The Union makes the following proposal to modify the Memorandum of Agreement for the SW Agreement which expires June 27, 2017. Any section or Sideletter not modified is intended to remain current contract. The Union agrees to sign tentative agreements which remain tentative pending final ratification by the Union’s members and the County Board of Supervisors.

ARTICLE 5. HOURS OF WORK AND COMPENSATION

Section 1. Hours of Work

This Article establishes the County standard for hours of work.
Biweekly compensation prescribed in Appendix A is based on a full-time schedule of eighty (80) working hours in each biweekly pay period.

Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, per work period, or for any other period of time.

A. Work Day

The standard workday shall be eight (8) consecutive hours of work exclusive of a lunch period in a consecutive twenty-four (24) hour day.

B. Work Week

The standard work period is seven (7) consecutive days within which is included two (2) consecutive days of rest in a seven (7) consecutive day period. This work period shall be forty (40) hours.

C. Payroll Period

The payroll period begins on the Friday which is the first day of the pay period and ends on the Thursday which is the last day of the pay period and consists of ten (10) standard work days and four (4) days of rest during the fourteen (14) consecutive day payroll period.

D. Twenty-Four Hour Operations

Schedules for employees who work shifts in 24-hour operations shall be established by the appointing authority and posted. Routine changes to such shifts shall be posted at least fourteen (14) calendar days prior to the effective date of the change.

Employees who report to work on shifts which begin in one calendar date and end in the next shall be compensated for the entire shift for the date the shift begins.

Shifts shall not be scheduled to include split shifts, except in temporary emergency situations. Employees on shifts shall be scheduled to work ten (10) days and be off four (4) days in a fourteen (14) day work period. To the extent possible, the appointing authority will generally allow a schedule which will provide the employee with two (2) consecutive days off.

A minimum of eight (8) hours of rest will be provided between the end of one shift and the beginning of a new shift.
E. **Changes**

The hours of work of the office or facility shall be established by the appointing authority and may be changed to meet operational or other requirements upon fourteen (14) calendar days notice to the affected employees.

Where work schedules are regularly and routinely used, such schedules shall be posted in plain view at least fourteen (14) calendar days prior to the effective date of any routine and general work schedule change.

F. **Lunch Period**

The standard unpaid lunch period shall be one (1) hour; however, alternatives to a one-hour unpaid lunch period may be allowed at the discretion of the Agency when such alternatives meet operational needs.

G. **Rest Periods - how are rest periods reflected on schedules?**

Employee work schedules shall provide for a rest period not to exceed fifteen (15) minutes during each half-work day. The rest period is to be taken at approximately the midpoint of each half-work day, if work and coverage reasonably permit. If work or coverage do not reasonably so permit, then the rest period is to be taken as time is available, but not so as to shorten the work day or lengthen the lunch break. Rest areas shall be open to employees for use as such during regular work hours except when conferences have been scheduled for their use.

Any subject which is allowable for discussion before, during, or after work, is allowable during the rest period in the rest areas.

**Section 2. Overtime Work and Compensation**

This Section is intended only to provide the basis for the calculation of and payment for overtime and shall not be construed as a guarantee of hours of work per day or per pay period.

A. **Definition of Overtime**

Full-time employees: Full-time employees’ overtime is authorized or ordered work actually worked by an employee, which is in excess of the standard work period. No full-time employee will be compensated for overtime unless he/she works more than forty (40) hours in a standard work period.

Permanent part-time employees: Part-time employees are defined as those who work a regular schedule of less than forty (40) hours in a standard work period.
ARTICLE 5. HOURS OF WORK AND COMPENSATION (Cont'd)

Permanent part-time employees' overtime is authorized or ordered work, actually worked which is in excess of the standard 40-hour work period.

B. Calculation of Overtime

Calculation of overtime shall be based on the employee's regular rate of pay. This regular rate shall include the base rate for the employee's classification plus all differentials or bonus rates excluding the ratification bonus, to which the employee would be entitled for the overtime work performed.

Notwithstanding any other policy, practice, rule, regulation or Agreement provision to the contrary, any absence including, but not limited to, paid sick leave, disability leave, bereavement leave, vacation, holiday, jury duty, reporting for a draft board, compensatory time off, or unpaid work furlough or any other paid or unpaid time-off which may be infrequent, sporadic or unpredictable shall not be counted as hours actually worked during a work period when establishing eligibility for any type of overtime compensation.

Compensation is defined as either cash payment or compensatory time off, or a combination of cash payment and compensatory time off, in accordance with the overtime code established for the employee's class. Employees shall have their overtime hours computed as follows:

<table>
<thead>
<tr>
<th>Code</th>
<th>Overtime Description</th>
</tr>
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<tbody>
<tr>
<td>&quot;N&quot;</td>
<td>Employees covered by FLSA are eligible for overtime at time and one-half cash or compensatory time off. (at the employee's option)</td>
</tr>
<tr>
<td>&quot;E&quot;</td>
<td>Employees exempt from FLSA are eligible for straight cash or compensatory time off.</td>
</tr>
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</table>

All-employees – Are eligible for a minimum of three (3) hours call-back overtime at time and one-half cash (4.5 hours pay). At the employee’s option.

The decision to pay for overtime worked in cash or compensatory time off shall be at the employee's option, reasonable discretion of the appointing authority, with consideration for the employee’s choice. Employees may request in advance their preference for cash or compensatory time off. The appointing authority shall grant the request if it meets the operational and/or funding needs of the Department. The decision of the Appointing Authority or Designee is final. An employee shall not be denied overtime opportunities due to request preferences to this section.

C. Accrual of Compensatory Time Off
When an employee is allowed to accumulate FLSA and non-FLSA compensatory time off, such accruals shall be limited to a maximum of one hundred twenty (120) hours of FLSA compensatory time and forty (40) eighty (80) hours of non-FLSA compensatory time at the beginning of a biweekly pay period. Balances which exceed forty (40) eighty (80) hours for non-FLSA compensatory time will automatically be reduced to forty (40) eighty (80) hours.

Employees who have accumulated FLSA compensatory time off that reach one hundred twenty (120) hours, shall be paid cash for overtime hours actually worked over the maximum FLSA compensatory time balance of one hundred twenty (120) hours.

Employees will be given the opportunity to take off accumulated compensatory time before exceeding forty (40) eighty (80) hours or having their accumulation reduced. When granting compensatory time off, the appointing authority will give consideration to the desires of the employee.

An employee shall have fifteen (15) working days advance notice before being required to take FLSA or non-FLSA compensatory time off. This 15-day notice shall not apply to departments headed by elected appointing authorities unless approved by said elected appointing authorities.

FLSA-covered employees who terminate shall receive compensation for unused compensatory time earned after April 15, 1986, for time actually worked not exceeding one hundred twenty (120) FLSA hours.

The appointing authority, subject to the approval of the Director, may approve payment of cash in lieu of compensatory time off at straight-time for all or any portion of an employee’s accumulated compensatory time off for any employee who is laid off when such payment is in the best interests of the public service.

Section 3. Call-Back Work

A. Regular Call-Back

The appointing authority may on occasion find it necessary to contact an employee who is off duty and order the employee to report back to the work site to perform necessary services.

Court Call-Back

The Court may subpoena an employee to appear in court on official business at a time which is outside the employee’s regular work schedule.
B. Eligibility for Call-Back

To qualify for regular call-back compensation, the employee must have left the work site and be required to physically report back to a work site.

To be eligible for court call-back, the employee must be required to respond to the Court's subpoena by appearing in court on County business outside the employee's regular work schedule.

C. Calculation of Call-Back

Compensation of each call-back shall be based on a minimum of three hours pay at time-and-one-half, even if the employee worked less than three (3) hours during the call-back. Time worked in excess of three (3) hours shall be compensated in accordance with Section 2, Overtime Work and Compensation.

An employee call back again during the 3-hour period of an initial call-back, shall be compensated for three (3) hours of call-back duty only, except that if the second or subsequent call-back adds time worked beyond the initial three (3) hours, this time shall be compensated in accordance with Section 2, Overtime Work and Compensation. Upon expiration of the first three (3) hours of a call-back, and provided the employee has gone off duty and left the work site, an additional call-back shall be compensated as for the initial call-back.

Employee called back to duty shall, except for emergency situations, be given eight (8) hours rest in the 24-hour period which begins at the start of their last normal shift except that upon mutual agreement between the employee and the appointing authority, call-back compensation may be used to delay the start of the next work day for hours actually worked as call-back.

Section 4. Standby Duty Compensation

Standby Duty is that time during which an employee is assigned to stand by during specific hours outside the normal work period assignment, during which the employee must remain where he/she can be contacted by telephone, ready for immediate return to work to perform an essential service.

Certain standby shifts are designated as "critical" where the employee must report immediately upon being called to perform a service which cannot be delayed until the next normal working day, and which service is so critical as to frequently mean the difference between life and death.

Standby duty does not count as time worked, except to the extent that an employee is required to, and does actually return to a work place and perform actual service. Employees assigned to standby shall not be entitled to call-back work compensation. An employee contacted through the Agency during standby duty hours and required to
perform services without leaving the place of contact, shall receive compensation for such time worked in the same manner such employees receive scheduled overtime compensation. To be eligible for such compensation, employees must be authorized and ordered by the Agency to perform such services.

A. To be eligible to receive standby compensation, an employee must actually be assigned to a position which has been designated by the appointing authority and approved by the Chief Administrative Officer as an official standby, or critical standby, position.

B. Compensation: Employees who serve a standby shift shall be paid the equivalent of one (1) hour's compensation for each normal standby shift, provided such shift is not longer than the employee's normal workday. A normal workday is defined as eight (8) hours. Employees who serve a critical standby shift shall be paid the equivalent of two (2) hours compensation for each critical standby shift. Change to standby shifts shall not qualify an employee for non-routine shift change premium.

Section 5. Available Time

A. Available Time Defined

Available time means that an employee has requested to be considered for hours of work in addition to his/her routine work schedule during which such employee can be contacted by telephone for immediate return to duty to perform an essential service.

B. Available time shall not count as time worked, except to the extent that an employee is required to, and does perform actual service. Such time performing actual service shall be compensated at the employee's regular overtime rate.

Section 6. Non-Routine Shift Change Compensation

This provision is applicable to employees who work shift schedules of other than the normal eight to five working hours, and which schedules are routinely established in advance as to hours and days to be worked. It may become necessary upon occasion for Management to change the employees' shift hours or day off to meet operational needs or cover for unscheduled absences. When this occurs, the affected employee will be given notice. When this notice is given in less than fourteen (14) calendar days, the employee will receive a thirty dollar ($30) premium.

Section 7. Temporary Assignment Compensation

When the appointing authority determines it is necessary to cover a position from which the incumbent is absent or which is temporarily vacant for any reason, the appointing authority may assign an employee in a lower class covered by this agreement to
temporarily perform the duties of the vacant position in a higher class in accordance with the following:

A. A written request shall be submitted by the appointing authority, prior to the assignment (or in an emergency within five (5) working days thereafter), to the Director, Department of Human Resources.

B. The Director, Department of Human Resources, has approved the appointing authority's request for temporary assignment.

C. The employee proposed to be assigned to the higher class is qualified to perform the duties of the higher class.

D. The employee will remain in his/her current class during the time he/she is assigned to perform the duties of the higher class. At the conclusion of such assignment, the rate shall return to the normal rate for the employee's current class. An employee who is temporarily assigned to the duties of a higher class and who terminates or is terminated from County service during such assignment, shall be paid terminal benefits at the rate appropriate to such employee's current class.

E. The assignment must be for over two (2) weeks but must not exceed twenty-six (26) weeks. Employees on temporary assignment, after two weeks, will be compensated from the first day of appointment.

F. The employee so assigned shall be compensated by receiving, in addition to the base rate of compensation which has been established for his/her current class, a "bonus rate." This bonus rate shall be the difference between the rate of compensation for his/her current class and that of the higher class.

G. The amount of the "bonus rate" in "F" is determined by:

1. Equating the employee's current hourly rate with the same hourly rate in the higher class and advancing one step; or

2. If the higher class does not contain an hourly rate that equates with the employee's current hourly rate, then the "bonus rate" shall be determined by setting the compensation one step above the next highest hourly rate in the higher classification; provided, however, that the higher rate of compensation shall be set at the entry step when the entry step of the higher class exceeds the top step of the current class by a percentage difference of five percent (5%) or more when rounded to the nearest tenth of a percent.

H. In the event an employee has been assigned to perform the duties of a vacant position or for a temporarily absent incumbent in a higher class for over two (2)
ARTICLE 5. HOURS OF WORK AND COMPENSATION (Cont'd)

Weeks one (1) week the employee may make a request directly to the Group Human Resources Director to be declared eligible for “temporary assignment compensation.” If the Group Human Resources Director, with the approval of the Director, Department of Human Resources, deems the employee is qualified to perform the duties of the higher class, and the employee has been on temporary assignment for over two (2) weeks one (1) week the employee so assigned will be compensated in accordance with Paragraphs E and F above. The assignment must be for over two (2) weeks one (1) week but must not exceed twenty-six (26) weeks.

ARTICLE 6. WORK PREMIUMS

Section 1. Calculation of Work Premiums

Work premiums designated as bonus rates and which are stated as a percentage, shall be added to the employee's basic hourly rate of compensation. When more than one premium is applicable, each premium shall separately be added to the employee's basic hourly rate. Premiums shall not be pyramided or compounded.

Work premiums designated as biweekly dollar amounts shall be added in a lump sum to the employee's biweekly compensation without regard for the employee's basic hourly rate.

Section 2. Bilingual Premium (All languages)

The appointing authority may assign a qualified employee to perform bilingual duties in positions which have been identified and designated as requiring such bilingual skills. The Agency will recommend the effective date for bilingual pay as the date the employee is assigned such duties, or passes the bilingual proficiency test, whichever is later. In order to ensure an adequate level of bilingual proficiency, the Director, Department of Human Resources, may require periodic evaluation of incumbents receiving bilingual premium.

Class A: Effective June 23, 2006, the rate for Class A bilingual skills is forty dollars ($40) eighty ($80) dollars biweekly; fifty cents ($0.50) one dollar ($1.00) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an 80-hour biweekly pay period, or to a position designated as requiring technical bilingual skills (reading, writing, translation). The fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Class B: Effective June 23, 2006, the rate of Class B bilingual skills is twenty dollars ($20) forty dollars ($40) biweekly; twenty-five cents ($0.25) fifty cents ($0.50) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position
ARTICLE 5.  HOURS OF WORK AND COMPENSATION (Cont'd)
designated as requiring bilingual
ARTICLE 6. WORK PREMIUMS (Cont’d)

skills less than fifty percent (50%) of the time or thirty nine (39) hours or less in an 80-hour biweekly pay period. This fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Eligible Classes:
5225 – Human Services Control Specialist
5246 – Patient Services Specialist III (T)

Caseloads shall be monitored monthly to address potential bilingual and monolingual caseload inequities.

For purposes of terminal pay, bilingual premium shall not be computed in the employee's base wage rate.

Section 3. Retention/Recruitment Bilingual Premium (All languages)

The appointing authority may assign a qualified employee to perform bilingual duties in positions which have been identified and designated as requiring such bilingual skills. The Agency will recommend the effective date for bilingual pay as the date the employee is assigned such duties, or passes the bilingual proficiency test, whichever is later. In order to ensure an adequate level of bilingual proficiency, the Director, Department of Human Resources, may require periodic evaluation of incumbents receiving the premium.

Class A: Effective June 23, 2006, the rate for Class A bilingual skills is sixty dollars ($60) biweekly; eighty dollars ($80) seventy-five cents ($0.75) one dollar ($1.00) per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an 80-hour biweekly pay period, or to a position designated as requiring technical bilingual skills (reading, writing translation). The fifty percent usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Class B: Effective June 23, 2006, the rate of Class B bilingual skills is thirty dollars ($30) fifty dollars ($50) biweekly; $0.375 $.50 per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills less than fifty percent (50%) of the time or thirty-nine (39) hours or less in an 80-hour biweekly pay period. This fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Eligible Classes:
5223 – Human Services Specialist
4911 – Social Services Aide
4913 – Protective Services Assistant
Caseloads shall be monitored monthly to address potential bilingual and monolingual caseload inequities.

Employees in positions designated as bilingual on or before June 28, 1979, shall continue to receive Class A bilingual premium while in any bilingual position. Employees assigned to positions June 29, 1979, or after shall receive either Class A or Class B bilingual premium, as appropriate.

For purposes of terminal pay, bilingual premium shall not be computed in the employee’s base wage rate.

Section 4. Bilingual Premium (Protective Service Worker/Social Worker Recruitment/Retention)

The appointing authority may assign a qualified employee to perform bilingual duties in child welfare services and social worker positions which have been identified and designated as requiring bilingual skills. The Health & Human Services Agency will recommend the effective date for bilingual pay as the date the employee is assigned such duties or passes the bilingual proficiency test, whichever is later. In order to ensure an adequate level of bilingual proficiency, the Director, Department of Human Resources, may require periodic evaluation of incumbents receiving the premium.

Class A: Effective June 23, 2006, the rate for Class A bilingual skills is ninety dollars ($90) biweekly; $1.125 per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an 80-hour biweekly pay period, or to a position designated as requiring technical bilingual skills (reading, writing and translation). The fifty percent (50%) usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Class B: Effective June 23, 2006, the rate of Class B bilingual skills is forty-five dollars ($45) biweekly; $0.5625 per hour for eighty (80) hours of paid service - thereafter, the FLSA regular rate for overtime shall apply. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills less than fifty percent (50%) of the time or thirty-nine (39) or less hours in an 80-hour biweekly pay period. This fifty percent usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Eligible Classes:
5254 – Senior Protective Services Worker
5253 – Protective Services Worker
5261 – Health Services Social Worker
5260 – Social Worker III
ARTICLE 6. WORK PREMIUMS (Cont'd)

5265 – Social Worker II
5235 – Social Worker I

Caseloads shall be monitored monthly to address potential bilingual and monolingual caseload inequities.

For purposes of terminal pay, this bilingual premium shall not be computed in the employee’s base wage rate.

Section 5. Night Shift Premium

A. Night shift premium is compensation for employees who work a scheduled night or graveyard shift when more than half of the hours of such shifts occur between the hours of 5:00 p.m. and 8:00 a.m. Compensation for working such established shift shall be:

  Second (night) shift: 55 cents one dollar ($1.00) per hour
  Third (graveyard) shift: 55 cents Two dollars ($2.00) per hour

B. Night shift premium shall apply to hours worked and shall not apply to paid holiday, vacation, sick leave or other paid leave or terminal payoff.

Section 6. Master of Social Work (MSW) Premium

An employee in an eligible class shall be paid fifty dollars ($50) one hundred dollars ($100) biweekly upon furnishing satisfactory evidence that he/she possesses a Master of Social Work (MSW) degree.

  Eligible Classes:

  5253 – Protective Services Worker
  5254 – Senior Protective Services Worker

Grandfather Provision for Incumbents as of August 5, 1988

Notwithstanding the above, employees employed as of August 5, 1988 as a Health Services Social Worker, and who are appointed to positions as Protective Services Worker or Senior Protective Services Worker before December 30, 1988, will be eligible for the MSW premium herein upon appointment, provided that the employee so appointed possesses either a Master of Counseling Degree based on a two-year program or a Master’s Degree with an M.F.C.C. Employees hired after August 5, 1988 must possess an MSW Degree in order to be eligible for the MSW premium.

This premium is paid for paid time off, but not for terminal payoff.

Section 7. Hospital Outstation Assignment Premium
ARTICLE 6. WORK PREMIUMS (Cont’d)
Eligible employees regularly assigned to the Hospital Outstation Program in the Health & Human Services Agency shall receive additional compensation of approximately five
percent (5%) above their regular base pay. This premium is paid for time off, but not for terminal payoff.

**Eligible Class:**
5223 – Human Services Specialist

Section 8 Training Differential
When an employee is assigned to orient or train another employee, he/she shall receive a training differential of $1.00 per hour for each hour worked in the training role.

**Section 9 Case/Referral Premium**
PSW's who have a primary assignment for referrals or cases shall earn an additional $2.00 per hour premium for every hour worked in their assignment.