Letter of Agreement Stanislaus County And

Service Employees International Union, Local 521

The Stanislaus County, and Service Employees International Union, Local 521 bargaining unit agree the following terms of the Memorandum of Understanding are changed by this Letter of Agreement:

Whereas, Stanislaus County (County) and Service Employees International Union (SEIU), Local 521 entered the current Memorandum of Understanding (MOU) on July 1, 2021; and

Whereas, the classification of Deputy Coroner is in the bargaining unit represented by SEIU and the classification was reinstated midway through the term of the MOU; and

Whereas, the Sheriff's Office requested to reinstate the classification of Deputy Coroner and the classification was reinstated with the 2022 Midyear Financial Report; and

Whereas, the County and SEIU recognize the classification plays a critical role investigating the cause of death within the jurisdiction of the Sheriff-Coroner and the nature of the Deputy Corner's job may lead to on-call assignment; and

Whereas, on February 15, 2024, the County and SEIU reached a tentative agreement on uniform allowance, on-call pay, and a process for seniority calculations for shift bidding and vacation requests; and

Whereas, on March 26, 2024, the Stanislaus County Board of Supervisors approved a Board Agenda Item authorizing the Chief Executive Officer to execute an agreement with SEIU Local 521 to implement all provisions within the tentative agreement; and

Therefore, the County and SEIU Local 521 agree the following terms of the current MOU are changed by this Letter of Agreement, upon Board approval.

Uniform Allowance

The parties agree that the County shall provide a cash uniform allowance in the amount of \$650 annually distributed over 26 pay periods for the classification of Deputy Coroner. This amount shall be effective the first full pay period following Board approval of this agreement. Employees shall receive a one (1) time additional cash allowance of \$200.00.

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On-Call

Deputy Coroners formally assigned by the Department Head or designee to remain available to return to work shall be compensated at the rate of five dollars and seventy-five cents (\$5.75) per hour for each hour of on-call service performed. On-Call compensation is discontinued when an employee physically reports to a work location and is receiving call-back pay.

Deputy Coroner Seniority for Shift Bidding and Vacation Requests

Seniority Calculations

- This agreement applies to the calculation of Deputy Coroner seniority for the purposes of Shift bidding and vacation requests. The seniority calculation included in this policy does not apply to any other policy, such as the reduction-in-force policy (RIF). For information on calculating RIF seniority, please refer to the current Memorandum of Understanding between the County and SEIU 521.
- 2. Calculating seniority for shift and vacation bidding is defined as full-time employment in the classification of Deputy Coroner and shall begin the first day the employee actually begins working as a Deputy Coroner. Extra-help and part-time employment as a Deputy Coroner will not be counted. Any break in full-time employment as a Deputy Coroner (excluding paid leaves of absence) shall be considered a break in service for the purposes of calculating Deputy Coroner seniority. Time spent in an un-paid leave of absence will also be deducted. Employees with a break in Deputy Coroner service that is less than one (1) year, who return to the classification of Deputy Coroner, will be given credit for prior Deputy Coroner employment time for the purposes of calculating Deputy Coroner seniority, not including the time the employee left County service to the time the employee returned to County service.
- 3. If employees are tied with time spent in their Deputy Coroner Classification, the employee's seniority order will be determined by the first day the employee began full-time service in the Sheriff's Office, then by the first day the employee began full-time service with the County, then by lottery.
- 4. The Deputy Coroner seniority list shall be maintained and stored by Sheriff Department Administration and a SEIU Local 521 designee.

Vacation Bidding

Seniority requests may only be exercised for one continuous block of time per calendar year. All seniority vacation requests shall be submitted during the month of January and returned as soon as possible, but no later than February 28th. The Sheriff's Department shall make a good faith effort to approve seniority vacation requests. Employees can provide one priority and two alternate seniority requests listed in order of priority on the request form. This form is the vacation request form that is used to request all vacations. The employee must specify that the request is a seniority vacation request on the form.

2) Standard Requests

All standard requests will be processed on a first come, first served basis, not seniority based.

3) Approved Vacations

After any vacation request is approved, it will remain approved except in unforeseen circumstances or in an emergency, at which time those vacations scheduled outside of unforeseen circumstances, or an emergency will not be recalled.

Shift Bidding

The shifts shall be approximately six (6) months in duration with shift rotations to occur bi-annually, in the months of April and October of each calendar starting the first full pay period in April 2024.

All other provisions in the current MOU will remain in full force and effect. This agreement will be finalized after signatures by all parties.

For the County:

For SEIU:

Karyn Clark, SEIU President

Karyn Clark, SEIU President (Apr 23, 2024 16:16 PDT)

Jody Hayes, CEO

Karyn Clark, SEIU President