

ARTICLE 3 – UNION SECURITY

6/24/23
@ 6:21 p.m.

County Proposal June 24

Section 3.1 – Relationship Affirmation -CCL

Section 3.2 – Union Deductions -CCL

Section 3.3 – Other Deductions -CCL

The County shall deduct other deductions for insurance programs from paychecks of workers under reasonable procedures prescribed by the County for such deductions which may include workers not within recognized bargaining units of the Union in accordance with procedures that may be established between the parties.

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 modified proposal June 24

Union Worksite Organizers shall give notice to the department head or his/her designated representative prior to entering departmental facilities to visit other than public areas. Union Worksite Organizers shall follow all County policies and practices when visiting County worksites. This includes signing in and out at front desks, wearing visitor badges, and being escorted when required.

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 during the worker's rest period, meal period or outside the worker's working 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.

e)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.

d)e) **Names and Addresses of Covered Workers**

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 1 of 84

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.

e)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.

f)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.

Section 3.5 – Union Label -CCL

Section 3.6 – Printing of Agreement -CCL

Section 3.7 – New Worker Orientation – County not in Agreement with UP dated 6/23/2023, County holds to CP modifies prior proposal 6/24/2023

When a new workers are is hired into a Union-represented classification, the County shall notify such the workers that SEIU, Local 521 is the recognized employee organization in for 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 information which shall be supplied to the County by SEIU, Local 521the Union.

The Union shall be allowed a Representative at new hire orientations for new workers or departmental orientations including but not limited to where they are held in place of County-wide orientations including orientations at Human Resources Service Centers, ESA, Santa Clara Valley Healthcare (SCVH), HHS, and Social Services Agency (SSA). The Representative may be a Steward, Chief Steward, or Union-designated representative who will notify their 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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 2 of 84

As part of each new worker's onboarding, the County shall notify each new worker of their right to attend a thirty (30) minute Union orientation session, and will provide sufficient information and release time to new workers to facilitate their attendance at a scheduled Union orientation session. The County and the Union agree to schedule Union orientations on a bi-weekly basis at locations determined to have reasonable geographic access relative to the new worker's worksite, with the intent to limit drive times. Dates and times of the orientations may vary to accommodate the different needs of new workers such as varying shifts and regularly scheduled days off. The Union and the County will determine the date(s), time(s), and location(s) of the Union orientations. If there are conflicts with dates, times, and/or locations of such orientations, the Union and the County shall work together to rectify those issues. The County shall secure a room and sufficient tables and chairs. The thirty (30) minutes provided to the Union at orientation sessions scheduled at SCVH, SSA, or any other County department constitute a Union orientation session satisfying the requirements of this section, and employees attending those sessions are not entitled to attend an additional Union orientation during their scheduled, County-paid work time.

Such The Union orientation shall be conducted by representatives designated by the Union. Union representatives attending new hire orientations shall be allowed thirty (30) minutes during the orientation to make a presentation and answer questions from workers in classifications represented by the Union. County representatives shall not be present during the Union portion of the orientation. The County or Department, where appropriate, will notify the Union ten (10) business days in advance of such County new-worker orientation sessions and to the extent available, shall include a list of new workers in SEIU-represented classifications scheduled to attend. If an employee was unable to attend a Union orientation within the first thirty (30) calendar days of hire, they shall be allowed to attend a regularly scheduled Union orientation session that occurs within 120-days of their hire date.

With the exception of orientations at and for SCVH and SSA, the County shall schedule no more than fifty (50) employees to attend each Union orientation. The Parties will schedule multiple sessions if needed and shall coordinate such dates, times, and locations.

Employees shall be paid for the actual attendance time, up to thirty (30) minutes, to attend one Union orientation. Employees shall be paid for travel time, if the travel time and orientation session takes place during their scheduled work time. Time spent traveling to a Union orientation session that is held at the beginning of an employee's shift is not compensable. Time spent traveling from a Union orientation session to the employee's home at the end of their scheduled shift is not compensable.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

The number of ~~stewards/~~leaders representatives released for the orientation shall be based on the number of new workers in SEIU--represented classifications at each orientation as follows:

- | | |
|-------------------------------------|--|
| 1 - 25 <u>50</u> Workers | - Up to 24 Representatives Released |
| 26 - 50 Workers | 2 Representatives Released |
| 51-75 Workers | - 3 Representatives Released |
| 76 or more Workers | - 4 Representatives Released |

The County shall provide the Union a malleable electronic file containing the name, job title, department, work location, home and cell phone numbers, home address, and personal and work email addresses that the County has on record within the County's Human Resources Information System of any newly hired employee within two (2) pay periods of the date of hire.

If the parties mutually agree, the County and the Union will meet to discuss issues or questions related to this section and attempt to reach a common understanding.

Section 3.8 – Third-Party Requests

The County shall comply with the law, including ~~Government Code section 6254.3~~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.

ARTICLE 6 – PERSONNEL ACTION

County proposal June 20

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, /Mmanagers, and/or /linvestigators 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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

c) **Authority of Investigator**

In a County investigation, the County may authorize a supervisor, manager, and/or internal or external investigator to conduct internal investigations. Workers are required to fully participate and cooperate to the same extent 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

Unclassified workers who have completed nineteen (19) complete pay periods or twenty-five (25) complete pay periods (the period being equal to the probationary period for a comparable classified position) may grieve disciplinary action on the grounds that such discipline was not for cause. Such grievance shall comply in all respects with Article 19 of this contract.

Notice of disciplinary action must be served on the worker in person or by certified mail prior to the disciplinary action becoming effective. Notice shall be included in worker's personnel file and a copy sent to the Union in person or by regular mail and designated Chief Steward, and shall include:

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 6 of 84

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement advising the worker of the right to appeal from such action and the right to Union representation.

Unclassified workers shall be given five (5) days' notice of discharge or demotion except, where circumstances require immediate action.

Workers serving a suspension of one full pay period or more shall have his/her suspension served over multiple pay periods to avoid the loss of health benefits.

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 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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 7 of 84

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

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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

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, which are subject to the process described in Article 21.

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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 9 of 84

ARTICLE 7 – PAY PRACTICES

County Proposal June 24

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 and three quarters three percent (4.753.00%) 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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 10 of 84

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 -CCL

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) 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).

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 Proposal June 24

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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **12** of **84**

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 authorized by administrative order of the County Executive.

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, Call Taker, and Complaint Center Dispatcher and Senior Communications 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.

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 authorized by administrative order of the County Executive.

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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 13 of 84

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 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**

1. Definitions

"Employee" is defined as an individual that meets all of the following requirements: (1) is employed by the County, (2) is represented by SEIU, (3) works in a covered classification (see Section 2), (4) provides direct patient care or supports direct patient care in a general acute care hospital, clinic, or public health setting, and (5) meets the definition of non-exempt employee under California law.

"Providing" a meal period or rest break is defined as the County meeting all of the following: (1) relieving the employee of all duty during the rest break/meal period, (2) relinquishing control over the employee's activities, (3) permitting the employee a reasonable opportunity to take the rest break/meal period uninterrupted, and (4) not impeding or discouraging the employee from taking the rest break/meal period.

"Regular Rate of Pay" for the purposes of this subsection of this agreement includes adjustments to the straight time rate, reflecting, among other things, shift differentials and the per-hour value of any non-hourly compensation the employee has earned.

2. Covered Classifications

The only classifications that may meet the definition of "Employee" in Section 1 of this Side Letter are listed in Attachment A.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 15 of 84

An employee (as defined by Section 1) working in one of the classifications listed in Appendix XX will be entitled to the meal periods and rest breaks as described in this Section and will not be entitled to meal periods and rest breaks under MOA Sections 8.4(a) and 8.5.

If an administrative or judicial decision, following exhaustion of any, and all appeal rights, holds that one or more classifications not included in this Section is subject to Labor Code section 512.1, the terms of this Section shall apply to that/those classification(s).

3. Unpaid Meal Periods

- a. An employee working more than five (5) hours during a shift will be provided one (1) unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour. An employee working in excess of ten (10) hours during a shift will be provided an additional unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour.
- b. An employee working five (5) hours or less during a shift will not be provided a meal period.
- c. With advanced written Management approval, an employee may waive their right to unpaid meal periods. An employee seeking to withdraw an approved waiver must give their supervisor and manager at least two (2) weeks written notice. Management will consider the emergency needs of employees requesting to withdraw their waiver with less than two (2) weeks written notice.
- d. Within the parameters set forth in this Section, Management has the right to decide the length (e.g., thirty (30) minutes versus sixty (60) minutes) and timing (i.e., when during a shift) of a meal period.

4. Paid Rest Breaks

- a. For every four (4) hours of work during a shift an employee will be provided a paid fifteen (15) minute rest break.
- b. Within the parameters set forth in this Section, Management has the right to decide the timing of rest breaks.

5. Combined Unpaid Meal Periods and Paid Rest Breaks

- a. An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior Management approval, combine up to two (2) paid rest breaks together during that shift, for a combined, continuous paid rest break of thirty (30) minutes.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

b. An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior Management approval, combine an unpaid meal period with one (1) or two (2) of their paid rest breaks during that shift. Employees combining an unpaid meal period with one or more paid rest breaks will only be paid for the portion of time considered part of the employee's paid rest break(s).

c. Within the parameters set forth in this Section, Management has the right to decide the timing and order of the combined rest breaks and combined meal period / rest break(s). Other than in emergency circumstances, the County will provide the Union notice and the opportunity to meet and confer regarding elimination of the combined meal period / rest periods, to the extent required by the MMBA and/or Memorandum of Agreement.

6. Monetary Remedy for Missed Unpaid Meal Period and/or Paid Rest Break

a. Subject to the limitations in this Section:

i. An employee who is not provided one (1) or more required meal period(s) required by this Side Letter will be entitled to one (1) hour of additional pay at their regular rate of pay.

ii. An employee who is not provided one (1) or more of their required rest period(s) required by this Side Letter will be entitled to one (1) hour of additional pay at their regular rate of pay.

b. The maximum monetary remedy for any workday will be two (2) one (1) hours of additional pay per one (1) continuous shift: (one hour for one (1) or more missed rest breaks and one (1) hour for one (1) or more missed meal periods).

c. A monetary remedy shall not apply where an employee chooses to work during a provided meal period or rest break.

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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

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-eight forty~~ dollars (\$3840) for each eight (8) hour shift, or substantial portion 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

S6A Ultrasonographer I - A

S6B Ultrasonographer I - B

S6C Ultrasonographer I - C

S9A Ultrasonographer II - A

S9B Ultrasonographer II - B

S9C Ultrasonographer II - C

S9J Cardiac Sonographer I

S9H Cardiac Sonographer II

S9G Cardiac Sonographer III

R2V Associate Cardio Interventional Technologist

R2W CardioVascular Interventional Technologist

R2X Interventional Radiology Technologist

R8D Diagnostic Imaging Technologist I – Mammography

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

- 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 (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
- R54 Respiratory Therapy ~~Inservice Coordinator~~ Services Specialist
- S30 Ultrasonographer I
- S29 Ultrasonographer II
- Y04 Medical Social Worker I
- Y0E Medical Social Worker I – U

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 19 of 84

Y03 Medical Social Worker II

Y0D Medical Social Worker II-U

S79 Per Diem Ultrasonographer I

S98 Per Diem Ultrasonographer II

R2G Per Diem Respiratory Care Practitioner

S9K Per Diem Cardiac Sonographer II

S9L Per Diem Cardiac Sonographer III

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 County work location, a minimum of ~~four~~two (42) hours overtime shall be credited to the worker. If the worker performs work that requires more time than the initial two (2) hours, the hours worked after the initial two (2) hours will be rounded to the next full hour (e.g., 2.3 hours would be rounded to 3 hours). The worker may return home following completion of the work that required returning to the recognized County work location. 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

S6A Ultrasonographer I - A

S6B Ultrasonographer I - B

S6C Ultrasonographer I - C

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **20** of **84**

- S9A Ultrasonographer II - A
- S9B Ultrasonographer II - B
- S9C Ultrasonographer II - C
- S9J Cardiac Sonographer I
- S9H Cardiac Sonographer II
- S9G Cardiac Sonographer III
- R2V Associate Cardio Interventional Technologist
- R2W CardioVascular Interventional Technologist
- R2X Interventional Radiology Technologist
- 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
- S23 Surgical Technician
- R27 Pharmacist
- P40 Pharmacist Specialist
- R15 Respiratory Care Practitioner

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

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

S79 Per Diem Ultrasonographer I

S98 Per Diem Ultrasonographer II

R2G Per Diem Respiratory Care Practitioner

S9K Per Diem Cardiac Sonographer II

S9L Per Diem Cardiac Sonographer III

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

The payment of the guaranteed ~~four~~two (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 (2) 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 ~~four~~two (2) hour guaranteed minimum until the original ~~four~~two (2) hours has elapsed.

~~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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **22** of **84**

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 -County TA 6/24

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 -County TA 6/24

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.

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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 23 of 84

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 ~~-Modified CCL~~

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.

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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **24** of **84**

- 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.
- 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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 25 of 84

- 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

Section 8.16 – Hazard Duty Pay -Proposal June 24

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~~ thirty cents (\$1.5025) 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, holidays worked, 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~~ thirty cents (\$1.5025) 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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **26** of **84**

This hazard duty pay should not be included in the paid status time of the coded class described in this paragraph c).

~~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 8.18 – Telework -CCL

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 maintain a teleworking program for workers in SEIU 521 represented classifications. 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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 27 of 84

as being assigned to work out of class, being assigned to a new project, or covering 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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **28** of **84**

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

- 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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **29** of **84**

ARTICLE 9 – UNIFORMS AND CLOTHING

County Counter Proposal May 9, 2023

Section 9.1 – Uniforms

Uniform Allowance

1. A yearly uniform allowance of five hundred fifty (\$550.00) dollars shall be payable annually ~~in the month of March. Departments may provide the uniform allowance through voucher process. The uniform allowance will be prorated for new hires and for any worker on an unpaid leave of absence of one or more full pay periods. If a department pays the worker a cash uniform allowance, the uniform allowance will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. The uniform allowance will not be paid for any pay periods in which the worker is in an unpaid status for the complete pay period. The uniform allowance will be prorated for code status (full time employee or part time employee). Newly hired workers will receive the uniform allowance beginning on their pay period of hire. Newly hired workers will not be paid the uniform allowance retroactively to the first pay period of the payroll calendar year.~~ Uniforms allowance shall be payable to the following classes:

V57 Animal Control Officer
V5H Senior Animal Control Officer
G74 Custody Support Assistant
V42 Estate Property Specialist
M11 Fleet Maintenance Scheduler (Sherriff Office only)
N96 ~~Hospital~~ Stationary Engineer
D43 Law Enforcement Clerk (Sheriff's Office Records & Admin Booking DOC only)
D63 Law Enforcement Records Specialist (Sheriff's Office Records & Admin Booking DOC only)
D42 Law Enforcement Records Technician–(Sheriff's Office Records & Admin Booking DOC only)
M38 Parking Lot Checker
M35 Parking Patrol Coordinator
F02 Property/Evidence Technician
U98 Protective Services Officer
U9Z Sheriff Protective Services Officer
G73 Sheriff Technician (Sheriff's Office civil and court division)
N95 ~~Sr. Hospital Stationary~~Assistant Chief Engineer
N93 Stationary Engineer – Facilities and Fleet
X81 Weed Abatement Inspector

2. Newly hired coded workers, not previously employed by the County, who are required to wear a uniform and in classifications listed in Section 9.1(a)

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 30 of 84

within the Sheriff's Department and the Department of Correction, shall receive an initial eight hundred and fifty (\$850) dollar uniform allowance. Those workers who receive the initial eight hundred and fifty (\$850) dollar allowance will not receive the five hundred fifty (\$550) dollar March allowance in their first year of service. The eight hundred and fifty (\$850) dollar uniform allowance will be divided by the number of pay periods in the remaining in the pay roll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the employee each pay period. After the worker is paid the initial eight hundred and fifty (\$850) dollar uniform allowance in their first pay roll calendar year of employment, the worker will receive a five hundred and fifty (\$550) dollar uniform allowance in each subsequent pay roll calendar year of their employment. The five hundred and fifty (\$550) dollar uniform allowance will be divided by the number of pay periods in the pay roll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period of the subsequent calendar years. The uniform allowance will not be paid for any pay periods in which the worker is in an unpaid status for the complete pay period. The uniform allowance will be prorated for code status (full time employee or part time employee).

3. If the uniform requirement for any class listed above is eliminated by the County, notice of same shall be given to the Union, and the allowance will be discontinued. Modification to County required articles of clothing which cause an increase in costs shall be met and conferred upon during the contract term.

a) **County Issued Uniforms**

Other than the classifications shown in Section 9.1(a), uniforms supplied by the County and required prior to July 12, 1999 shall continue to be required and supplied for the term of this agreement unless notice to discontinue is provided to the Union.

b) **New Uniform Requirements**

During the term of this Agreement, the County may designate specific classifications within Departments/Agencies which may be required to wear a standard uniform or standard uniform items for bona fide business purposes.

In such instances, the Union will be given a minimum of thirty (30) calendar days notice and an opportunity to meet and confer as to whether the classification shall be eligible for a uniform allowance, the amount of the allowance (not to exceed the amount and payment schedule listed in Section 9.1(a), or if the Department/Agency will provide the uniform or uniform items, as well as the safety aspects of the uniform requirements and uniform items.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 31 of 84

c) **Clothing Allowance**

A yearly clothing allowance of one hundred (\$100.00) dollars shall be payable annually ~~in the month of March. The clothing allowance shall be prorated for new hires and for any worker on an unpaid leave of absence of one or more full pay periods. The clothing allowance will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. The clothing allowance will not be paid for any pay periods in which the worker is in an unpaid status for the complete pay period. The clothing allowance will be prorated for code status (full time employee or part time employee). Newly hired workers will receive the clothing allowance beginning on their pay period of hire. Newly hired workers will not be paid the clothing allowance retroactively to the first pay period of the payroll calendar year.~~ Clothing allowances shall be payable to the following classes:

H18 Janitor
H67 Food Service Worker I
H66 Food Service Worker II
M48 General Maintenance Mechanic I
M47 General Maintenance Mechanic II
M56 General Maintenance Mechanic III
L35 Telecommunications Technician
N96 Hospital Stationary Engineer
N95 Sr. Hospital Stationary Assistant Chief Engineer

If any classification above is required to wear a uniform and fall under 9.1 a) or b) notice shall be given to the Union and the allowance will be discontinued.

Section 9.2 – Repair/Replace Claims Union Agrees to CP dated 5/2/2023

The County shall provide the necessary protective clothing to workers and classifications pursuant to such requests by the workers affected as provided by law under Cal-OSHA, Title 8, Article 10. The County shall pay the cost of repairing or replacing the uniforms, clothing and equipment of County workers which have been damaged, lost or destroyed in the line of duty when the following conditions exist:

- a) The clothing, uniform or equipment is specifically required by the department or necessary to the workers to perform his/her duty; and not adaptable for continued wear to the extent that they may be said to replace the worker's regular clothing; or
- b) The clothing, uniform or equipment has been damaged or destroyed in the course of making an arrest, or in the issuance of a citation, or in the legal restraint of

persons being placed in custody or already in custody, or in the service of legal documents as part of the worker's duties or in the saving of a human life; and

- c) The worker has not, through negligence or willful misconduct, contributed to such damage or destruction of said property.

Claims for reimbursement shall be reviewed and approved by the Department/Agency in accordance with procedures set forth by the County Executive.

Section 9.3 – Safety Shoes Union Agrees to CP dated 5/2/2023

a) **Reimbursement**

Workers in classifications listed in Section 9.3(b) and meeting the requirements of Section 9.3(c) shall be eligible for County approved safety shoes not to exceed the cost of two hundred and fifty dollars (\$250.00). The reimbursement or voucher may include sole inserts.

b) **Eligible Classifications**

Airport Operations Worker Series
Animal Control Officer Series
Associate Telecommunications Technician
Auto Attendant & Helpers
Auto Mechanic Series
Bindery Worker I (Delivery position only)
Chief of Party
Communications Cable Installer
Communication Systems Technician
Construction Inspector Series
Cook ~~III~~
Custody Support Assistant
Election Materials Processing Coordinator/Asst
Election Systems Technician I/II
Electrical/Electronic Technician Series
Electronic Repair Technician Series
Emergency Vehicle Equipment Installer
Engineering Aide I/II
Engineering Technician I/II/III
Environmental Technician
Estate Property Specialist
Facility Maintenance Rep
Field Survey Technician Series
Fleet Maintenance Scheduler (Sherriff Office Only)
Fleet Parts Coordinator
Fleet Services Assistant Mechanic

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 33 of 84

Fleet Services Modification Mechanic
 Fleet Services Mechanic
 Food Service Worker I/II
 Food Service Worker/Correction
 Gardener
 General Maintenance Mechanic Series
 Janitors assigned to Facilities and Fleet
 Law Enforcement Clerk (Sheriff's Office and Admin. Booking – Records Div. only)
 Law Enforcement Records Specialist (Sheriff's Office and Admin. Booking –
 Records Div. only)
 Law Enforcement Records Technician (Sheriff's Office and Admin. Booking –
 Records Div. only)
 Laundry Worker I/II
 Material Testing Technician Series
 Messenger Drivers
 Offset Press Operator III
 Park Equipment Operator
 Park Maintenance Worker Series
 Parks Rangemaster Series
 Park Services Attendant
 Park Trail Specialist
 Parking Lot Checker
 Parking Patrol Coordinator
 Probation Assistant I/II
 Probation Counselors I/II
 Property/Evidence Technician
 Protective Services Officer
 Rangemaster Series
 Road Maintenance Worker Series
 Senior Warehouse Material Handler
Sheriff Protective Services Officer
 Sheriff's Technician (Sheriff's Office Civil and Court divisions)
 Sign Shop Technician
 Stationary Engineer/ ~~Senior Stationary Assistant Chief Engineer~~
Stationary Engineer – Facilities and Fleet
~~Stock Clerk Series~~ Material Supply Specialist
~~Storekeeper Series~~
 Telecommunications Technician
 Traffic Painter Series
 Utility Worker
 Vector Control Technician I/II/III
 Vector Control Ecology Ed Specialist
 Warehouse Material Handler Series

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Weed Abatement Inspector

c) **Approved Safety Shoes/Mandatory Wearing Requirements**

All workers in the classifications listed in 9.3(b) shall be required to wear appropriate safety footwear, as authorized and approved by the County Executive, during all working hours unless the worker is occupying a position exempted from the mandatory requirement.

A worker occupying an exempted position within a classification listed in Section 9.3(b) may participate in the safety shoe reimbursement program, provided if the worker participates he/she shall be required to wear appropriate authorized safety footwear as authorized and approved by the County Executive, during all working hours.

d) **Safety Committee**

On a periodic, and as needed basis, the Safety Committee shall review and advise the County Executive on the list of authorized and approved safety footwear, mandatory classes and exempted positions within the mandatory classes. The County Executive shall make the final determination.

e) **Reimbursement Process**

Workers claiming safety shoe reimbursement must purchase safety shoes from approved vendors.

Workers with specialized fitting needs may be referred to additional approved vendors by the office of Occupational Safety and Environmental Compliance.

f) **Individual Workers**

If any worker believes s/he needs safety shoes to 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 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. A final determination and shoe reimbursement shall be in accordance with Section 9.3(d) and within 120 days.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 35 of 84

ARTICLE 10 – HOLIDAYS

County holds to CP April 14

Section 10.1 – Legal Holidays

The following shall be observed as legal holidays:

- a) January 1st
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February
- d) March 31st (Cesar Chavez' Birthday)
- e) Last Monday in May
- f) Juneteenth, June 19th
- g) July 4th
- 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 25th
- 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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 36 of 84

(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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **37** of **84**

ARTICLE 12 – LEAVE PROVISIONS

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.

Section 12.8 – Leaves to Perform Jury Duty or to Respond to a Subpoena -CCL

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **38** of **84**

Section 12.9 – Educational Leave and Tuition Reimbursement Fund -CP proposal
June 24

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.)~~ If the worker is receiving reimbursement from any other government agency or private source, that amount shall be applied first to the cost of the training tuition. If the reimbursement from all other government agencies and/or private sources does not cover the entire tuition cost, the employee may receive tuition reimbursement from the County, subject to the individual (currently \$3,000) and County-wide (currently \$750,000) caps on educational leave and tuition reimbursement.
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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **40** of **84**

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.
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

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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

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 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 12, 2023 and June 9, 2024. The second is between June 10, 2024 and June 8, 2025. The third is between June 9, 2025 and 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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 42 of 84

State, Federal and/or County required continuing education courses, workshops or seminars.

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 -TA to UP 6/23~~

~~The County and the Union will meet every six (6) months to review funds under Section 12.9 and Section 12.12 and procedures for encumbering funds under Section 12.9. By mutual agreement, the parties may agree to transfer money between the funds for better utilization and/or change procedures for encumbering funds under Section 12.9.~~

Section 12.1~~5~~4 – Drivers Licenses -CCL

Section 12.1~~6~~5 – Time Off for Career Advancement for County Employment Opportunities -CCL

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **44** of **84**

ARTICLE 13 – BENEFIT PROGRAMS

County proposal June 15

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 -CCL**

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. Pursuant to 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.

d) **Treatment Following Return from Leave**

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 45 of 84

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. 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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 46 of 84

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

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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 47 of 84

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.

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.

- 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

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:~~

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 50 of 84

~~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 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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **52** of **84**

Section 13.3 – Training for Disabled Workers County Proposal June 15

a) Vocational Rehabilitation Supplemental Job Displacement Benefit

~~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. Injured workers may be entitled to supplemental job displacement benefits, if any, subject to California Workers Compensation law.~~

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 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 Authority~~

~~The provisions of this Section shall not apply if State legislation removes from the County the control of training for disabled workers. This Agreement does not address, change, or otherwise impact California Workers Compensation law.~~

Section 13.4 – Deferred Compensation Plan

The County will continue the present deferred income plan. If the County proposes to change the plan it shall provide appropriate notice to the Union and the parties shall meet and confer over said changes.

Section 13.5 – Joint Health Care Cost Containment Committee

A Joint Union-Management Committee with equal representation of management and Union will continue to meet and further develop measures for limiting increased health plan costs (without shifting such costs to workers or reducing the level of benefits or quality of care). The committee will be responsible to explore health plans, including health plan options and dental changes and other topics on an as needed basis.

The Health Care Cost Containment Committee will also investigate other plan options for workers and retirees outside of the Santa Clara County service area, including contracting with out of area government agencies for local health plan coverage. With the agreement of the Union and the County, there shall be a limited mid-term re-opener for the purposes of implementing optional plans or changes to workers' benefits.

Section 13.6 – Joint Childcare Committee

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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 54 of 84

ARTICLE 19 – GRIEVANCE PROCEDURE

County Proposal June 24

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

~~7.8.~~ Items within the scope of representation and subject to the meet and confer process.

Section 19.2 – Grievance Presentation -CCL

Section 19.3 – Procedural Compliance -CCL

Section 19.4 – Time Limits -CCL

Section 19.5 – Informal Grievance Step -CCL

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 55 of 84

It is agreed that workers will act promptly through an informal meeting with their immediate supervisor outside of the bargaining unit on any act, condition or circumstance which is causing worker dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance.

A meeting should take place whenever requested by either party to assist to clarify or resolve the grievance. The worker may be accompanied by his/her steward, Assistant Chief Steward or Chief Steward at the informal meeting.

Any resolution reached at the informal step must be in accordance with the provisions of this agreement, or other rule or ordinance and shall not set precedent.

Section 19.6 –Grievance

Section 19.7 – Expedited Arbitration -CCL

Section 19.8 – Arbitration Release Time -CCL

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **56** of **84**

ARTICLE 21 – REORGANIZATION

County Holds to CP June 20

For the purpose of this article, “reorganization” is defined as a 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 alters the basic relationships among the core functions of that department and the working relationships among the affected employees who carry out those functions in the agency or established workgroup within the department/agency. Reorganization could include, but is not limited to changing or deleting of a program, or merging of programs within a Department, or 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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 57 of 84

ARTICLE 26 – STRIKES AND LOCKOUTS

County Proposal June 24

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.~~

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 58 of 84

NEW ARTICLE
MANAGEMENT RIGHTS -County Withdraws CP April 14

From: SCCo To SEIU June 24, 2023
This proposal includes all previous proposals unless specifically modified herein.
All Tas subject to ratification by the BOS.
New language is underlined.
Deleted language is struck through.
Current contract language is CCL
Page 59 of 84

APPENDIX K – CONTRACTING OUT

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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **60** of **84**

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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 61 of 84

APPENDIX L – EXTRA HELP AND INTERMITTENT WORKERS

A. Extra Help ~~CCL~~

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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 62 of 84

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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 63 of 84

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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 64 of 84

- 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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 65 of 84

- 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:**

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 66 of 84

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~~

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

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

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

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

~~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>
<u>Material Supplies Specialists</u>	<u>Medical Laboratory Assistant II</u>
<u>Office Specialist I</u>	<u>Medical Unit Clerk</u>

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Office Specialist II	Mental Health Worker
Office Specialist III	Pharmacy Technician
Probation Counselor	Patient Transporter
Warehouse Materials Handler Series	Licensed Vocational Nurse

- 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.

3.4. 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.

4.5. Part Year Codes

From: SCCo To SEIU June 24, 2023
 This proposal includes all previous proposals unless specifically modified herein.
 All Tas subject to ratification by the BOS.
 New language is underlined.
 Deleted language is struck through.
 Current contract language is CCL

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.

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

5.6. Reports:

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **70** of **84**

- 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.

6.7. 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.

7.8. 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.
- b) 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

D97 ACCOUNT CLERK II
D96 ACCOUNTANT ASSISTANT
C60 ADMIN ASSISTANT
X19 ADMIN ASSISTANT-CONF CLERICAL
R78 ANESTHESIA TECHNICIAN
N95 ASSISTANT CHIEF ENGINEER
K06 ASSOC BIOMEDICAL ENGR TECH
R2V ASSOC CARDIO INTERV TECH
G1U ASSOC IT FIELD SUPPORT SPC
G2U ASSOC USER EXP (UX) DESIGNER
C5F ASSOCIATE COMMUNICATIONS OFFCR
K03 BIOMEDICAL ENGINEERING TECH
C35 BUYER ASSISTANT
S9J CARDIAC SONOGRAPHER I
S9H CARDIAC SONOGRAPHER II
S9G CARDIAC SONOGRAPHER III
R4A CARDIO REHAB SPECIALIST
R2W CARDIOVASCULAR INTERV TECHNOL
R9A CLINICAL NEUROPHYSIOLG TECH I
R99 CLINICAL NEUROPHYSIOLG TECH II
C2D CLINICAL RESEARCH ASSOCIATE
C2E CLINICAL RESEARCH ASST II
C2C CLINICAL SUPPORT PROGRAM CRD
J06 CODER I
J05 CODER II
J04 CODER III - INPATIENT

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **72** of **84**

W09 COMM OUTREACH SPEC - U
S51 COMMUNICABLE DISEASE INVEST
E04 COMMUNITY OUTREACH SPECIALIST
E07 COMMUNITY WORKER
Q96 COMMUNITY WORKER - U
H59 COOK
E49 DAY CARE CENTER AIDE
R8D DIAG IMAGING TECH I -MAMMO
R8G DIAG IMAGING TECH I-CLIN INSTR
R8E DIAG IMAGING TECH I-CT
R8F DIAG IMAGING TECH I-CT & MAMMO
R8C DIAG IMAGING TECH I-FLUORSCOPY
R8A DIAG IMAGING TECH II- MAMMO
R8B DIAG IMAGING TECH II-CT
R87 DIAGNOSTIC IMAGING TECH I
R88 DIAGNOSTIC IMAGING TECH II
R71 DIALYSIS TECHNICIAN
H64 DIETETIC ASSISTANT
S34 EKG TECHNICIAN
K94 ELECTRONIC REPAIR TECHNICIAN
S91 EMERGENCY ROOM TECH
J28 EPIDEMIOLOGIST I
J25 EPIDEMIOLOGIST II
C29 EXEC ASSISTANT I
C19 EXEC ASSISTANT II
M20 FACILITIES MAINTENANCE REP
H67 FOOD SERVICE WORKER I

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **73** of **84**

H66 FOOD SERVICE WORKER II
R44 GASTROENTEROLOGY TECHNICIAN
M48 GENERAL MAINT MECHANIC I
M47 GENERAL MAINT MECHANIC II
M47 GENERAL MAINT MECHANIC III
J46 GRAPHIC DESIGNER I
J45 GRAPHIC DESIGNER II
B5Z HEALTH CARE PROG ANALYST ASSOC
B5Y HEALTH CARE PROGRAM ANALYST I
J27 HEALTH EDUCATION ASSOCIATE
W08 HEALTH EDUCATION ASSOCIATE - U
J69 HEALTH INFORMATION CLERK I
J68 HEALTH INFORMATION CLERK II
J67 HEALTH INFORMATION CLERK III
J78 HEALTH INFORMATION TECH I
J77 HEALTH INFORMATION TECH II
D2E HEALTH SERVICES REP
D2G HEALTH SERVICES REP - U
G52 HOSPITAL COMMUNICATIONS OPR
S95 HOSPITAL SERVICES ASST I
S93 HOSPITAL SERVICES ASST II
D29 HOUSE STAFF COORD
G51 INFO SYSTEMS TECH IG50 INFO SYSTEMS TECH II
G38 INFO SYSTEMS TECH III
R2X INTERVENTIONAL RADIOLOGY TECHN
G1T IT FIELD SUPPORT SPECIALIST
H18 JANITOR

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **74** of **84**

H86 LAUNDRY WORKER I
H84 LAUNDRY WORKER II
F14 LEGAL CLERK
F16 LEGAL CLERK TRAINEE
E41 LIBRARY ASSISTANT I
E40 LIBRARY ASSISTANT II
S85 LICENSED VOCATIONAL NURSE
Q8S LICENSED VOCATIONAL NURSE - U
M83 LOCKSMITH
G8H MATERIALS SUPPLY SPECIALIST
D79 MEDICAL ADMIN ASSISTANT I
D76 MEDICAL ADMIN ASSISTANT II
H93 MEDICAL ASSISTANT
R7F MEDICAL LABORATORY ASST III
R75 MEDICAL LABORATORY ASSISTANT I
R74 MEDICAL LABORATORY ASST II
D75 MEDICAL OFFICE SPECIALIST
D87 MEDICAL TRANSCRIPTIONIST
D50 MEDICAL TRANSLATOR
D52 MEDICAL TRANSLATOR TRAINEE
D02 MEDICAL UNIT CLERK
E33 MENTAL HEALTH COMMUNITY WORKER
D2J MENTAL HEALTH PEER SUPPORT WRK
S9S MENTAL HEALTH WORKER
E28 MESSENGER DRIVER
E60 MOBILE OUTREACH DRIVER
S3M MONITOR TECHNICIAN

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **75** of **84**

R6A MRI TECHNOLOGIST - ANGIO
R6C MRI TECHNOLOGIST - CT
R2E MRI TECHNOLOGIST - EH
P84 OBSTETRIC TECHNICIAN
R2C OCCUPATIONAL THERAPY ASST II
D51 OFFICE SPECIALIST I
D49 OFFICE SPECIALIST II
D09 OFFICE SPECIALIST III
P71 OPERATING ROOM CLERK
P48 OPHTHALMIC TECHNICIAN
R90 ORTHOPEDIC TECHNICIAN
M68 PAINTER
S9Q PATIENT ACTIVITIES COORDINATOR
D48 PATIENT BUSINESS SERV CLERK
S9P PATIENT TRANSPORT COORDINATOR
S9T PATIENT TRANSPORTER
Q9T PATIENT TRANSPORTER - U
R97 PER DIEM DIAGNOSTIC IMG TECH I
R2G PER DIEM RESPIRATORY CARE PRCT
S79 PER DIEM ULTRASONOGRAPHER I
S98 PER DIEM ULTRASONOGRAPHER II
R27 PHARMACIST
R96 PHARMACIST LOCUM TENENS
P40 PHARMACIST SPECIALIST
R21 PHARMACY ASSISTANT
R2S PHARMACY DATA SPECIALIST VHP
R29 PHARMACY TECHNICIAN

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **76** of **84**

R2T PHARMACY TECHNICIAN - U
R69 PHYSICAL THERAPIST ASST I
R64 PHYSICAL THERAPIST ASST II
U98 PROTECTIVE SERVICES OFFICER
S88 PSYCHIATRIC TECHNICIAN I
S87 PSYCHIATRIC TECHNICIAN II
E32 PUBLIC HEALTH ASSISTANT
S50 PUBLIC HEALTH NURSE I
S48 PUBLIC HEALTH NURSE II
W25 PUBLIC HEALTH NURSE II - U
S47 PUBLIC HEALTH NURSE III
W41 PUBLIC HEALTH NURSE III - U
S08 PUBLIC HEALTH NUTRITION ASSOC
P76 REGISTERED DENTAL ASSISTANT
H6A REGISTERED DIETETIC TECHNICIAN
P67 REHABILITATION COUNSELOR
Q6R REHABILITATION COUNSELOR - U
U10 REHABILITATION THERAPY SPEC-U
D3A RESOURCES SCHEDULING REP
R15 RESPIRATORY CARE PRAC I
R54 RESPIRATORY THERAPY SVCS SPCL
G1S SENIOR IT FIELD SUPPORT SPEC
E87 SR ACCOUNT CLERK
K01 SR BIOMEDICAL ENGINEERING TECH
S5D SR COMMUNICABLE DISEASE INVES
J23 SR EPIDEMIOLOGIST
C08 SR EXECUTIVE ASSISTANT

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page 77 of 84

D1E SR HEALTH SERVICES REP
P94 SR HOSPITAL PSYCHOLOGICAL ASST
X09 SR OFFICE SPECIALIST
D45 SR PATIENT BUSINESS SVCS CLK
K18 SR TELECOMMUNICATIONS TECH
N96 STATIONARY ENGINEER
S06 STERILE PROCESS TECH II
S68 STERILE PROCESSING TECH I
C8H STUDENT INTERN, LEVEL III
C8J STUDENT INTERN, LEVEL IV
D8F STUDENT INTERN-521, LEVEL I
D8G STUDENT INTERN-521, LEVEL II
D8H STUDENT INTERN-521, LEVEL III
D8J STUDENT INTERN-521, LEVEL IV
S2D SURGERY SCHEDULER
P82 SURGICAL AIDE
S23 SURGICAL TECHNICIAN
G1Z SYSTEMS ADMINISTRATOR TECH
E20 TELECOMMUNICATIONS SRV SPC
L35 TELECOMMUNICATIONS TECHNICIAN
R48 THERAPY TECHNICIAN
S6A ULTRASONOGRAPHER I – A
S6B ULTRASONOGRAPHER I - B
S6C ULTRASONOGRAPHER I - C
S9A ULTRASONOGRAPHER II - A
S9B ULTRASONOGRAPHER II - B
S9C ULTRASONOGRAPHER II - C

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **78** of **84**

S9D ULTRASONOGRAPHER II - D

R63 UROLOGY CLINICAL COORD

H17 UTILITY WORKER

D4M VHP CLAIMS EXAMINER

D25 VHP MEMBER SERVICES REP

F5F VITAL RECORDS SPECIALIST I

F5E VITAL RECORDS SPECIALIST II

T20 VOLUNTEER COORDINATOR

G77 WAREHOUSE MATERIALS HANDLER

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **79** of **84**

High vacancy classification proposal

The HR Director or designee has the authority to proceed directly to an open competitive recruitment for any current or newly open vacant positions in classifications that have a County-wide vacancy rate of 5% or higher for ninety (90) consecutive days or longer. — The HR Director shall post the position(s) as open competitive and/or allow the use of the existing open competitive eligible list and bypass all other otherwise applicable requirements and processes regarding transfers and internal postings, such as those in department agreements and the parties' Memorandum of Agreement.

Side Letter on Educational Support Program Committee

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 and advancement. The committee will review the current programs and opportunities that are available to County employees and discuss how to enhance these programs, educate workers about these opportunities, 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.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **81** of **84**

~~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~~

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

~~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.~~

~~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.~~

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

Page **84** of **84**