

County to SEIU 6/13/23  
at 10:37 a.m.

## ARTICLE 2 – NO DISCRIMINATION

### Section 2.1 – Employment

Neither the County nor the Union shall unlawfully 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, gender identity, or gender expression.

### Section 2.2 – Union Affiliation

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

### Section 2.3 – ~~Affirmative Action~~ Diversity, Equity, and Inclusion

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.

### Section 2.4 – Americans with Disabilities Act

The parties agree to meet as needed to review compliance with the Americans with Disabilities Act.

### Section 2.5 –

The Union and the County jointly support a work environment free from discrimination, harassment, and retaliation, as required by law.

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## ARTICLE 3 – UNION SECURITY

### County not in agreement w/ UP May 4 County counter on June 13

#### **Section 3.1 – Relationship Affirmation -CCL**

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

#### **Section 3.2 – Union Deductions -CCL**

#### **Section 3.3 – Other Deductions -CCL**

#### **Section 3.4 – Union Notices and Activities**

##### a) **Bulletin Boards**

The Union, where it represents workers of a County Department, shall be provided by that Department use of adequate and accessible space on bulletin boards for SEIU 521 communications.

##### b) **Distribution**

The Union may distribute material to workers in its representation units through normal channels.

##### c) **Visits by Worksite Organizers -County Not in Agreement w/ UP from April 14 and County modifies CP June 13**

Union Worksite Organizers shall request permission from the appropriate management representative to visit County worksites at least twenty-four (24) hours prior to the requested visit date. The Union Worksite Organizers shall inform the management representative, as part of the request, of the time, location, and purpose of the visit.

The management representative shall have the right to deny access to the work location if they determine a visit at that date, time, and location will interfere with the operations of the department or facility. If the management representative denies access, they will offer an alternative date, time, and/or location for the visit.

In cases where management denies access to a critical patient care area and the issue which gives rise to the request for access is one of employee health or safety, then the department shall provide escorted access.

If the Union Worksite Organizer identifies a specific health and safety concern in their access request, and the request is one that management would otherwise deny, then the department shall provide escorted access at an appropriate date and time as determined by management.

~~Union Worksite Organizers shall give notice to the department head or his/her designated representative prior to entering departmental facilities to visit other than~~

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public areas. ~~The~~ When a Union Worksite Organizer is approved, pursuant to the process described above, to visit a county worksite, ~~†The Union~~ Worksite Organizer shall be allowed reasonable contact with workers on County facilities provided such contact does not interfere with the worker's work and occurs is during the worker's rest period, meal period or outside the worker's workworking hours. Solicitation for membership or other internal worker organization business shall not be conducted during work time. Prearrangement for routine contact may be made on an annual basis.

For this purpose, rest periods are not work time.

The Union agrees that these access rules apply to the Union's access to all County worksites, and waives any other access rights that may apply under the Meyers-Milias-Brown Act.

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 Workers**

The County shall supply the Union with a biweekly data processing run of names and addresses and classifications of work of all workers within the representation units. Such list shall be supplied without cost to the Union in an electronic format. Addresses shall not be supplied of those workers who request the County in writing to not provide such information. A copy of such request shall be forwarded to the Union.

f) **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 workers in said unit and present that person with a copy of the present Agreement and a membership form.

g) **Report of Transactions**

The County shall supply the Union a data processing run covering the following worker transactions as are currently available on the system: newly hired worker, 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, injury or illness leave, other leave, indefinite military leave, resignation, probationary release, provisional release, miscellaneous release, dismissal, retirement, death, layoff, provisional appointments.

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**Section 3.5 – Union Label -CCL**

**Section 3.6 – Printing of Agreement -CCL**

**Section 3.7 – New Worker Orientation -County Not in Agreement w/ UP from April 14 but propose continue meeting on joint language**

When a new workers ~~are~~are hired into a Union-represented classification, the County shall notify ~~such~~ the workers that SEIU, Local 521 is the recognized employee organization ~~in~~ of the classification into which ~~she/he~~ the worker is has been hired. The County shall provide a copy of the current Agreement and a packet of Union-supplied information, ~~which shall be supplied to the County by SEIU, Local 521.~~

The County shall provide designated Union representative(s) reasonable access to the new worker orientations for Union-represented full-time and part-time workers to provide information on the Union. Worker attendance at any presentations by the Union shall be voluntary. Each individual Department shall work with designated Union representatives to arrange New Worker Orientations.

The Union shall be allowed a Representative at new hire orientations for new workers or departmental orientations where they are held in place of County-wide orientations including orientations at Human Resources Service Centers, ESA, HHS, and SSA. This Representative may be a Steward, Chief Steward, or union designated representative who will notify his/her supervisor in advance. A Steward, Chief Steward, or union designated representative who attends new hire orientation will be provided release time. No overtime shall be incurred as a result of the make-up time.

~~Such~~Such~~The~~ Representative shall be allowed thirty (30) minutes at the beginning of the orientation to make a presentation and answer questions of workers in classifications represented by their organization. County representatives shall not be present during the Union portion of the orientation. The Union may present packets to represented workers at orientation, such packets being subject to review by the County. The County or Department, where appropriate, will notify the Union ten (10) business days in advance of such orientation sessions and to the extent available, shall include a list of SEIU represented employees scheduled to attend. All new workers shall be scheduled and entitled to attend new hire orientation, or Department orientation where they are held in place of new hire orientation.

The number of stewards/leaders released for the orientation shall be based on the number of SEIU represented workers at each orientation as follows:

|                    |                              |
|--------------------|------------------------------|
| 1-25 Workers       | - 1 Representative Released  |
| 26-50 Workers      | - 2 Representatives Released |
| 51-75 Workers      | - 3 Representatives Released |
| 76 or more Workers | - 4 Representatives Released |

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### **Section 3.8 – Third-Party Requests**

The County shall comply with the law, including ~~Government Code section 6254.33~~the California Public Records Act, in responding to third-party requests for information about the home addresses, home telephone numbers, personal cellular telephone numbers, birthdates, and personal email addresses of Union-represented workers. The County will provide the Union with notice of outside third-party requests for this information in a timely manner. Section 3.8 shall not be subject to the grievance procedure in this ~~Memorandum~~ of Agreement.

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## ARTICLE 4 – OFFICIAL REPRESENTATIVES, STEWARDS AND NEGOTIATING COMMITTEE

### County not in agreement w/ UP May 30 County holds to CP April 14

#### Section 4.1 – Official Representatives

##### a) **Meetings with Management**

The eCounty agrees to provide release time for Union Representatives for attendance at mutually agreed Department/Agency meetings. Each Department/Agency shall notify the Union of the person(s) to be contacted for approval of release time in that Department/Agency. The Union agrees, insofar as possible, to notify Management at least 24 hours, excluding weekends and holidays, in advance of the request for release time and the names of the Union Representative(s) to be released. Management agrees to arrange for release time with the appropriate supervisor(s). Release time arrangements shall include a reasonable amount of travel time.

For purposes of County-wide meetings with Management, requests for release time shall be made through the Office of Labor Relations.

##### b) **Number for Release**

The parties agree that no more than three (3) Local 521 Official Representatives from a single representation unit shall be recognized for the purpose of release time at any single meeting, unless additional representatives are mutually agreed upon.

The Clerical and APT units each may have no more than four (4) Local 521 Official Representatives granted release time by the County to attend any single Board of Supervisors meeting. The Blue Collar, CIU, PCS, PHN, SSU, and Supervisory units each may have no more than three (3) Local 521 Official Representatives granted release time by the County to attend any single Board of Supervisors meeting.

##### c) **Release Time Log**

Release time shall be granted after consideration of operational and staffing needs. Official Representatives will log the time they leave their work assignments, where they can be reached, and the time they return on a form provided by the County.

##### d) **Bank of Hours**

Release time shall be granted to Local 521 Official Representatives up to a maximum of two thousand (2000) hours per fiscal year for attendance at meetings of the Board of Supervisors and the Personnel Board. The Official Representative shall notify his/her supervisor of his/her intention to be on release time as far in advance as reasonably possible, but not later than the end of normal business hours the day before such meeting, except in emergency situations. Insofar as

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possible, such release time shall be made through the Department of Labor Relations at least 24 hours in advance of the Board meeting.

## **Section 4.2 – Stewards**

### **Section 4.3 – Chief Stewards**

### **Section 4.4 – Negotiating Committee**

Not more than six (6) negotiators at one time shall participate in negotiations. The balance of the worker negotiators may be present but shall not participate in negotiations nor be seated at the negotiating table. Any person who disrupts or interferes in any way with the negotiations, verbally or otherwise, shall be excluded from the meeting room.

#### **a) Number of Union Worker Negotiators for Release**

For each of the following Units, the following is agreed:

1. For the Administrative, Professional, and Technical Unit there shall be seventeen (17) committee members. The County agrees to release seventeen (17) persons upon such request where required.
2. For the Blue Collar Unit there shall be seven (7) committee members each. The County agrees to release seven (7) persons upon such request where required.
3. For the Clerical Unit there shall be nine (9) committee members each. The County agrees to release nine (9) persons upon such request where required.
4. For the Public Health Nursing Unit there shall be three (3) committee members. The County agrees to release three (3) persons upon such request where required.
5. For the Environmental Health Unit there shall be three (3) committee members. The County agrees to release three (3) persons upon such request where required.
6. For the Probation Counselor Safety Unit there shall be two (2) committee members. The County agrees to release two (2) persons upon such request where required.
7. For the Social Services Unit there shall be seven (7) committee members. The County agrees to release seven (7) persons upon such request where required.

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8. For the Supervisory Unit there shall be three (3) committee members. The County agrees to release three (3) upon such request where required.
  9. The Chapter President and two (2) Vice Presidents.
- b) **Compensatory Time**  
Those negotiators who are on their own time during the meetings will not be granted compensatory time.
  - c) **Resource People**  
Resource people for the unit negotiations shall be allowed on their own time, leave without pay, vacation, or compensatory time off to attend scheduled negotiation meetings for this unit to provide information to the committee on specific items on an as needed basis and as mutually agreed, prearranged and scheduled by the committees. The County shall facilitate arranging time off for resource people attending negotiations.
  - d) **New Units**  
Should any new units be established for representation by Local 521, the parties will meet and confer regarding negotiation committee size.



## ARTICLE 6 – PERSONNEL ACTION

### County not in agreement w/ UP May 4 County holds to CP June 6

#### Section 6.1 – Initial and Subsequent Probationary Periods -CCL

#### Section 6.2 – Administrative Investigation

##### a) **Employee's Rights During Administrative Investigation:**

Upon request, an employee has a right to have a representative present at an investigatory meeting with the employer where it is reasonably likely that disciplinary action against that worker may result.

A worker has the right to know the purpose of a meeting with a supervisor, manager, and / or investigator. If asked, the supervisor, manager, and / or investigator must reveal any intent to conduct an investigatory meeting that might lead to discipline of the worker asking, and give that worker sufficient time to secure representation for such meeting. The worker may not unreasonably postpone the meeting to schedule a particular representative but may have to accept the presence of the steward, or union worksite organizer or other representative who can be available within a reasonable period of time.

Regarding any investigatory meeting with a worker that may lead to discipline of that worker, the County shall permit a steward, worksite organizer, or representative to be present to assist during such meeting. The representative and worker may confer during breaks, which the investigator shall not unreasonably deny.

Requesting and securing representation is the responsibility of the worker. Supervisors, /Managers, and/or /Investigators shall not be involved in the selection of a steward, union worksite organizer or other representative.

##### b) **Employee Rights During Internal Affairs Investigations:**

1. Internal Affairs (IA) will include in its administrative admonishment to a non-peace officer employee who is the subject of the investigation the following, if applicable:
  - The interview will be recorded and the employee will have the right to bring his/her own recording device.
  - The employee will have access to the audio recording of his/her interview if any disciplinary action is contemplated or prior to any further questioning at a subsequent time.
2. When IA is directing the witness not to discuss the investigation directly or indirectly with any other person, the administrative admonishment will include the following:
  - After the witness has been interviewed and IA has concluded its interview of the witness, the witness may speak to the representative of the employee who is the subject of the investigation.

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c) **Authority of Investigator**

Workers are required to fully participate and cooperate in a County investigation, including providing complete and truthful responses to questions, regardless of whom the County designates as its investigator. This section is not a waiver of any representation rights to which the worker is legally entitled.

**Section 6.3 – Philosophy on Discipline**

The intent of progressive discipline is to be corrective in nature and allows for a worker to correct behavior. Ordinarily, the County will use progressive discipline in correcting the behavior of a worker. However, the circumstances of each case dictate the appropriate progressive disciplinary response, and the County reserves the right to skip one or all levels of progressive discipline in appropriate circumstances. The County and the Union agree that the level of discipline recommended for any instance of discipline should take into account the nature and seriousness of the offense as well as the employee's record.

Coaching, mentoring, verbal counseling or written counseling will identify the expectations of the worker, or identify the issue to be corrected, and give guidance on how to correct the issue and provide for a reasonable period for the worker to make the correction. Coaching and mentoring through the progressive discipline philosophy are not considered discipline nor are they grievable.

Job expectations and/or objectives will be provided to probationary workers. Work performance and behaviors will be evaluated during a worker's probationary period.

Philosophy on discipline shall be excluded from consideration under the grievance procedure outlined Section 19.1.

**Section 6.4 – Counseling and Unfavorable Reports -CCL**

**Section 6.5 – Recommended Disciplinary Action - Permanent Classified -CCL**

**Section 6.6 – Notice of Final Disciplinary Action - Permanent Classified -CCL**

**Section 6.7 – Disciplinary Action – Unclassified Workers -CCL**

**Section 6.8 – Return to Former Class -CCL**

**Section 6.9 – Unclassified Appointment -CCL**

**Section 6.10 – Rights Upon Promotion or Transfer to Classified or Unclassified Service -CCL**

**Section 6.11 – Performance Appraisal Program Union Agreed to County Proposal dated April 14**

The program covers all workers represented by the Union, with the exception of extra help employees unless otherwise required by state or federal regulation or law. With the exception of clerical leads, leads may provide input to supervisors on performance appraisals. Leads will not write or issue performance appraisals on other workers but may

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be in attendance to observe the issuance and any discussion of the performance appraisal. If the worker objects to the Lead being present, the Lead shall not attend. Performance appraisals shall be conducted during a worker's initial probationary period.

~~It is agreed that t~~The performance appraisals will not be used by the County, the worker or the Union in the disciplinary process or for the purpose of transfers or for the purpose of promotions.

#### **Section 6.12 – Personnel Files Union TA on 6/6 to CP dated April 14**

The County shall maintain a personnel file for each worker. The department may also maintain a personnel file for each worker. Workers shall have the right to review both of their personnel files or authorize review by their representative. No adverse material will be inserted into the worker's personnel files without prior notice to the worker. Workers may cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of correspondence originating from other sources directly related to their job performance.

Notices of Recommended Disciplinary Actions including any attachments or disciplinary actions overturned on appeal shall not be retained in a worker's personnel file.

An unfavorable report shall be removed from the worker's personnel file at the end of two (2) years except unfavorable reports involving charges as listed in A25-301(a)(4) Brutality in the performance of duties and (b)(2) Guilty of immoral conduct or a criminal act and provided no additional discipline has been issued during the intervening period.

Materials relating to suspensions which become final will be removed after three (3) years if no other suspensions have occurred during the three (3) year period except those involving charges as listed in A25-301(a)(4) Brutality in the performance of duties and (b)(2) Guilty of immoral conduct or a criminal act.

Unfavorable reports or materials relating to suspensions may be removed from the worker's personnel file earlier than the regular removal schedule through a mutually agreed settlement.

#### **Section 6.13 – Lateral Transfers -County proposes CCL**

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 workers 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 fifteen percent (15%) upward range movement.

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If a worker was moved to a lower classification due to his/her prior class being eliminated, abolished or a worker is laid off from his/her position and was placed on a re-employment list, the transfer band shall be calculated step to step, e.g., step one of the prior classification to step one of the new classification or step five of the prior classification to step five of the new classification. When determining the difference between classifications by using equivalent step to step, the actual step used to calculate the transfer band shall be the step that provides the worker the most benefit. Transfers under this provision may be made for a period of eight years from date of movement to the lower classification.

**Section 6.14 – Administrative Transfers -County Modifies CP dated April 14, 2023 on May 9, 2023**

Administrative transfers are based on the needs identified by the Department/Agency. Absent a departmental agreement, seniority (based on days of accrued service) shall be used when it is necessary to transfer a worker within the Department/Agency and between two geographical locations. For the purpose of this section, geographical locations is defined as two different street addresses. The transfer will be conducted as follows:

1. Volunteers who hold a position in the same classification. If there is more than one volunteer, they shall be selected in the order of most seniority (based on days of accrued service absent a departmental agreement).
2. If there are no volunteers, the least senior worker will be assigned. (Based on days of accrued service absent a departmental agreement).

Note: The County will notify the Union in a timely fashion of any planned Administrative Transfers. Upon Union request, the County will meet to determine the group of workers to be designated for the seniority purposes of this section.

3. Transfers necessary to comply with provisions of the Americans with Disabilities Act shall not be governed by this section.
4. Transfers necessary to comply with any other requirements of law as in transfers necessitated by civil rights complaints shall not be governed by this section. However should an investigation of a complaint to EOD or complaints of other civil rights violations not be sustained, a transferred worker will have the right to return to his/her former position and location.
5. This section shall not apply to transfers made pursuant to a reorganization, as defined under Article 21, as well as purely geographic moves.

**Section 6.15 – Minimum Qualification Application -CCL**

Minimum qualifications in job bulletins announcing examinations shall not exceed the minimum qualifications listed in the job specification. A worker shall have the right to take an examination for any County appointment if the worker meets the minimum qualifications/employment standards listed in the job specification, for that appointment, unless specified otherwise in this Agreement and/or in the Merit System Rules. Any worker whose application for examination has been disqualified shall be notified in writing. The notification shall include an explanation of why the worker does not meet the minimum qualifications that led to their disqualification. Any worker whose application for examination has been disqualified may make corrections/revisions within the timeframe specified in the notification prior to the examination.

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## ARTICLE 7 – PAY PRACTICES

### County not in agreement w/ UP from June 8 and Counter Propose June 13

#### **Section 7.1 – Salaries and Payments**

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), all salaries shall be increased by ~~four~~ ~~three~~ percent (~~43.00%~~) and shall be listed in the appendices attached hereto and made a part hereof.

~~Effective June 16, 2020, Pay Period 20/14, all salaries shall be increased by three percent (3%) and shall be listed in the appendices attached hereto and made a part hereof.~~

Effective June 24, 2024, Pay Period 24/14, all salaries shall be increased by ~~three~~ four percent (34.00%) and shall be listed in the appendices attached hereto and made a part hereof.

Effective June 23, 2025, Pay Period 25/14, all salaries shall be increased by three percent (3%) and shall be listed in the appendices attached hereto and made a part hereof.

The parties agree that the rates of pay established by this Agreement are commensurate with those prevailing throughout the County for comparable work as required by the Charter of the County of Santa Clara.

#### ~~a) Lump Sum Payment(s)~~

- ~~1. 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) current employees at time of signing of successor contract who are in SEIU-represented positions shall receive a three percent (3%) lump sum bonus based on coded status from June 17, 2019 to the first pay period after the second reading by the Board of Supervisors. The lump sum for full and part time employees will be based on base salary only. The lump sum for extra help workers will be based on actual hours worked during that period.~~
- ~~2. All SEIU-represented employees in a paid status effective Pay Period 20/26 (excluding Extra Help) whose classification receives a total of less than 0.51% in realignments (inclusive of all unit realignments, equity realignments, and any other special realignments) shall receive a lump sum bonus based on coded status of one thousand dollars (\$1,000.00) per FTE. For the purpose of this lump sum bonus, the total amount of realignments shall be computed by adding the amounts of all unit, equity, and any other realignments.~~

#### **Section 7.2 – Basic Pay Plan -CCL**

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**Section 7.3 – Effect of Promotion, Demotion or Transfer on Salaries -CCL**

**Section 7.4 – Part-Time Work -CCL**

**Section 7.5 – Work Out of Classification -CCL**

**Section 7.6 – Paychecks -County modifies June 13**

a) **Night Workers**

The County agrees to provide paychecks for night workers by 12:01 a.m. on payday.

b) **Shortage Errors**

Cash advance by the Finance Department to cover shortage errors in worker's paycheck, shall be provided to workers within ~~two (2)~~ **three (3)** working days after written notification of discrepancy to Finance. This provision is to cover only those discrepancies above a net one hundred dollars (\$100.00). This provision only covers regular hours worked or use of paid leave that was not paid; it does not apply to other payroll adjustments.

c) **Overpayment Errors**

When the County has overpaid a worker by a net one hundred dollars (\$100.00) or more, the County shall provide to the worker notice of the amount of the overpayment as well as a proposed repayment schedule. If the worker would like to negotiate a different repayment schedule, the worker must respond to the County within ten (10) business days of receiving the notice.

If the worker does not respond within ten (10) business days or the worker and the County do not reach a repayment agreement within thirty (30) business days, the County shall send the overpayment to DOR (County collections) to be recouped.

**Section 7.7 – Automatic Check Deposit -CCL**

All workers shall be paid by Automatic Check Deposit unless the worker certifies he/she does not have a bank account.

## ARTICLE 8 – HOURS OF WORK, OVERTIME, PREMIUM PAY

### County Not in Agreement w/ UP from May 18 and Counter proposes June 13

#### **Section 8.1 – Hours of Work**

Eight (8) hours' work shall constitute a full day's work and forty (40) hours work shall constitute a full week's work unless otherwise provided by law, code or other agreement. Workers assigned to an eight (8) hour shift which is shortened to seven (7) hours due to daylight savings time shall be paid for eight (8) hours.

#### **Section 8.2 – Overtime Work**

##### **a) Overtime Defined - Workers 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 workday except as mutually agreed upon between the County and the Union. For workers, who do not meet FLSA criteria for different work periods, overtime is defined as time worked beyond forty (40) hours in any seven consecutive day work period or beyond eight (8) or ten (10) hours in any workday (depending on the number of hours in the duty shift to which the worker is assigned). Workers assigned under FLSA to work periods other than seven (7) or fourteen (14) consecutive day work periods, shall have work periods and daily overtime defined accordingly. 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. Workers shall not be assigned irregular work hours to avoid the payment of overtime. The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

The County and Union agree that in any arbitration involving an FLSA non-exempt employee and Section 8.2 the arbitrator shall be strictly bound by U.S. Department of Labor, Wage and Hour Division, Regulations, Bulletins, Regional Opinion Letters and provisions of the Fair Labor Standards Act in reviewing, deciding and rendering a decision. The arbitration award and remedy must be in strict compliance with said Regulations, Bulletins, Regional Opinion Letters and provisions of the FLSA and cannot exceed that which would have been ordered by the DOL, Wage and Hour Division if the dispute had been submitted for their review.

If the Fair Labor Standards Act is determined by the U.S. Supreme Court or Legislation to not apply to state and local government Section 8.2(a) will be deleted and Section 8.2(b) shall apply to all classifications, in addition, Section 8.2(c) will be deleted and Section 8.2(d) shall apply to all classifications.

##### **b) Overtime Defined -Workers Exempt from the FLSA**

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For hospital workers, overtime is defined as time worked beyond eighty (80) hours in a biweekly pay period, or beyond eight (8) hours in any workday except as mutually agreed upon between the County and the Union. For all other workers, overtime is defined as time worked beyond forty (40) hours in any workweek or beyond eight (8) or ten (10) hours in any workday (depending on the number of hours in the duty shift to which the worker is assigned). 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. Workers shall not be assigned irregular work hours to avoid the payment of overtime. 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 -Workers covered by the Fair Labor Standards Act (FLSA)**

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 when specifically directed authorized by administrative order of the County Executive. Workers may request in writing in advance to be paid in cash at the rate of one and one-half (1-1/2) times the regular hourly rate subject to approval of the appointing authority or designee.

FLSA compensatory time off accruals/balance shall be limited to a maximum of two hundred and forty (240) hours or four hundred and eighty (480) hours for Communication Dispatcher I, II, III and Complaint Center Dispatcher.

All compensatory time off must be taken within twelve (12) months of the date the overtime was worked. Any balance remaining after twelve (12) months shall be paid in cash at the regular rate. Compensatory time balances shall be paid in cash on separation. ~~A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation for overtime where compensatory time off is allowed, if the appointing authority agrees.~~

Table  
Correction  
noted

d) **Rate of Pay -Workers Exempt from the FLSA**

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 hourly rate of pay when specifically directed by administrative order of the County Executive. Workers may request in writing in advance to be paid in cash at the rate of one and one-half (1-1/2) times the regular hourly rate subject to approval of the appointing authority or designee.

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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 worker. In the event the appointing authority does not provide compensatory time off during the mandatory time period, the worker 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. Compensatory time balances shall be paid in cash on separation. ~~A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation for overtime where compensatory time off is allowed, if the appointing authority agrees.~~

- e) The Union and the Department of Labor Relations, where permitted by law, may waive the overtime provisions of this Agreement in order to implement mutual agreements reached pursuant to Section 8.14 - Varying Hours.
- f) **Distribution of Overtime**  
In the absence of a departmental agreement on the subject, overtime work assignments shall be distributed among workers in the same classification and applicable work unit as equally as practicable, where volunteers exist, volunteers will be utilized first, when possible. Overtime work required beyond the regular eight (8) hour or ten (10) hour duty shift shall be offered first to the regular workers who normally work such assignments.

### **Section 8.3 – Work Schedules -CCL**

#### **Section 8.4 – Meal Periods**

##### a) **Length**

Workers shall be granted an unpaid meal period of not less than thirty (30) minutes nor more than one (1) hour, scheduled at approximately the mid-point of the workday. Workers required to be at work stations for eight (8) or more consecutive work hours shall have their meal during work hours.

##### b) **Overtime Meals**

If a worker is assigned and works two (2) or more hours of overtime work at the worker's County worksite (excludes telework worksites) contiguous to his/her regular work shift or is called into the worker's County worksite (excludes telework worksites) within three (3) hours of ~~his/her their~~ scheduled quitting time and then works two (2) or more hours of overtime work, the County will pay a meal reimbursement of up to fourteen (\$14.00) dollars. Workers shall be provided an additional reimbursement as above for every seven (7) hour period of overtime completed thereafter. If a worker is called into the worker's County worksite (excludes telework worksites) after three (3) hours of his/her scheduled quitting time and if less than two (2) hours prior notice is given and the worker then works

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four (4) or more hours of overtime, then the County will pay a meal reimbursement of up to fourteen (\$14.00) dollars.

Workers authorized meals pursuant to Section 8.4(c) or otherwise provided meals at no cost, are not eligible for meal reimbursement as outlined in this section.

The assigned overtime must be consecutive hours either before or after the workers' normal work hours and cannot be split.

Workers must provide a receipt for reimbursement up to the maximum amount.

c) **County Facilities**

Whenever the duties or responsibilities of any County worker require him/her to be present and on duty during the serving of meals in a County facility and where such duty or responsibility occupies that worker's meal period, such individual shall be entitled to that meal without charge.

d) **Meal Rates**

In each County dining facility where meals are served to workers at the worker's expense, the department head in charge of the operation of that facility shall prescribe the rates to be charged. The rates so prescribed shall, as a minimum, be sufficient to defray the costs of the food served.

e) **Acute Care Hospital, Clinic, or Public Health Meal and Rest Periods**  
County Proposes Side table discussion May 18, 2023

**Section 8.5 – Rest Periods -CCL**

**Section 8.6 – Clean-up Time -CCL**

**Section 8.7 – On-Call Pay**

a) **Definition**

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 approval by the County Executive. On-call duty is in addition to and distinct from the normal workweek. This Section is not applicable to those situations where workers are recalled to work when not previously placed on an on-call status.

b) **Classifications Eligible**

Each department head, subject to approval by the County Executive, shall designate which class(es) of worker(s) shall be subject to on-call duty.

c) **Rates of Pay**

Workers assigned to on-call duty shall receive, in addition to their regular salary, thirty-eightforty dollars (\$40) for each eight (8) hour shift, or substantial portion

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thereof, of assigned call duty, except for the following classifications which shall receive one-half of their regular base rate of pay for each hour of assigned call duty within the same 24 hour-period when assigned to the Santa Clara Valley Health and Hospital System.

R78 Anesthesia Technician

R8D Diagnostic Imaging Technologist I – Mammography

R8G Diagnostic Imaging Technologist I - Clinical Instructor

R8E Diagnostic Imaging Technologist I - Computed Tomography

R8F Diagnostic Imaging Technologist I - Computed Tomography and Mammography

R8C Diagnostic Imaging Technologist I - Fluoroscopy

R88 Diagnostic Imaging Technician II

S85 Licensed Vocational Nurse, when acting in lieu of S23 ~~Operating Room~~  
Surgical Technician

~~R2E Magnetic Resonance Imaging Technologist~~

R6A ~~Magnetic Resonance Imaging Technologist-Angio~~Magnetic Resonance Imaging (MRI) Technologist - Magnetic Resonance Angiography

R6C ~~Magnetic Resonance Imaging Technologist-Angio~~Magnetic Resonance Imaging (MRI) Technologist - Computed Tomography

S23 Surgical Technician

R27 Pharmacist

P40 Pharmacist Specialist

J1S Epic Pharmacy Informaticist

R15 Respiratory Care Practitioner I

R1S Respiratory Care Practitioner II

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R54 Respiratory Therapy ~~Inservice Coordinator~~ Services Specialist

S30 Ultrasonographer I

S29 Ultrasonographer II

Y04 Medical Social Worker I

Y0E Medical Social Worker I – U

Y03 Medical Social Worker II

Y0D Medical Social Worker II-U

One (1) position of Occupational Therapist (when assigned on call to the Burn and Plastics service)

d) **Notification to Union**

Should any other classes unique to Santa Clara Valley Health and Hospital System be assigned to on-call duty, the County agrees to notify the Union of the assignment and to meet and confer as to which of the above rates apply.

e) **Beepers**

Beepers shall be provided to all workers, who request them, when placed on on-call status.

**Section 8.8 – Non-Contiguous Overtime Guarantee**

If overtime work does not immediately follow or precede the regular work shift and the worker is required to leave home and return to a recognized a County work location, a minimum of ~~four-two~~ (42) hours overtime shall be credited to the worker. Workers in the following classes are not eligible for the ~~four-two~~ (42) hour minimum if the worker has been called in from assigned on-call duty under 8.7(c):

R78 Anesthesia Technician

R8D Diagnostic Imaging Technologist I – Mammography

R8G Diagnostic Imaging Technologist I - Clinical Instructor

R8E Diagnostic Imaging Technologist I - Computed Tomography

R8F Diagnostic Imaging Technologist I - Computed Tomography and Mammography

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R8C Diagnostic Imaging Technologist I - Fluoroscopy

R88 Diagnostic Imaging Technician II

S85 Licensed Vocational Nurse, when acting in lieu of S23 ~~Operating Room~~  
Surgical Technician

S23 Surgical Technician

R27 Pharmacist

P40 Pharmacist Specialist

R15 Respiratory Care Practitioner

R54 Respiratory Therapy ~~Inservice Coordinator Services Specialist Services~~  
Specialist

S30 Ultrasonographer I

S29 Ultrasonographer II

Y04 Medical Social Worker I

Y0E Medical Social Worker I – U

Y03 Medical Social Worker II

Y0D Medical Social Worker II-U

One (1) position of Occupational Therapist (when assigned on call to the Burn and Plastics service)

The payment of the guaranteed ~~four-two (4)-(2)~~ hour minimum is subject to all the provisions of Article 8, Section 8.2, Overtime Work.

A worker who is required to return to a recognized County work location is credited with a guaranteed ~~four-two (42)~~ hour minimum under this section for each occurrence of non-contiguous overtime during a scheduled shift, except that a worker shall not be credited with an additional ~~fourtwo (42)~~ hour guaranteed minimum until the original ~~fourtwo (42)~~ hours has elapsed.

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A worker who is required to return to a recognized County work location and receives the two (2) hour minimum may be required to perform work for the entire two-hour period, including additional work that is not the original work that the worker was required to return and perform.

A worker who is On-Call pursuant to Section 8.7 and responds to telephone calls, or who respond to telephone calls for emergency purposes without having to leave home and return to a recognized work location shall be credited with twenty-four (24) minutes for each after-hour telephone call, or the actual time spent, whichever is greater. More than one call within the same twenty-four (24) minute window shall be considered one transaction and shall result in pay for only one twenty-four (24) minute period. The worker will keep a record of the number of calls, the length of each call, the name of the caller(s), and the purpose of each call.

### **Section 8.9 – Evening/Night Shift Differential**

#### **a) Evening Shift Differential**

An evening shift differential of three dollars and sixty-four cents (\$3.0064) per hour shall be paid to workers for each hour worked after 2:00 p.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 5:00 p.m. ~~Effective June 15, 2020 Pay Period 20/14, the evening shift differential will be increased to three dollars and fourteen cents (\$3.14). Effective June 14, 2021, Pay Period 21/13, the evening shift differential will be increased to three dollars and thirty-nine cents (\$3.39). Effective June 13, 2022, Pay Period 22/13, the evening shift differential will be increased to three dollars and sixty-four cents (\$3.64).~~

#### **b) Night Shift Differential**

A night shift differential of four dollars and ninety cents (\$4.0090) per hour shall be paid to workers for each hour worked after 11:00 p.m. and prior to 7:30 a.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 11:00 p.m. and before 7:30 a.m. ~~Effective June 15, 2020, Pay Period 20/14, the night shift differential will be increased to four dollars and fourteen cents (\$4.14). Effective June 14, 2021, Pay Period 21/13, night shift differential will be increased to four dollars and thirty-nine cents (\$4.39). Effective June 13, 2022, Pay Period 22/13, the night shift differential will be increased to four dollars and sixty-four cents (\$4.64).~~

#### **c) Regularly Scheduled Shifts**

A worker shall not be paid two different shift differential rates during a regularly scheduled shift. If a worker meets the criteria for both evening and night shift differential during a regularly scheduled shift, the worker shall receive the night shift differential for all eligible hours.

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- d) **Overtime Shifts**  
Overtime shifts stand alone and shall be treated as two separate shifts for purposes of determining whether the night or evening shift differential rate is paid. (Total hours worked is the basis used for computing eligibility for the differential.)
- e) **Part-time Workers**  
Workers in part-time codes (twenty hours (20) or less in a work week) will receive the above differential if at least two (2) hours of an assigned schedule of contiguous hours meet the above guidelines.
- f) **Eligible Classifications**  
The premium for shift differential shall be paid to all County workers (as outlined above), irrespective of classification, pay level, overtime status, holiday work, or other wage variations (except as required by law).
- g) The shift differential shall not be allowed in computing payments at time of termination.
- h) This differential shall only be paid on actual hours worked. In addition, workers whose shifts are temporarily changed (either voluntarily or at management discretion) will be paid based on actual hours worked.

**Section 8.10 – Split Shift Pay -CCL**

**Section 8.11 – Temporary Work Location -CCL**

**Section 8.12 – Bilingual Pay -CCL**

**Section 8.13 – Voluntary Reduced Work Hours Program**

- a) The ~~County agrees to establish a~~ Voluntary Reduced Work Hours Program, is available to for full-time workers represented by the Union. The purpose of the Program is to reduce work hours and a commensurate amount of pay on a voluntary basis. If the County seeks to create a Countywide voluntary reduced work hours policy that applies to the Union, the County will: 1) provide notice of its intent to create a Countywide voluntary reduced work hours policy; and 2) upon demand by the Union, meet and confer about that Countywide voluntary reduced work hours policy. Following notice and completion of any meet and confer process following a demand by the Union, the Voluntary Reduced Work Hours program contained in this Agreement will sunset and cease by its own terms, and the Countywide policy shall apply instead.
- b) Workers may elect a two and one-half percent (2 1/2%), five percent (5%), ten percent (10%), or twenty percent (20%) reduction in pay for a commensurate amount of time off for a six (6) month period. Admission to the plan will be at six (6) month intervals - pay period 5 and pay period 18. The parties shall meet and agree upon the beginning date for the Program.

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- c) All persons in the Program will revert to their former status at the end of six (6) months. If a worker transfers, promotes, demotes, terminates, or in any other way vacates or reduces his/her present code, he/she will be removed from the Program for the balance of the six (6) month period.
- d) Workers who wish to voluntarily reduce their work hours may submit a written request to their immediate supervisor within the designated window period. Supervisors must issue a written response to the worker within five (5) working days. If the request is being denied, the specific reason for denial will be included in the response. Copies of this shall be delivered by mail to the Union and the designated Chief Steward.
- e) If the worker is not satisfied with the decision, he/she may, within five (5) working days after receipt of the supervisor's response, submit a written request to the Department Director for a meeting to make a verbal appeal.
- f) It is agreed that the Department Director or his/her direct report or another member of Executive Management, will arrange a meeting with the worker within five (5) days after the receipt of such a request. The worker may have a Steward assist him/her in the meeting. Every effort will be made to accommodate the worker, steward and manager when scheduling the meeting. Timelines can be extended by mutual agreement to accommodate absences. The Department Director shall send a final decision in writing to the worker within five (5) working days of such a meeting. Copies of this decision shall be delivered by mail to the Union and the designated Chief Steward.
- g) Compensatory time shall accrue as earned and shall not be scheduled on any day considered as a County holiday. Workers may use the reduced hours time in advance of accrual and will reimburse the County for hours taken in advance of accrual upon early termination from the Program.
- h) Participation in this Program shall be by mutual agreement between the worker and the department/agency head. At no time will approval be given if it results in overtime. Restrictions by Department/Agencies within work units shall be uniformly applied.
- i) It is understood by the County that due to this Program there may be lower levels of service.
- j) All workers will be notified in writing regarding the Program specifics and the sign-up options. Such written notice to be mutually agreed upon by the parties.

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- k) Full and timely disclosure of actual sign-ups and any analysis developed will be made available to both the County and the Union.
- l) This agreement governs as to the Voluntary Reduced Work Hours Program, but will in no way alter the meaning of the Union and County agreements currently in effect. This will include any departmental, master, unit, sideletter agreements, etc.
- m) It is agreed that the workload standards referred to in the Social Services Unit will be reduced for each worker, proportionate to each worker's reduction in hours. (This section is only applicable to SSU.)

**Section 8.14 – Request for Alternate Hours Schedule -CCL**

**Section 8.15 – Departmental Agreements -CCL**

All agreements between departments and the Union covering hours, job assignments, shifts, shift assignments, overtime, seniority, and holiday and vacation scheduling currently in effect or entered into during this Agreement shall remain in effect pursuant to their terms. Work assignments by seniority and provisional appointments by seniority are proper subjects for inclusion in a Departmental Agreement. New or existing agreements may be opened or reopened by mutual agreement of any year. During odd years, only new agreements may be opened. During even years, only existing agreements may be reopened.

Matters subject to departmental negotiations under this Agreement shall proceed as follows:

**a) Negotiations**

1. New agreements may be negotiated by mutual agreement with three (3) months to negotiate in an attempt to reach agreement, or then impasse may be declared by either party.
2. During November the Union or the Department/Agency may request to meet and confer as specifically listed in this Section. The other party shall respond promptly, and they shall promptly commence meeting and conferring in an attempt to reach agreement. Thereafter, either party may declare impasse in such negotiations.

**b) Impasse**

If impasse is declared, the Union and the department shall commence mediation-arbitration which shall not exceed thirty (30) calendar days. The results of mediation-arbitration are advisory to Board of Supervisors. Costs of mediation-arbitration are to be split equally between the County and the Union.

**c) Board of Supervisors**

Decisions reached in mediation-arbitration shall be moved to the level of the Board of Supervisors and shall be promptly agendized and referred to the Board of Supervisors for appropriate action.

### **Section 8.16 – Hazard Duty Pay**

#### **a) Coverage**

The work places covered by this differential are the JPD Ranches and the locked/secured sections of the following facilities:

1. Emergency Psychiatric Service
2. Main Jail
3. Elmwood
4. North County Jail
5. JPD Hall (including Transportation Officers)
6. Psychiatric Inpatient

#### **b) Full Time Payment**

A premium of one dollar and ~~twenty-five~~ fifty cents (\$1.~~50~~25) per hour shall be paid to coded classifications while in paid status whose regular assignment for the County is in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holiday~~s~~ work~~ed~~, or other wage variations. This hazard duty premium shall be included in the pay status time of the coded classifications described in this paragraph b). Workers must physically work within the locations outlined in Section 8.16 to receive the hazard duty pay. Telework, remote work, vacation, sick, compensatory time, holiday time off, and personal leave do not qualify for the pay.

~~Effective June 13, 2022 Pay Period 22/13 Hazard Duty Pay will be raised by fifteen cents (\$0.15) to one dollar and forty cents (\$1.40).~~

#### **c) Part Time Payment**

A premium of one dollar and ~~twenty-five~~ fifty cents (\$1.~~50~~25) per hour shall be paid to coded classifications whose regular assignment is not in a work place described in a) for only the hours assigned and worked in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holiday work, or other wage variations.

A worker must work a minimum of thirty (30) consecutive minutes per entry into a work place described in paragraph a) prior to being eligible for the 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. This hazard duty pay should not be included in the paid status time of the coded class described in this paragraph c).

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~~Effective June 13, 2022 Pay Period 22/13 Hazard Duty Pay will be raised by fifteen cents (\$0.15) to one dollar and forty cents (\$1.40).~~

- d) **Classifications Assigned to Elmwood**  
Included in the coded classifications covered by a) and b) are the following coded classifications assigned to Elmwood: Community Workers and Rehabilitation Officers; provided that if any of the foregoing is assigned for an entire pay period to work outside Elmwood, such worker shall not receive hazard duty pay for such pay period.
- e) If the work of a coded classification covered by paragraphs a), b), and d) requires absence from a work place described in paragraph a) for less than 100% of working time during any pay period such coded classification shall receive hazard duty pay.
- f) **Termination Payment**  
The hazard duty premium shall not be allowed in computing payments at the time of termination.
- g) **Safety Retirement Exclusion**  
No worker covered by Safety Retirement shall receive a payment for hazard duty.

#### **Section 8.17 – Notary Public Differential -CCL**

#### **Section 8.18 – Telework**

a) ~~**Telework Program**~~

~~The County of Santa Clara recognizes that flexible work arrangements and reduced commutes may benefit the employee, the department and the public by making the most efficient use of staff time.~~

The County ~~shall~~may maintain a teleworking program for workers in SEIU 521 represented classifications, consistent with the County's Telework policy. The County shall provide training for supervisors and workers who meet the criteria for participating in the program.

~~The Union shall have the right to meet and confer over any proposed changes to the telework program.~~

b) ~~**Eligibility for telework**~~

~~Eligibility is based on many criteria, and many job classifications and associated job responsibilities may not be conducive to teleworking. The following requirements are presented to help the employee and supervisor determine if teleworking is feasible. Additionally, a change in job duties and assignments, such as being assigned to work out of class, being assigned to a new project, or covering~~

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~~for coworkers who are out on vacation or leave, may affect eligibility. For this reason, it is the supervisor's responsibility to periodically assess the teleworking arrangement with the employee to address any change in eligibility.~~

~~Meeting any eligibility requirement does not guarantee approval to telework. Approval is given on a case-by-case basis; however, for approval to be given, an employee must meet all requirements.~~

~~Criteria for an employee to telework include:~~

- ~~• Full or part time status~~
- ~~• Permanent status (no original probationary status); others on exception basis only, subject to approval by department head~~
- ~~• Classified or unclassified position~~
- ~~• Employee is in compliance with County merit system rules, regulations or policies, and/or department rules and policies~~
- ~~• Demonstrated job performance to be able to work independently as determined by the immediate supervisor~~
- ~~• Job performance meets or exceeds expectations~~
- ~~• Employee's telework consists of the employee's regular work responsibilities, including call-back and on-call duties~~
- ~~• Employee's job duties allow him/her to be away from the County work-site for a period of time during the work-week~~
- ~~• Teleworking does not impede other workers from performing their job duties~~
- ~~• No reduction of service to internal and external customers and clients~~
- ~~• Employee and supervisor agree in writing on a teleworking arrangement, which is approved in writing by the department head or designee.~~
- ~~• Employee has access to required supplies and equipment to telework and has an acceptable workspace and environment to effectively work at home.~~

~~In addition to meeting these eligibility requirements, the following items are required before allowing an employee to telework:~~

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~~◆ Telework Request and Approval Form is completed and approved~~

◆ ~~Telework Agreement/Assignment Form is completed and approved~~

- c) Teleworking is a management option, not an entitlement. Any telework agreement may be revoked or modified by the Department at any time for any reason. This section is not subject to the grievance procedure.

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## ARTICLE 10 – HOLIDAYS

### County not in agreement w/ UP 4/14 County holds to CP April 14

#### **Section 10.1 – Legal Holidays**

The following shall be observed as legal holidays:

- a) January 1<sup>st</sup>
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February
- d) March 31<sup>st</sup> (Cesar Chavez' Birthday)
- e) Last Monday in May
- f) Juneteenth, June 19th
- g) July 4<sup>th</sup>
- h) First Monday in September
- i) Second Monday in October
- j) Veteran's Day to be observed on the date State of California workers observe the holiday
- k) Fourth Thursday in November (Thanksgiving Day)
- l) The Friday following Thanksgiving Day (Day after Thanksgiving)
- m) December 25<sup>th</sup>
- n) Other such holidays as may be designated by the Board of Supervisors

All previous informal time off practices are eliminated and unauthorized.

#### **Section 10.2 – Legal Holiday Observance -CCL**

#### **Section 10.3 – Legal Holiday Work -CCL**

#### **Section 10.4 – Independence Day, Christmas and New Year's Holiday – Actual Calendar Day vs. Day of Observance -CCL**

When Independence Day – July 4, Christmas Day - December 25 or New Year's Day - January 1 actually falls on a Saturday or Sunday, workers who are normally scheduled to work on that day and actually work, shall receive legal holiday pay in accordance with Section 10.3 for the time worked on Independence Day-, Christmas Day or New Year's Day. For these workers, no legal holiday pay shall be paid for work on the observed day

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(either the Friday prior to, or the Monday that follows Independence Day-, Christmas Day or New Year's Day). It is understood that the Union may waive departmental agreement provisions for purposes of this section.

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## ARTICLE 12 – LEAVE PROVISIONS

### County Not in Agreement w/ UP from May 2 and Counter proposes June 13

Section 12.1 – Personal Business/Belief Day -CCL

Section 12.2 – Sick Leave -CCL

Section 12.3 – Fitness for Duty Examination -CCL

Section 12.4 – Use of Paid Administrative Leave during an Administrative Investigation -CCL

Section 12.5 – Military Leave -CCL

Section 12.6 – Leaves of Absences -CCL

Section 12.7 – Other Family Leave -CP April 14, 2023

Paid and/or unpaid leaves of absence may be granted by the County as designated in the County Leave of Absence Policy. 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.

#### a) Parental Leave

##### 1. Length

~~Upon request, parental leave without pay shall be granted to natural 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. A worker 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 worker'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.~~

#### b) Other Family Leave

~~Upon request, family leave, with or without pay 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 Family and Medical Leave Act, and the County's Family and Medical Leave Policy, for the serious illness of a registered domestic partner, for a period of up to six (6) months.~~

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**Section 12.8 – Leaves to Perform Jury Duty or to Respond to a Subpoena -CCL**  
**Section 12.9 – Educational Leave and Tuition Reimbursement Fund -CP proposal**  
**June 13, 2023**

**a) Tuition Re-imbursement and Educational Leave**

The County shall maintain an educational leave and tuition reimbursement program for the term of this Agreement. The total monies in this program will be administered at the County level. The fund will consist of seven hundred fifty thousand dollars (\$750,000) per fiscal year for all Local 521 units in each fiscal year. One-half (1/2) of each year's fund will be available on July 1 and on January 1.

Funds not used for any period shall be carried over for use in the next period. No amount may be approved or expended beyond funds available for the term of the Agreement. Tuition reimbursement funds shall not be used for County, State, or Federal required licenses or certifications as outlined in Section 12.13.

**b) CountyWise Classes**

One hundred thousand dollars (\$100,000) is hereby allocated in each fiscal year from the Tuition Reimbursement Fund towards the costs of CountyWise classes. Workers are entitled to enroll in CountyWise classes subject to training slots being available but not subject to the requirements or conditions in c) through g) below. These funds will be used for Local 521 represented workers only.

Five (5) workers shall be selected by the Union to participate in the quarterly meetings of the Training Liaison Group.

**c) Eligibility**

Workers are eligible to participate in the educational leave and tuition reimbursement programs provided:

1. The worker is not receiving reimbursement from any other government agency or private source. (This applies to workers applying for tuition reimbursement only.)
2. The training undertaken is related to the worker's occupational area or has demonstrated value to the County.
3. The application was filed with the appointing authority or her/his designee prior to the commencement of the course. Applications requiring time off must be filed with and signed by the appointing authority at least ten (10) days prior to the commencement of the course.

4. Substitute courses may be approved when approved courses are found to be unavailable.
5. There are sufficient funds available in the program. (This applies to workers applying for tuition reimbursement only.)
6. The worker has not exhausted the annual maximum reimbursement limit. (This applies to worker's applying for tuition reimbursement only.)

d) **Disapproval**

Management may disapprove an application for tuition reimbursement and/or educational leave provided:

1. Notice of disapproval is given to the worker within ten (10) working days after receipt of the application; and
2. The County alleges disapproval is necessary because any of the provisions above have not been met. When a worker disagrees with the disapproval and files a grievance, she/he shall be allowed to continue the course with time off as provided for in this Section, except for denial based on paragraph c(5) above. If a final determination is made against the worker, time off shall be made up by working, charging vacation time or comp time, or payroll deduction, and tuition reimbursement shall not be paid. If a final determination is made supporting the worker, she/he shall be fully reimbursed in accordance with this section.
3. The County and the Union agree to schedule an expedited grievance arbitration within 30 calendar days of Step II response.

e) **Reimbursement**

Total reimbursement for each worker participating in the program will not exceed ~~two~~ three thousand dollars (\$23,000.00) in each fiscal year. Meals, lodging, and transportation costs will not be reimbursed pursuant to IRS regulations. Within the above limit, workers shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of proof of cost and proof of course completion.

f) **Deduction Authorization**

The worker shall sign a note which states that, upon receipt of reimbursement, he/she authorizes:

1. Deduction from his/her wages in the event he/she does not receive a passing grade of C or better.

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2. Deduction of fifty percent (50%) of the amount of reimbursement if he/she leaves County employment within one (1) year after satisfactory completion of the course (except if laid off).
3. Deduction of the full amount of reimbursement if he/she leaves County employment before completion of the course (except if laid off).

**g) Make-up Time**

Workers taking a course only available during working hours must make up fifty percent (50%) of the time away from job. Make-up time may be deducted from the worker's accrued vacation, personal leave or compensatory time balance. Make-up time will not be allowed when it results in the payment of overtime. The department will make every effort to allow the worker time off except where the payment of overtime will result. A worker and the appropriate level of Management may mutually rearrange the duty shift beyond eight (8) hours but within the forty (40) hour workweek for purposes of participating in non-duty education and/or training deemed by the County to be to the benefit of the worker and the County and such arrangement will be considered a waiver of Section 8.2.

Workers who are granted educational leave only but not tuition assistance, shall reimburse the County through automatic leave reduction in the same manner that educational leave was taken or reduction of leave balances or cashout at separation, of fifty percent (50%) of the time away from the job under the following conditions:

1. Failure to successfully complete the course or obtain a passing grade of C or above;
2. Leaving County employment within one (1) year after successful completion of the course (except if laid off); or
3. Leaving County employment before completion of the course (except if laid off).

**Section 12.10 – In-Service Education Programs -TA to CCL**

The County and the Union may meet and confer on any existing in-service programs or proposed programs during the term of this Agreement at the department level.

**Section 12.11 – Bereavement Leave -CP Proposal April 20, 2023**

Leaves of absence with pay shall be granted workers in order that they may discharge the customary obligations arising from the death of a family member. " Family member" shall mean the child, parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, stepparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any person living in the immediate household of the worker, and any other family member for whom bereavement leave is required by law. Up to forty (40) hours pay shall be granted which

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will consist of sixteen (16) hours not charged to any accumulated balance followed by twenty-four (24) hours chargeable to sick leave, if necessary. An additional twenty-four (24) hours, sixteen (16) chargeable to sick leave and eight (8) not charged to any accumulated balance, is authorized if out-of-state travel is required.

**Section 12.12 – State, Federal and/or County Required Continuing Education Fund**  
**CP date change June 13, 2023**

For the term of this Agreement, the County shall continue a fund of two hundred thousand (\$200,000) per year, with rollover, to be administered at a County-wide level. The purpose of the fund will be to provide reimbursement to workers for the costs of State, Federal and/or County required continuing education.

a) **General Provisions**

1. Only workers whose classifications have mandated State, Federal and/or County continuing education requirements shall be eligible for reimbursement of costs of the mandated continuing education. A list of eligible classifications shall be maintained by ESA. The County shall provide the list to the Union at least annually. The Union shall be notified of any changes to the list of eligible classifications.
2. Should Local 521 SEIU 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, Federal and/or County required continuing education.
3. The County and the Union shall meet prior to the printing of the agreement to determine a notification method when affected classifications are designated by the State, Federal and/or County to receive this reimbursement.
4. This fund shall apply to all workers in classifications noted above who are required by the State, Federal and/or County to take continuing education courses. There are three eligibility periods. The first is between ~~June 15, 2020~~June 12, 2023 and ~~June 13, 2021~~June 10, 2024. The second is between ~~June 14, 2021~~June 10, 2024 and ~~June 12, 2022~~June 8, 2025. The third is between ~~June 13, 2022~~June 9, 2025 and ~~June 11, 2023~~June 7, 2026. Eligible workers may only apply for State, Federal and/or County mandated continuing education courses. Workers may apply for reimbursement to cover fees or tuition and books for State, Federal and/or County required continuing education courses, workshops or seminars.

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5. Total reimbursement for each worker participating in this program will not exceed the actual amount of the continuing education.

b) **State, Federal and/or County Mandated Continuing Education Reimbursement**

1. Workers who must complete State, Federal and/or County mandated continuing education requirements in order to maintain a State, Federal and/or County mandated license or certificate may apply for reimbursement under this provision.
2. Eligible workers may receive reimbursement for fees or tuition, books and other required items if the course, workshop or seminar qualifies for State mandated continuing education.
3. Lodging, travel and other incidentals are not reimbursable under this fund.
4. Funds for this provision will be paid to workers for classes taken in eligibility periods as stated in Section 12.12(a). Requests for reimbursement are to be submitted on a form provided by the County no later than 60 days after the end of the eligibility period. The amount will be disbursed upon presentation of receipt of proof of cost and proof of course completion for required continuing education classes and subject to the availability of funds.
5. Eligible workers will be required to seek reimbursement from this fund first. Any remaining expenses may be reimbursed through regular tuition reimbursement (Article 12.9) procedures. In no event shall the reimbursement exceed the maximum allowed under the appropriate fund or the cost of the course.

c) **Reasons for Denial**

Management may disapprove an application for reimbursement under this provision provided:

1. There are not sufficient funds available in the program.
2. The worker has already received the maximum allowed under this program.

**Section 12.13 – State, Federal, and/or County Required Licensure/Certification Reimbursement -CCL**

**Section 12.14 – Education Reimbursement Committee -CCL**

**Section 12.15 – Drivers Licenses -CCL**

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**Section 12.16 – Time Off for Career Advancement for County Employment Opportunities -CCL**

The County shall permit workers to pursue County employment opportunities, including scheduled examinations, interviews, typing tests, and background investigations without loss of compensation or benefits with supervisory approval and when forty-eight (48) hours' notice is provided.

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## ARTICLE 13 – BENEFIT PROGRAMS

### County holds to CP April 14, 2023

#### Section 13.1 – Workers' Compensation

a) **Eligibility**

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

b) **Compensation**

A worker who is disabled as a result of an industrial injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave and vacation time as when added to any disability indemnity payable under the Workers' Compensation Act will result in a payment to him/her of not more than his/her full salary, unless the worker subsequently notifies his/her department payroll unit of his/her desire not to have integration occur. The change from integration to non-integration shall be implemented at the beginning of the next pay period after such request.

The first three (3) days shall be charged to the worker'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.

c) **Industrially Injured Workers – Temporary Modified Work Program**

The County has established a program to return workers with temporary disabling occupational injuries or illnesses to modified duty within the County as soon as medically practical. Ppursuant to the County's ADA, Reasonable Accommodation, and Injury Prevention Policies. ~~the program, the County will make every reasonable effort to provide meaningful work assignments to all such workers capable of performing modified work. The maximum length of such work program shall not exceed twelve (12) weeks. With the approval of the Worker's Compensation Division, a temporary modified work assignment may be extended to no more than 16 weeks.~~

~~There are three kinds of "Temporary Modified Work" shown in order of preference:~~

~~1. Return to the worker's same job with some duties restricted.~~

~~2. Return to the same job, but for fewer hours per day or fewer hours per week. To be used if an injured worker cannot return on a full-time basis.~~

~~3. Return temporarily to a different job. This is the least desirable and will only be attempted if the regular job cannot be reasonably modified to meet the injured worker's medical limitations.~~

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d) **Treatment Following Return from Leave**

Workers required by their physician to undergo therapy or treatment due to an industrial injury shall receive leave with pay under the following conditions:

1. Treatments are being paid under Workers' Compensation.
2. The therapy or treatment falls within the worker's normal working hours.
3. Applies only to actual prescheduled treatment time and reasonable travel time.

4.2.\_\_\_\_\_The worker provides a statement from the treater.

e) **Clothing Claims**

Loss of, or damage to, a worker's clothing resulting from an industrial injury which requires medical treatment will be replaced by the County through the following procedures:

The Department/Agency will review and make a determination on all such incidents as submitted in writing by the worker. Reimbursement will be limited to the lesser of:

1. 75% of proven replacement cost, or
2. the repair cost.

However, both of the above are limited by a fifty dollar (\$50.00) maximum. (Nothing in this Section is intended to replace or supersede Section 9.2 which provides for replacement of items damaged, lost or destroyed in the line of duty.)

**Section 13.2 – Insurance Programs**

a) **Medical Insurance**

1. **Insurance Plans**

The County and covered workers shall share in the cost of medical plan premiums. The County, in order to provide one health plan where there is not premium sharing, shall continue to offer Valley Health Plan without premium sharing. The County will pay the cost of any premiums for "employee only" and "employee plus dependent" tiers that is not covered by the workers' share of the premium. The worker share shall be as follows:

Valley Health Plan 0% Single, Adult and child(ren), Two adults or Family

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Non-VHP HMO 0% Single, 2%, Adult and child(ren), Two adults or Family

POS 0% Single, \$52.83 Family

| Provider           | Single | Adult and child(ren)   | Two Adults             | Family                 |
|--------------------|--------|------------------------|------------------------|------------------------|
| Valley Health Plan | 0%     | 0%                     | 0%                     | 0%                     |
| Non-VHP HMO        | 0%     | 2%                     | 2%                     | 2%                     |
| POS                | 0%     | \$52.83 per pay period | \$52.83 per pay period | \$52.83 per pay period |

Effective with coverage on or about January 1, 2012, the Kaiser Plan will be changed to \$10 co-payment for office visits, \$35 co-payment for emergency room visits, \$5-\$10 co-payment for prescriptions (30-day supply) and \$10-\$20 co-payment for prescriptions (100-day supply), and \$100 co-payment for hospital admission; the Health Net Plan will be changed to \$15/\$20/30% (Tier 1/2/3) co-payment for office visits, \$50/\$75/30% co-payment for emergency room visits, and \$5/\$15/\$30 (generic/brand/formulary) co-payment for prescription (30-day supply) and \$10/\$30/\$60 co-payment for prescription (90-day supply).

The County and covered workers shall share in the cost of medical plan premiums. The County will pay the cost of any premiums for "employee only" and "employee plus dependent" tiers that is not covered by the workers' share of the premium. The worker share shall be as follows:

Valley Health Plan: of total premium cost for the following coverage tiers:  
0% Single, 0% Adult and child(ren), Two adults or Family

Non-VHP HMO Plan of total premium cost for the following coverage tiers:  
0% Single, 2% Adult and child(ren), 2% Two adults or 2% Family

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POS Plan: 0% of total premium cost for Single and \$52.83 for Family

The required percentage of premium sharing shall be based on the actual premium in effect on June 23, 2013. This shall be reviewed in the limited reopener.

~~Limited Reopener on Medical Insurance plans and plan designs:  
Effective June 15, 2017 the County and the Union shall reopen this section to consider PPO, POS, and HMO plans and plan designs with a goal of the County to mitigate the federal excise "Cadillac Plan" tax of the Affordable Care Act and replace the POS plan. This reopener shall include discussion on a narrow and a broad network for VHP and other healthcare cost containment strategies.~~

2. **Dual Coverage**

Married couples and registered domestic partners who are both County workers shall be eligible for coverage under one medical plan only with the County paying the full premium for dependent coverage. County worker couples are not eligible to participate in the Health Plan Bonus Waiver Program.

3. **Domestic Partners**

Benefits shall be provided in accordance with Article 14 Domestic Partners.

4. **Medical Premium Payments During Family Leave Without Pay, Medical Leave Without Pay and Industrial Injury Leave**

The County will pay the medical premium subject to the applicable co-payments in this Section as follows:

- a. For a worker on parental or industrial injury leave without pay or medical leave without pay, up to thirteen (13) pay periods of worker only coverage. A portion of the leave may include dependent coverage in accordance with the Family and Medical Leave Act, the California Family Rights Act and the County's Family and Medical Leave Policy.
- b. For a worker on family leave without pay, in accordance with the County's Family and Medical Leave Policy, up to twelve (12) weeks of dependent coverage.

5. **Medical Benefits for Retirees**

- a. For workers hired before August 12, 1996.

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The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed five (5) years service (1305 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 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 (as defined in Article 14, Domestic Partner) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

- b. For workers hired on or after August 12, 1996.

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed eight (8) years of service (2088 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 (as defined in Article 14, Domestic Partner) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

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

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers 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 (as defined in Article 14, Domestic Partner) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

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- d. For workers hired on or after September 30, 2013.

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed fifteen (15) years of service (3915 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 (as defined in Article 14, Domestic Partner) of a worker 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 on 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 13.2 (a) 5 subsections a, b, c, or d 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.

- g. Employee Contribution Toward Retiree Medical Obligation Unfunded Liability

- ~~h.~~ Effective pay period 15/14, June 22, 2015, all coded employees shall contribute on a biweekly basis twelve dollars and fifty cents (\$12.50) toward the retiree medical obligation unfunded liability. Such contributions are to be made on a pre-tax basis and employees shall have no vested right to the contributions made by the employees. ~~The County shall make~~ Such contributions shall be used by the County exclusively to offset a portion of the County's annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County's other post employment benefits (OPEB) obligations and shall not be used for any other purpose.

- ~~h.~~ ~~Limited Reopener on Retiree Health Reimbursement Account:~~

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~~Effective the third year of the agreement, the County and the Union shall reopen this section solely to consider the option of a retiree health reimbursement account. Any changes shall only be upon mutual agreement of both parties.~~

b) **Dental Insurance**

The County agrees to contribute the amount of the current monthly insurance premium for dental coverage to cover the worker and full dependent contribution. The existing Delta Dental Plan coverage will be continued in accordance with the following schedule:

|                           |   |
|---------------------------|---|
| Basic and Prosthodontics: | 75-25 - no deductible. \$2,000 maximum per patient per calendar year.       |
| Orthodontics:             | 60-40 - no deductible. \$2,000 lifetime maximum per patient (no age limit). |

The County will pick up inflationary costs for the term of the agreement.

The County will continue to provide an alternative dental plan. The current alternative dental plan is Liberty Dental. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

c) **Health Plan Bonus Waiver Program**

With proof of alternative medical coverage, a worker may opt to waive County provided medical coverage:

1. Effective with each new plan year, a worker who waives medical coverage for self and family must do so for the entire plan year by signing up in a ~~special~~ the open enrollment period. ~~in the prior November~~ The worker shall then receive a bonus of seventy-four dollars (\$74.00) gross payment per pay period (subject to the usual payroll deductions) commencing in the pay period when open enrollment changes take effect. ~~the first pay period of the pay year and through the end of the pay year.~~
2. A part-time worker who waives medical coverage will receive a pro-rated bonus payment according to the code status. At the end of a plan year, a part-time worker may submit a request for supplemental bonus payment to ESA-Benefits ~~Department Division~~ for adjustments due to additional hours worked beyond code status.

3. A new hire worker may waive medical coverage at the time of new employment and receive a pro-rated bonus of seventy-four dollars (\$74.00) gross payment per period starting with the first full pay period.
4. During the plan year, a worker participating in this Program is eligible to re-enroll for coverage within thirty (30) calendar days of an Internal Revenue Service (IRS) defined qualifying event. A worker who re-enrolls shall no longer be eligible to receive the bonus waiver payment effective with the date of coverage.
5. Retirement is not an IRS defined qualifying event. If a worker who is enrolled in the Health Plan Bonus Waiver Program retires during the plan year, the retiree is not eligible to enroll in retiree medical coverage upon retirement until the next open enrollment period after retirement, typically in September.

d) **Life Insurance**

The County agrees to continue the existing base group Life Insurance Plan of twenty-five-thousand (\$25,000) per worker.

e) **Vision Care Plan**

The County agrees to provide a Vision Care Plan for all workers and dependents. The Plan will be the Vision Service Plan - Plan A with benefits at 12/12/24 month intervals with twenty dollar (\$20.00) deductible for examinations and twenty dollar (\$20.00) deductible for materials. The County will fully pay the monthly premium for worker and dependents and pick up inflationary costs during the term of this agreement.

f) **Flexible Spending Account (FSA) Plan**

The County has implemented a Flexible Spending Account (FSA) Plan in accordance with Internal Revenue Code (IRC) Section 125 and its Board approved Plan Document. The County established FSA plan enables a County employee to set aside a bi-weekly payroll deduction on a pre-tax basis for reimbursement of IRS approved eligible medical/dental expenditures for the employee and/or his/her dependents. The bi-weekly payroll deductions are subject to the maximum annual allowable limits under the County's Plan Document and, subject to any federal limits and regulations.

g) **County-wide Benefits**

The parties agree that, during the term of this Agreement, County-wide changes in benefits, such as medical, dental, holidays, or retirement, shall be applied to workers in these units.

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**Section 13.3 – Training for Disabled Workers - County is reviewing and may make a future proposal**

a) **Vocational Rehabilitation**

When a worker is determined by the County unable to return to the classification in which he/she was employed at the time of injury or illness because of a work-connected illness or injury and does not elect a disability retirement, that worker will be offered vocational rehabilitation.

b) **Lateral Transfer/Demotion Openings**

If the worker meets all the qualifications for a particular position (this would take into account his/her medical limitations, prior work experience and skills) and an opening exists that involves a lateral transfer or demotion, the position shall be offered to the worker.

c) **Salary Level**

In accordance with Chapter VI, Article 5, Section A25-661 (e) of the Personnel Practices, "...the salary of the employee shall be placed at the step in the salary range which corresponds most closely to the salary received by the employee as of the time of injury. In the event that such a demotion would result in a salary loss of more than ten (10) percent, the employee's new salary shall be set at the rate closest to but not less than ten (10) percent below his salary as of the time of injury." It is understood that "salary as of time of injury" as used in the previous sentence refers to range and step, not specific dollars.

d) **Training Program**

In those cases where the worker may not have the necessary prior experience or all the required skills but there is reasonable assurance that the worker will be capable of obtaining them through a designated formal on-the-job training program, the County will make reasonable efforts to place the worker in a training program.

e) **Placement Review**

If, after a period on the job, it is demonstrated that the worker is unable to develop the required skills, knowledge and abilities and/or cannot meet the physical requirements to handle the new position, he/she will be placed on a leave of absence and the placement process begins again.

f) **Promotions**

Any position which involves a promotion will call for the normal qualifying procedures, written and/or oral examination. However, if it is found that a worker meets all the qualifications for a higher paying position and an eligibility list is already in existence, the worker shall be allowed to take a written and/or oral

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examination, and, if the worker qualifies, the worker's name will be placed on the eligibility list commensurate with his/her score.

**g) Referral to Accredited Rehabilitation Agency**

In those cases where the County is unable, for one reason or another, to place a worker in a comparable occupation, that worker's case will be referred to an accredited rehabilitation agency as approved by the Division of Industrial Accidents for testing, counseling and retraining at either the County's or State's expense.

**h) State Legislation**

The provisions of this Section shall not apply if State legislation removes from the County the control of training for disabled workers.

**Section 13.4 – Deferred Compensation Plan -CCL**

**Section 13.5 – Joint Health Care Cost Containment Committee -CCL**

**Section 13.6 – Joint Childcare Committee -CCL**

The County and the Union agree to continue the Joint Childcare Committee. The committee shall continue to meet and confer regarding the creation and implementation of a Childcare Program for County workers at no cost to the County. The Dependent Care Assistance Tax Program will continue at no cost to the County during the term of this Agreement unless legislative changes or lack of enrollment determine continuation to be impractical.

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## ARTICLE 19 – GRIEVANCE PROCEDURE

### County not in agreement w/ UP June 8 County counter on June 13

#### **Section 19.1 – Grievance Defined -County Modifies May 9, 2023**

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 workers, the Union, or the County. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

a) **Definition -CCL**

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, Department Memoranda of Agreement and/or Understanding Merit System Rules, or other County ordinances, resolutions, Policy and/or Procedure Manuals, or alleged infringement of a worker's personal rights (i.e., discrimination, harassment) affecting the working conditions of the workers covered by this Agreement, except as excluded under Section 19.1(b)

b) **Matters Excluded From Consideration Under the Grievance Procedure**

1. Disciplinary actions taken under Section 708 of the County Charter.
2. Probationary release of workers.
3. Position classification.
4. Workload/Caseload.
5. Merit System Examinations.
6. Items requiring capital expenditure.
7. Article 2 – No Discrimination
8. Items within the scope of representation and subject to the meet and confer process.

#### **Section 19.2 – Grievance Presentation -CCL**

Workers 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 workers, by the Union, or by the County. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of agreement or memorandum of understanding, nor shall any settlement be made which affects the rights or conditions of other workers represented by the Union without notification to and consultation with the Union.

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

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 19.3 – Procedural Compliance -CCL**

**Section 19.4 – Time Limits -CCL**

**Section 19.5 – Informal Grievance Step -CCL**

**Section 19.6 – Formal Grievance Procedure**

a) **Step One** - Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the appointing authority. A copy of the grievance will be sent to Labor Relations and this copy shall dictate time limits. The grievance form shall contain information which identifies:

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

A decision shall be made in writing within twenty (20) working days of receipt of the grievance.

The Union/worker(s) are responsible for ensuring that its/their written grievances contain facts and contentions that are fully developed and specifically address all of the above identified information requirements. If the Union's/worker(s)' grievance does not fully develop and/or is missing relevant facts or contentions, the County may remand the grievance to the Union/worker(s) for full development

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of the Union's/worker(s)' facts and contentions, amendment of the written grievance, and subsequent further consideration at that level. Any remand by the County shall occur within twenty (20) working days of receipt of the grievance. If the grievance is remanded, the Union/worker may request to meet at the informal level within ten (10) working days after the grievance is remanded. Thereafter, the time limits and procedures applicable to Step One shall apply.

A copy of the decision shall be directed to the person identified in (7) above and grievant, or in the case of a group grievance, to the grievant listed first in (1) above. A copy shall be sent to the Union and this copy shall dictate time limits.

b) **Step Two** – If the aggrieved is not satisfied with the Step One decision, they may, within fifteen (15) working days after receipt of the first step decision request to meet with the Director of Labor Relations or designee and present a written presentation to review. Unless mutually waived, the Director of Labor Relations or designee shall meet with the grievant/Union prior to issuing their decision. The Director of Labor Relations or designated representative shall provide a written decision within twenty (20) working days of the meeting or the date the meeting was mutually waived.

~~b)c) **Mediation** – Prior to advancing to arbitration under “d) Step Three,” both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, the parties shall jointly request that a mediator be assigned by the State Mediation and Conciliation Service. If the mediation process does not promptly result in an acceptable resolution to both parties, the case shall advance to subsection d) Step Three. The parties shall equally share any costs relating to mediation. If there is no agreement to proceed through the mediation step, then the case shall be determined under subsection d) Step Three.~~

e)d) **Step Three** - If the aggrieved is not satisfied with the ~~Step One~~Two decision, ~~he/she/they~~ may, within fifteen (15) working days after receipt of the first step decision, present a written presentation to be directed to the County Executive's designated representative indicating the aggrieved wishes (1) the County Executive's designated representative to review and decide the merits of the case or whether (2) the aggrieved wishes the grievance to be referred to an impartial arbitrator. At this step, a meeting shall be held if requested by either party. The grievant may be accompanied by his/her Steward, or Assistant Chief Steward or Chief Steward. All parties meet and disclose the theory of the grievance and the theory of denial as well as the facts upon which these theories are based.

~~e)e)~~ **Pre-Arbitration Meeting (Stipulation and Arbitrator Selection)** – After a grievance has been moved to Step Two, the Union and County shall continue

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efforts at resolution. In addition, all parties will attempt to stipulate to all facts, disclose all pertinent information and agree on the question or questions to be submitted to an arbitrator.

Pre-Arbitration meetings shall be held monthly for each department/agency. By mutual agreement, pre-arbitration meetings may be scheduled more frequently. The Union shall be entitled to have released, for pre-arbitration meetings, the grievant, and in the case of a group grievance, no more than two (2) of the affected workers, and the appropriate Chief Steward, or Assistant Chief Steward in his/her absence, and the Steward.

Each grievance shall be specifically reviewed and discussed at a maximum of two pre-arbitration meetings. The parties may mutually agree to have additional meetings prior to arbitration. If a grievance remains unresolved after discussion, review, fact stipulations, information disclosure and determination of the questions or question to be submitted to the arbitrator, the parties will select an arbitrator from the panel in Section 19.6(d).

The parties will also decide if the grievance will be arbitrated on an expedited or regular arbitration basis.

e)f) **Arbitration**

For the term of this agreement the County and the Union have agreed to the following panel:

~~John Kagel~~ Andrea Dooley  
Paul Roose  
Katherine Thomson  
Monica Colondres

David Weinberg  
~~Alexander Cohn~~ Yuvall Miller  
Luella Nelson

When the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above panel. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin.

No matter other than a grievance that is an alleged violation of a specific provision(s) as written and submitted in the formal grievance may be reviewed on the merits by an arbitrator. This memorandum of agreement shall be submitted as a joint exhibit. Nothing in this agreement shall be construed to empower any arbitrator to change, modify or amend any of its provisions.

Members of this arbitration panel shall be requested to agree to render their decision within fifteen (15) working days of the hearing, receipt of the transcription or the briefs.

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The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the worker or the Union and the County. Decisions of the arbitrator shall be final and binding.

**Section 19.7 – Expedited Arbitration -CCL**

**Section 19.8 – Arbitration Release Time -CCL**

- a) The worker 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 worker is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing. Release time also will be granted to the appropriate Chief Steward.

Other requests for leave for the purpose of participation in a grievance arbitration hearing will also be granted and charged to the worker's own leave time - provided the absence does not unduly interfere with the performance of service.

## ARTICLE 21 – REORGANIZATION

### County holds to CP April 14

For the purpose of this article, “reorganization” is defined as a major change of organizational structure within a department or within the County that results in substantial changes or a written plan that outlines cumulative changes resulting in substantial changes and that: 1) ~~alters the basic relationships among~~ the core functions of a that department and the working relationships among the affected employees; ~~who carry out these functions in the agency or established workgroup within the department/agency~~ Reorganization could include, but is not limited to 2) changing or deleting of a program; ~~or merging of programs within a Department;~~ or 3) changing the Department’s reporting structure within the County.

The County will notify the Union a minimum of 60 calendar days prior to the reorganization of any department/agency. Should the reorganization impact wages, hours or terms and conditions of employment, the County and the Union agree to meet and confer regarding the impact of such proposed reorganization 45 calendar days prior to the reorganization. The parties agree to meet promptly to ensure timely implementation of any changes. Modifications to any noticed reorganization will not require a new 60-day notice or otherwise reset the timelines contained in this Article.

Upon the Union’s request the department/agency will meet with the Union and explain the business rationale for the reorganization and consider any alternatives proposed by the Union.

~~Should the reorganization impact wages, hours or terms and conditions of employment, the County and the Union agree to meet and confer regarding the impact of such proposed reorganization 45 calendar days prior to the reorganization. The parties agree to meet promptly to ensure timely implementation of any changes.~~

In cases of emergency, ~~when it is determined that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice, such~~ notice and the opportunity to meet shall be provided at the earliest practicable time ~~following the adoption of the ordinance, rule, resolution, or regulation.~~

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## ARTICLE 26 – STRIKES AND LOCKOUTS

### County Holds to CP April 14

~~During the term of this Agreement, the County agrees that it will not lock out workers and the Union agrees that it will not engage in any concerted work stoppage. A violation of this Article will result in cessation of Union dues deduction by the County.~~

~~If a worker represented by Local 521 is expected to cross a picket line set up due to a labor dispute sanctioned by the Central Labor Council and if the crossing of that picket line is in conflict with the worker's conscience, the County Executive and his/her staff will meet, if requested, within twenty-four (24) hours with Local 521 and attempt to reassign said worker in a manner which retains County services and does not result in disciplinary action against the worker.~~

During the term of this Agreement the County will not lock out the employees who are covered by this Agreement. 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, blue flu, sickouts, work-to-rule, sit-ins/sit-downs, intermittent strikes, partial strikes, sympathy strikes, or secondary actions such as refusing to cross picket lines or any other individual or 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.

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 other steps reasonably necessary to induce employees to cease any and all Strike Activity.

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## **NEW ARTICLE**

### **MANAGEMENT RIGHTS -County holds to CP April 14**

Except as expressly modified or restricted by a specific provision of this Agreement, all inherent managerial rights and managerial past practices are retained and vested exclusively with the County. This includes the right to reprimand, suspend, discharge, or otherwise discipline employees; to determine and revise the number of employees to be employed; to hire employees, and assign and direct their work; to promote, demote, transfer, lay off, recall to work; to train, retrain, and to test and determine their ability; to contract out bargaining unit work to meet operational and patient needs; to set and revise standards of work quality; to determine and change the equipment to be used and operated; to determine and change the staffing methods, means, and facilities by which operations are conducted; to control, regulate, delete or change the use of machinery, facilities, equipment and other property of the County and operating procedures pertinent thereto with the County providing employee training and education on operation of any new machinery and equipment; to schedule and reschedule work, jobs, and assignments; to introduce new or revised equipment and/or service or services; to determine the number, location and operation of bargaining unit work; to establish and revise safety standards; to conduct performance reviews of employees; to issue, amend and revise policies, rules, regulations, and practices not inconsistent with the specific terms of this Agreement; and to assure continuous performance of the unit's work. The enumeration of the above Employer's prerogatives shall not be deemed to exclude its other prerogatives not herein listed in this section.

### **Management Rights Continue after Contract Expiration**

The terms of this Article survive contract expiration and remain in force until the execution of a successor memorandum of agreement.

(The County views this proposal to be codifying in the MOA the County's existing management rights and not as a change to the status quo.)

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## TERM OF AGREEMENT

This Agreement shall become effective only upon approval by the Board of Supervisors and for the units listed in Article 1 upon ratification by the individual unit as listed, and shall remain in full force and effect from ~~March 9, 2020~~TBD to and including ~~June 25, 2023~~TBD and from year-to-year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to ~~June 25, 2023~~June TBD, or any subsequent ~~June 25~~June TBD, of its desire to terminate this Agreement or amend any provision thereof.

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## APPENDIX K – CONTRACTING OUT

### County not in agreement w/ UP from May 25 County holds to CP June 1

#### **PART I - COUNTY-WIDE CONTRACTING OUT**

- a) County shall give at least forty-five (45) calendar days (except as provided in Part I e) below) prior written notice of all proposed contracts/calls for bid to private third parties as are required to be presented to the Board of Supervisors for acceptance and/or approval where the labor estimate for same equals or exceeds ~~\$40,000~~ the total average cost, including benefits, of one full time equivalent (FTE) SEIU represented employee, as calculated by the County, for; (1) current work now being done by classifications represented by the Union(s); (2) new work not now being done but otherwise specifically included within job specifications of classifications represented by the Union(s); provided that excluded from this Agreement are all contracts with professionals (such as engineering, architectural, legal and medical) where the primary services contracted for will be provided by those professionals; leases, lease-backs, lease purchases or other facility agreements; work required by law to be contracted out; and continuations of existing contracts. Contracts regularly and customarily let out to private third parties shall also be excluded; provided that for the first three (3) months of the project the County shall give notice of such contracts and meet regarding such contracts as and when requested and if the procedure works to the mutual agreement of both parties, such contracts shall thereafter be subject to the notice and meet and confer provisions of this Agreement.
- b) In determining whether labor estimates equal ~~\$40,000~~ the cost threshold above, all individual contractors hired for a project or assignment will be considered together.
- c) Notice from County is to be given in writing to Union(s) by personal delivery or certified mail. Union(s) shall respond within five (5) working days from date of receipt with request to meet and confer; or Union is deemed to have waived meet and confer. Union(s) shall attempt to respond sooner, if possible.
- d) County and Union(s) shall meet and confer for not more than twenty (20) working days within receipt of written request from Union(s). If concerns are not alleviated or agreement not reached, County may proceed.
- e) The Board of Supervisors may proceed without meeting and conferring if they determine circumstances justify urgency action. Reasonable advance written notice of intention to proceed on such basis shall be provided Union(s) prior to meeting of Board; provided nothing herein shall hamper the Board's lawful exercise of authority under State law in emergency situations.
- f) Workers in the affected department shall have the opportunity to identify cost reductions, program improvements, or other proposals which would address the

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Department's rationale for the considered contract. This opportunity shall be afforded no later than the issuance of the call for bid or request for proposal.

- g) No SEIU 521 represented positions shall be filled by contract employees unless as provided in Appendix K.

## **PART II - MAINTENANCE WORK CONTRACTING OUT ROADS AND AIRPORTS**

- a) In accordance with the following procedures, County and Union shall review at the Roads and Airports Agency department level issuance of Notices to Proceed on Maintenance Work under Minor Engineering Contracts.
- b) Method of Notice - Notice from County is to be given in writing by personal delivery or certified mail to one person designated by the Union, or their alternate(s), not to exceed a total of three (3), with a copy to the Union.
- c) Time Limits and Meet and Confer - Notice from the County in (b) above shall be given seven (7) working days prior to the issuance of Notice to Proceed; and meet and confer, if requested, shall be completed within that time or County may proceed.
- d) Number of Union Representatives - The Union shall designate not more than a total of three (3) representatives from within the department to meet with management.
- e) Exclusions - Excluded from the above procedures are the following types of work, except that prior or concurrent notice shall be given of such work and why excluded.
  - 1. Construction work.
  - 2. Emergency work, i.e., work which cannot be handled because staff and equipment have been allocated and the work must be done post haste.
  - 3. Work to be done with equipment not owned by the Roads and Airports Agency.
- f) The following definitions apply:

**Maintenance Work:** Work performed to keep facilities in repair -- near original condition, considering normal expectation of wear and tear.

**Construction Work:** Work involving additions to facilities, changes in road bed or grade, any overlay of 1 1/4" or more, new facilities, or work required by law to be let.

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## APPENDIX L – EXTRA HELP AND INTERMITTENT WORKERS

### County Not in Agreement with UP 4/14 County holds to CP June 1

#### **A. Extra Help**

##### **1. Purpose**

In order to detail the limitations and the use of extra-help in classifications covered by this Agreement and in order to provide specific notice of extensions of such usage, the parties agree as follows:

##### **2. Policy Statements (Non-Grievable)**

- a) An extra-help appointment is one made to a non-permanent position established to meet a peak-load or other unusual work situation.
- b) No extra-help workers will be retained in a department where there are workers on a re-employment list in the same classification unless the workers on the re-employment list refuse the extra-help work or do not possess the necessary skills.
- c) It is the policy of County that persons who work as extra-help employees shall be compensated on an hourly basis in accordance with the provisions of the Santa Clara County Salary Ordinance and the duties to which they are assigned if they meet all the expected minimum requirements for the comparable permanent position. They are expected to meet all such minimum requirements.

##### **3. Limitations**

- a) No person may receive pay in an extra-help capacity in any classification in the same department for more than one thousand forty (1,040) hours in any fiscal year, unless otherwise approved by the Board of Supervisors.

No person may receive pay in an extra-help capacity in any classification in another department for more than one thousand forty (1,040) hours in the same fiscal year, unless the extra help worker is filling 1) a vacant coded position for which there is an active recruitment for a coded worker; or 2) a permanent or probationary worker is on leave of absence; or 3) the position is frozen by Freeze Exemption Review Committee; or 4) to meet peak-loads or projects. In order to meet peak-loads or for projects, a department must receive authorization from the Director of Personnel prior to hiring an extra-help worker who has completed 1040 hours in another department during that fiscal year.

- b) No more than one (1) extension of 520 hours may be granted in any fiscal year.

##### **4. Extension(s) of Limitations**

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If an extension is to be requested pursuant to 3(a) above, County shall give prior written notice of such request as provided below.

- a) Notice from County shall be provided to the Union at least twenty (20) working days in advance of the scheduled Board of Supervisors' meeting. Union shall respond within five (5) working days from date of receipt with request to meet and discuss; or Union is deemed to have waived meet and discuss. Union shall attempt to respond sooner, if possible.
  - b) County and Union shall meet and discuss for not more than ten (10) working days within receipt of written request from Union. If concerns are not alleviated or agreement not reached, County may proceed.
  - c) The Board of Supervisors may proceed without meeting and discussing, if they determine circumstances justify urgency action. Reasonable advance written notice of intention to proceed on such basis shall be provided Union prior to meeting of Board; provided nothing herein shall hamper the Board's lawful exercise of authority under State law in emergency situations.
5. Extra Help workers shall be subject to the provisions of Article 2; Section 3.1, Section 3.2, Article 4, section 7.1, Section 7.6, Section 7.7 Sections 8.4, 8.5, 8.6 8.9, 8.10 8.12, 8.15 and 8.16, Section 9.3, Article 13.4, Article 16, Article 18, Articles 25, 26, 27, and 28 of the Agreement between the County and Local 521. The following shall also apply to extra help workers:
- a) For extra help hospital workers, overtime is defined as time worked beyond eighty (80) hours in any fourteen (14) day consecutive work period, or beyond eight (8) hours in any workday. For extra help workers, who do not meet the FLSA criteria for different work periods, overtime is defined as time worked beyond forty (40) hours in any seven consecutive day work period or beyond eight (8) hours in any workday. Compensation for overtime shall be paid in cash at the rate of one and one-half (1 1/2) times the regular hourly rate.
  - b) When assigned and worked, Extra Help Workers shall be paid at time and one-half for all hours worked on County holidays.
  - c) Where extra help workers are required to wear uniforms the department will provide to workers.
  - d) Any worker who believes he/she needs safety shoes to safely perform his/her assignment, s/he may request a job hazard assessment of his/her assignment to County OSEC. An assessment shall be conducted by County

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OSEC or the Safety Coordinator or department designated representative (who is trained to conduct assessments) within 60-90 calendar days to determine whether the position requires safety shoes. If a decision is made that the position requires a safety shoes, the County shall provide safety shoes for use within 120 calendar days.

- e) Extra help workers shall be eligible to participate in the County 457 b) Deferred Compensation plan.

**6. Reports**

The County shall, each month, furnish the Union with a list of all extra-help worker names, classification, department, and hours worked. Each year in the month of July, the County shall provide the Union a summary of all extra help hours in classifications represented by SEIU Local 521 by name, classification, department, cost center, step placement and hours for the entire preceding FY.

**7. Extra-Help Meetings**

The County and the Union will meet twice per year during the term of the agreement for the purpose of review and discussion of extra-help usage.

**8. Retained for historical purpose Grandfathering/parenting of Benefits from Extra Help Transition Program**

A final process is established, for the term of this agreement, to transition certain extra help/intermittent workers into regular coded vacancies. It is agreed that regular coded worker's rights shall supersede the extra help/intermittent transition program. The following provisions apply:

- a) As of 7/1/06, an extra help worker (including existing Intermittent Workers) must have an average of 60 hours each pay period for the last two (2) fiscal years (7/1/04 - 6/30/06).
- b) Transition is to either the last classification for extra help work or if more than one classification held then to the highest classification held in these last two (2) fiscal years.
- c) Transition either to the last classification for extra help work, or, if more than one extra help classification held, then to the highest classification held in the last two fiscal years.
- d) The order of offer for transitioning into coded positions will be in order of higher number of extra help hours in the last two (2) fiscal years;
- e) Worked a total of 6,240 hours over the last 5 years; or

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- f) Worked an average 50 hours per pay period for those extra help workers with more than 5 years of extra help status;
- g) Meet minimum qualifications for the job class, and pass any skill test and qualifying examination required of the classification;
- h) Serve an original probationary period; and,

No new codes will be created by the County for the purpose of this Program. Former intermittent workers will maintain their hours accrual towards eligibility for health insurance. Formerly intermittent workers will remain at their current step placement and continue to progress through the step system in accordance with Section 10 of this article. Extra help workers who transition into regular codes will have an eight (8) year vesting period for the retiree health program.

9. Extra Help Workers shall be eligible and may elect to enroll in the Valley Health Plan after 1,040 paid hours of employment. The worker shall pay a pro-rata portion of the total monthly premium costs based on the following:
  - a) During the first year (26 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 50% subsidy of "worker only" premium by the County,
  - b) During the second year (52 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 75% subsidy of "worker only" premium by the county,
  - c) During the third year (78 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 100% "worker only" premium contribution by the County or 50% subsidy of family coverage.
  - d) During the fourth year (104 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 75% subsidy of family coverage.
  - e) During the fifth year (130 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 100% family coverage premium payment by the County.
  - f) Eligible workers shall be allowed to purchase dependent coverage through payroll deduction.

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- g) County paid medical coverage shall be suspended after two (2) pay periods of no paid time.

10. **Salary Steps**

- a) If at step 1 on June 24, 2013, remain at step 1 until 1040 hours are reached by extra help workers after June 24, 2013. Subsequent step increases, step 2 through 5 will occur after each 2080 hours.
- b) If at step 2 or higher on June 24, 2013, remain at that step with movement to subsequent steps, through step 5, to occur after each 2080 hours.

**Sub-steps 98 and 99 abolishment:**

Sub-steps 98 and 99 shall be abolished effective June 24, 2013.

Extra help workers hired on or before June 24, 2013 and who remain in sub-step 98/99 on or after June 24, 2013 shall be placed in step 1 starting from June 24, 2013.

Extra help workers hired after June 24, 2013 into sub-step 98/99 shall be placed in step 1 starting from the date of hire.

**B. Continuation of the Former Intermittent Worker Benefit Program**

The County and the Union agreed to eliminate the Intermittent Worker Program effective June 20, 2006. All Former Intermittent Workers who became Extra Help workers and who elected to enroll in Valley Health Plan as of June 19, 2006, will continue the current schedule of benefits. The worker shall pay a pro-rata portion of the total monthly premium costs as in subsection A.9 above.

**C. Other Provisions**

The County and the Union mutually agree to continue the following provisions of the agreement from the prior re-opener on the issue of extra help use as follows:

1. **Extra Help Usage Cap**

Extra help use shall be capped at 1,250,000 hours per fiscal year. Extra help workers working for The Registrar of Voters shall not be counted against the 1,250,000 hour cap. In the event of unanticipated circumstances, which cause additional usage of extra help hours, the County may exceed the extra hour usage caps only after meeting and conferring with the Union and reaching mutual agreement.

2. **Streamlining of the Hiring Processes:**

The County and the Union jointly identified methods to streamline the hiring process in an effort to reduce the need for extra help. When applicable, these methods include:

- a) Identify and increase the number of classes for continuous recruitment;
- b) Screen all applications within five (5) working days of recruitment closing;
- c) Score all exams within five (5) working days of testing;
- d) Provide all certification lists to department/agency within three (3) days of a request;
- e) Use the Internet for recruitment;
- f) Start recruitment process before some jobs become vacant;
- g) Train managers and supervisors on the effective use of eligible lists, filling temporary vacancies and using the recruitment process; and alternatives to extra help usage including Provisional and Substitute Provisional appointments.
- h) The County and the Union shall meet annually to review and evaluate the effectiveness of the identified streamlining methods.

**3. ~~Pathway to Permanency:~~**

~~The County shall centralize hiring of twenty-two (22) extra help classifications as well as expedite the hiring (for vacancies the County intends to fill) of coded classifications with the necessary skill sets for specific jobs, thus reducing training time.~~

~~On January 3, 2011, the County established a Pilot Program which centralizes hiring of the below extra help classifications as well as expedite the hiring of coded classifications with the necessary skill sets for specific jobs, thus reducing training time. Below are the affected Classifications~~

| <del>County-wide Classifications</del> | <del>HHS Specific Classifications</del>    |
|--|--|
| <del>Food Service Worker I</del>       | <del>Health Information Clerk I</del>      |
| <del>Janitor</del>                     | <del>Health Services Representative</del>  |
| <del>Office Specialist II</del>        | <del>Hospital Services Assistant II</del>  |
| <del>Office Specialist III</del>       | <del>Medical Assistant</del>               |
| <del>Stock Clerk</del>                 | <del>Medical Laboratory Assistant II</del> |

The following ten classifications are those agreed to be added to the Program:

| <del>County-wide / Department Specific Classifications</del> | <del>HHS Specific Classifications</del> |
|--|---|
| <del>Office Specialist I</del>                               | <del>Mental Health Worker</del>         |
| <del>Community Worker</del>                                  | <del>Pharmacy Technician</del>          |
| <del>Library Page</del>                                      | <del>Medical Unit Clerk</del>           |
| <del>Warehouse Materials Handler Series</del>                | <del>Health Information Clerk II</del>  |
| <del>Probation Counselor</del>                               | <del>Patient Transporter</del>          |
| <del>Food Service Worker Correction</del>                    | <del>Licensed Vocational Nurse</del>    |

~~Extra help workers hired in the designated pilot classifications, shall be required to have a passing score on exam prior to employment. Should there be an urgency to hire into such extra help classifications, the pre-employment examination may be waived upon the approval of the Personnel Director. However, the qualifying examination must be taken within sixty days of employment. Those workers failing to achieve a qualifying score (70%) shall not be eligible to be placed into a coded position in that classification under this program.~~

~~The County and the Union shall meet within 90 days of agreement to discuss options in assisting extra help employees achieve employment in coded positions. Discussions shall include training to assist extra help employees be successful in the testing process and job advancement skills. Regular coded workers' rights shall supersede any extra help Transition Program developed from this section.~~

~~The parties agree to meet to evaluate the Pathway to Permanency Program if requested by either the County or the Union.~~

3. Extra help to Unclassified process

a. The County will offer a one-time opportunity for Extra Help workers to move into unclassified positions under the following conditions:

i. The County will alternatively staff the following classifications as unclassified and classified.

| <u>County-wide / Department Specific Classifications</u> | <u>HHS Specific Classifications</u>   |
|--|---------------------------------------|
| <u>Community Worker</u>                                  | <u>Health Information Clerk I</u>     |
| <u>Food Service Worker I</u>                             | <u>Health Information Clerk II</u>    |
| <u>Food Service Worker Correction</u>                    | <u>Health Services Representative</u> |
| <u>Janitor</u>   | <u>Hospital Services Assistant II</u> |
| <u>Library Page</u>                                      | <u>Medical Assistant</u>              |

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|   |  |
|---|--|
| <u>Material Supplies Specialists</u>      | <u>Medical Laboratory Assistant II</u> |
| <u>Office Specialist I</u>                | <u>Medical Unit Clerk</u>              |
| <u>Office Specialist II</u>               | <u>Mental Health Worker</u>            |
| <u>Office Specialist III</u>              | <u>Pharmacy Technician</u>             |
| <u>Probation Counselor</u>                | <u>Patient Transporter</u>             |
| <u>Warehouse Materials Handler Series</u> | <u>Licensed Vocational Nurse</u>       |

- ii. To qualify, Extra Help workers must: 1) meet the employment standards of the classification into which they seek to be appointed; and 2) have worked a minimum of 1040 hours in the last two (2) years.
- iii. On August 7, 2023, the appointing authority may select for an unclassified position any extra help employee in the classifications under Section 2.a.i above who meet the requirements in Section 2.a.ii.

Employees will have up to nine (9) months to have a favorable promotional rating form completed by their manager/supervisor. If the employee receives a favorable promotional rating form, the employee must take and pass the qualifying test to qualify to make a status change and be promoted into the coded classified position they are currently holding.

4. **Float Pools:**

Continue the Float Pool program established in Santa Clara Valley Health and Hospital System and in the Department of Correction. Float positions are used to cover the absences of classified or unclassified workers for special projects as needed.

The program in Santa Clara Valley Health and Hospital System consists of the following classifications:

| Classification                 | # of Codes |
|--------------------------------|------------|
| Hospital Services Assistant II | 7          |
| Janitor                        | 3          |
| Health Services Representative | 5          |
| Medical Assistant              | 1          |
| Nursing Attendant              | 4          |
| Office Specialist I            | 3          |

The program in the Department of Correction will consist of two (2)

Float positions to be selected by management from the classifications of FSW-Correction, Cook II, Dietetic Assistant or Baker.

**5. Part Year Codes**

The County and the Union agreed to the establishment of half-year (13 pay periods) and three-quarter year (19 pay periods) positions in the Department of Parks and Recreation. Workers hired into such positions shall work full-time for either 13 or 19 pay periods. The County agrees to expand to other areas as appropriate by agreement of the County and Union.

Workers hired into such positions shall be eligible for benefits as full-time employees for the effective time period (13 pay periods or 19 pay periods) of the code. Workers who work beyond the time period of the code shall be eligible for benefits in accordance with Section 7.4b) of the Agreement between the County and the Union.

All time worked in a part year coded classification will be used for the purposes of determining a part year worker's probationary period under Section 6.1.

Workers in half-year or three-quarter year codes shall not be eligible for coverage under Article 5 - Layoff.

Workers in such positions shall be released from County employment at the expiration of the time period established for the position, but may be retained on an as needed basis by the Department of Parks & Recreation. Workers released from such positions because of the expiration of time for the position are not guaranteed recall into such positions in subsequent years. To the extent that the County determines to fill such positions in subsequent years, workers will be recalled by classification and seniority.

Seniority shall be defined as the date of hire within a part year coded classification in the Department of Parks & Recreation within the classified service of the County. For the purpose of computing total time in the worker's classification, the worker will be given credit for all time in any part year classification at the same or higher salary level, in which status had formerly been held. Date of hire shall be adjusted for all time on leave without pay, which extends beyond one full pay period, but shall not be adjusted for all time on maternity leave, worker's compensation leave and military leave.

The hiring for the positions will be done according to Merit System Rules. For the initial hiring, the Department of Parks & Recreation the 1999 seasonal workers were offered positions by seniority based on the total length of extra help service as determined by the department and in consultation with the Union.

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The County agreed to delete the extra help classification of Park Aide and to establish the classification of Parks Services Attendant.

6. **Reports:**

a) Extra help hours report:

The County will modify the bi-weekly extra help hours report to include the total number of extra help hours in each budget unit and the original date of hire of each extra help worker. Any date prior to February 23, 1998 will not be considered.

b) Quarterly reports to Board of Supervisors:

If the Board of Supervisors is provided with a quarterly report on extra help workers represented by Local 521, the report will include the total number of hours by department/agency. Local 521 will be provided with a copy of the report.

c) Creation of tests:

The Union will provide the County with a list of concerns where members report problems with the test and suggestions for revisions. The County agrees to study and respond to the Union's report.

7. **Budget Item:**

Starting FY 2001-2002, a line item for each budget will be included in the County Budget that represents the cost of budgeted extra help usage.

8. **Department/Agency Meetings:**

- a) At the request of the Union, a joint meeting conducted with Union representatives, Department representatives and representatives of the Employees Services Agency (ESA) when a County department/agency significantly exceeds extra help targets. ESA will prepare a report that includes a review of the meeting, the reasons the extra help target was exceeded and any plans or recommendations to reduce extra help use if appropriate. The report will be provided to the County Executive and copied to Union.

Create a centralized oversight committee to meet 4 times per year to ensure that progress is made on pathways to permanency and to monitor usage.

## APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

### County holds to CCL

The following Guidelines have been mutually agreed upon in accordance with the Agreements between Santa Clara County and Locals 1587, legacy Locals 535 and 715 (currently SEIU Local 521). The County-wide Joint Labor/Management Safety Committee, hereinafter referred to as the County-wide Safety Committee, as established by those Agreements, shall continue to meet in order to implement these Guidelines and to conduct an on-going review of the safety program and Departmental Joint Labor/Management Safety Committees, hereinafter referred to as the Departmental Safety Committee. Revisions or additions to these Guidelines may be made upon mutual agreement of the Union and Management representatives to the County-wide Committee.

### GUIDELINES

1. **Departmental Safety Officer**  
Each department head shall designate a Departmental Safety Officer, with concurrence of the County Director of Personnel.
2. **Safety Stewards**  
The Unions shall designate Safety Stewards and alternates. There shall be a Safety Steward available to each worker. The number and distribution shall be such that a Steward be available to each work area or place. Safety Stewards may also be regular Stewards.
3. **Departmental Safety Committee**  
A Departmental Safety Committee shall be established in each County Department, which shall include Departmental Safety Officers and Safety Stewards. The Unions and the department shall mutually agree on the number of representatives to the Departmental Safety Committee. Composition of the Committee shall be subject to review and approval of the County-wide Safety Committee.
4. **Employee Representatives**  
In the event that no Union represents workers in a given work place, employee representatives shall be elected by democratic vote of non-supervisory personnel.
5. **Departmental Safety Committee Structure**  
The structure of the Departmental Safety Committees and the frequency of meeting shall be determined by mutual agreement within each Departmental Committee. For example, in a small department a formal committee structure may not be necessary. Also, in a large, complex department, a subcommittee structure may be appropriate.
6. **Departmental Safety Officer Responsibilities**

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The Departmental Safety Officer shall ensure safe working conditions, provide and enforce adequate safety procedures, and take any steps necessary to provide and maintain a safe working environment within his/her department. The Departmental Safety Officer must be familiar with the operation of the department and informed of day-to-day developments which may affect safety of working conditions. The Departmental Safety Officer shall be responsible for implementation and enforcement of Guidelines established by the County-wide Safety Committee.

7. **Release Time**

Safety Stewards shall receive paid release time from regular duties for performance of their duties as Safety Stewards. Examples of reasons for such release time are:

- a) Scheduled Safety Committee meetings within the department.
- b) Meetings with Management on specific health or safety problems.
- c) Scheduled Safety Training sessions.
- d) Accident or Hazard Report investigation and correction. Reasonable release time for investigation and correction shall be allowed.

Time off for representation should not unduly interfere with the performance of the Safety Steward's other duties as a worker or with the work flow requirements of the department.

8. **Safety Inspections**

Safety inspections shall be conducted of every work place as necessary by the first-line supervisor with a Safety Steward, when possible. A monthly inspection report shall be made and filed with the Departmental Safety Officer.

9. **Hazard Report, Action, Appeals Process**

- a) Management shall make available to workers in all work locations the standard County Hazard Report forms which may be filed by any worker with the responsible member of supervision. The worker should retain a copy.
- b) Supervisor shall transfer information from Hazard Report forms to Hazard Action forms and process as follows:
  1. When corrective action is necessary, responsible supervisor shall state on Hazard Action forms the nature of the corrective action taken

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or to be taken by the responsible supervisor, specifying dates, in order to eliminate unsafe or unhealthy condition which may exist.

2. Within two (2) business days of the receipt of the Hazard Report, the supervisor shall submit copies of the Hazard Action form to the Departmental Safety Officer, the Safety Steward concerned, the County-wide Safety Committee and the worker concerned.
  3. If the Safety Steward and/or the worker concerned are (is) not satisfied with the corrective action taken or to be taken, the matter may be appealed to the Departmental Safety Officer.
  4. Within ten (10) business days of receipt of Appeal, the Departmental Safety Officer shall further investigate and shall reassess and provide the Safety Steward and the worker concerned with a written statement (specifying dates) of action taken or to be taken.
  5. In the event that the worker concerned or the Safety Steward is not satisfied with the decision of the Departmental Safety Officer, the matter may be referred by any of the involved parties to the Departmental Safety Committee for decision and action.
  6. If the Departmental Safety Committee cannot agendize or satisfactorily resolve the matter within ten (10) days of receipt of appeal, it may be referred to the County-wide Safety Committee by any of the involved parties.
- c) In the event that a hazardous condition presents a clear and immediate danger to the health or safety of workers, the above time limits shall be reduced to immediate response and action.
10. **Supervisor's Report of Industrial Injury**
- a) The supervisor shall complete the Supervisor's Report of Industrial Injury on the same date he is informed of an on-the-job accident. This includes an investigation as to whether the accident was the result of an unsafe act or unsafe condition.
  - b) The copies shall be immediately dispersed according to the instructions on the form with the exception of the fourth copy (Goldenrod-Department). This copy will be given to the injured worker. A fifth, duplicated, copy shall be provided the Safety Steward by the Departmental Safety Officer.

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- c) If, in the opinion of the supervisor, the accident is the result of an unsafe working condition, the supervisor shall take immediate steps to correct it and complete a Hazard Action form following the procedure as outlined in Paragraph 9(b) above.
  - d) If, in the opinion of the supervisor, the accident is not the result of an unsafe working condition and the injured worker or Safety Steward disagrees, the worker or Safety Steward shall complete a Hazard Report form following the procedure as outlined in paragraph 9(b) above.
11. **Priority Status for Safety Work Orders**  
 When the Department Safety Officer states to Department of General Services-Building Operations that the item needing service is a safety hazard, the person in Building Operations receiving the request will so mark the order form. The section foreman will assign priority status to the Work Order so action begins within twenty-four (24) hours.
12. **Safety Work Procedures**
- a) The Departmental Safety Committees shall establish and periodically review by mutual agreement safety work procedures to ensure safe working practices and conditions. Safety work procedures shall be directed at specific health or safety problems, and shall be clear, simple, and precise, without being unnecessarily restrictive.
  - b) Safety work procedures appropriate to each work area or place shall be posted on the bulletin board.
13. **Safety Training**
- a) The County-wide Safety Committee shall establish a Safety Training Subcommittee. This Subcommittee shall design and implement a County-wide training program for Safety Stewards, supervisors and non-supervisory workers, working with and through the Departmental Safety Committees, subject to the review and approval of the County-wide Safety Committee.
  - b) Safety training shall be conducted on a departmental level. It shall include training in identification and correction of health and safety hazards, training in safe work practices, training in hazard report and appeal processes, training in Cal-OSHA regulations and procedures.
  - c) Safety training shall be provided workers on a regular basis in each work area. A monthly written record shall be received and maintained by the Departmental Safety Committee reflecting the date, duration, and subject

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matter of any training provided. High hazard or injury areas may be required to conduct more frequent training sessions. Training shall be conducted at the lowest practical level of supervision.

14. **Video Display Terminal Provision**

a) **Guidelines**

Pursuant to the VDT Workstation Sideletter of the 1985-87 Contract, the County Executive's Guidelines for Purchasing and Maintenance of VDT Equipment dated July 3, 1987 has been issued to all departments.

b) **Alternate Work for Pregnant Workers**

Although research to date has not proven that video display terminals are a health or safety hazard, in recognition of concern about potential adverse effects involving pregnancy, the County agrees to the following:

A pregnant worker assigned VDT functions may request reassignment, within her department/agency for the term of the pregnancy to non-VDT duties. The department will assess the request of the worker and may reassign, redistribute or restructure work to accommodate such request. A worker must submit a written request for the assignment to non-VDT duties. The department/agency shall not be required to make work or otherwise create positions that would not be performed in the normal course and scope of business nor to adversely affect the operation of the department/agency or work unit.

Reassignment, redistribution or restructuring of work may result in the assignment of duties outside the worker's job classification. In cases of assignments to a position in a lower classification, the worker shall be paid consistent with the lower classification and shall not continue any pay differentials unless eligibility exists in the position in the lower classification. In cases of assignments to a position in a higher classification, provisions of Section 7.5, Work Out of Classification, shall apply.

If a worker is required to work at a location other than her regular work location, all claims pursuant to Section 8.11, shall be waived.

Assignments pursuant to this Appendix shall supersede all departmental agreement assignment bidding provisions.

Any probationary worker reassigned to a different class shall not receive credit towards completion of the worker's probationary period for the period of reassignment. Credit towards completion of the probation period shall be

given for time during which the worker's current classification duties have been redistributed or restructured within the same classification.

Should the worker refuse an offer of reassignment, work restructure, or work redistribution, the worker may request a personal leave of absence pursuant to Section 12.5(a), or seek, on her own, a permanent voluntary demotion or transfer. During the period of time that worker is seeking a permanent demotion or transfer or in the absence of the permanent transfer, demotion or personal leave, the worker shall continue to perform VDT duties.

If the department is not able to accommodate the request due to cost, operational impact, etc., the worker may request a personal leave of absence pursuant to Section 12.5(a) or seek on her own a permanent voluntary demotion or transfer or may seek on her own a temporary transfer to a permanent coded position which is vacant due to a leave of absence in another department/agency subject to the following conditions:

1. No more than seven (7) workers on a County-wide basis and no more than one (1) worker per department at any time may be temporarily transferred to a permanent coded position which is vacant due to a leave of absence outside of their department/agency.
2. The receiving department must agree to the temporary transfer.
3. Any worker seeking a temporary transfer must execute a contract and receive approval from the Office of Labor Relations. This contract will include, but not be limited to:
  - a. specific acknowledgement and waivers of layoff seniority in the department in which the vacant leave of absence position has been accepted;
  - b. waiver of bidding rights under the departmental agreement in the originating department (except those rights afforded workers on maternity leave);
  - c. waiver of bidding rights under the departmental agreement in the receiving department;
  - d. acknowledgement that should the vacant leave of absence position become unavailable, the worker shall be required to commence her leave of absence as of that date and may not

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return to her originating department until the conclusion of her maternity leave of absence.

4. For purposes of returning to her originating department, the worker shall be returned on the same basis as if Section 6.9 had applied.
5. The worker who has taken a position under this provision who begins her maternity leave shall be considered on leave from her originating department.

The worker shall continue to perform VDT duties during the period of time that the worker is seeking a permanent demotion or transfer, or transfer to a permanent position vacant due to a leave of absence or in the absence of any transfer, demotion or personal leave.

**SIDE LETTER OF AGREEMENT  
BETWEEN  
COUNTY OF SANTA  
CLARA AND SEIU  
LOCAL 521**

- ~~A. This Agreement addresses matters related to Article 13.2 (5) (g) Medical Benefits for Retirees.~~
- ~~B. The purpose of this side letter is to memorialize the parties agreement to meet during the term of this agreement to discuss the feasibility of establishing a Retiree Health Reimbursement Account. The parties agree to meet upon request by either party to review and discuss items directly related to this. The contract shall not be re-opened, unless by mutual agreement of the parties.~~
- ~~C. The County agrees to provide all pertinent information related to the discussions on this matter.~~

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**Side Letter on Educational ~~Leave~~-Support Program Committee**

~~October 15, 2019~~June 13, 2023

**Work-School Educational Leave Support Program**

The County and the Union shall establish a committee to meet to explore ideas and options regarding career development. The committee should review the current opportunities that are available to County employees and how to enhance, educate, and increase participation by County workers.

The committee shall consist of up to eight (8) workers from SEIU 521, along with representatives from the County.

The committee shall explore the possibility of career commitment in exchange for educational opportunities that promote investment in workforce training and/or creates career paths for County workers.

The committee shall be established no later than one hundred and eighty (180) days from the ratification of this agreement by the Union and adoption by the County. The County is not obligated to implement any recommendation from the committee.

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See the County's June 1, 2023 package proposal regarding vacancies and transfers

~~Side Letter Agreement between the County of Santa Clara  
And  
SEIU Local 521  
Regarding Classification and Staffing (including Vacancies)~~

~~The Union and County agree to repurpose the current ESA Monthly SEIU Classification meeting into a Joint Committee in order to provide formal opportunities to discuss the hiring processes related to SEIU Classifications and to develop recommendations for consideration by the County. The Joint Committee shall function in the following manner:~~

- ~~1) Review current classifications and staffing and identify possible issues and potential solutions, which could among other things include streamlining of hiring processes and timely and efficient reduction of vacancies. The Union and the County recognize that while the Joint Committee itself will not have the authority to implement its recommendations, the Union and County can and will use good faith efforts to implement those recommendations that are mutually agreed upon by the Joint Committee, in compliance with all applicable laws, rules, and regulations.~~
- ~~2) Meet to develop specific recommendations using the following process:
  - ~~a. The Joint Committee shall meet monthly beginning in January 2020 or upon adoption of the successor MOU, whichever is later. The Joint Committee will continue to meet during the life of that successor MOU which expires on XX.
    - ~~i. The Joint Committee shall be composed of ten (10) members, five (5) representing the Union and five (5) representing the County. The Union's Joint Committee members may include the Chapter President, the Chief Elected Officer or his/her designee, and one additional Union staff person and two additional represented County employees to be named by the Union. The County's Joint Committee members may include the Director of the Employee Services Agency or his/her designee, the County Executive or his/her designee and three (3) additional County representatives to be named by the County.~~~~~~

- ~~1. The Chairpersonship of the meetings should alternate between the Union and County and the roles shall be limited to conducting an orderly meeting.~~
- ~~ii. Meetings shall be conducted in a County facility or at the Union office and shall alternate whenever possible. Meetings shall begin at a time agreed upon by the Union and the County. At the first meeting, a specific day and time shall be selected for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.~~
- ~~iii. Agenda and Reporting~~
  - ~~1. The Joint Committee shall prepare an agenda for the meeting and shall distribute it to all members at least two working days prior to the meeting.~~
  - ~~2. The agenda may include topics such as:
 
    - ~~a. Classification Work (including Classification Studies, Administrative Specification Revisions, Salary Review, Specification Abolishment Project)~~
    - ~~b. Use of Overtime~~
    - ~~c. Use of Extra Help~~
    - ~~d. Recruitment Posting Requirements (Departmental Agreements, Contract Requirements, Merit System Rules)~~
    - ~~e. Career advancement tools available to employees (ESA website content, transfer band calculator, transfer opportunity calculator)~~~~
  - ~~3. Discussions will be documented as they are discussed and drafts of the minutes of meetings will be jointly refined by one designated representative from the Union and one designated representative from the County.~~
  - ~~4. Topics not on meeting agenda may be discussed in the current meeting by mutual agreement or can be placed on the following meeting's agenda. The agenda for the next meeting(s) shall be developed during the previous meeting. The agenda shall include a brief description of each item to be discussed.~~
- ~~b. The Joint Committee shall be provided with relevant data in order to develop an understanding of the County's hiring system and to consider recommendations for improvement.~~
- ~~c. Meetings of the Joint Committee shall not be considered "meet and confer" and shall not modify any current MOU's or Departmental Agreements.~~
- ~~d. The Joint Committee shall not have authority to direct County staff or Union members.~~

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~~On July 1, 2020, and quarterly thereafter the Joint Committee shall report to the County's Director of the Employee Services Agency, the County Executive and Chief Operating Officer, and the Union's Chief Elected Officer on its recommendations and their possible implementation. Decisions about Joint Committee recommendations shall not be grievable, appealable, or reviewable by any other individual or agency.~~

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