

MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF SANTA CLARA
AND
ENGINEERS AND SCIENTISTS OF CALIFORNIA
LOCAL 20, IFPTE, AFL-CIO & CLC

~~JANUARY 27, 2020 — SEPTEMBER 22, 2024~~

TBD

Package Proposal*

From SCC to ESC Local 20 November 27, 2024

*Package proposal to ESC Local 20. Rejection in part or, as a whole, reverts to the County's previous proposal and/or position.

All TA's subject to ratification by the BOS

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PREAMBLE

TA on 9/18/24

This Memorandum of Understanding is entered into by the County of Santa Clara (herein referred to as the County) and the Engineers and Scientists of California (herein referred to as the Union), covering the classifications specified in Article 1, Recognition. This Memorandum is the result of both parties meeting and conferring in good faith.

ARTICLE 1 – RECOGNITION

On 9/5/24, Union in agreement with CP1 dated 7/30/24

The County recognizes Engineers and Scientists of California, Local 20, IFPTE, AFL-CIO, as exclusive bargaining representative for all employees in a coded classification within the bargaining unit as listed below:

~~Job Code—Classification~~

~~R1G—Supervising Clinical Laboratory Scientist~~

~~R62—Clinical Laboratory Scientist I~~

~~R57—Cytotechnologist~~

~~R66—Histologic Technician~~

~~R7G—Medical Laboratory Technician~~

~~R95—Nuclear Medicine Technologist~~

~~R46—Public Health Microbiologist~~

~~R1F—Clinical Laboratory Scientist II~~

~~R1E—Senior Clinical Laboratory Scientist~~

~~R58—Senior Cytotechnologist~~

~~R65—Senior Histologic Technician~~

~~R94—Senior Nuclear Medicine Technologist~~

~~R43—Senior Public Health Microbiologist~~

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~~R59 Clinical Laboratory Scientist Manager~~

~~R1N Associate Clinical Laboratory Scientist Systems Specialist~~

~~R1M Clinical Laboratory Scientist Systems Specialist~~

<u>Job Code</u>	<u>Classification</u>
<u>R1N</u>	<u>Associate Clinical Laboratory Scientist Systems Specialist</u>
<u>R1M</u>	<u>Clinical Laboratory Scientist Systems Specialist</u>
<u>R62</u>	<u>Clinical Laboratory Scientist I</u>
<u>Q6S</u>	<u>Clinical Laboratory Scientist I - U</u>
<u>R1F</u>	<u>Clinical Laboratory Scientist II</u>
<u>R59</u>	<u>Clinical Laboratory Scientist Manager</u>
<u>R57</u>	<u>Cytotechnologist</u>
<u>R66</u>	<u>Histologic Technician</u>
<u>R7G</u>	<u>Medical Laboratory Technician</u>
<u>Q5W</u>	<u>Nuclear Medicine Technologist - U</u>
<u>R95</u>	<u>Nuclear Medicine Technologist</u>
<u>R46</u>	<u>Public Health Microbiologist</u>
<u>W29</u>	<u>Public Health Microbiologist - U</u>
<u>R1E</u>	<u>Senior Clinical Laboratory Scientist</u>
<u>R58</u>	<u>Senior Cytotechnologist</u>
<u>R65</u>	<u>Senior Histologic Technician</u>
<u>R94</u>	<u>Senior Nuclear Medicine Technologist</u>
<u>R43</u>	<u>Senior Public Health Microbiologist</u>
<u>R1G</u>	<u>Supervising Clinical Laboratory Scientist</u>

ARTICLE 2 - NO DISCRIMINATION

TA on 9/11/24

Section 2.1 - Employment

Neither the County nor the Union shall discriminate (except as allowed by law) against workers because of race, age, sex, color, disability, creed, national origin, religion, Union activity, affiliations, political opinions, or sexual orientation.

Section 2.2 - Union Affiliation

Neither the County nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee in his/her/their free choice to participate or join or refuse to participate or join the Union.

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Section 2.3 - Affirmative Action

The County and the Union agree to cooperate to achieve equitable representation of women, minorities and disabled at all occupational levels designated by Federal, State and County Affirmative Action goals and timetables, as adopted by the Board of Supervisors.

ARTICLE 3 - UNION SECURITY

On 10/16/24, Union in agreement with CP10 dated 10/8/24

Section 3.1 - Relationship Affirmation

The Union recognizes its obligation to cooperate with the County to assure maximum service of the highest quality and efficiency to the citizens of Santa Clara, consonant with its obligations to the employees it represents. The County and Union affirm the principle that harmonious labor management relations are to be promoted and furthered.

Section 3.2 - Dues Deductions

a) Maintenance

1. All employees who have authorized Association dues, in effect on the effective date of this Agreement shall have such deduction continued. Contributions from a new employee shall be made only upon signed authorization from the employee only after the Union certifies to the County a list of employees who have authorized such deduction(s). As allowed by law, the County shall deduct from the employees' paychecks and transmit to the Union dues and amounts for any other service, program, or committee provided or sponsored by the Union.
2. For any employee for whom the Union cannot provide such a certification, the County shall cease contribution deductions until such a time when the Union certifies to the County that the employee has authorized such deduction(s).
3. When the Union adjusts the level of dues, provides notice of contributions from new employees, or provides notice of ceasing contributions from employees, the Union shall provide written notice of the adjustment to the County by email. The County shall have two at least two (2) full pay periods following receipt of the notice to implement the change.
4. The County and the Union will comply with the statutes as set forth in SB 866.

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~~Employees covered by this Memorandum who have authorized Union dues deductions in effect as of September 26, 2005 on the effective date of this Agreement, shall continue to have such deductions made by the County during the term of this Memorandum, except that such employees may terminate such dues deductions during the month of June of any year pursuant to Section 3.2(c).~~

~~b) **Condition of Employment**~~

~~Each person employed during the term of this Memorandum shall at the time of employment and as a condition of employment execute an authorization for payroll deduction of Union dues or of a service fee equivalent to Union dues on a form provided by the Union and shall continue said authorization in effect, except that such employees may terminate such dues deductions pursuant to paragraph 3 of this section.~~

~~e)b) **Revocation**~~

~~An employee may terminate his/h~~er~~their authorization for Union dues ~~or service fee deduction~~ by giving notice thereof to the ~~County Controller~~Union, by individual letter postmarked by the U.S. Mail (1) during the month of June, or (2) within thirty (30) calendar days following the date of first employment, whichever applies. The ~~County~~Union shall notify the ~~County~~shall promptly forward a copy of the letter of the ~~revocation~~, ~~to the Union~~.~~

~~An employee who revokes his/her deductions during the month of June shall have the deduction removed on the first pay period in August.~~

~~An employee who revokes his/her deductions within thirty (30) calendar days following the date of first employment shall have the deduction removed following the receipt of the notification by the County.~~

~~d)c) **No Fault**~~

The Union agrees to indemnify, defend, and hold the County harmless from any and all claims, demands, suits, or any other action arising from the provisions of this section or from complying with any demand for termination or revocation hereunder.

~~e)d) **Leaves of Absence**~~

Upon return from leaves of absence, the County shall reinstate the payroll deduction of Union dues for those employees who were on dues check-off immediately prior to taking leave provided the employee has not authorized cancellation of dues check-off in accordance with the prescribed provisions.

Section 3.3 - Notices and Activities

a) **Bulletin Boards**

The Union, where it represents employees of a County department shall be provided by that department use of adequate and accessible space on designated bulletin boards for communications in the Public Health Laboratory, Clinical Laboratory and Nuclear Medicine Departments.

The glass covered, locked bulletin board purchased by the Union and Installed by the Facilities Department will be maintained by the Union in the Public Health Laboratory, Clinical Laboratory and Nuclear Medicine Departments.

b) **Distribution**

The Union may distribute material to employees in its representation unit through normal channels.

c) **Visits by Union Representatives**

Any representative of the Union shall give notice to the department head or ~~his/her~~their designated representative when entering departmental facilities. The representative shall be allowed reasonable contact with employees on County facilities provided such contact does not interfere with the employee's work. Solicitation for membership or other internal employee organization business shall not be conducted during work time. Pre- arrangement for routine contact may be made on an annual basis.

d) **Facilities**

County buildings and other facilities shall be made available for use by the Union or their representatives in accordance with administrative procedures governing such use.

e) **Names and Addresses of Covered Employees**

The County shall supply the Union with a quarterly data processing run of names and addresses and classifications of work of all employees within the bargaining unit. Such list shall be supplied without cost to the Union except that addresses shall not be supplied of those employees who request the County in writing not to provide such information. A copy of such request shall be forwarded to the Union.

f) **Report of Transactions**

The County shall supply the Union a data processing run covering the following employee transactions as are currently available on the system: newly hired employee, reinstatement, re-employment, return from leave, return from military leave, miscellaneous, promotion, return to former class, voluntary demotion, disciplinary demotion, transfer, title change, suspension, temporary military leave,

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injury or illness leave, other leave, indefinite military leave, resignation, probationary resignation, probationary release, provisional release, miscellaneous release, dismissal, retirement, death, layoff.

g) **Notification of Union Coverage**

When a person is hired in any classification covered by a bargaining unit represented by the Union, the County shall notify that person that the Union is the recognized bargaining representative for the employees in said unit and present that person with a Union letter, return envelope and a copy of the current Memorandum of Understanding. The Union shall supply the material and bear the costs.

h) **Printing of Agreement**

The parties agree to share the cost of printing bound copies of this Agreement. The Union shall reimburse the County for the actual cost of copies ordered by the Union. The design and format of the printed Agreement shall be jointly determined by the parties. It is agreed that the contract will be printed not more than one hundred and twenty (120) days after the final agreement is signed by both parties.

Section 3.4 – Negotiation Committee Size

- a) The number of employees on the negotiating committee shall not exceed seven (7). The County shall release up to seven (7) committee members when requested. Such release time will not be unreasonably denied.
- b) Those employees on the negotiating committee who are on their own time during the meetings will not be granted overtime or compensatory time.

NEW - Section 3.5 - New Employee Orientation

- a) The Union shall be allowed a Representative at departmental orientations where there is a newly-hired employee in classifications represented by the Union. Departmental orientations shall be held not less than twice per month, provided the County has hired a new employee or rehired an employee in the intervening period. Newly hired employees and rehired employees are required to attend the departmental orientation as scheduled. Should an employee fail to attend a scheduled departmental orientation, the County shall require such employee to attend the next scheduled orientation session.
- b) The County or department where appropriate, will notify the Union ten (10) days in advance of such orientation sessions, except that shorter notice may be provided in a specific instance where there is an urgent need critical to County operations that was not reasonably foreseeable. Notification of departmental orientation shall include the names of the employees scheduled to attend.

- c) The Union Representative shall be allowed thirty (30) minutes to make a presentation and answer questions to employees in classifications represented by their organization. The Union Representative may present packets including forms or other Union materials to represented employees at orientation. County representatives shall be absent from the room during the portion of orientation conducted by the Union.
- d) The County agrees the Union shall have reasonable access and use of the County facilities in order to conduct the Union's presentation at the scheduled orientation.
- e) One (1) representative may be provided release time to attend orientation sessions. Release time, without loss of compensation or benefits, shall be granted to the Union Representative for the purpose of attending such orientation. Should release time for orientation be needed for less than a full shift, release time shall be granted to the Union Representative for the period of time of the Union's orientation presentation and reasonable travel time. Time spent traveling to a Union orientation session that is held at the beginning of a Union Representative's shift is not compensable. Time spent traveling from a Union orientation session to the Union Representative's home at the end of their scheduled shift is not compensable.
- f) The County shall provide the Union a malleable electronic file containing the name, classification, department, work location, work, home, and cell phone numbers, work and personal email addresses, and home address that the County has on record within the County's Human Resources Information System of any newly hired employee within thirty (30) days of any newly hired employee's date of hire.

ARTICLE 4 - LAYOFF PROCEDURES

TA on 9/11/24

Section 4.1 - Seniority Defined

Except as otherwise provided in Section 4.2 and as modified by this Section, seniority is defined as days of accrued service as computed and reported on the employee's paycheck within a coded classification with County. All time on Workers' Compensation, Military Leave and Maternity Leave (up to six months) shall be counted towards days of accrued service. Original coded unclassified service shall not be counted except that time served pursuant to Santa Clara County Charter 704(h).

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Section 4.2 - Transfer of Prior Agency Service

If a function of another agency is transferred to the County, the seniority of employees who transfer with the function shall be computed based upon application of the definition of Section 4.1 to each employee's prior service with the other agency.

Section 4.3 - Changes to Classes

To the extent possible, employees should not lose their rights under this article because classes have been revised, established, abolished, or retitled.

Section 4.4 - Order of Layoff

The department shall at least annually determine the number of positions in each classification that require a specific skill paid for through a differential. The plan must be approved by the Director of Personnel. In all cases the employees in the department certified in that skill shall be retained in order of seniority until the requisite number of positions are filled.

When one (1) or more employees performing in the same class in a County department/agency are to be laid off, the order of layoff in the affected department/agency shall be as follows:

- a) Provisional employees in inverse order of seniority.
- b) Probationary employees in inverse order of seniority.
- c) Permanent employees in inverse order of seniority.

Section 4.5 - Notice of Layoff

Employees subject to the provisions of this article shall be given at least twenty (20) working days written notice prior to the effective date of layoff. The procedures of Section 4.6 shall be applied prior to the effective date of the layoff.

Section 4.6 - Reassignment in Lieu of Layoff

a) Vacant Code in County

In the event of notice of layoff, any employee so affected will be allowed to transfer to a vacant position in the same classification in any County department/agency, provided the employee meets the specialized qualifications which may be established through testing and examination or by selective certification.

b) Former Classification

In the event there are no vacant codes in the same classification in any department/agency, an employee will be offered a vacant position in any classification at the same or lower level in which permanent status had formerly been held, first in the affected department/agency and then County-wide. The

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employee will not be allowed to transfer to a vacancy that requires skills, as defined in Section 4.8(b), not possessed by that employee.

c) **Displacement**

In the event there are no vacancies as listed in (a) or (b), the employee shall have the right, upon request, to be returned to any classification in the department/agency at the same or lower level in which permanent status had formerly been held and the regular layoff procedure in that same or lower level shall apply.

Section 4.7 - Layoff

- a) In the event that an employee is not reassigned in lieu of layoff as in Section 4.6, or placed in another County position as in Section 4.7(b), the employee shall be laid off. If an employee elects not to exercise the rights in Section 4.6, or does not accept placement under Section 4.7(b), ~~he/she~~they may be deemed to have been offered and to have declined such work.
- b) If an employee has been issued a layoff notice pursuant to Section 4.5 and has no reassignment in lieu of layoff rights pursuant to Section 4.6, then that employee shall be considered for inplacement.

Inplacement is an offer of transfer (within specific wage bands) or demotion to an employee with a layoff notice into a vacant position, which the County intends to fill during the layoff notice period.

The following conditions apply to the inplacement process:

- 1. An employee must be qualified to transfer or demote. The Personnel Director shall determine qualifications.
 - a. Testing requirements would be the same as if the employee had been reclassified.
 - b. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.
- 2. Transfer will be deemed a "lateral transfer" if movement from one class to another does not exceed an upward salary change of five percent (5%), unless a higher amount is provided for in a unit appendix.
- 3. Normal transfer (ordinance code) rules apply (i.e.: the employee can be taken on a permanent or probationary basis at the discretion of the appointing authority). If an employee has underlying permanent status the

probationary period following the transfer shall be considered a subsequent probation. Consistent with this status, the employee on a subsequent probation with underlying permanent status, has Personnel Board appeal rights.

4. The employee may express a preference for certain occupational fields, assignments, or departments. However, the employee has no right to claim any position nor is the County required to offer placement.
5. A position shall not be considered "vacant" for in-placement purposes if the position has been identified as claimable under Section 4.6 by another employee who has been issued a layoff notice under Section 4.5 or by an employee on a re-employment list established pursuant to Section 4.8.
6. An employee who is placed under Section 4.7(b) or laid off under Section 4.7(a) shall have ~~his/her~~their name placed on all re-employment lists pursuant to Section 4.8 for the appropriate classification.
7. In determining placement offers, the Union and the County, on a case-by-case basis, may by mutual agreement include as part of the placement offer:
 - a. basic skill competency training and/or;
 - b. other methods (other than transfer or demotion) of filling vacant positions that do not violate Merit System principles or County Ordinance Code provisions.
8. All in-placement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting, the Personnel Department may assist employees on the re-employment list in addition to those employees with layoff notices. Such employees shall be entitled to all provisions of this Agreement.
9. If an employee is not placed by the effective date of the layoff notice, ~~he/she~~they shall be laid off under the provisions of the layoff notice.

Section 4.8 - Re-employment List

- a) The names of such probationary and permanent employees reassigned or laid off in accordance with Sections 4.6 or 4.7 of this article shall be entered upon a re-employment list in inverse order as specified under Section 4.4. The person standing highest on a re-employment list for a particular classification when a vacancy exists in that classification in any department/agency shall be offered the

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appointment. Employees on re-employment lists shall retain the right to take promotional exams and/or receive promotional preference on exams.

- b) When required by the needs of the department and approved by the Director of Personnel, selective certification may be utilized to re-employ employees with particular skills.

Section 4.9 - Temporary Work for Laid Off Employees

Interested employees who are placed upon the re-employment list due to layoff and who elect to be available for temporary work shall be given preference for such work in their former department/agency in the classification from which they were laid off. The election to be available for temporary work must be made at the time of layoff. Employees may decline to be available for temporary work or may decline such work itself without affecting any rights under this article.

Section 4.10 - Names Dropped from Re-employment List

- a) No name shall be carried on a re-employment list for a period longer than two (2) years, and the names of persons re-employed in a permanent position within the same classification shall, upon re-employment, be dropped from the list. Refusal to accept the one of two offers of re-employment within the same classification shall cause the name of the person to be dropped from the re-employment list.
- b) Employees who are laid off from part-time positions shall be offered full time employment. Employees who are laid off from full-time positions shall be offered part-time positions. However, employee's refusal to accept an offer with more or fewer hours than the position they left, will not be counted as a refusal of an offer of employment under Section 4.10 a).

Section 4.11 - Rights Restored

Upon re-employment of an employee from a re-employment list, all rights acquired by an employee prior to ~~his/her~~their placement on such list shall be restored.

Section 4.12 - Unclassified Appointment to Classified Position

No officer or employee, while holding a position in the unclassified service, shall be assigned to or occupy any classified position.

Section 4.13 - Rights Upon Promotion or Transfer to Unclassified Service

Any permanent employee who receives a provisional or probationary promotion, or who is transferred or promoted to a position in the unclassified service shall retain all rights and benefits as a permanent employee of ~~his~~their former class while in such provisional, probationary or unclassified status. These include the right to participate in promotional

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examinations, the right to return to ~~his~~their former class if released while in such status. All such service shall count toward seniority credits in the employee's former class in the event the layoff procedure is involved.

Any permanent employee who receives a provisional promotion, or who is transferred or promoted to a position in the unclassified service the duration of which is known to be for less than six (6) months, shall be considered to be on leave from ~~his~~their permanent position, and departments are authorized to make substitute appointments to such vacated positions.

ARTICLE 5 - PAY PRACTICES

**County is not in agreement with Union Package Proposal dated 11/22/24,
County's Package Proposal modifies CP11 dated 10/29/24**

Section 5.1 - Salaries

- a) Employees in all classifications in this unit shall continue to pay the employee's required periodic Social Security (OASDI and Hospital Insurance) contribution (if any) for the term of this agreement.
- b) The basic pay plan consists of the salary ranges and the assignment of classes to such ranges as provided in the salary ordinance. Each employee shall be paid within the range for ~~his~~her~~their class according to the following provisions, unless otherwise provided in the salary ordinance:~~

Step 1

The first step in each range is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or a person of unusual qualifications is engaged, the Director, with the approval of the Deputy County Executive, may approve appointment at the second through fifth step. If a worker is hired under the difficult-to-secure qualified-personnel clause, the County will move those workers within that same class to the same salary step as that being received by the new worker.

Step 2

The second step shall be paid after the accumulation of six (6) months of competent service at the first step.

Step 3

The third step shall be paid after the accumulation of twelve (12) months of competent service at the second step.

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Step 4

The fourth step shall be paid after the accumulation of twelve (12) months of competent service at the third step.

Step 5

The fifth step shall be paid after the accumulation of twelve (12) months of competent service at the fourth step.

Step 6

The sixth step is set at 5% above Step 5 after accumulation of 36 months at the fifth step.

Step 7

The seventh step is set at 5% above Step 6 after accumulation of 36 months at the sixth step, or 72 months of competent service at the fifth step, or at least after 10 years of service with the County according to Days of Accrued Service as reported on the employee’s paycheck; ex. 261 days=1 year.

Step 8

The eighth step is set at 2.5% above Step 7 after 4 years at Step 7, or at least after 15 years of service with the County according to Days of Accrued Service as reported on the employee’s paycheck; ex. 261 days=1 year.

Step 9

The ninth step is established and set at 2.5% above Step 8, after 5 years at Step 8, or at least after 20 years of service with the County according to Days of Accrued Service as reported on the employee’s paycheck; ex. 261 days=1 year.

~~Realignments: Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), the salaries of the employees in the classifications listed below shall receive realignment, as indicated:~~

Job Code	Classification	
R46	Public Health Laboratory Microbiologist	6.5%
R43	Senior Public Health Laboratory Microbiologist	6.5%
R7G	Nuclear Medical Technologist	3%
R95	Nuclear Medical Technologist	3%
R94	Senior Nuclear Medical Technologist	3%
R57	Cytotechnologist	5%
R58	Senior Cytotechnologist	5%
R66	Histologic Technician	5%

R65	Senior Histologic Technician	5%

This is a comprehensive package proposal. The general wage increases outlined below are contingent and predicated upon accepting the entire package proposal including, but not limited to, Article 18 - Strike and Lockouts and Article 22 – Management Rights. Rejection or non-acceptance of any part of this package proposal will result in the County reverting to its prior proposal on October 29, 2024, including, but not limited to, the general wage increases.

c) Salaries and Payments

Effective after ratification by the Board of Supervisors¹ (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), all salaries shall be increased by ~~three~~ **five** percent (~~3.0~~ **5.0**%) and shall be listed in the appendices attached hereto and made a part thereof.

Effective ~~September 21, 2020~~ TBD², Pay Period ~~20/21~~, all salaries shall be increased by ~~three~~ **four** percent (~~3.0~~ **4.0**%) and shall be listed in the appendices attached hereto and made a part hereof.

Effective ~~September 20, 2021~~ TBD, Pay Period ~~21/20~~ TBD, all salaries shall be increased **three** percent (**3.0**%) and shall be listed in the appendices attached hereto and made a part hereof.

Effective ~~September 19, 2022~~ TBD, Pay Period ~~22/20~~ TBD, all salaries shall be increased by **three** percent (**3.0**%) and shall be listed in the appendices attached hereto and made a part hereof.

~~Effective September 18, 2023, Pay Period 23/20 TBD, all salaries shall be increased by three percent (3.0%) and shall be listed in the appendices attached hereto and made a part hereof.~~

¹ In order for the wage increase to be implemented on the pay period immediately succeeding the expiration of this MOA, the first reading of the BOS must occur on September 10, 2024. Accordingly, a TA must be reached with sufficient time for the union's internal ratification process and the County's internal preparation process to be completed before September 6, 2024.

² Effective date will be 26 pay periods (or 27 dependent on the payroll calendar year) after the general wage increase negotiated for Year One of the contract has been implemented. Subsequent increases in Years Three and Four shall follow the same schedule.

Section 5.2 - Work Out of Classification

When an employee is temporarily assigned work out of classification in a supervisory position designated by the Labor Relations Division within the same representation unit represented by the Union, or is assigned to perform all the duties of the Administrative Director, the Assistant Administrative Director, or the Chief Public Health Laboratory whose assigned functions are to supervise in his/her/their absence, the employee will receive a pay differential consistent with the promotional pay procedure as set forth in Section A25-661 of the Santa Clara County Ordinance Code commencing on the first (1st) such working day such assignments must be for a full eight (8) hour shift.

Section 5.3 - Lateral Transfers

- a) When making a lateral transfer or demotion to another class, an application review by the Personnel Director shall be deemed an appropriate qualifying examination for employees in instances where a qualifying examination is required. If otherwise qualified under this provision and the only prohibition to lateral transfer is the salary of the new class, it shall be deemed to be a lateral transfer if the move from one classification to another does not exceed ten percent (10%) upward range movement.
- b) ~~Santa Clara Health and Hospital System~~ Santa Clara Valley Healthcare shall post notices regarding transfer opportunities at all hospitals on the bulletin boards for a period of seven (7) consecutive days. This will facilitate transfer of permanent employees within their current job classification before outside applicants are considered. Upon approval by the appointing authority, the transfer of permanent employees will be made when an applicant is hired and trained to replace the transferring employee.
- c) Permanent vacancies the County intends to fill within the same classification shall be filled by seniority (days of accrued service) provided the senior employee is equal to all other interested employees in terms of merit and ability and is able to perform the duties of the position with minimal orientation.
- d) The County may do external postings during the seven (7) day period but may not fill the positions with external candidates until the process in Section 5.3.b is completed or there are no internal candidates to select from.

Section 5.4 - Overtime Work

- a) **Overtime Defined - Employees Covered by the Fair Labor Standards Act (FLSA)**

For hospital workers, overtime is defined as time worked beyond eighty (80) hours in any fourteen (14) consecutive day work period, or beyond eight (8) hours in any

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workday. Time for which pay is received but not worked such as vacation, sick leave, and authorized compensatory time off, will be counted towards the base period.

If the Fair Labor Standards Act is determined by the U.S. Supreme Court or legislation to not apply to state and local government (a) will be deleted and (b) shall apply to all classifications.

b) **Overtime Defined - Employees Exempt from the FLSA**

For hospital employees, overtime is defined as time worked beyond eighty (80) hours on a biweekly pay period, or beyond eight (8) hours in any workday except as mutually agreed upon between the County and the Union. Time for which pay is received but not worked such as vacation, sick leave, and authorized compensatory time off, will be counted towards the base period.

The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

c) **Rate of Pay**

When overtime work is assigned and is authorized by an appointing authority to be worked, compensation for such time worked shall be time off with pay computed at the rate of one and one-half (1 1/2) hours off for every hour of overtime worked, except that such overtime work shall be paid in cash at the rate of one and one-half (1 1/2) times the regular hourly rate of pay, for workers where required by State or Federal law or when specifically authorized by administrative order of the County Executive. The overtime rate shall increase from one and one-half (1-1/2) hours for each hour worked to two (2) hours for each hour worked after the first four (4) hours of overtime contiguous to the employee's regular shift of a minimum of eight hours. Thereafter, this increased overtime rate shall be paid for each additional hour of continuous overtime work. All compensatory time off must be taken within twelve (12) months of the date the overtime was worked, and failure to take the compensatory time off shall be deemed a waiver of the compensatory time by the employee. In the event the appointing authority does not provide compensatory time off during the mandatory time period, the employee may take compensatory time off as a matter of right immediately before the end of the pay period in which the compensatory time would be lost except as modified below for the Public Health Department. Compensatory time balances shall be paid in cash on separation.

d) **Compensation of Overtime Other Than Holiday Pay:**

The Public Health Department shall pay employees in this Unit in cash for only the amount of earned compensatory time that will otherwise be forfeited in a given pay period under the following conditions:

1. The employee has been notified of the impending forfeiture, and
2. The employee has made a reasonable attempt to schedule time off prior to forfeiture date.

e) **Overtime Compensation Procedure for ~~Santa Clara Health and Hospital System~~Santa Clara Valley Healthcare**

Pathology Division

1. For those classes authorized by the County Executive, the employee will be given the option of taking overtime compensation as either pay or time off at the rate of one and one-half (1 1/2) times regular rate for time worked over eight (8) hours in a twenty-four (24) hour period or eighty (80) hours in a two (2) week pay period. The overtime rate shall increase from one and one-half (1 1/2) times for each hour worked to double time (2x) for each hour worked after the first four (4) hours of overtime contiguous to the employee's regular shift of a minimum of eight hours. Thereafter, this increased overtime rate shall be paid for each additional hour of continuous overtime worked.
2. There will be a limit of forty-eight (48) hours of compensatory time that can be accumulated after which pay will automatically be given. The compensatory time will accumulate on the pay statement along with vacation, etc., and will be in a separate column from personal leave. The compensatory time will remain available for one (1) year from the date it was entered. If it has not been used in one (1) year, it will automatically be lost. Advance permission must be requested from the supervisor in charge prior to taking this time off. Every effort possible will be made to allow employees to take their earned compensatory time off.
3. Each individual will be required to indicate on the time sheet for each pay period whether they want pay or compensatory time by a "P" or "CT" in the row that they sign in on. If no indication is made, then pay will be given.

Section 5.5 - Automatic Check Deposit

All employees not currently enrolled in direct deposit will be required to enroll six (6) months from the effective date of this Agreement. All new employees will be required to use automatic deposit as a condition of employment.

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ARTICLE 6 - PREMIUM PAY

**County is not in agreement with Union Package Proposal dated 11/22/24,
County's Package Proposal modifies CP11 dated 10/29/24**

Section 6.1 - Hazard Duty Pay

A premium for Hazard Duty of ninety-five cents (\$.95) per hour shall be paid to coded employees who are assigned to draw blood within the Inpatient Psychiatric Unit of Valley Medical Center. Pay will be made for only the hours assigned and worked in the Inpatient Psychiatric Unit. This payment shall be made irrespective of classification, pay level, overtime status, holiday work or other wage variations.

An employee must work a minimum of thirty (30) consecutive minutes per entry into the Inpatient Psychiatric Unit prior to being eligible for Hazard Duty premium. Coded classifications shall receive an additional full hourly premium for time worked of more than six (6) minutes in any hour after the first hour of work. The Hazard Duty premium shall not be allowed in computing payments at the time of termination.

Section 6.2 - Shift Differentials

- a) Evening Shift means an assigned schedule of work hours of which not less than one-half (1/2) the total number of hours are worked after 5:00 p.m. and before 1:00 a.m. (actual time worked). The hourly rate of pay for evening shift differential is five six dollars (~~\$65.00~~) per hour.
- b) Night Shift means assigned schedule of work hours of which not less than one-half (1/2) the total number of hours plus one (1) hour are worked after 1:00 a.m. and before 8:00 a.m. The hourly rate of pay for night shift differential is seventen dollars and fifty cents (~~\$107.500~~) per hour.
- c) The above differentials are paid on productive hours worked only.

Section 6.3 - On-Call Pay

- a) On-call is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority, subject to the approval of the County Executive. On-call duty is in addition to and distinct from the normal work week. This Section is not applicable to those situations where employees are recalled to work when not previously placed on an on-call status (no pyramiding).
- b) Employees assigned to On-Call shall receive, in addition to their regular salary, one-half (1/2) of their regular base rate of pay for each hour of assigned call duty, except for Senior Public Health Microbiologist and Public Health Microbiologist,

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which are eligible for thirty-three dollars (\$33) per each hour of assigned on-call duty.

Section 6.4 - Call-Back Pay

If overtime work does not immediately follow or precede the regular work shift, a minimum of four (4) hours call-back time shall be credited the worker.

Call-back pay is subject to all overtime provisions.

Section 6.5 - Bilingual Pay

On recommendation of the appointing authority and the Director of Personnel, the County may approve payments of one hundred and forty dollars (\$140) per month to a bilingual employee whose abilities have been determined by the Director of Personnel as qualifying to fill positions requiring bilingual speaking and/or writing ability. Bilingual skill payments will be made when:

- a) Public contact requires continual eliciting and explaining information in a language other than English; or
- b) Where translation of written material in another language is a continuous assignment; or
- c) The position is the only one in the work location where there is a demonstrated need for language translation in providing services to the public.

The County shall review positions covered by this Agreement not less than annually to determine the number and location of positions to be designated as requiring bilingual abilities. Upon the request of the Union, information shall be provided regarding the determination of the County.

Section 6.6 - Weekend Shift Differential

A weekend differential of ~~onetwo~~ one dollar ~~s and seventy cents~~ (~~\$21.070~~) per hour will be paid for productive time worked on a Saturday and/or Sunday. This differential shall not be pyramided with other penalty premiums or paid on overtime shifts. The value of the weekend differential does not increase regardless of hours worked or rates of pay, etc.

Section 6.7 – Specialized Certification Differential

One (1) Sr. Public Health Microbiologist or one (1) Public Health Microbiologist in the Public Health Laboratory who possesses a California Laboratory Scientist license shall receive an additional **two dollars (\$2.00)** per hour for the hours they are assigned to and perform blood lead testing.

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ARTICLE 7 - REST PERIODS

TA on 9/11/24

All employees shall be granted and take a rest period of fifteen (15) minutes during each half shift of four (4) hours of work. Rest periods shall be considered as time worked for pay purposes. If a rest break is not taken, the employee is not entitled to an earlier quitting time.

Rest Period Between Shifts-

a) **Unbroken Rest Period-**

Employees shall have an unbroken rest period of twelve (12) hours between any eight-hour shifts. If hours are involuntarily assigned, and outside of the assigned work schedule, all hours worked within the twelve (12)-hour rest period shall be paid at the rate of time and one-half (1-1/2). This provision shall not apply to employees assigned to relief schedule.

b) **Waiver-**

This provision may be waived upon the written request of the Employee and with the agreement of the supervisor. This provision is waived if either a hospital emergency, disaster beyond the employer's control and/or acts of God require the services of the employees.

c) **Non-Duplication of Overtime-**

Payment of overtime rates shall not be duplicated for the same hours worked under any of the terms of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions.

ARTICLE 8 – HOLIDAYS

TA on 9/11/24

Section 8.1 - Legal Holidays

- a) January 1st
- b) Third Monday in January
- c) Third Monday in February
- d) March 31st (Cesar Chavez Day)

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e) Juneteenth, June 19th

~~e)f)~~ Last Monday in May

~~f)g)~~ July 4th

~~g)h)~~ First Monday in September

~~h)i)~~ Second Monday in October

~~i)j)~~ Veteran's Day to be observed on the date State of California workers observe the holiday

~~j)k)~~ Fourth Thursday in November (Thanksgiving Day)

~~k)l)~~ The Friday following Thanksgiving Day (Day after Thanksgiving)

~~l)m)~~ December 25th

~~m)n)~~ Other such holidays as may be designated by the Board of Supervisors

All previous informal time off practices are eliminated and unauthorized.

Section 8.2 - Observance

Employees shall enjoy the same number of holidays, regardless of variations in workweeks. Holidays which fall on Sunday are observed on the following Monday. Holidays which fall on Saturday shall be observed on the preceding Friday. Holidays which fall during a vacation period or when an employee is absent because of illness shall not be charged against the employee's vacation or sick leave balance. When the County holidays fall on an employee's scheduled day off, the day shall be added to the employee's vacation balance.

Section 8.3 - Holiday Work ~~(suspended for Fiscal Year 2015)~~

If holiday work is assigned and authorized by the County Executive, such time worked by regular employees shall be paid in cash at a rate of one and one-half (1 1/2) times the regular hourly rate, plus any holiday pay to which the employee may be entitled. An employee may elect in advance to receive compensatory time off credit in lieu of cash compensation.

Section 8.4 - Christmas and New Year's Holiday - Actual Calendar Day vs. Day of Observance

Employees who work on Christmas Day or New Year's Day (when Christmas or New Year's actually falls on a Saturday or Sunday) shall receive holiday pay for the time worked on Christmas Day or New Year's Day. For those employees who receive holiday pay for work on Christmas Day or New Year's Day in accordance with this section, the

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Friday preceding, or the Monday following shall not be considered as a holiday for pay purposes.

ARTICLE 9 - SCHEDULED TIME OFF PLAN (STOP)

TA on 9/11/24

- a) The County agrees to continue the Scheduled Time Off Program (STOP).
- b) In the event the employee does not take all the scheduled time off to which entitled in the succeeding twenty-six (26) pay periods, the employee shall be allowed to carry over the unused portion, provided that the employee may not accumulate more than three (3) years' earnings.
- c) Upon death, retirement, or resignation in good standing all of the balances (including current sick leave balances placed in the bank) in the Sick Leave Bank will be paid off at the following rates:

<u>Years of Services with County</u>	<u>Paid at</u>
0 through 9 years	0%
10 years or more	2% for each full year to maximum of 50%

- d) STO balance paid off upon termination at 100%.

<u>STO Working Days Per Year</u>	<u>Hours Per Pay Period</u>	<u>Hours Per Sick Leave</u>	<u>Pay Period Accrual</u>
1st year (261 days)	19 days	5.846	8 days 2.462
2 - 4 years (262 - 1044 days)	21 days	6.461	8 days 2.462
5 - 9 years (1045 - 2349 days)	25 days	7.962	8 days 2.462
10 - 14 years (2350 - 3654 days)	27 days	8.307	8 days 2.462

15 - 19 years (3655 - 4959 days)	29 days	8.923	8 days	2.462
20 years (4960 days)	31 days	9.538	8 days	2.462

e) Should the County negotiate any additional sScheduled Time Off Pplan with another employee organization they shall meet and discuss such plan with this Unit.

f) **Annual Cash Out of STO**

Employees may request to cash out up to (80) PTO hours during the calendar year in which the PTO hours are earned, paid out at the employee's current pay rate exclusive of any premium pays or differentials, but to do so, employees must make an irrevocable election in November of the preceding calendar year of the number of hours to cash out in the upcoming calendar year. An employee's failure to elect a specific cash out amount in November for the following year shall preclude the employee from cashing out any PTO hours. Employees may elect to receive payment of the elected hours at any time during the calendar year for which the election was made, but only after the PTO hours are accrued. Hours that have been elected for cash out, that remain uncashed by pay period 25 of the payroll calendar year will be cashed out to the employee by the Controller's Office in pay period 25 of the payroll calendar year.

~~e) — Employees who use no sick time for a period of one year, beginning pay period, 20/01 (December 29, 2020) through pay period 20/27 (December 27, 2021) shall be allowed to cash out 40 or 80 hours of STO. Eligible employees shall submit their request to Labor Relations during the month of January 2021, and payment will be made during the month of February 2021.~~

~~f) — Employees who use no sick time for a period of one year, beginning pay period, 21/01 (January 10, 2021) through pay period 21/26 (December 26, 2021), shall be allowed to cash out 40 or 80 hours of STO. Eligible employees shall submit their request to Labor Relations during the month of January 2022, and payment will be made during the month of February 2022.~~

~~g) — Employees who use no sick time for a period of one year, beginning pay period, 22/01 (January 9, 2022) through pay period 22/26 (December 25, 2022), shall be allowed to cash out 40 or 80 hours of STO. Eligible employees shall submit their~~

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~~request to Labor Relations during the month of January 2023, and payment will be made during the month of February 2023.~~

~~h) Employees who use no sick time for a period of one year, beginning pay period 23/01 (January 8, 2023) through pay period 23/26 (December 24, 2023), shall be allowed to cash out 40 or 80 hours of STO. Eligible employees shall submit their request to Labor Relations during the month of January 2024, and payment will be made during the month of February 2024.~~

~~i) Employees who use no sick time for a period of one year, beginning pay period 24/01 (January 7, 2024) through pay period 24/26 (December 22, 2024), shall be allowed to cash out 40 or 80 hours of STO. Eligible employees shall submit their request to Labor Relations during the month of January 2025, and payment will be made during the month of February 2025.~~

~~j)g) For a twenty (20) hour employee (0.5 FTE) an amount equal to one shift (4 hours) for each unscheduled absence due to illness or any other reason shall be charged to STO. Unscheduled absences due to verified illness beyond an amount equal to one shift (4 hours) shall be charged to the Sick Leave Bank.~~

ARTICLE 10 - LEAVE PROVISIONS

On 9/19/24, Union in agreement, CP6 dated 9/12/24

Section 10.1 - Leave Without Pay

Reasons granted - leaves of absence without pay may be granted to employees for up to one (1) year. Extensions to leaves approved for less than one (1) year shall not unreasonably be denied provided adequate advance notice is given. If an employee wishes to return to work early from a leave of absence, he/shethey shall provide reasonable advance notice to the appointing authority. Leaves beyond one (1) year may be granted due to unusual or special circumstances. The following are approved reasons for such leave:

- a) Illness beyond that covered by sick leave.
- b) Education or training which will benefit the County.
- c) Other personal reasons, which do not cause inconvenience on the department.

This option shall not be available to any County employee where Federal law prohibits leave without pay.

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Section 10.2 - Revocation

A leave may be revoked by the Director of Personnel upon evidence that the cause for granting it was misrepresented or has ceased to exist.

Section 10.3 - Vacation Leave Without Pay Option

An employee must receive prior approval from ~~his/her~~their supervisor to use leave without pay for an authorized vacation absence.

The department may assign leave without pay for an unauthorized absence.

This option shall not be available to any County employee where Federal law prohibits leave without pay.

Section 10.4 - Failure to Report

Failure of an employee to report for three (3) or more consecutive working days for assigned duties without notification to the department and without legitimate reason for absence may result in discipline up to and including suspension and termination.

Section 10.5 - Seniority Rights

~~Maternity-Parental~~ leaves of more than thirteen (13) pay periods; leaves of absence of more than two (2) pay periods and suspensions shall not be counted as time spent in a salary step in computing eligibility of the employee for further salary increases. All time spent on industrial leave shall be counted.

Section 10.6 - Family Leave

a) Paid and/or unpaid leaves of absence may be granted by the County as designated in the County Leave of Absence Policy and/or County Ordinance. The Leave of Absence Policy provides information related to paid and/or unpaid leaves of absence, including leaves provided by Federal or State law, and provides eligibility requirements, guidelines and procedures for paid and/or unpaid leaves of absence. Leaves provided by Federal or State law are not subject to the grievance procedure of this agreement.

Upon request, family leave, with or without pay, shall be granted to attend the serious health condition of a family member in accordance with the Family and Medical Leave Act, California Family Rights Act, and the County's Leave of Absence Policy, and/or County ordinance for a period of up to six (6) months.

Maternity Leave

1. Length

~~Upon request, maternity leave without pay shall be granted to biological or adoptive parents by the appointing authority for a period of up to six (6)~~

~~months. With notice no less than one (1) month prior to the conclusion of the leave, such leave may be extended up to one (1) year upon approval of the appointing authority. A request for extension can only be denied for good cause. An employee who is pregnant may continue to work as long as her physician approves. Adoptive parents shall not be covered by County medical benefits while on maternity leave except as otherwise provided by law.~~

~~2. Sick Leave Use~~

~~If, during the pregnancy leave or following the birth of a child, the employee's physician certifies that she is unable to perform the duties of her job, she may use her accumulated sick leave during the period certified by the physician.~~

~~a) Paternity Leave~~

~~Upon request, paternity leave without pay shall be granted to biological or adoptive parents not to exceed six (6) months.~~

~~b) Other Family Leave~~

~~Upon request, family leave shall be granted for the placement of a foster child or to attend to the serious illness of a family member in accordance with the County's Family & Medical Leave Policy, for a period up to three (3) months.~~

b) Sick Leave Used for Care of Immediate Family

An employee will be entitled to use one half (1/2) of his/hers annual accrued leave ~~in order so~~ that he/shes may care for a sick or injured member of his/hers immediate family requiring his/hers care, or in order that he/shes may obtain medical consultation to preserve his/hers health. "Immediate family" shall mean the ~~father, mother, parent, grandmother, or grandfather~~ grandparent of the employee or of the spouse or of the ~~same sex registered~~ domestic partner of the employee and the spouse, son, child, son-in-law, daughter, daughter-in-law, brother or sister sibling of the employee or any person living in the immediate household of the employee.

Section 10.7 - Leaves to Perform Jury Duty or to Respond to a Subpoena

a) Response to Summons

An employee shall be allowed to take leave from his/hers County duties without loss of wages, vacation time, sick leave or employee benefits for the purpose of responding to summons to jury selection or serving on a jury for which he/shes has have been selected, subject to the limitation that an employee shall receive paid leave to serve on a jury for which he/shes has have been selected not

more than once during a calendar year and provided that he/she/they executes a written waiver of all compensation other than the mileage allowance, for which he/she/they would otherwise receive compensation by virtue of his/her/their performance of such jury duty. No employee shall be paid more than his/her/their regular shift pay or regular workweek pay as a result of jury duty service. The employee is required to notify his/her/their appointing authority when he/she/they has/have received a jury summons and when his/her/their jury service is completed.

b) **Jury Duty**

Nothing in this Section shall prevent any County employee from serving on a jury more than once per calendar year, provided, however, that such additional periods of absence from regular County duties as a result thereof shall be charged, at the option of such employee, to either accrued vacation time or leave without pay.

c) **Response to a Subpoena**

No employee shall suffer loss of wages or benefits in responding to a subpoena to testify in court if that employee is not a party to the litigation.

d) **Release Time**

In the event a night shift employee is called to court under the above provision, the following shall apply:

1. Swing or PM shift shall have release time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of wages or benefits.
2. Night or Graveyard shall have release time on the shift prior to court attendance; and that employee shall suffer no loss of wages or benefits.

e) **Return to Work**

For the purpose of this Section, an employee who responds to a summons to jury duty and who is not selected as a juror shall not be deemed to have performed jury duty and shall return to work as soon as possible.

Section 10.8 - Workers' Compensation

a) **Leave Without Pay**

Every employee shall be entitled to industrial injury leave when ~~he/she~~ the employee is unable to perform services because of any injury as defined in the Worker's Compensation Act.

b) **Compensation**

An employee who is disabled as a result of an industrial injury shall be placed on leave, using as much of his/her/the employee's accumulated compensable

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overtime, ~~his/her~~ accrued sick leave and vacation time as when added to any disability indemnity payable under the Worker's Compensation Act will result in a payment to him/her/the employee of not more than ~~his/her/the employee's~~ full salary. The first three (3) days shall be charged to the employee's accrued but unused sick leave. If the temporary disability period exceeds fourteen (14) calendar days, temporary disability will be paid for the first three (3) days and its value will be credited towards the employee's sick leave, compensable overtime or vacation time balance.

Section 10.9 - Educational Leave

- a) All full-time coded employees will be credited with forty (40) hours educational and training leave; part-time coded personnel employed will be given prorated credits. The prorated credit will not be altered during the term of this Memorandum.
- b) Mandatory or scheduled attendance (as required by the department) at educational programs such as institutes, conferences, seminars, symposiums, lectures, et al., will be charged against educational leave.
- c) It is understood that an employee shall have a choice in the selection of the types of educational and training programs in which ~~he/she/they~~ will participate except for that training mandated.
- d) Details in the written application for educational leave shall include: a description of its course, institute, workshops or class, seminar, date held, cost, and such other information as may be required by the department. The application shall be received by the designated administrative office no less than thirty (30) days prior to the requested date of leave. At least fifteen (15) days prior to the commencement of the leave of absence date, the administrative designee shall respond.
- e) In all instances herein above set forth, the leave requested shall be subject to approval by the department. Approval shall not unreasonably be withheld.

It is agreed that such leaves shall not unduly interfere with staffing requirements or duplicate training offered by the County.

It is agreed that all of the above set forth activities shall be formally organized; be related to laboratory practices within the facility employed; and primarily relate to the individual's assignment.
- f) Proof of attendance may be requested by the department. The employee may be requested to make a report on such activity in writing and an oral presentation to the staff.

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- g) It is agreed that when education and training is selected voluntarily by the employee, fees and travel expenses related thereto are the sole responsibility of the technologist. Absence from work incidental to education and training, such as travel, shall be charged to educational leave, with the approval of the manager.

Section 10.10 - Professional Development Fund (~~suspended for Fiscal Year 2015~~)

- a) The County will fund, on a matching basis, a maximum of five thousand dollars (\$5,000) per Contract year for individual professional development. This amount is over and above the tuition reimbursement program of the County and the departmental programs as presently funded/budgeted. Matching expenses shall be on a 50/50 basis, and the maximum draw per employee per fiscal year is limited to seven hundred and fifty dollars (\$750.00). All programs must be approved by the County before time off or payment is granted.

b) General Provisions

Employees in the following classifications are eligible for reimbursement of costs of a State required license in accordance with the provisions of this fund:

Classifications:

Supervising Clinical Laboratory Scientist
Clinical Laboratory Scientist I Cytotechnologist
Histologic Technician
Medical Laboratory Technician
Nuclear Medicine Technologist
Public Health Microbiologist
Clinical Laboratory Scientist II
Senior Clinical Laboratory Scientist
Senior Cytotechnologist
Senior Histologic Technician
Senior Nuclear Medicine Technologist
Senior Public Health Microbiologist
Clinical Laboratory Scientist Manager
Associate Clinical Laboratory Scientist Systems Specialist
Clinical Laboratory Scientist Systems Specialist

Should ESC no longer represent any of these classifications, this provision shall remain in effect for the remaining classifications. Workers shall not lose any rights to this fund because of reclassification or retitling of a classification as long as the new classification also has a State required license.

Should State Legislation be passed mandating licensure for additional classifications represented by ESC, the County and the Union shall meet and confer over their inclusion in this provision.

This fund shall apply to all employees in classifications noted above who are required by the State to pay licensure/certification fees.

Based upon the number of claims received, up to ~~thirteen~~fourteen thousand ~~three~~eight hundred dollars (\$~~134,380~~0) will be disbursed on a prorated basis to each claimant up to the maximum.

- c) Employees in the classifications listed in section b) are eligible for reimbursement of costs of a State required license in accordance with the provisions of this fund.

The County will fund a maximum of ~~thirteen~~fourteen thousand ~~three~~eight hundred dollars (\$~~134,380~~0) each contract year to be disbursed to employees eligible for licensure reimbursement.

Eligible employees shall submit claims for reimbursement of fees paid for state-mandated licenses (and fees for required duplicate licenses) by no later than June 10th of each fiscal year covered by this contract. The amount an employee may claim is one-years' worth of eligible licensure fees. For example, a claim for a license with a 5-year term can be submitted for reimbursement of one-fifth of the total cost of the license. To claim the entire 5-year license, the eligible employee must submit a claim each of the five years covered by the license. ESC agrees to collect all of the eligible claims and submit to Employee Development as a group by the June 10th deadline each fiscal year covered by this agreement.

Claims will be submitted on the Engineers and Scientists Licensure Claim form provided by Employee Development. Documentation showing proof of cost and a copy of the renewed license is required as part of each claim. Eligible claims will be processed and reimbursed based on the pro-rated share of the total that was submitted by June 10th (up to the maximum documented by each claim).

- d) Should the State alter the term of renewal for licenses, the County and the Union shall meet regarding the possible reapportionment of Licensure Fund within the existing allotment.

Section 10.11 - Bereavement Leave

Leaves of absence with pay shall be granted employees in order that they may discharge their customary obligations arising from the death of a member of ~~their a~~ immediate family ~~member~~. "Immediate family member" shall mean the child, parent, sibling, grandparent, grandchild, spouse, domestic partner, parent-in-law, stepparent, child-in-law, sibling-in-

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~~law, any person living in the immediate household of the worker, and any other family member for whom bereavement leave is required by law. mother, father, grandmother, grandfather of the employee or of the spouse of the employee or of the same-sex domestic partner of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or grandchild of the employee or any person living in the immediate household of the employee.~~

Up to five (5) days with pay shall be granted with the first two (2) days not charged to any accumulated balance, and the additional three (3) days chargeable as sick leave for the third through fifth day, if necessary.

ARTICLE 11 - BENEFIT PROGRAMS

TA on 9/11/24

Section 11.1 - Dental Plan

~~The dental benefit provisions shall remain in effect through June 30, 2009, as set forth in the "Benefit Plan Rates - Fiscal Year 2009" dated June 23, 2008. Thereafter, t~~The County will continue to provide the dental benefits offered to other County employees in accordance with Article 17, Parity Provisions.

Section 11.2 - Medical Insurance

~~The Medical Insurance provisions shall remain in effect through June 30, 2009, as set forth in the "Benefit Plan Rates - Fiscal Year 2009 - CORRECTION," dated June 23, 2008. Thereafter, t~~The County will continue to provide the ~~dental~~medical benefits offered to other County employees in accordance with Article 17, Parity Provisions.

~~Effective November 1, 1999, s~~Spouses, including ~~same-sex~~registered domestic partners, who are both County employees shall be eligible for coverage under one medical plan only with the County paying the full premium for dependent coverage. ~~The employee only coverage will be dropped effective with the end of the open enrollment period in 1999.~~ County employee couples are not eligible to participate in the Health Plan Bonus Waiver Program.

Domestic Partners

The County will continue ~~same-sex~~registered domestic partner coverage.

Health Insurance Premium Sharing: The County and covered workers will share the cost of medical plan premiums. The worker share shall be as follows:

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Provider	Single	Adult and child(ren)	Two adults	Family
Valley Health Plan	0%	0%	0%	0%
Non-VHP HMO	\$6.73	\$12.12	\$14.14	\$19.52
POS	\$12.85	\$27.21	\$27.21	\$27.21

Section 11.3 - Vision Care

~~The Vision Care provisions shall remain in effect through June 30, 2009, as set forth in the "Benefit Plan Rates – Fiscal Year 2009 – CORRECTION," dated June 23, 2008. Thereafter, t~~The County will continue to provide the dental-vision benefits offered to other County employees in accordance with Article 17, Parity Provisions.

Section 11.4 - Life Insurance

The Basic Group Life Insurance Plan is twenty-five thousand dollars (\$25,000) per employee for the term of this Agreement.

Section 11.5 - Deferred Compensation

The County will continue the present deferred income plan if the County proposes to change the plan it shall provide appropriate notice to the Union.

Section 11.6 - Part-Time Employees

Employees filling part-time positions of half-time or more shall receive all other benefits of this Agreement except as modified below:

- a) Those employees who elect to be covered by the County's insurance package (medical, dental, healthvision, and life) or medical coverage only shall authorize a payroll deduction for the appropriate prorated cost.
- b) Employees may withdraw from the insurance package at any time when they have a qualifying event. Employees may enroll in the insurance package upon entering part-time, upon changing from any increment of part-time to any other increment of part-time or to full-time, or once per year during the County-wide insurance open enrollment window.
- c) Any employee who becomes a part-time employee as a result of layoff from full-time will continue to receive full-time benefits until such time as he/she/they is-are offered a full-time position in his/her/their current classification or higher.
- ~~d) All employees who are in a part-time status as of December 5, 1983, shall continue to receive health, dental and life insurance as full-time employees.~~

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~~e) Part-time workers may elect to be covered by either the County's health care package (medical, dental, vision and life) or medical coverage only and shall authorize a payroll deduction for the appropriate pro-rated costs.~~

~~f)d) Any worker in a part-time status who pays for medical benefit coverage will be reimbursed bi-weekly the additional pro-rated premiums consistent with any hours worked above the worker's coded status the previous pay period have premiums prorated to account for any additional overcode hours.~~

Section 11.7 - Malpractice Protection

The County's obligation to defend and indemnify its officers and employees is prescribed by California Government Code 825 et seq. and 995 et. seq. County shall indemnify and defend employees in this unit in accordance with the applicable law when and if they are sued for errors or omissions (malpractice) within the course and scope of their duties, save and except where the applicable law excuses County's obligation to defend and/or indemnify (e.g., fraud, malice, etc.). This paragraph and the terms and conditions thereof shall be enforceable at law in accordance with the applicable law but shall not be subject to the grievance provision of this Memorandum.

Section 11.8 - Medical Benefits for Retirees

a) For Employees Hired before August 12, 1996:

The County shall contribute an amount equal to the cost of the ~~lowest-cost plan~~ Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed five (5) years of service (1,305 days of accrued service) or more with the County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over sixty-five (65) or otherwise eligible for Medicare part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

b) For Employees Hired on or after August 12, 1996 and before June 19, 2006:

The County shall contribute an amount equal to the cost of the ~~lowest-cost plan~~ Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed eight (8) years of service (2,088 days of accrued service) or more with the County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over the age of sixty-five (65) or otherwise eligible for Medicare part B must be enrolled in such a plan and the County shall

reimburse the retiree for the cost of Medicare part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

- c) For employees hired on or after June 19, 2006.

The County shall contribute an amount equal to the cost of the ~~lowest-cost plan~~Kaiser retiree-only medical plan premium to the cost of the medical plan of employee who have completed ten (10) years of service (2610 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

- d) For employees hired on or after September 28, 2015.

The County shall contribute an amount equal to the cost of the ~~lowest-cost plan~~Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed fifteen (15) years of service (3,915 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan. The surviving spouse or domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

- e) Such years of service expressed in a., b., c., and d. above must be continuous service with the County and shall have been completed immediately preceding retirement directly in PERS from the County.

- f) Delayed Enrollment in Retiree Medical Plan
A retiree who otherwise meets the requirements for retiree only medical coverage under Section 11.8 may choose to delay enrollment in retiree medical coverage. Application and coverage may begin each year at the annual medical insurance open enrollment period after retirement.

- e)g) Employee Contribution Toward Retiree Medical Obligation
Unfunded Liability-

Upon commencement of the agreement, ESC represented employees will contribute \$15.00 a pay period to OPEB.

Section 11.9 - State Disability Insurance (SDI)

The Union and the County agree as follows regarding coverage by the State Disability Insurance plan (SDI):

~~a) The County will register Engineers and Scientists of California with the director of Employment Development Department for the purposes of SDI coverage for represented employees.~~

b)a) The Controller's Office shall withhold wage earner contributions each pay period at the rate set pursuant to the Unemployment Insurance Code and forward the funds to the State Disability Fund.

c)b) Within one week of being disabled from work, the employee or his/her/their representative must contact the office designated by the County to provide information on the following:

1. The date the disability/illness commenced;
2. The estimated duration of the disability;
3. A phone number where the worker can be reached;
4. The election of sick leave/vacation usage during the first week of disability;
5. Whether or not the employee is planning to file for SDI;
6. The election to integrate sick leave and vacation pay with SDI benefits.

d)c) An employee who is determined to be eligible to receive SDI benefits and who has made timely election to integrate shall be paid a biweekly amount (accumulated sick leave/vacation) which, when added to SDI benefits, shall approximately equal his/her/their normal biweekly net pay after taxes (overtime is excluded). Such warrants will be issued on normal County paydays.

If notification is not received, no integration of sick leave or vacation will be effected. However, one time only, the employee may elect integration and it shall be implemented at the start of the next pay period. In such case, integration payments shall be made prospective only.

The employee will have the responsibility to notify the office designed by the County of any change in status (either health or length of disability) that may affect his/her/their return to County employment.

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ARTICLE 12 – PENSION

On 10/3/2024, Union withdraws UP dated 10/2/24

Historical Reference

The County shall pay on behalf of all employees covered under PERS Miscellaneous 7% member (employee) contribution to the Public Employee's Retirement System as well as an additional 0.49% which is attributable to reporting EMPC as special compensation. Taking into consideration the agreement between the parties as a result of the prior implementation of 2% at 55 Plan, the County is entitled to add 10.49% to the base wage for effective wage.

In consideration for the PERS amendment for the 2.5% at 55 Plan for Miscellaneous employees, the Union agrees for each employee covered under this benefit to contribute to PERS through payroll deduction effective pay period 09/07, March 9, 2009, through pay period 10/11, May 17, 2012, (32 pay periods) an amount equal to 6.862% of PERS reportable gross pay. Effective pay period 10/12, May 31, 2010, the percentage will be reduced to 3.931%. Both the 6.862% and the 3.931% include the 1% employee contribution.

Effective September 28, 2015, Classic tier employees shall pay an additional 7% on the member PERS contribution. PEPRRA tier employees shall pay an additional 7% on the employers PERS contribution. In return for this ongoing payment towards the member PERS contribution, the County will provide a 6.17% self-funded wage increase.

End Historical Reference

- a) For employees in the classic retirement tier, in accordance with § 20636, sub section (c) (4) of the California Public Employee Retirement Law, the County and ESC Local 20 agree that the County shall report Employer Paid Member Contribution (EPMC) as special compensation concurrent with the effective date of PERS "Single Highest Year."
- b) Eligible employees who are employed on or before December 31, 2012, shall be in the 2.5% at age 55 Retirement Plan described in the County's contract with PERS amended effective December 17, 2007, that includes a minimum retirement age of 50 years and final compensation calculated on the highest single year of pensionable compensation.
- c) Employees who are hired on or after January 1, 2013, and who are not considered "new employees" and who are not considered "new members" of PERS, as defined in Government Code section 7522.04 shall be in the Miscellaneous retirement tier of 2.5% at age 55.

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- d) Employees who are hired on or after January 1, 2013, and who are considered “new employees” and who are considered “new members” of PERS, as defined in Government Code section 7522.04 shall not be entitled to the benefits enumerated in subsection a) or b) and c) above. All such employees shall be in the Miscellaneous retirement tier of 2% at age 62 with a minimum retirement age of 52 and final compensation calculated on the highest average of pensionable compensation earned during a period of 36 consecutive months. For these employees, the County will administer PERS in accordance with the Public Employee Pension Reform Act of 2013.
- e) Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), PEPRAs Miscellaneous employees shall receive a 3% reduction to the portion of their PERS contribution rate that represents earlier self-funded wage increases, from 7% to 4%. This 4% is a fixed amount which will not fluctuate. The remainder of the PERS contribution rate for PEPRAs Miscellaneous employees shall be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees’ Pension Reform Act of 2013. Currently this rate, the “half the normal rate,” is 6.757.50%. This percentage amount may fluctuate as set forth immediately above.
- f) Effective September 21, 2020, Pay Period 20/21, PEPRAs Miscellaneous employees shall receive a 2% reduction to the portion of their PERS contribution rate that represents earlier self-funded wage increases, from 4% to 2%. This 2% is a fixed amount which will not fluctuate. The remainder of the PERS contribution rate for PEPRAs Miscellaneous employees shall be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees’ Pension Reform Act of 2013. Currently this rate, the “half the normal rate,” is 6.757.50%. This percentage amount may fluctuate as set forth immediately above.
- g) During the remainder of the term of the MOA, PEPRAs Miscellaneous employees shall continue to contribute 2% to this portion of the PERS contribution rate that represents earlier self-funded wage increases. The remainder of their PERS contribution rate for PEPRAs Miscellaneous employees shall be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees’ Pension Reform Act of 2013.
- h) Pursuant to California Public Employees’ Pension Reform Act of 2013 – Government Code Section 7522, employees convicted of certain felonies may be deemed to have forfeited accrued rights and benefits in any public retirement system in which ~~he or she is~~they are a member.

ARTICLE 13 - REIMBURSEMENT FOR USE OF PRIVATE VEHICLE

TA on 9/11/24

Section 13.1 - Mileage

Mileage reimbursement rate shall be in accordance with the provisions of the County of Santa Clara Ordinance Code Division A31, Section A31-11.

Section 13.2 - County Business Travel

Authorization for travel, including reimbursement for travel and meal expenses and payment for out-of-County business shall be in accordance with the County of Santa Clara Ordinance Code Division A31, Sections A31-1 through A31-11.

Section 13.3 - Damage

Workers whose vehicle is damaged in a collision with another vehicle while driving a personal vehicle on County business shall, following the approval of the ESA Claims Division or if denied by ESA and subsequently approved on appeal to the Accident Review Board, be reimbursed for such damage not to exceed five hundred dollars (\$500.00) provided:

1. The driver of the other vehicle is responsible for the accident as verified by a police report, and the damages shall be unrecoverable from the other party by reason of lack of liability insurance, or
2. The damage is caused by a hit-run or unidentified driver as verified by a police report, and/or
3. The amount of damage to be reimbursed by the County is not recoverable under any policy of insurance available to the worker. The County shall be subrogated to the worker's rights of recovery from the responsible party.

ARTICLE 14 - GRIEVANCE PROCEDURE

TA on 10/7/24

The County and the Union recognize early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, the Union, or the County. In presenting a grievance, the aggrieved and/or the aggrieved's representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

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Section 14.1 - Grievance Related Release Time

Release time for investigating and processing a grievance is designated in the Memorandum of Agreement regarding Representatives and Stewards between the County and the Union.

Section 14.2 - Grievance Defined

- a) A grievance may only be filed if it relates to:
1. Pay administration and other items relating to pay as in County ordinances.
 2. Alleged violations of Merit System Rules.
 3. Alleged discriminatory or capricious use of departmental powers deemed discretionary under the Merit System Rules
 4. Alleged violations of the Employee-Management Relations Ordinance.
 5. Alleged violations of memoranda of understanding and/or agreement.
 6. Alleged infringement of an employee's personal rights -- discrimination, harassment.
- b) Matters excluded from consideration under the grievance procedure:
1. Disciplinary actions taken under Section 708 of the County Charter.
 2. Performance Evaluations.
 3. Position classification.
 4. Workload/Caseload.
 5. Merit System examinations.
 6. Items requiring capital expenditure.
 7. Items within the scope of representation and subject to the meet and confer process.

Section 14.3 - Grievance Presentation

For the purposes of this procedure "employee" is defined as any County employee in the classified service, regardless of status. Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Union or by the County. No grievance settlement may be made in violation of an existing rule, memorandum of agreement or memorandum of understanding nor shall any settlement be made which affects the rights

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or conditions of other employees represented by the Union without notification to and consultation with the Union.

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances shall not proceed beyond Step One without written concurrence of the Union at each step.

The Union shall have the right to appear and be heard in all individual or group grievances at any step. Upon request by County, the Union shall appear and be heard in such grievances at any step.

Section 14.4 - Procedural Compliance

Union grievances shall comply with all foregoing provisions and procedures. The County shall not be required to reconsider a grievance previously settled with an employee if renewed by the Union, unless it is alleged that such grievance settlement is in violation of an existing rule, memorandum of agreement, or memorandum of understanding.

A grievance is deemed to be presented or filed when is either received by the Office of Labor Relations if presented in person, by facsimile, or by electronic mail (when coupled with another delivery method); or on the day it is postmarked, whichever occurs first.

A response by the County is deemed to be made when it is either received by the Union in person, by facsimile, or by electronic mail (when coupled with another delivery method); or on the day it is postmarked, whichever occurs first.

Section 14.5- Informal Resolution/Time limits

It is agreed employees will be encouraged to act promptly through informal discussion with immediate superior on any act, condition or circumstance which is causing employee dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance. Time limits may be extended or waived only by written agreement of the parties.

Section 14.6 - Formal Grievance

a) **Step One** - Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the appointing authority. The Union shall send a copy of the grievance to Labor Relations and this copy shall dictate time limits. The grievance form shall contain information which:

1. Identifies the aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;

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4. The rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired; and
7. The name of any person or representative chosen by the employee to enter the grievance.
A decision shall be made in writing within fifteen (15) working days of receipt of the grievance. A copy shall be sent to the Union and this copy shall dictate the time limits.
8. At the request of either party, a meeting will be held within fifteen (15) days of receiving the grievance, for the purpose of a mutual exchange of information. If such a meeting is requested, the decision shall be due fifteen (15) working days from the date of the meeting.

b) Step Two - Prior to advancing to arbitration under Step Three, the parties shall jointly consider whether the subject of the grievance lends itself to immediate mediation. If the parties agree to do so, the parties shall jointly request a mediator be assigned by the State Mediation and Conciliation Service. If the mediation process does not result in acceptable resolution to the parties, the grievance shall advance to Step Three. The parties shall equally share any costs relating to mediation. If there is no agreement to proceed through the mediation, or if resolution is not reached in mediation, either party may advance the grievance to Step Three.

b)c) Step Three - If the aggrieved continues to be dissatisfied, ~~he/she~~they may, within fifteen (15) working days after receipt of the first step decision, direct a written presentation to the County's Executive's designated representative indicating the aggrieved wishes the grievance to be referred to an impartial arbitrator mutually agreed upon or jointly selected from a panel provided by the State Conciliation Service. The arbitrator's compensation and expenses shall be borne equally by the employee or the Union and the County.

Decisions of the arbitrator shall be final and binding.

The Arbitrator shall be advised of and agree to the following provisions:

1. Within ten (10) working days of receipt of the grievance at Step Two, one (1) arbitrator shall be selected from the panel and a hearing scheduled within thirty (30) calendar days.

2. If the selected arbitrator cannot be scheduled within ninety (90) calendar days, the parties will mutually agree to either another arbitrator or extend the time limits for the hearing.
3. Arbitration proceedings shall be recorded but not transcribed except at the request of either party or the arbitrator. Upon mutual agreement, the County and the Union may submit written briefs to the arbitrator for decision in lieu of the hearing.

Section 14.7 - Arbitration Panel

Unless mutually agreed, for the term of this agreement the County and the Union shall use the following panel:

~~Alexander Cohn~~Katherine Thomson Morris Davis

Luella Nelson
John Kagel

Christopher Burdick
Gerald McKay

The parties may also mutually agree to choose another arbitrator not on the above list.

Section 14.8 - Arbitration Release Time

The following statement on employee participation in grievance arbitration hearings is agreed to:

- a) The employee on whose behalf the grievance has been filed will be granted release time for the entire hearing. Release time to serve as a witness will be granted on a scheduled basis, i.e., when the employee is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing.
- b) Other requests for leave for the purpose of participation in a grievance arbitration hearing will also be granted and charged to the employee's own leave time—~~u~~ provided the absence does not unduly interfere with the performance of service.

ARTICLE 15 - PROFESSIONAL PRACTICE COMMITTEE

TA on 9/11/24

- a) There will be a Professional Practice Committee that shall act as an advisory body to the administration. The Committee shall consist of three (3) members from the Union representing one each from the divisions of Nuclear Medicine, Medical Laboratory of the Valley Medical Center and one representative in Public Health

From SCC to ESC Local 20 November 27, 2024

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Department. Each representative may have a designated alternate. The administration shall have an equal number of representatives.

- b) Meetings procedures: Each group will appoint a chairperson who is responsible for setting a time and devising an agenda five (5) days prior to each meeting.
- c) Meetings will be at least quarterly or at more frequent intervals at the request of the chairperson.
- d) Time for the meetings will be limited to ninety (90) minutes.
- e) Other personnel or medical staff may be invited to the meetings at the option of the chairperson.
- f) Minutes will be taken at all meetings.
- g) The Committee shall not involve itself with grievances, wages, hours, or working conditions as defined and set forth in this Memorandum. The objectives of the Professional Performance Committee shall be:
 - 1. To concern itself with standards for professional practice;
 - 2. To work constructively for the improvement of patient care;
 - 3. To recommend ways and means to improve patient care.

ARTICLE 16 - PERSONNEL ACTION

TA on 9/11/24

Section 16.1

- a) Each new employee shall serve a probationary period of nineteen (19) complete pay periods unless otherwise indicated in this agreement. An incomplete pay period served on initial appointment shall not be counted. Upon successful completion of such probationary period, the employee shall be deemed a permanent employee. A leave of absence without pay shall not be credited toward completion of the employee's probationary period. The parties agree that probationary employees shall have all rights in this Agreement, unless otherwise specified, including full and complete access to the grievance procedure. Consistent with County Charter Section 704(e), probationary employees may not grieve suspensions, demotions, or dismissals.

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- b) Although probationary employees may not appeal or grieve suspensions, demotions, or dismissals, they shall have the right to request and receive Department administrative review of disciplinary action taken during probation. Such review must be requested in writing within ten (10) days of the disciplinary action or it is waived. The Department head, or ~~his/her~~their designated representative, shall hear and make a decision in writing.
- c) An employee serving a new probation in the classified service, who transferred from the same classification in the unclassified service and had grievance rights pursuant to Article 14, shall retain those rights while serving in the new probation period in the classified service.
- d) An employee with permanent status, who is serving a subsequent probationary period (13 complete pay periods), and who is released during the probationary period, shall retain the right to appeal such release to the Personnel Board and the right to return to ~~his/her~~their former class in accordance with Section 4.13. An incomplete pay period served on subsequent appointment shall not be counted.

ARTICLE 17 - PARITY PROVISIONS

TA on 9/18/24

The County and the Union agree to a favored nations clause wherein any increase during the term of this Memorandum in County payment for any County-wide health or insurance premium, or any change in County-wide vacation, holiday, sick leave, automatic check deposit system, or other County-wide employee benefit or practice will be provided the employees of this unit represented by the Union.

ARTICLE 18 - STRIKES AND LOCKOUTS

County is not in agreement with Union Package Proposal dated 11/22/24, County's Package Proposal holds to CP11 dated 10/29/24

This is a comprehensive package proposal. The general wage increases outlined in Section 5.1(c) are contingent and predicated upon accepting the entire package proposal including, but not limited to, Article 18 - Strike and Lockouts and Article 22 – Management Rights. Rejection or non-acceptance of any part of this package proposal will result in the County reverting to its prior proposal on October 29, 2024, including, but not limited to, the general wage increases.

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During the term of this Agreement, the County ~~agrees that it will not lock out the employees who are covered by this Agreement and the Union and Union-represented employees, both individually and collectively shall not organize, carryout, cause, encourage, or condone any job actions, such as strikes, work stoppages, slowdowns, sickouts, work-to-rule, sit-in/sit-downs, intermittent strikes, partial strikes, sympathy strikes, or secondary actions such as refusing to cross picket lines or any other individual or agrees that it will not engage in any concerted refusal to render services (including refusal to work overtime or any other curtailment or restriction of work at any time) or to obstruct efficient operations of the County, collectively ("Strike Activity") by Union-represented employees during the term of this agreement work stoppage. A violation of this Article will result in cessation of Union dues deduction by the County.~~

If the Union learns that bargaining unit employees intend to engage in Strike Activity, either through notice from the County or through other means, the Union will send a notice to all bargaining unit employees, with a copy to the Labor Relations Director, indicating: (1) the Strike Activity is not authorized or supported by the Union; and (2) Strike Activity may violate County or Departmental rules and result in disciplinary action. The Union shall take all others steps reasonably necessary to induce employees to cease any and all Strike Activity.

ARTICLE 19 - FULL AGREEMENT

CCL

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the County and its departments and the Union. This Agreement supersedes all previous memoranda of understanding between the County and its departments and the Union except as specifically referred to in this Agreement. All ordinances, rules, or memoranda of agreement covering any practice, subject or matter not specifically referred to or covered in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the County, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence

From SCC to ESC Local 20 November 27, 2024

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of agreement on such a proposed action, the County reserves the right to take necessary action by Management direction.

ARTICLE 20 - SAVINGS CLAUSE

TA on 9/18/24

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

If the State of California notifies the County of Santa Clara that legislation has been implemented which assesses monetary penalties to local governments which settle wages and/or benefits with increases in excess of certain limits (an example of such legislation is AB 1040 which was introduced in Spring of 1991), those benefits and/or wages shall not be implemented or continue to be paid. The parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually agreed upon alternative.

The County reserves the right to cease payment or seek repayment of wages and/or benefits upon which the State of California is basing the monetary penalty. The Union reserves the right to contest the legality of the payment cessation or repayment.

It is understood that the purpose of this Section is to ensure that the County does not incur any liability or penalties on either the original agreement provisions, or the negotiated alternate provisions.

ARTICLE 21 - TERM OF AGREEMENT

County is not in agreement with Union Package Proposal dated 11/22/24, County's Package Proposal holds to CP1 dated 7/30/24

This Agreement shall become effective only upon approval by the Board of Supervisors and for the classifications listed in Article 1 upon the ratification by the Union and shall remain in full force and effect to and including the first pay period after the second reading and final adoption by the Board of Supervisors~~September 22, 2019~~ and from year to year thereafter; provided, however, that either party may serve written notice on the other at least sixty-ninety (960) days prior to ~~TBD~~September 22, 2024 or any subsequent,

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~~September 22~~DATE TBD, of its desire to terminate this Agreement or amend any provision thereof.

NEW - ARTICLE 22 - MANAGEMENT RIGHTS

**County is not in agreement with Union Package Proposal dated 11/22/24,
County's Package Proposal holds to CP1 dated 7/30/24**

This is a comprehensive package proposal. The general wage increases outlined in Section 5.1(c) are contingent and predicated upon accepting the entire package proposal including, but not limited to, Article 18 - Strike and Lockouts and Article 22 – Management Rights. Rejection or non-acceptance of any part of this package proposal will result in the County reverting to its prior proposal on October 29, 2024, including, but not limited to, the general wage increases.

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means, and personnel by which the County's operations are to be conducted, and to reorganize any County department during the term of this Memorandum of Agreement; however, Management shall, at the earliest time possible, meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by the Personnel Rules (Ordinance Code Section A25) or Memorandum of Agreement; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

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APPENDIX A - SALARY TABLES

Effective ~~January 27, 2020~~TBD the following salaries will be in effect:

Job Title	Job code	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Min-Bi-Weekly	Max-Bi-Weekly
ASSOC CLIN LAB SCIEN SYS SPEC	R1N	55.073	57.826	60.718	63.753	66.941	70.288	73.803	75.648	77.539	4405.84	6203.12
CLIN LAB SCIENTIST SYS SPEC	R1M	61.750	64.846	68.099	75.063	75.063	78.815	82.756	84.826	86.945	4940.00	6955.60
CLINICAL LAB SCIENTIST I	R62	49.950	52.455	55.073	57.831	60.731	63.768	66.955	68.629	70.343	3996.00	5627.44
CLINICAL LAB SCIENTIST I-U	Q6S	49.950	52.455	55.073	57.831	60.731	63.768	66.955	68.629	70.343	3996.00	5627.44
CLINICAL LAB SCIENTIST II	R1F	53.759	56.449	59.277	62.255	65.379	68.647	72.079	73.883	75.725	4300.72	6058.00
CLINICAL LAB SCIENTIST MGR	R59	67.672	71.047	74.591	78.313	82.233	86.345	90.659	92.926	95.248	5413.76	7619.84
CYTOTECHNOLOGIST	R57	51.733	54.329	57.059	59.922	62.925	66.067	69.372	71.107	72.884	4138.64	5830.72
HISTOLOGIC TECHNICIAN	R66	38.832	40.765	42.812	44.959	47.214	49.573	52.051	53.352	54.684	3106.56	4374.72
MEDICAL LABORATORY TECHNICIAN	R7G	40.030	42.030	44.132	46.339	48.656	51.088	53.641	56.325	59.138	3202.40	4731.04
NUCLEAR MEDICINE TECHNOLOGIST	R95	59.316	62.281	65.399	68.685	72.135	75.742	79.527	81.517	83.552	4745.28	6684.16
PUBLIC HEALTH MICROBIOLOGIST	R46	49.633	52.123	54.718	57.460	60.348	63.366	66.534	68.197	69.900	3970.64	5592.00
PUBLIC HEALTH MICROBIOLOGIST-U	W29	49.633	52.123	54.718	57.460	60.348	63.366	66.534	68.197	69.900	3970.64	5592.00
SR CLINICAL LAB SCIENTIST	R1E	56.434	59.267	62.242	65.357	68.624	72.056	75.657	77.550	79.485	4514.72	6358.80
SR CYTOTECHNOLOGIST	R58	57.059	58.524	61.454	64.586	67.735	71.122	74.680	76.547	78.458	4564.72	6276.64
SR HISTOLOGIC TECHNICIAN	R65	42.812	44.959	47.214	49.574	52.053	54.656	57.389	58.823	60.294	3424.96	4823.52
SR NUCLEAR MEDICINE TECH	R94	64.281	67.511	70.902	74.450	78.159	82.067	86.170	88.321	90.527	5142.48	7242.16
SR PUBLIC HLTH MICROBIOLOGIST	R43	54.969	57.732	60.631	63.675	66.865	70.209	73.716	75.558	77.449	4397.52	6195.92
SUPV CLINICAL LAB SCIENTIST	R1G	61.750	64.846	68.099	71.496	75.063	78.815	82.756	84.826	86.945	4940.00	6955.60

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Effective September 21, 2020~~TBD~~ the following salaries will be in effect:

Job Title	Job code	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Min-Bi-Weekly	Max-Bi-Weekly
ASSOC CLIN LAB SCIEN SYS SPEC	R1N	56.725	59.560	62.539	65.665	68.949	72.396	76.017	77.917	79.865	4538.00	6389.20
CLIN LAB SCIENTIST SYS SPEC	R1M	63.602	66.791	70.141	77.314	77.314	81.179	85.238	87.370	89.553	5088.16	7164.24
CLINICAL LAB SCIENTIST I	R62	51.448	54.028	56.725	59.565	62.552	65.681	68.963	70.687	72.453	4115.84	5796.24
CLINICAL LAB SCIENTIST I - U	Q6S	51.448	54.028	56.725	59.565	62.552	65.681	68.963	70.687	72.453	4115.84	5796.24
CLINICAL LAB SCIENTIST II	R1F	55.371	58.142	61.055	64.122	67.340	70.706	74.241	76.099	77.996	4429.68	6239.68
CLINICAL LAB SCIENTIST MGR	R59	69.702	73.178	76.828	80.662	84.699	88.935	93.378	95.713	98.105	5576.16	7848.40
CYTOTECHNOLOGIST	R57	53.284	55.958	58.770	61.719	64.812	68.049	71.453	73.240	75.070	4262.72	6005.60
HISTOLOGIC TECHNICIAN	R66	39.996	41.987	44.096	46.307	48.630	51.060	53.612	54.952	56.324	3199.68	4505.92
MEDICAL LABORATORY TECHNICIAN	R7G	41.230	43.290	45.455	47.729	50.115	52.620	55.250	58.014	60.912	3298.40	4872.96
NUCLEAR MEDICINE TECHNOLOGIST	R95	61.095	64.149	67.360	70.745	74.299	78.014	81.912	83.962	86.058	4887.60	6884.64
PUBLIC HEALTH MICROBIOLOGIST	R46	51.121	53.686	56.359	59.183	62.158	65.266	68.530	70.242	71.997	4089.68	5759.76
PUBLIC HEALTH MICROBIOLOGIST-U	W29	51.121	53.686	56.359	59.183	62.158	65.266	68.530	70.242	71.997	4089.68	5759.76
SR CLINICAL LAB SCIENTIST	R1E	58.127	61.045	64.109	67.317	70.682	74.217	77.926	79.876	81.869	4650.16	6549.52
SR CYTOTECHNOLOGIST	R58	58.770	60.279	63.297	66.523	69.767	73.255	76.920	78.843	80.811	4701.60	6464.88
SR HISTOLOGIC TECHNICIAN	R65	44.096	46.307	48.630	51.061	53.614	56.295	59.110	60.587	62.102	3527.68	4968.16
SR NUCLEAR MEDICINE TECH	R94	66.209	69.536	73.029	76.683	80.503	84.529	88.755	90.970	93.242	5296.72	7459.36
SR PUBLIC HLTH MICROBIOLOGIST	R43	56.618	59.463	62.449	65.585	68.870	72.315	75.927	77.824	79.772	4529.44	6381.76
SUPV CLINICAL LAB SCIENTIST	R1G	63.602	66.791	70.141	73.640	77.314	81.179	85.238	87.370	89.553	5088.16	7164.24

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Job Title	Job code	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Min-Bi-Weekly	Max-Bi-Weekly
ASSOC CLIN LAB SCIEN SYS SPEC	R1N	58.426	61.346	64.415	67.634	71.017	74.567	78.297	80.254	82.260	4674.08	6580.80
CLIN LAB SCIENTIST SYS SPEC	R1M	65.510	68.794	72.245	79.633	79.633	83.614	87.795	89.991	92.239	5240.80	7379.12
CLINICAL LAB SCIENTIST I	R62	52.991	55.648	58.426	61.351	64.428	67.651	71.031	72.807	74.626	4239.28	5970.08
CLINICAL LAB SCIENTIST I—U	Q6S	52.991	55.648	58.426	61.351	64.428	67.651	71.031	72.807	74.626	4239.28	5970.08
CLINICAL LAB SCIENTIST II	R1F	57.032	59.886	62.886	66.045	69.360	72.827	76.468	78.381	80.335	4562.56	6426.80
CLINICAL LAB SCIENTIST MGR	R59	71.793	75.373	79.132	83.081	87.239	91.603	96.179	98.584	101.048	5743.44	8083.84
CYTOTECHNOLOGIST	R57	54.882	57.636	60.533	63.570	66.756	70.090	73.596	75.437	77.322	4390.56	6185.76
HISTOLOGIC TECHNICIAN	R66	41.195	43.246	45.418	47.696	50.088	52.591	55.220	56.600	58.013	3295.60	4641.04
MEDICAL LABORATORY TECHNICIAN	R7G	42.466	44.588	46.818	49.160	51.618	54.198	56.907	59.754	62.739	3397.28	5019.12
NUCLEAR MEDICINE TECHNOLOGIST	R95	62.927	66.073	69.380	72.867	76.527	80.354	84.369	86.480	88.639	5034.16	7091.12
PUBLIC HEALTH MICROBIOLOGIST	R46	52.654	55.296	58.049	60.958	64.022	67.223	70.585	72.349	74.156	4212.32	5932.48
PUBLIC HEALTH MICROBIOLOGIST-U	W29	52.654	55.296	58.049	60.958	64.022	67.223	70.585	72.349	74.156	4212.32	5932.48
SR CLINICAL LAB SCIENTIST	R1E	59.870	62.876	66.032	69.336	72.802	76.443	80.263	82.272	84.325	4789.60	6746.00
SR CYTOTECHNOLOGIST	R58	60.533	62.087	65.195	68.518	71.860	75.452	79.227	81.208	83.235	4842.64	6658.80
SR HISTOLOGIC TECHNICIAN	R65	45.418	47.696	50.088	52.592	55.222	57.983	60.883	62.404	63.965	3633.44	5117.20
SR NUCLEAR MEDICINE TECH	R94	68.195	71.622	75.219	78.983	82.918	87.064	91.417	93.699	96.039	5455.60	7683.12
SR PUBLIC HLTH MICROBIOLOGIST	R43	58.316	61.246	64.322	67.552	70.936	74.484	78.204	80.158	82.165	4665.28	6573.20
SUPV CLINICAL LAB SCIENTIST	R1G	65.510	68.794	72.245	75.849	79.633	83.614	87.795	89.991	92.239	5240.80	7379.12

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Effective September 19, 2022~~TBD~~ the following salaries will be in effect:

Job Title	Job code	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Min-Bi-Weekly	Max-Bi-Weekly
ASSOC CLIN LAB SCIEN SYS SPEC	R1N	60.178	63.186	66.347	69.663	73.147	76.804	80.645	82.661	84.727	4814.24	6778.16
CLIN LAB SCIENTIST SYS SPEC	R1M	67.475	70.857	74.412	82.021	82.021	86.122	90.428	92.690	95.006	5398.00	7600.48
CLINICAL LAB SCIENTIST I	R62	54.580	57.317	60.178	63.191	66.360	69.680	73.161	74.991	76.864	4366.40	6149.12
CLINICAL LAB SCIENTIST I—U	Q6S	54.580	57.317	60.178	63.191	66.360	69.680	73.161	74.991	76.864	4366.40	6149.12
CLINICAL LAB SCIENTIST II	R1F	58.742	61.682	64.772	68.026	71.440	75.011	78.762	80.732	82.745	4699.36	6619.60
CLINICAL LAB SCIENTIST MGR	R59	73.946	77.634	81.505	85.573	89.856	94.351	99.064	101.541	104.079	5915.68	8326.32
CYTOTECHNOLOGIST	R57	56.528	59.365	62.348	65.477	68.758	72.192	75.803	77.700	79.641	4522.24	6371.28
HISTOLOGIC TECHNICIAN	R66	42.430	44.543	46.780	49.126	51.590	54.168	56.876	58.298	59.753	3394.40	4780.24
MEDICAL LABORATORY TECHNICIAN	R7G	43.739	45.925	48.222	50.634	53.166	55.823	58.614	61.546	64.621	3499.12	5169.68
NUCLEAR MEDICINE TECHNOLOGIST	R95	64.814	68.055	71.461	75.053	78.822	82.764	86.900	89.074	91.298	5185.12	7303.84
PUBLIC HEALTH MICROBIOLOGIST	R46	54.233	56.954	59.790	62.786	65.942	69.239	72.702	74.519	76.380	4338.64	6110.40
PUBLIC HEALTH MICROBIOLOGIST-U	W29	54.233	56.954	59.790	62.786	65.942	69.239	72.702	74.519	76.380	4338.64	6110.40
SR CLINICAL LAB SCIENTIST	R1E	61.666	64.762	68.012	71.416	74.986	78.736	82.670	84.740	86.854	4933.28	6948.32
SR CYTOTECHNOLOGIST	R58	62.348	63.949	67.150	70.573	74.015	77.715	81.603	83.644	85.732	4987.84	6858.56
SR HISTOLOGIC TECHNICIAN	R65	46.780	49.126	51.590	54.169	56.878	59.722	62.709	64.276	65.883	3742.40	5270.64
SR NUCLEAR MEDICINE TECH	R94	70.240	73.770	77.475	81.352	85.405	89.675	94.159	96.509	98.920	5619.20	7913.60
SR PUBLIC HLTH MICROBIOLOGIST	R43	60.065	63.083	66.251	69.578	73.064	76.718	80.550	82.562	84.629	4805.20	6770.32
SUPV CLINICAL LAB SCIENTIST	R1G	67.475	70.857	74.412	78.124	82.021	86.122	90.428	92.690	95.006	5398.00	7600.48

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Effective September 18, 2023~~TBD~~ the following salaries will be in effect:

JobTitle	Jobcode	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Min Bi-Weekly	Max Bi-Weekly
ASSOC CLIN LAB SCIEN SYS SPEC	R1N	61.983	65.081	68.337	71.752	75.341	79.108	83.064	85.140	87.268	4958.640	6981.440
CLIN LAB SCIENTIST SYS SPEC	R1M	69.499	72.982	76.644	84.481	84.481	88.705	93.140	95.470	97.856	5559.920	7828.480
CLINICAL LAB SCIENTIST I	R62	56.217	59.036	61.983	65.086	68.350	71.770	75.355	77.240	79.169	4497.360	6333.520
CLINICAL LAB SCIENTIST I--U	Q6S	56.217	59.036	61.983	65.086	68.350	71.770	75.355	77.240	79.169	4497.360	6333.520
CLINICAL LAB SCIENTIST II	R1F	60.504	63.532	66.715	70.066	73.583	77.261	81.124	83.153	85.227	4840.320	6818.160
CLINICAL LAB SCIENTIST MGR	R59	76.164	79.963	83.950	88.140	92.551	97.181	102.035	104.587	107.201	6093.120	8576.080
CYTOTECHNOLOGIST	R57	58.223	61.145	64.218	67.441	70.820	74.357	78.077	80.031	82.030	4657.840	6562.400
HISTOLOGIC TECHNICIAN	R66	43.702	45.879	48.183	50.599	53.137	55.793	58.582	60.046	61.545	3496.160	4923.600
MEDICAL LABORATORY TECHNICIAN	R7G	45.051	47.302	49.668	52.153	54.760	57.497	60.372	63.392	66.559	3604.080	5324.720
NUCLEAR MEDICINE TECHNOLOGIST	R95	66.758	70.096	73.604	77.304	81.186	85.246	89.507	91.746	94.036	5340.640	7522.880
PUBLIC HEALTH MICROBIOLOGIST	R46	55.859	58.662	61.583	64.669	67.920	71.316	74.883	76.754	78.671	4468.720	6293.680
PUBLIC HEALTH MICROBIOLOGIST-U	W29	55.859	58.662	61.583	64.669	67.920	71.316	74.883	76.754	78.671	4468.720	6293.680
SR CLINICAL LAB SCIENTIST	R1E	63.515	66.704	70.052	73.558	77.235	81.098	85.150	87.282	89.459	5081.200	7156.720
SR CYTOTECHNOLOGIST	R58	64.218	65.867	69.164	72.690	76.235	80.046	84.051	86.153	88.303	5137.440	7064.240
SR HISTOLOGIC TECHNICIAN	R65	48.183	50.599	53.137	55.794	58.584	61.513	64.590	66.204	67.859	3854.640	5428.720
SR NUCLEAR MEDICINE TECH	R94	72.347	75.983	79.799	83.792	87.967	92.365	96.983	99.404	101.887	5787.760	8150.960
SR PUBLIC HLTH MICROBIOLOGIST	R43	61.866	64.975	68.238	71.665	75.255	79.019	82.966	85.038	87.167	4949.280	6973.360
SUPV CLINICAL LAB SCIENTIST	R1G	69.499	72.982	76.644	80.467	84.481	88.705	93.140	95.470	97.856	5559.920	7828.480

From SCC to ESC Local 20 November 27, 2024

Package proposal to ESC Local 20. Rejection in part or, as a whole, reverts to the County's previous proposal and/or position.

All TA's subject to ratification by the BOS

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

~~APPENDIX B – ENGINEERS AND SCIENTIST OF CALIFORNIA~~

~~SIDE LETTER RE:~~

~~SANTA CLARA VALLEY MEDICAL CENTER HOSPITAL AND ESC L-20~~

~~DEPARTMENT(S) STRUCTURE COMMITTEE(S)~~