall, in accordance with Internal Revenue Code Section 414 (h)(2), declare that is has agreed to "pick-up" the value of the employee paid retirement contributions so that the taxable income of the employees shall be reduced by the amount of the retirement contributions they will be paying. In the event that the County has been unable to accomplish this declaration by January 1, 2011, the obligations to pay member contributions to VCERA shall be rescinded and shall not be reinstated unless and until the declaration has been accomplished.

ARTICLE 5 HOURLY RATE OF PAY/SALARY PLAN

Open

Section 526. Compensation Study [NEW]

During the term of the agreement the County of Ventura will conduct a classification/compensation of the Environmental Health Division of the Resource Management Agency. The purpose of the review is to determine whether the Division's salary levels are internally aligned with respect to job duties, education requirements, and levels of responsibility. The study will be made available to SEIU 721 prior to the commencement of bargaining for a successor MOA.

ARTICLE 6 OTHER BENEFITS AND PREMIUM PAY

Section 601. Bilingual Premium Pay

Employees whose positions require the use of bilingual skills shall be allocated for bilingual premium pay at the I, II, or III level. The allocation of positions among the respective levels shall be made by the Agency/Department Head, based upon the criteria established by, and subject to approval by, the Director-Human Resources. Eligibility for premium pay shall not be limited to proficiency in any particular second language; the premium pay shall be available to employees who are proficient in any second language that is required by his/her position. An employee's proficiency at Levels I and II shall be determined....

Section 622. Market Based Premium Pay

Open

Section. 629 Deferred Compensation

Employees in the units covered by the MOA may participate in the County's Deferred Compensation Program. Employees eligible for, and who participate in, the 401 (k) Plan may contribute the maximum amount allowed under the County's plan but must contribute one and one-half percent (1.5%) of hourly rate of pay/salary and the County shall match one and one-half percent (1.5%); ~~employees who contribute at least one and three quarters percent (1.75%) of hourly rate of pay/salary, the County shall match one and three quarters percent (1.75%).~~ Employees who contribute 1.5-2.5% of pay shall receive a dollar-for-dollar County match.

Section 639. Inspector License

The County shall pay those fees assessed an employee who successfully completes an Environmental Health Specialist Registration from the California Department of

Public Health, Weights and Measures License, Agricultural Inspector License, Deputy Agricultural Commission License or Agricultural Commission License from California State Department of Food and Agriculture, or Building Inspector License from the International Code Council (ICC). The County shall cover costs for fees paid for approved classifications appropriate for licensure.

Section 641. Employee Wellness [New]

A regular employee may receive management-approved time off with pay for up to eight (8) hours in a calendar year to participate in County-sponsored Wellness, EAP, or Retirement Transition programs. All time off shall be pre-approved by the employee's Department Management.

ARTICLE 7 HEALTH INSURANCE

Section 701. County Contribution

- A. Regular, full-time employees will be covered by the County of Ventura Flexible Benefits Program. Subject to terms and conditions of the plan document, the County shall contribute ~~an amount not to exceed \$273.00 per bi-weekly pay period~~ towards the Flexible Benefits program for each regular employee an amount sufficient to cover the combined premiums of the lowest cost medical, dental, and vision plans.

ARTICLE 8 TEXTBOOK AND TUITION REIMBURSEMENT

Section 805. Textbook and Tuition Reimbursement

- A. Tuition Reimbursement / Non-Exempt Employees – The County shall, unless otherwise designated in this MOA, provide for 100% reimbursement of tuition and course-related textbooks up to a maximum of ~~nine hundred dollars (\$900)~~ two thousand dollars (\$2000) per fiscal year, in accordance with the provisions of the Article. This benefit is to be applied in the fiscal year in which course work is completed. Agency/Department Heads shall not authorize expenditures in excess of the maximum.
- B. Exempt Employees Textbook and Tuition Reimbursement – Employees exempt from overtime shall be eligible for 100% reimbursement for Agency approved, off-duty, job-related recognized coursework up to a maximum of ~~one thousand one hundred dollars (\$1100)~~ two thousand dollars (\$2000) per fiscal year.

ARTICLE 9 WORK SCHEDULES

Open

ARTICLE 12 VACATION

Section 1201. Vacation Usage

Each department or agency head shall be responsible for scheduling vacation periods of his/her employees in such a manner as to achieve the most efficient functioning of the department or agency and the County service. Vacation time can be utilized in increments of two (2) hours or greater. Over the course of a year, the granting of a total vacation period less than the employee's annual entitlement is to be discouraged so that the full benefit of the vacation can be realized by each employee. The appointing authority shall determine when vacations will be taken.

Section 1203. Vacation Redemption

...however, that in no event shall the total number of hours redeemed pursuant to this provision exceed ~~eighty (80)~~ one hundred and twenty (120) in any one calendar year. Either party may request a review of this program. Upon such a request, the parties agree to meet promptly.

ARTICLE 14 SICK LEAVE

Section 1402. Maximum Sick Leave Accrual

The maximum allowable sick leave accrual shall be eight hundred (800) hours except for the following conditions:

An employee with a sick leave accrual balance in excess of either eight hundred (800) hours or their individual maximum shall receive an annual cash payment of ~~twenty five percent (25%)~~ fifty percent (50%) of his/her hours over the accrual maximum.

Section 1404. Appropriate Uses of Sick Leave

- C. Unless authorized by the Director-Human Resources, a maximum of ~~forty (40)~~ eighty (80) hours of accumulated sick leave credits shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of members of his/her immediate family....

ARTICLE 16 LEAVES OF ABSENCE

Section 1604. Bereavement Leave

.....For the purpose of this section "immediate family" shall mean the husband, wife, registered domestic partner, parent, brother, sister, child, stepchild, grandchild, grandparent, niece, nephew, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step or foster parent or child of an employee.

Section 1610. Leave Donation

Open

ARTICLE 23 REDUCTIONS IN FORCE

Section 2301. Layoff Procedure

Delete paragraphs A., B., and C.

ARTICLE 28 LOCAL 721 RIGHTS

Section 2801. Union Business/Stewards Time

Starting on July 1, 2005, and on the same date on each subsequent year a SEIU Stewards Bank will begin the year with four hundred (400) hours of release time for use on the preparation and presentation of filed grievances and other County-approved union business. The County will respond within five (5) business days to requests for use of the Stewards Bank for union business not directly related to grievance handling. No one steward shall use more than twenty-five percent (25%) of the Stewards Bank. The bank hours used will be in accordance with the provisions of this article, and stewards are required to report all bank hours on their time cards.....

Section 2813. Union Security

Replaces B. and C. - Agency Shop (See attached)

Section 2815. Organizational Leave

SEIU Local 721 requests for employee organizational leave shall be made in writing to the CDEO/IRRM and to the affected Department at least fourteen (14) calendar days

in advance of the leave. Such leaves shall be ~~leaves without pay~~ paid leaves from one (1) to thirty (30) days. SEIU will reimburse the County for the full cost of the employee's leave of absence, including salary and all accrued benefits. SEIU may have no more than ten (10) employees covered herein on leave of absence to do union business.....

Section 2816. **[NEW]** Use of County E-mail and Intranet

SEIU may utilize County email to communicate with officially recognized union stewards. A link to the SEIU 721 website will be posted on the County's intranet system.

SIDE LETTER AGREEMENT [NEW]

The County of Ventura agrees to formation of a Workgroup to evaluate and recommend changes to the current SEIU Bargaining Unit structures as currently outlined in the 2009-2010 SEIU MOU. The County agrees to a committee comprised of equal numbers of Management and SEIU members charged to study the appropriateness of the classifications assigned to the current Bargaining Units as well as the possible creation of new Bargaining Units or formal subdivisions of existing Units.

"FAVORED NATIONS" AGREEMENT [NEW]

In the event that any represented Ventura County employees during the term of this MOA realize a total compensation agreement more favorable than the one herein, SEIU Local 721 shall have the option either to a) receive the identical, or comparable (if identical is impossible) outcome for its bargaining unit members or b) reopen the MOA, under conditions where at a minimum bargaining unit members will receive identical (or comparable) treatment.

SEIU Local 721 reserves the right to add to, elaborate on, and otherwise modify these initial proposals.