

**TENTATIVE AGREEMENT BETWEEN  
Service Employees Union International (SEIU) LOCAL 817  
And  
THE COUNTY OF MONTEREY**

**REGARDING TEMPORARY EMPLOYEES REPRESENTED BY  
SEIU LOCAL 817**

Temporary employees in classifications currently assigned to  
Units F, J, H (excluding Staff Nurse - per diem) and K

Both parties have reached a tentative agreement on February 28, 2003 covering the following terms of the agreement. All terms of this agreement are subject to ratification by SEIU Local 817 members and final approval of the Monterey County Board of Supervisors. Both parties representatives recommend approval and ratification of the terms of this agreement to their respective parties.

**I. Principles**

- A. No agreement shall be entered into which results in temporary employees receiving greater wages, benefits, rights or privileges than permanent and seasonal employees in the same classification.
- B. No agreement shall be entered into which results in temporary employees displacing permanent or seasonal employees from allocated positions.
- C. In the event of a conflict between provisions in the MOU for permanent and seasonal employees and the provisions in the MOU for temporary employees, the provisions in the MOU for permanent and seasonal employees shall prevail.
- D. Should the Terms and Conditions of this Agreement conflict with the Local Agency Personnel Standards (LAPS), LAPS shall prevail.

**II. Time Limited Assignment Employees**

The County agrees to negotiate the concept of Time Limited employees during upcoming contract negotiations with Units F, J, H and K. Time Limited employees shall be considered a form of permanent county employment and shall receive a wage and benefit package equivalent to permanent full-time, part-time and seasonal employees. For period of one year following the execution of this Agreement, Time Limited appointments to classifications covered by this Agreement shall only be made from the Eligible Lists that were initiated after the execution of this Agreement. For purposes of this provision, initiate means the opening of the recruitment process.

**III. Temporary Employees: 960 hour limit**

All temporary employees hired by the County, without exception, shall be limited to a maximum of nine hundred sixty (960) work hours in any given fiscal year.

#### IV. Temporary Work Assignment: Sixty (60) Day Limit

##### A. Hiring

1. A temporary employee hired by the County shall not work in a department for more than sixty (60) calendar days in any given fiscal year.
2. All temporary employees shall be hired in compliance with the Monterey County Hiring Policies and Procedures, calling for an open and competitive recruitment and examination process.
3. Personnel Policies and Administrative Procedures shall insure that Departments accurately assess work assignments prior to the hiring of a temporary employee.
4. The hourly pay for a temporary work assignment shall be the regular pay rate established by the County for that respective job classification. For classifications entitled 'Temporary (class title)' which have a parallel non-temporary classification in Unit K, the regular pay rate for the classification shall be the pay rate of the respective classification in Unit K (e.g. the pay rate for 'Temporary Eligibility Worker I' which is a class represented by SEIU, Local 817 belonging to the sub-unit of Unit J, shall be the regular pay rate established by the County for the class of 'Eligibility Worker I' which is a class represented by SEIU, Local 535 belonging to Unit K.)

##### B. End of Assignment

1. At the end of the sixty (60) day period, a temporary employee's employment with that department shall end.
2. Temporary employees, who successfully complete their work assignment, shall be encouraged to pursue permanent and/or seasonal employment opportunities within the County.
3. Temporary workers shall be eligible for future temporary assignments in other departments as long as they meet the minimum requirements of that assignment.

##### C. Continuation of Assignment – 120 Day Limit

1. If the hiring department determines there is an operational necessity to continue the assignment of a temporary employee to the department beyond sixty (60) calendar days in a given fiscal year, the employee shall be entitled to the following, retroactive to the first day of assignment in that department in that fiscal year:
  - a. For each pay period in which the temporary employee works at least 40 hours, the employee shall acquire a 'benefit point' for each hour worked in that pay period.
  - b. A temporary employee who acquires at least 300 'benefit points' within eight (8) consecutive pay periods shall:
    - i. Be eligible to be reimbursed for the cost of the employee's personal health insurance premium up to a maximum of \$34 monthly, for each month in which the employee works in the assignment at least 80 hours. Reimbursement shall be payable upon request or upon conclusion of the department assignment.
    1. Earn 'in-lieu' paid time at the rate of 4 hours for every 90 hours of paid service. 'In-lieu' paid time shall be payable upon request or upon conclusion of the department assignment.
    2. A continuation of assignment (over the original 60 days) shall not exceed 60 consecutive calendar days. In no event shall a County temporary

- employee work on the same assignment in the same department for greater than 120 calendar days or 960 hours (whichever limit is met first).
- c. If a Department knows in advance that because of operational needs the temporary work assignment shall exceed 60 days, then the employee shall be informed of that prior to accepting the temporary work assignment.
  - d. If a Department knows that in the course of a 60 day work assignment that operational needs require extension beyond the 60 days, then the employee shall be notified of this immediately.

#### **V. Temporary Employees Hired Into Permanent and/or Seasonal Positions**

- A. A temporary employee who becomes a candidate for an approved permanent and/or seasonal position shall receive no additional consideration over other permanent and/or seasonal employees, or others who are competing for the position.
- B. A temporary employee who meets the criteria specified below and is hired into a permanent or seasonal position shall have his/her probationary period reduced by the number of days employed in the position as a temporary employee (up to a maximum of sixty (60) days). Criteria: A reduced probationary period shall apply only to employees:
  - i. Hired from an eligible list for permanent and/or seasonal positions created for the classification as a result of an open and competitive recruitment and examination process; and
  - ii. Hired into a permanent and/or seasonal position by the same Department and in the same classification as served as a temporary employee within the past six (6) months.

#### **VI. Accommodation for Existing Temporary Employees**

This agreement shall not interfere with or violate any existing provisions in any other MOU's covering units J, H, F or K.

##### **A. Temporary Preference List**

The County shall amend its personnel policy to create an Eligible List category entitled 'Temporary Preference List'. Candidates from the Temporary Preference List will be considered for employment in vacant regular positions in that classification prior to the County creating a new regular Eligible List.

##### **B. Eligibility**

Temporary employees shall be offered to be placed on a Temporary Preference List for a classification subject to the following:

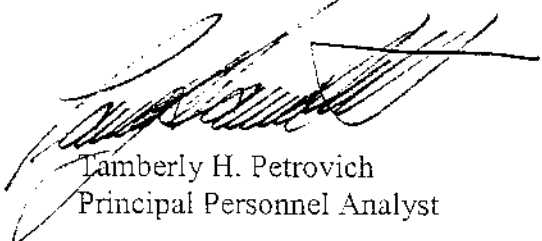
- i. The temporary employee was hired from or is currently on a regular Eligible List created for the classification as a result of an open and competitive recruitment and examination process.
- ii. The temporary employee worked a minimum of 600 hours in the classification between September 1, 2002 and June 30, 2003.
- iii. A competitive job related examination process may be used to determine the order in which candidates on a Temporary Preference List for a class will be referred for an interview.

- iv. Removal from the Temporary Preference List shall be consistent with criteria for removal from recall and preferred eligible lists.

C. Other Conditions:

- i. For the balance of the current fiscal year, which ends June 30, 2003, departments shall be allowed to retain all current Temporary employees that exceed or have exceeded the 960 hour or 60-day assignment limits.
- ii. Upon execution of this Memorandum of Understanding all Temporary workers meeting the criteria set forth in this agreement shall begin accruing all the rights and benefits contained therein. The County shall have 60 days from the execution of this agreement to determine the eligibility of those temporary workers who are subject to this provision
- iii. The County shall evaluate the work assignments of temporary employees hired in 'Aide I-V' classifications for the purposes of determining the appropriate classification of the duties performed within the County classification structure. This process shall be completed by the end of the current fiscal year.
- iv. As a condition of employment all temporary workers must be members of the union under the same terms and timelines as provided for in the applicable MOU.
- v. The County agrees to support the Union's application to request State Disability Insurance benefits for temporary employees.
- vi. Effective July 1, 2003, the County shall provide to the Union every sixty (60) calendar days or 2 months, a list that includes the following:
  - 1. A list of temporary employees by first and last name, department and date of assignment.
  - 2. A list of all employees on the Temporary Preference list.
  - 3. Upon initial hire, the County shall inform temporary employees of the process for remaining eligible for future temporary work assignments.
- vii. All temporary employees shall remain At-will and will not be subject to the just cause standard for any discipline and discharge. However, this does not preclude the fact that those employees may exercise rights under the Grievance Procedure of the respective MOUs. Final resolution of a grievance shall be determined by the Department Head and his/her decision shall be final.

For the County of Monterey



Amberly H. Petrovich  
Principal Personnel Analyst

For SEIU Local 817



John Vellardita  
Executive Director

**Letter of Agreement  
Between Monterey County and SEIU, Local 817**

**Whereas,** Monterey County is the employer of Monterey County Department of Public Works employees;

**Whereas,** the Service Employees' International Union, Local 817 is the employee organization representing certain County employees of the Department of Public Works and who are the subject of this Agreement;


**Whereas,** the Monterey County Board of Supervisors took action on January 15, 2002 (Item S-4 (A, B and C)) in which it approved certain recommendations by the Department of Public Works to initiate the sale of specific water and wastewater systems;

**Whereas,** Monterey County and SEIU met and conferred on the effects of the Board action (referenced above) on the terms and conditions of employment of affected bargaining unit employees;

**Now therefore,** the parties agree as follows:

- 1.) The terms described in the document entitled "SEIU Local 817 Union Proposal to County of Monterey - February 27, 2002" represents the agreement of the parties with respect to the issue addressed above. See attachment.
- 2.) This Agreement or any terms thereof shall not be used in any subsequent negotiations, arbitration or other proceedings of any kind whatsoever to establish a precedent or past practice of any kind.
- 3.) The terms of the Agreement described herein constitutes the complete and entire agreement between the parties.
- 4.) Specific terms of this Agreement (such as bumping and transfer rights) shall be implemented in a manner that is consistent with provisions of existing agreements with SEIU, and applicable Monterey County policies and practices, unless the terms of this Agreement specify otherwise.
- 5.) This Agreement shall take effect upon the signing by both parties and final approval by the Board of Supervisors. Time limits on benefits shall commence on the effective date of this Agreement, unless provisions of this Agreement specify differently.

 5/21/02  
\_\_\_\_\_  
County of Monterey                      Date

 5/21/02  
\_\_\_\_\_  
SEIU Local 817                              Date

SIDE LETTER AGREEMENT  
Between Monterey County and S.E.I.U. Local 817

MONTEREY COUNTY COMPENSATED VOLUNTARY TRAINING  
PROGRAMS

**Whereas**, Monterey County is the employer of Monterey County employees;

**Whereas**, S.E.I.U. Local 817 represents certain groups of employees employed by Monterey County (Bargaining Units F, J, H and R);

**Whereas**, the Monterey County Board of Supervisors adopted the COMPENSATED VOLUNTARY TRAINING PROGRAMS policy on May 15, 2001;

Monterey County and the S.E.I.U. Local 817 agree as follows:

- 1.) The terms of the attached policy shall be provided to employees of the bargaining units noted above, represented by the Monterey County S.E.I.U. Local 817.
- 2.) It shall become effective upon the signing of this agreement by both parties.
- 3.) By mutual agreement, the policy shall be extended and incorporated in to the parties' successor Memoranda of Understanding.
- 4.) The terms described herein constitute the complete and entire agreement between the parties.

E. Lelen      4-10-02  
Monterey County      Date

Jencio Sanchez      09/10/02  
S.E.I.U. Local 817      Date

SIDE LETTER AGREEMENT  
Between Monterey County and S.E.I.U. Local 817

MONTEREY COUNTY EDUCATIONAL ASSISTANCE PROGRAM

**Whereas,** Monterey County is the employer of Monterey County employees;

**Whereas,** S.E.I.U. Local 817 represents certain groups of employees employed by Monterey County (Bargaining Units F, J, H and R);

**Whereas,** the MONTEREY COUNTY EDUCATIONAL ASSISTANCE PROGRAM will be recommended to the Monterey County Board of Supervisors for adoption on March 19, 2002, and shall replace the Tuition Assistance – Professional Development Policy adopted July 31, 2001;

Monterey County and S.E.I.U. Local 817 agree as follows:

- 1.) The terms of the attached policy shall be provided to employees of the bargaining units noted above, represented by S.E.I.U. Local 817.
- 2.) It shall become effective upon final adoption by the Board of Supervisors.
- 3.) By mutual agreement, the policy shall be extended and incorporated in to the parties' successor Memoranda of Understanding.
- 4.) The terms described herein constitute the complete and entire agreement between the parties.

  
\_\_\_\_\_  
Monterey County      Date      3/14/02

  
\_\_\_\_\_  
S.E.I.U. Local 817

\_\_\_\_\_  
Date      3/14/02

**SIDE LETTER AGREEMENT**  
Between Monterey County and S.E.I.U. Local 817

**EMPLOYEE ELECTION OFFICIAL PROGRAM**

**A. PROGRAM PURPOSE**

1. It is in the interest of the County to provide an opportunity for Monterey County employees to serve as Election Officials on Election Day. This program offers a unique learning experience and community service opportunity to County employees, alleviates the critical shortage of Election Officials, and will help generate positive publicity for the County. Participating employees would be paid their base hourly rate of pay for regularly scheduled hours of work in addition to a \$150.00 (tax-exempt), Election Official stipend.

**B. EMPLOYEE ELIGIBILITY/REQUIREMENTS**

1. All full-time, permanent, seasonal, and temporary employees are eligible to participate.
2. Participating employee must be at least 18 years of age.
3. Participating employee must be a registered voter in the State of California.
4. Participating employee must attend a mandatory 1.5 hour training class, per each election.
5. Participating employee must work Election Day from 6:30 a.m. until all duties are completed (approximately 10:00 pm). Two one (1) hour breaks will be included for meal/rest periods.
6. Participating employee must provide own transportation to and from designated polling place.
7. Participating employee must obtain prior approval from the appointing authority (Department manager or supervisor), to participate. Approval must be granted for each election.

**C. OFFICIAL DUTIES**

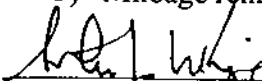
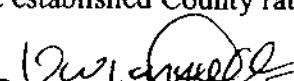
Duties will include, but may not be limited to the following:

1. Preparing, opening and closing polling place. Poll location may include locations in employee's neighborhood, any public building, school, office or day-care facility, etc. If employee is willing, assigned location may be anywhere throughout the County, as needed.
2. Verification of the names of voters using Roster of Voters.
3. Issuing/receiving official ballots from voters.
4. Assisting voters in any phase of the voting process.
5. Performing all duties assigned by the Registrar of Voters or Precinct Inspector.

**D. COMPENSATION:**

Election Officials shall be compensated as follows:

- 1) Base hourly rate of pay for regularly scheduled hours of work (e.g., if an employee is regularly scheduled to work eight (8) hours a day, they will be compensated for eight (8) hours. If they work ten (10) hours a day, they will be compensated for ten (10) hours of work, etc.) No overtime shall be paid for hours worked in excess of an employees regularly scheduled work day.
- 2) A \$150.00 tax-exempt Election Official stipend.
- 3) Mileage reimbursement at the established County rate of 36.5 cents per mile.

   
Monterey County      Date      S.E.I.U. Local 817      Date

2-20-02



LETTER OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF MONTEREY  
&  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 817

AMENDMENT TO CALPERS CONTRACT  
SERVICE CREDIT FOR PEACE CORP AND VISTA

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This attests to and records the agreement of the parties to amend the contract between the County and the California Public Employees' Retirement System to provide service credit to employees for Peace Corp and Vista service. The amendment shall include the following terms:

1. Employees shall be eligible to buy back up to three years of PERS service credit.
2. The cost of exercising this option by a qualifying employee shall be borne fully by the employee. The employee is responsible for the employee and the employer cost plus interest, as determined by CalPERS.
3. The benefit shall be provided and administered pursuant to CalPERS rules and regulations.
4. The amendment to the CalPERS contract shall become effective as soon as administratively possible.

The CalPERS contract amendment and the terms of this Agreement are subject to final approval by the Monterey County Board of Supervisors.

  
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County of Monterey

2-1-02  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
SEIU, Local 817

2-1-02  
\_\_\_\_\_  
Date

**SIDE LETTER AGREEMENT BETWEEN THE  
COUNTY OF MONTEREY AND S.E.I.U. LOCAL 817 REGARDING SALARY ALIGNMENT**

Whereas, Monterey County is the employer of Monterey County employees;

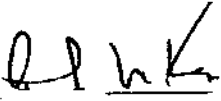
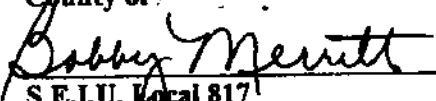
Whereas, S.E.I.U. Local 817 represents employees in the Unit J bargaining unit;

Whereas, subject to the approval of the Monterey County Board of Supervisors, the top step of the salary schedule for the classifications Assistant Planner, Associate Planner, and Senior Planner shall be subject to a one-time only alignment with the top step salary of the Management Analyst I through III series, as illustrated below:

SALARY ALIGNMENT BY POSITION	CURRENT MONTHLY SALARY RANGE	ALIGNED SALARY RANGE
Assistant Planner - (6 Steps)	\$3,024 - \$3,934	\$3,460 - \$4,498 (6 Steps)
Management Analyst I - (5 Steps)	\$3,631 - \$4,498	
Associate Planner - (6 Steps)	\$3,565 - \$4,638	\$3,978 - \$5,172 (6 Steps)
Management Analyst II - (5 Steps)	\$4,175 - \$5,172	
Senior Planner - (6 Steps)	\$3,900 - \$5,073	\$4,288 - \$5,574 (6 Steps)
Management Analyst III - (5 Steps)	\$4,499 - \$5,574	

County agrees to convene a meeting between members of County Management and representatives of the Building Inspector and Land Use Technician classifications (represented by S.E.I.U. Local 817), in which the latter will make presentations in support of salary increases for management's consideration.

- The terms described herein constitute the complete and entire agreement between the parties.

  
 County of Monterey  
  
 S.E.I.U. Local 817

12.19.01  
 Date

\_\_\_\_\_  
 Date

## SIDE LETTER AGREEMENT – Amendment to Memorandum of Understanding

Between Monterey County and S.E.I.U. Local 817

**TEMPORARY SPECIAL ASSIGNMENT PAY****A. PROGRAM PURPOSE AND TIMELINE**

It is the interest of the County to compensate employees who work in departments that are undergoing changes in staffing and organizational structures, whereby the employee is directed to perform special assignments that are significantly beyond the scope of their classifications and compose more than a majority of their work time.

2. Departments are responsible for the implementation of the program and will report to the CAO regarding program developments and make recommendations for improvement.

**B. DEFINITION**

1. Temporary Special Assignment Pay is defined as a temporary special pay practice by which an employee is paid an additional five percent (5%) or ten percent (10%) of their base hourly rate when either of the following conditions exist:
  - a. A majority of an employee's work time that requires performing many, but not necessarily all of the most complex duties of a higher classification, *or*
  - b. As directed by the appointing authority, a majority of an employee's work time requires that he/she perform significantly higher-level duties for which no classification presently exists.

**C. PROGRAM DESCRIPTION**

1. When a department is undergoing changes in staffing and/or organizational structure, the department head may authorize paying an employee Temporary Special Assignment Pay of five percent (5%) or ten percent (10%) of the employee's base hourly wage, for performing special assignments under the following circumstances:
  - a. A majority of an employee's work time requires performing many, but not necessarily all of the most complex duties of a higher classification, *or*
  - b. As directed by the appointing authority, a majority of an employee's work time requires that he/she perform significantly higher-level duties for which no classification presently exists.

2. Temporary Special Assignment Pay may be paid for up to one (1) year. Employees shall be eligible for Temporary Special Assignment Pay from the first workday following the date the special assignment was authorized by the appointing authority.
3. The granting and/or discontinuance of Temporary Special Assignment Pay shall not be subject to the grievance procedure.
4. Employees released from Temporary Special Assignment Pay duty as a result of poor performance shall not be subject to disciplinary action for their participation in said assignment. Participating employees released as a result of unsatisfactory performance shall instead be returned to their official job classification and duties. Failure to successfully complete a Temporary Special Assignment Pay assignment, as a result of performance, shall have no impact on employee's official job classification or duties.

#### D. EMPLOYEE ELIGIBILITY AND EMPLOYEE SELECTION

1. In the interest of career development and upward mobility opportunities, when an assignment is available that may be classified as eligible for Temporary Special Assignment Pay, as outlined in the definition and program description sections, the appointing authority shall make a reasonable effort (including posted notices), to consider all eligible employees within the department for the assignment.
2. In considering all eligible employees, the appointing authority shall consider employee qualifications, performance, attendance, attitude, interest in the assignment and availability for the duration of the assignment.
3. The appointing authority shall determine who is eligible to be considered for temporary special assignments.
4. If the assignment is of an urgent matter that requires immediate attention, as determined by the appointing authority, then the appointing authority may appoint any eligible employee to meet the needs of the situation.
5. Temporary special assignments may be rotated amongst eligible employees to give all eligible employees the opportunity to serve on a special assignment.
6. The decision as to what employee is appointed to serve on a temporary special assignment is discretionary and rests with the appointing authority.

John J. McKenna 11-27-01  
County of Monterey Date

Bobby Merritt 11-27-01  
S.E.I.U. Local 817 Date

## SIDE LETTER AGREEMENT – Amendment to Memorandum of Understanding

Between Monterey County and S.E.I.U. Local 817

## SALARY ON REASSIGNMENT

If a bargaining unit employee voluntarily accepts reassignment to another County position of equal or lower pay for which he/she meets the minimum qualifications, and such reassignment is deemed by the County Administrative Officer to be in the best interest of the County, salary and benefit placement will be made in accordance with the County's regular Y-Rating procedures.

John J. Kelso 11-27-01  
County of Monterey Date

Bobby Merritt 11-27-01  
S.E.I.U. Local 817 Date

# MONTEREY COUNTY

## COUNTY ADMINISTRATIVE OFFICE

SALLY R. REED  
COUNTY ADMINISTRATIVE OFFICER

P.O. BOX 180  
SALINAS, CA 93902  
(831) 755-5115  
FAX (831) 757-5792



LETTER OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF MONTEREY  
&  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 817

ADDENDUM TO MILITARY LEAVE POLICY  
ANTI-TERRORIST CAMPAIGN AND PEACE KEEPING EFFORTS

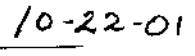
This attests to and records the agreement of the parties to the creation and implementation of the "Anti-Terrorist Campaign and Peace Keeping Efforts" policy (addendum to the County's Military Leave Policy), attached hereto.

The establishment and implementation of this Addendum is subject to final approval by the Monterey County Board of Supervisors which shall be submitted for consideration by resolution, also attached hereto on October 23, 2001.

  
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County of Monterey

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
SEIU, Local 817

  
\_\_\_\_\_  
Date

**SIDE LETTER AGREEMENT  
COUNTY OF MONTEREY & S.E.I.U., LOCAL 817  
INCREASES WITHIN SALARY RANGE**

**Whereas,** Monterey County is the employer of Monterey County employees;

**Whereas,** the Service Employees International Union represents certain groups of employees employed by Monterey County (Bargaining Units F, J, H and R);

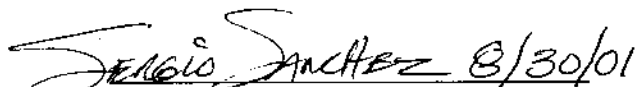
**Whereas,** the Monterey County Board of Supervisors adopted a policy amending "Increases Within Salary Range" (Section A.4 of the Monterey County Personnel Policies and Procedures Resolution) on July 31, 2001, attached hereto, and shall include the attached revision;

The County of Monterey and S.E.I. U. 817 agree as follows:

- 1.) The benefits of the amended policy (Section A.4 of the Monterey County Personnel Policies and Procedures Resolution) shall be provided to employees of the bargaining units noted above and represented by the S.E.I.U. 817.
- 2.) The terms of the amended policy shall become effective, for the bargaining unit(s) referenced above, upon the signing of this Agreement by both parties.
- 3.) After the first six months of implementing this policy and at the request of either party, the parties shall meet to discuss and evaluate the effectiveness of this policy, review areas of concern with respect to the policy and suggest necessary revisions to the policy. Subsequently, the parties may meet annually, at either parties' request, to discuss the evolution of the policy and consider any revisions to it.
- 4.) By mutual agreement, the amended policy shall be extended and incorporated into the parties' successor Memoranda of Understanding.
- 5.) The terms described herein constitute the complete and entire agreement between the parties.

  
County of Monterey

8/30/01  
Date

  
S.E.I.U. 817 Date

**SIDE LETTER AGREEMENT**  
**COUNTY OF MONTEREY & S.E.I.U., LOCAL 817**  
**TUITION ASSISTANCE – PROFESSIONAL DEVELOPMENT POLICY**

**Whereas,** Monterey County is the employer of Monterey County employees;

**Whereas,** the Service Employees International Union represents certain groups of employees employed by Monterey County (Bargaining Units F, J, H and R);

**Whereas,** the Monterey County Board of Supervisors adopted the Tuition Assistance – Professional Development Policy on July 31, 2001, attached hereto;

The County of Monterey and the S.E.I. U. 817 agree as follows:

- 1.) The terms of the attached policy shall be provided to employees of the bargaining units noted above and represented by the S.E.I.U. 817.
- 2.) It shall become effective upon the signing of this Agreement by both parties.
- 3.) By mutual agreement, the policy shall be extended and incorporated in to the parties' successor Memoranda of Understanding.
- 4.) The terms described herein constitute the complete and entire agreement between the parties.

  
\_\_\_\_\_  
County of Monterey      8-14-01  
Date

  
\_\_\_\_\_  
S.E.I.U. 817      8/22/01  
Date



**SIDE LETTER AGREEMENT  
COUNTY OF MONTEREY & S.E.I.U., 817  
EMPLOYEE REFERRAL BONUS PROGRAM**

**Whereas,** Monterey County is the employer of Monterey County employees;


**Whereas,** the Service Employees International Union (S.E.I.U.), Local 817 represents certain groups of employees employed by Monterey County (Bargaining Units J, F, H and R);

**Whereas,** the Monterey County Board of Supervisors adopted the Employee Referral Bonus Program on May 15, 2001, attached hereto;

The County of Monterey and S.E.I.U., Local 817 agree as follows:

- 1.) The terms of the attached policy shall be provided to employees of the bargaining units noted above and represented by S.E.I.U., Local 817.
- 2.) It shall become effective upon the signing of this Agreement by both parties.
- 3.) By mutual agreement, the policy shall be extended and incorporated in to the parties' successor Memoranda of Understanding.
- 4.) The terms described herein constitute the complete and entire agreement between the parties.

  
\_\_\_\_\_  
County of Monterey      Date      7/18/01


  
\_\_\_\_\_  
S.E.I.U., Local 817      Date      7/18/01

**COUNTY OF MONTEREY & S.E.I.U. – 817 (Units J and F)  
TENTATIVE AGREEMENT**

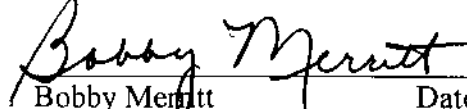
Pursuant to the terms of the current Memoranda of Understanding between the County of Monterey and S.E.I.U., 817 (Units J and F), Article 8, the parties have met and conferred over the distribution of the special wage adjustments (\$438,789 annually) and have reached agreement as set forth below:

- 1.) The adjustments for both units (J and F) are attached hereto.
- 2.) The representatives shall recommend the terms of this Agreement to their respective parties for ratification or final approval.
- 3.) The adjustments shall become effective July 14, 2001 or on the beginning of the first pay period after ratification or final approval of both parties, whichever occurs later.

**County of Monterey**

  
\_\_\_\_\_  
Esteban Codas                      7-5-01  
Labor Relations Rep. II                      Date

**S.E.I.U. – Local 817**

  
\_\_\_\_\_  
Bobby Merritt                      7-5-01  
Field Rep.                                      Date

<b>FURTHEST OUT - 6/18/01</b>				
<b>J UNIT</b>			<b>CURRENT</b>	<b>TOTAL INC</b>
<b>CLASS</b>	<b>BUDGETED</b>	<b>% INC</b>	<b>5TH MONTHLY</b>	<b>ANNUAL</b>
LEGAL SECY	28	0.015	\$2,901	\$14,621
SR LEGAL SECY	5	0.015	\$3,206	\$2,885
PATIENT RIGHTS ADV	1	0.015	\$3,817	\$687
SANITATION WRK	3	0.015	\$3,227	\$1,743
SANITATION WRK ASST	1	0.015	\$2,891	\$520
SR. SANITATION WKR	1	0.015	\$3,601	\$648
ENGINEERING AIDE I	0	0.01	\$2,513	\$0
ENGINEERING AIDE II	6	0.01	\$2,890	\$2,081
ENGINEERING AIDE III	8	0.01	\$3,357	\$3,223
ENGINEERING TECH	15	0.01	\$3,709	\$6,676
WATER RESOURCE TECH	9	0.01	\$3,727	\$4,025
HYROLOGIST	4	0.01	\$4,784	\$2,296
WATER RESOURCE ENGINEER II	4	0.01	\$4,831	\$2,319
WATER QUALITY SPECIALIST	2	0.01	\$4,596	\$1,103
SR WATER MAINTENANCE WKR	3	0.01	\$3,274	\$1,179
WATER MAINTENANCE WKR	4	0.01	\$2,933	\$1,408
WATER MAINTENANCE HELPER	3	0.01	\$2,668	\$960
GRAPHICS EQUIPMT OPERATOR II	4	0.01	\$2,513	\$1,206
SR. GRAPHICS EQUIPMT OPERATOR	1	0.01	\$2,791	\$335
MAP DRAFT TECHNICIAN	0	0.01	\$3,023	\$0
SR. MAP DRAFT TECHNICIAN	1	0.01	\$3,586	\$430
ANIMAL CONTROL OFFICER	5	0.01	\$2,668	\$1,601
<b>TOTAL</b>				<b>\$49,947</b>
<b>F Unit - F/O</b>				
SUPV SANITATION WKR	1	0.01	\$4,039	\$485
DEPUTY AG COMMISIONER	5	0.02	\$4,551	\$5,461
ASST ENGINEER	12	0.01	\$4,759	\$6,853
WATER QUALITY SUPERVISOR	1	0.01	\$5,445	\$653
SR HYDROLOGIST	2	0.02	\$5,364	\$2,575
ASST WATER MAINTENANCE SUPV	1	0.01	\$3,528	\$423
SOCIAL WORK SUPV II	13	0.045	\$4,528	\$31,787
<b>TOTAL</b>				<b>\$48,237</b>
<b>GRAND TOTAL</b>				<b>\$98,184</b>

**LOWEST PAID CLASSES - 6/18/01**

CLASSIFICATION	UNIT	FTE	MONTHLY (CURRENT)	MONTHLY INC.	TOTAL ANNUAL INC	INC (%)
COMMUNITY SERVICE AIDE I	J	0	\$1,764	\$35.28	\$0.00	0.02
CLERK I	J	4	\$1,930	\$38.60	\$1,852.80	0.02
TYPIST CLERK I	J	2	\$1,930	\$38.60	\$926.40	0.02
COMMUNITY SERVICE AIDE II	J	0	\$1,949	\$38.98	\$0.00	0.02
FOOD SERVICE WORKER I	J	12.5	\$1,949	\$38.98	\$5,847.00	0.02
LAUNDRY WORKER I	J	1	\$1,988	\$39.76	\$477.12	0.02
DATA ENTRY OPERATOR I	J	0	\$2,039	\$40.78	\$0.00	0.02
SEAMSTER	J	1	\$2,059	\$41.18	\$494.16	0.02
FOOD SERVICE WORKER II	J	3	\$2,230	\$44.60	\$1,605.60	0.02
LIBRARY ASSISTANT I	J	3	\$2,246	\$44.92	\$1,617.12	0.02
CLERK II	J	42	\$2,252	\$45.04	\$22,700.16	0.02
TELEPHONE OPERATOR	J	4.6	\$2,252	\$45.04	\$2,486.21	0.02
TYPIST CLERK II	J	197	\$2,252	\$45.04	\$106,474.56	0.02
MAINTENANCE HELPER	J	2	\$2,263	\$45.26	\$1,086.24	0.02
COMMUNITY SERVICE AIDE III	J	38	\$2,275	\$45.50	\$20,748.00	0.02
CUSTODIAN	J	54	\$2,275	\$45.50	\$29,484.00	0.02
GRAPHICS EQUIPMENT OPERATOR I	J	0	\$2,275	\$45.50	\$0.00	0.02
LAUNDRY WORKER II	J	3	\$2,275	\$45.50	\$1,638.00	0.02
DATA ENTRY OPERATOR II	J	11	\$2,298	\$45.96	\$6,066.72	0.02
PATIENT SERVICES REP I	J	0	\$2,309	\$46.18	\$0.00	0.02
ACCOUNT CLERK	J	47	\$2,367	\$47.34	\$26,699.76	0.02
CASHIER	J	3	\$2,367	\$47.34	\$1,704.24	0.02
CIVIL CLERK	J	1	\$2,367	\$47.34	\$568.08	0.02
LEGAL PROCESS CLERK	J	6	\$2,367	\$47.34	\$3,408.48	0.02
MEDICAL UNIT CLERK	J	22.9	\$2,367	\$47.34	\$13,009.03	0.02
SHERIFFS BOOKING CLERK	J	0	\$2,367	\$47.34	\$0.00	0.02
SHERIFFS WARRANTS CLERK	J	0	\$2,367	\$47.34	\$0.00	0.02
COOK	J	1	\$2,391	\$47.82	\$573.84	0.02
LAUNDRY CREW LEADER	J	2	\$2,391	\$47.82	\$1,147.68	0.02
LAUNDRY SUPERVISOR	J	0	\$2,391	\$47.82	\$0.00	0.02
ANIMAL CARE TECHNICIAN	J	5.5	\$2,402	\$48.04	\$3,170.64	0.02
COMPUTER OPERATIONS ASSISTANT	J	0	\$2,403	\$48.06	\$0.00	0.02
ASSESSMENT CLERK	J	2	\$2,415	\$48.30	\$1,159.20	0.02

**LOWEST PAID CLASSES - 6/18/01**

CLASSIFICATION	UNIT	FTE	MONTHLY (CURRENT)	MONTHLY MONTHLY INC.	TOTAL ANNUAL INC	INC (%)
PATIENT ACCOUNT REP I	J	0	\$2,415	\$48.30	\$0.00	0.02
MAINTENANCE YARD CLERK	J	4	\$2,427	\$48.54	\$2,329.92	0.02
LIBRARY ASSISTANT II	J	18	\$2,432	\$48.64	\$10,506.24	0.02
LITERACY PROGRAM ASSISTANT	J	1	\$2,463	\$49.26	\$591.12	0.02
COURIER	J	12	\$2,476	\$49.52	\$7,130.88	0.02
FAMILY SUPPORT ASSISTANT	J	15	\$2,488	\$24.88	\$4,478.40	0.01
LEGAL TYPIST	J	7	\$2,488	\$24.88	\$2,089.92	0.01
SECRETARIAL ASSISTANT	J	8	\$2,488	\$24.88	\$2,388.48	0.01
SENIOR CLERK	J	14.5	\$2,488	\$24.88	\$4,329.12	0.01
SENIOR SHERIFFS WARRANTS CLK	J	0	\$2,488	\$24.88	\$0.00	0.01
SENIOR TELEPHONE OPERATOR	J	2	\$2,488	\$24.88	\$597.12	0.01
SENIOR TYPIST CLERK	J	56.5	\$2,488	\$24.88	\$16,868.64	0.01
WORD PROCESSOR	J	10	\$2,488	\$24.88	\$2,985.60	0.01
GROUNDKEEPER	J	7	\$2,501	\$25.01	\$2,100.84	0.01
MAINTENANCE INVENTORY & YARD CLK	J	1	\$2,501	\$25.01	\$300.12	0.01
<b>Total</b>					<b>\$311,641.44</b>	
LIBRARY ASSISTANT III	F	12	\$2,687	\$53.74	\$7,738.56	0.02
HEAD COOK	F	1	\$2,933	\$58.66	\$703.92	0.02
SENIOR LEGAL PROCESS CLERK	F	1	\$2,933	\$58.66	\$703.92	0.02
SUPRVING DATA ENTRY OPERATOR	F	0	\$3,038	\$60.76	\$0.00	0.02
SUPRVING CLERK I	F	20	\$3,053	\$69.00	\$16,559.47	0.0226
SUPRVING ANIMAL CONTROL OFCR	F	2	\$3,068	\$61.36	\$1,472.64	0.02
SS SUPERVISING STOREKEEPER	F	1	\$3,115	\$62.30	\$747.60	0.02
CLINIC OFFICE SUPERVISOR	F	3	\$3,146	\$62.92	\$2,265.12	0.02
CUSTODIAL SUPERVISOR	F	2	\$3,177	\$63.54	\$1,524.96	0.02
LITERACY PROGRAM COORDINATOR	F	1	\$3,177	\$63.54	\$762.48	0.02
SUPRVING MEDICAL TRANSCRIPT	F	0	\$3,307	\$66.14	\$0.00	0.02
SUPRVING LEGAL SECRETARY	F	1	\$3,370	\$33.70	\$404.40	0.01
SUPRVING DATA PROCESS COORD	F	0	\$3,390	\$67.80	\$0.00	0.02

<b>LOWEST PAID CLASSES - 6/18/01</b>						
<b>CLASSIFICATION</b>	<b>UNIT</b>	<b>FTE</b>	<b>MONTHLY (CURRENT)</b>	<b>MONTHLY INC.</b>	<b>TOTAL ANNUAL INC</b>	<b>INC (%)</b>
<b>Total</b>					<b>\$32,883.07</b>	
<b>GRAND TOTAL</b>					<b>\$344,524.51</b>	

**Side Letter Agreement  
Between  
County of Monterey and SEIU – Local 817  
Training Pay Differential**

The County of Monterey and SEIU – Local 817 having met and conferred, agree to the terms and conditions below regarding Communications Dispatcher assigned training duties.

In order for an individual to be eligible to receive either the Regular Training Pay or Special Training Pay Differential, all of the following criteria must be met:

1. The individual must be a permanent or temporary employee with the Monterey County Emergency Communications Department in the classifications Communications Dispatcher I, II, or III.
2. The employee must be performing all of the duties of the classification Communications Dispatcher I, II, or III.
3. The employee must be designated by the Emergency Communications Training Coordinator as a "Certified Training Officer (CTO)".
4. The Emergency Communications Training Coordinator must assign training duties to the employee.

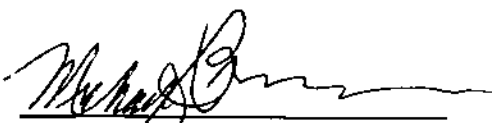
For performing the assigned training duties, the employee's regular rate of pay shall be increased by either the Regular Training Pay or Special Training Pay rate, described below, depending on which additional criteria applies:

**Regular Training Pay:** 5% of employee's regular rate of pay. Such compensation shall be paid when the employee performs the assigned training duties as his/her primary duty.

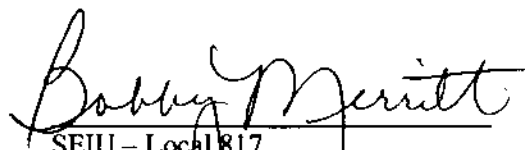
**Special Training Pay:** Flat rate of \$2.50 per hour above the employee's regular rate of pay. Such compensation shall be paid when the employee is assigned to perform training duties while simultaneously maintaining responsibility for his/her own radio dispatch channel or 911 Call Taking position.

For performing the assigned training duties, the employee's regular rate of pay shall be increased by either the 5% Regular Training Pay, or the \$2.50 per hour flat rate Special Training Pay. Such compensation shall be paid on an hourly basis (or portion thereof) for the specified time period the employee performs the assigned training duties.

This Side Letter Agreement shall become null and void on June 30, 2003, at which time employees in the classifications of Communications Dispatcher I, II, or III shall no longer be eligible to receive additional compensation for performing assigned training duties.

  
\_\_\_\_\_  
County of Monterey

Date: March 20, 2001

  
\_\_\_\_\_  
SEIU – Local 817

Date: March 20, 2001

## LETTER of AGREEMENT

Between Monterey County and SEIU, Local 817, Representing Units F, H, J & R.

It is agreed by the parties that the following plan design changes to the MCEHP health plan, to be effective January 1, 2001.

<b>PLAN FEATURE</b>	<b>CURRENT BENEFIT</b>	<b>2001 BENEFIT</b>
Deductible	\$100/200	\$150/300
Out Of Pocket Maximum	\$500/1,000	\$2,000/4,000
Office Visit Co-payment	-0-	\$10
Co-insurance	90/10	85/15
Primary/secondary coverage	Maintenance of Benefits	Coordination of Benefits

In agreeing to these plan design changes, SEIU, Local 817 waives its right to meet and confer over these changes.

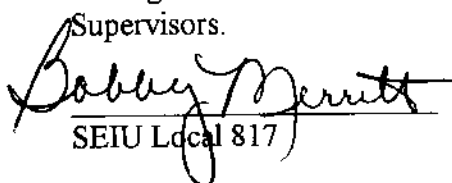
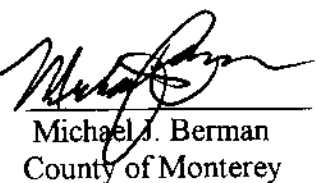
MCEHP premiums rates, to be effective January 1, 2001 will be as follows:

<b>COVERAGE CATEGORY</b>	<b>2001 PERCENT INCREASE</b>	<b>2001 PREMIUMS</b>
Employee Only:	10%	\$221
Employee + 1 Dependent:	8%	\$442
Employee + Family:	17.5%	\$544

In addition to the above, the parties agree to the following:

1. PERS Death Benefit Improvement
2. Extend MOU 1 year from current expiration date
3. 4% wage increase in the extended year
4. Implement 2% @ 55 (at no cost to employees) as soon as is administratively feasible

This agreement shall be effective upon approval by the Monterey County Board of Supervisors.

	8-29-00		8/29/00
SEIU Local 817	Date	Michael J. Berman County of Monterey	Date