

# Comprehensive Summary of Tentative Agreement for SEIU 2019-2023 MOU

<u>Article 1</u>	<u>Term of Memorandum</u>  This agreement shall expire at 11:59 p.m. February 28, 2023.
<u>4.9</u>	<u>Dues' Check Off and Agency Shop Service Fee Deductions</u>  Created process for union deductions and membership information to be transmitted by County to SEIU. SEIU can request a copy of any requests for membership information sent by the County to a third party.
<u>4.11</u>	<u>Classification Study Requests</u>  Add timelines of 15 days for receipt of requests and 60 days for notification of acceptance, rejection, or if more information is needed.
<u>6.7</u>	<u>Discrimination Prohibited - EEO</u>  Added language that protects members from discrimination in any legally protected category.
<u>8.1</u>	<u>Salaries</u>  Market/Equity Adjustments  Based on Total Compensation the County will increase the A-I steps of benchmark classifications to 100% of the comparison agencies' total compensation. Effective May 7, 2019, for the benchmark classifications that are below market average, the County will increase the salary scale by up to 4%. The County will concurrently increase the classifications linked to those benchmarks based on the County's internal salary administration.  Effective March 10, 2020, for the benchmark classifications that are below market average, the County will increase the salary scale the remainder of what is needed to bring the classifications up to 100% of market average. The County will concurrently increase the classifications linked to those benchmarks based on the County's internal salary administration.  No salaries will be reduced as a result of these adjustments.  Salary Adjustments  Effective May 21, 2019: The County will increase by three percent (3%) the A-I Step of each scale in the Salary Table specified in Appendix A-1 and attached to this Agreement as Appendix A-2.  Effective March 24, 2020: The County will increase by three percent (3%) the A-I Step of each scale in the Salary Table specified in Appendix A-1 and attached to this Agreement as Appendix A-2.

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Effective March 9, 2021 and March 8, 2022: For salary increases for years 3 and 4 of the Agreement, the County will increase the A-I Step of each scale in the Salary Table effective March 9, 2021 and March 8, 2022, by at least two percent (2%) and not more than four percent (4%). The actual amount of the increase each year within 2% and 4% will be determined by the lesser amount of the two following calculations:

- The San Francisco-Oakland-Hayward All Urban Annual Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics in January 2021 and January 2022 for the preceding December percentage change from December of the prior year.
- The County's actual annual growth percentage of secured property taxes collected between fiscal years 2018-19 and 2019-20 for year 3 salary adjustment; and between fiscal years 2019-20 and 2020-21 for year 4 salary adjustment, divided by 1.5, respectively.

### 8.7 Salary – Upon Promotion

A merit increase will be effective prior to a promotion if both are in the same pay period.

### 8.15.2 Salary – Upon Reclassification – Higher Salary Scale

Temporary 5% premium for employees after the Civil Service Commission has approved a reclassification to a classification with a higher salary scale. The premium expires on the date of Board of Supervisors adopts the salary recommendation.

### 8.15.4 Salary – Upon Reclassification – New Job Classification

Temporary 5% premium for employees after the Human Resources Director recommends they be reclassified to a new classification. The premium expires when the Civil Service Commission or governing body implements or denies the new classification.

### 8.15.5 Automatic Salary Increase

If a classification study has taken more than 2 years from the date Human Resources agrees to study and when the final recommendation is to reclassify to a job classification with a higher salary range, the employees will be entitled to receive a 5% higher base salary rate within the existing salary range.

### 8.15.6 Benchmark Comparisons – Total Compensation

Meetings between SEIU and County 1 year before expiration of the contract to

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	discuss the methodology for the Total Compensation Survey.
<u>9.11</u>	<p><u>Heavy Equipment Operation</u></p> <p>Regional Parks and Fairgrounds employees need only 40 hours of training rather than Class A license to be eligible for this premium.</p>
<u>9.12</u>	<p><u>Heavy Equipment – Crane Operator</u></p> <p>Employees assigned to supervise or signaling/spotting a crane operator are eligible for this premium.</p>
<u>9.17</u>	<p><u>Nursing – Additional Degrees Premium Pay</u></p> <p>Changed “Nurse Practitioner” Master’s degree to “Nursing” Master’s degree.</p>
<u>9.24</u>	<p><u>Crisis Stabilization Unit (CSU) Premium Pay</u></p> <p>All employees in CSU, rather than just specific job classes, are eligible for this premium.</p>
<u>10.5</u>	<p><u>Reimbursement – Mileage</u></p> <p>Mileage reimbursements must be submitted within 90 days of the date of travel (for travel occurring after BOS adoption)</p>
<u>10.6.6</u>	<p><u>Uniform Cleaning Allowance</u></p> <p>Cleaning allowance only paid to employees in paid status</p>
<u>11</u>	<p><u>Staff Development</u></p> <p>Removed all restrictions on purchasing computer hardware or mobile devices. Removed references to a separate Wellness program since it is a single program.</p>
<u>12.2.2</u>	<p><u>County Contribution Toward Active Employee Medical Benefits</u></p> <p>Maximum contributions increased 11% the first year and 6% each year after that.</p> <p>Effective the pay period beginning May 21, 2019 the County will contribute monthly, for full time employees, up to \$700 for Employee only \$1400 for Employee + 1 \$1980 for Family</p> <p>Effective the pay period beginning May 19, 2020 the County will contribute monthly, for full time employees, up to \$742 for Employee only</p>

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\$1484 for Employee + 1  
\$2100 for Family

Effective the pay period beginning May 18, 2021 the County will contribute monthly, for full time employees, up to  
\$786 for Employee only  
\$1574 for Employee + 1  
\$2224 for Family

Effective the pay period beginning May 17, 2022 the County will contribute monthly, for full time employees, up to  
\$834 for Employee only  
\$1668 for Employee + 1  
\$2358 for Family

Cleaned up language regarding life insurance.

### **12.3 Employee Assistance Program**

Added language to state that EAP is at no cost to employees.

### **13.1 Retiree Medical Coverage**

Changed “the dependent spouse/domestic partner” to “an eligible dependent”.  
Changed “Child based on your plan’s age limits” to “A child up to age 26”.

### **13.2 County Contribution Toward Retiree Medical Plans – Employees Hired Before January 1, 2009**

Non-substantive change of title to add “and Retire On or After July 1, 2016” to reflect the Retiree Settlement in 2016.

### **13.3 County Contribution Toward Retiree Medical Plans – Employees Hired On Or After January 1, 2009 – Effective January 1, 2009**

Non-substantive change of title to add: “Retiree Health Reimbursement Accounts (HRA)”.  
Added “at the time of initial eligibility” to the section 13.3.B.1.b dealing with lump sum contribution proration.  
Added the word “Retiree” in 13.3.B.3 to denote that it is the Retiree HRA account.

### **14.3.2, 14.3.3 Holiday Compensation – Full Time Employees Not Scheduled To Work**

All employees given the option to add holiday hours to comp bank if holiday falls on day off.  
Hours will be cashed out if comp bank is full.  
Can only “flex” holiday time for same pay period rather than three pay periods.  
Changed FYC Emergency Response Social Worker to CPS Social Worker.

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<u>15.9</u>	<u>Vacation Savings Plan</u>  Eligibility is based on hours of the preceding pay period rather than at the start of open enrollment. Dollar amount will be based on hourly rate of pay at the start of deductions rather than hourly rate of pay at the time of enrollment.
<u>16</u>	<u>Sick Leave</u>  Changed sick leave annual period to be on calendar year rather than year from date of hire.
<u>17.7</u>	<u>Leaves – Time Off For Donating Blood</u>  Addition of plasma donation. Can donate blood or plasma up to 4 times per year. Can take up to 2 hours off work each time.
<u>17.15</u>	<u>Supervisory Leave</u>  8 Hours of supervisory leave for all Bargaining Unit 0095. Does not accumulate year to year and cannot cash out.
<u>18.7</u>	<u>Direct Deposit</u>  Automatic Direct Deposit of paychecks but can opt out at any time and get printed paychecks.
<u>18.8</u>	<u>Housing Assistance Program – Labor/Management</u>  County will pay up to \$50,000 in administrative costs rather than using programs funds.
<u>18.20</u>	<u>Favored Nations Clause</u>  Delete section as referred to the extension agreement.
<u>18.20</u>	<u>Disaster Meeting</u>  SEIU and the County will meet when feasible after a disaster to discuss employee needs due to the disaster.
<u>18.21</u>	<u>Staffing for Quality Public Services</u>  Language encouraging workers to bring staffing complaints to management and allowing staffing concerns to be brought to the County-wide LMC.

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<u>18.22</u>	<u>County and Labor Retirement Benefits Committee</u>  Created retirement committee to study unfunded liability, cost sharing, pension cost sharing, pension obligation bonds, retiree medical benefits, longevity, retiree cost of living adjustment, and other issues by mutual agreement. Develop recommendations for long-term solutions to have market competitiveness and workforce stability. Support for other unions engaging in the committee. Committee begins Spring 2021 to be concluded by March 2022. Parties may re-open contract in June 2022 to negotiate items.
<u>20.6</u>	<u>Consideration of Layoff</u>  Written notice to SEIU at least 30 days before any Board of Supervisors action that authorizes layoff procedure. SEIU has opportunity to meet and discuss possibility of layoff and offer alternatives.
<u>21.1 – 21.8</u>	<u>Grievance Procedure</u>  Changed “Day” to “County business day” throughout. Added requirement for grievance to be in writing at first step meeting. Added ability for County Human Resources to be involved in third step grievance.
<u>21.10.4</u>	<u>Arbitration Panel – Selection of Arbitrator</u>  Removed 3 and added 2 new arbitrators to the list of potential arbitrators.
<u>Article 26</u>	<u>Agency Shop Service Fee</u>  Delete Article.
<u>Article 27</u>	<u>Maintenance of Membership</u>  Delete article.
<u>Appendix B</u> <u>10.6.7</u>	<u>Safety Boot/Show Allowance</u>  Clean-up, add APOSD Assistant Planner, APOSD Associate Planner, APOSD Community Relations Analyst, APOSD Community Relations Specialist, APOSD Geographic Information Systems Analyst, APOSD Geographic Information Systems Coordinator, APOSD Planner, APOSD Senior Planner, APOSD Acquisition Specialist, APOSD Senior Acquisition Specialist, APOSD Stewardship Supervisor, and Park Planner to As Needed allowance and APOSD Technician, Assistant Building Superintendent, Chef, Cook, Detention Assistant, Detention Specialist I/II, Detention Specialist Supervisor, Heavy Equipment Fleet Maintenance Supervisor, Janitor, Park Planner, Residential Service Worker, Senior Detention Specialist,

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	Supervising Detention Assistant to annual allowance
<u>Side Letter</u>	<u>Living Wage Ordinance Adjustments</u>  Effective May 7, 2019 the County will increase all classifications with A-step salaries below \$15 per hour up to at least \$15 per hour and increase all the linked job classifications in those benchmarks by the same percentage to maintain internal equity.
<u>Side Letter</u>	<u>Water Agency</u>  The County and Union agree that Section 8.22 does not preclude the parties from agreeing to use water agency comparable agencies for the current meet and confer process.
<u>Side Letter</u>	<u>Short Term Disability</u>  The County and the Union agree to discuss SDI and any associated programs such as Short Term Disability, Long Term Disability, Paid Parental Leave, and Workers' Compensation, in April 2020. If either party wants to implement SDI we will Meet and Confer.