



## County of Santa Clara

**LOCAL 715**



**Service Employees  
International Union  
Local 715**

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# CONTRACT

July 12, 1999 - June 23, 2002  
Contract extended through June 20, 2004  
And as extended through June 18, 2006

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**AGREEMENT**

**Between**

**COUNTY OF SANTA CLARA**

**And**

**LOCAL 715**

**(SANTA CLARA COUNTY CHAPTER)**

**affiliated with**

**SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO**

**July 12, 1999 - June 23, 2002**

**As extended through June 20, 2004**

**And as extended through June 18, 2006**



**This Agreement, originally printed in  
1999, has been updated to reflect  
changes in dates and other  
provisions as of the 2004 contract  
extension agreement.**

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## **PREAMBLE**

This Memorandum of Agreement is entered into by the County of Santa Clara (hereinafter referred to as the County) and SEIU Local 715 (Santa Clara County Chapter), Service Employees International Union, AFL-CIO (hereinafter referred to as the Union). This Memorandum of Agreement incorporates by this reference all appendices attached.

## ARTICLE 1 – RECOGNITION

The County recognizes SEIU Local 715 (Santa Clara Chapter) as exclusive bargaining representative for all classified and unclassified workers in coded and uncoded classifications within the following bargaining units:

- Clerical
- Administrative, Professional and Technical
- Blue Collar
- Public Health Nursing

In addition, the County recognizes SEIU Local 715 (Santa Clara County Chapter) as exclusive bargaining representative for all classified and unclassified workers in coded classifications in the Environmental Health Unit.

For the purpose of this Agreement, a worker shall be defined as a person employed in a coded classification in a bargaining unit covered by this Agreement, and also as a person employed in an uncoded classification in the Clerical; Administrative, Professional and Technical; Blue Collar; and, Public Health Nursing Units.

## **ARTICLE 2 - NO DISCRIMINATION**

### **Section 2.1 – Employment**

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

### **Section 2.2 - Union Affiliation**

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

### **Section 2.3 - Affirmative Action**

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

### **Section 2.4 - Americans with Disabilities Act**

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

## ARTICLE 3 – UNION SECURITY

### Section 3.1 - Relationship Affirmation

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

### Section 3.2 – Agency Shop

#### a) **Condition of Employment**

All workers in the unit(s) who have authorized Union dues, agency fee, or charity fee deduction which is in effect on the effective date of this Agreement shall have such deduction continued. All workers in the unit(s) who have an involuntary agency fee deduction in effect on the effective date of this Agreement shall have the involuntary agency fee deduction continued.

As a condition of employment, all new workers who become covered by this contract on or after the effective date of the Agreement shall at the time of hire into a classification covered by this bargaining unit execute an authorization for the payroll deduction of one of the following: (1) union dues, (2) an agency fee, or (3) if he/she qualifies, a charity fee equal to the agency fee to one of the negotiated funds that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

#### b) **Charity Fee Deduction**

To qualify for deduction of the charity fee, the worker must certify to the Union and County that he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. Such exempt unit member will be required to submit to the Union and County a notarized letter signed by an official of the bona fide religion, body or sect certifying that person's membership. The deduction shall not be forwarded to the charity until the Union has approved of the exemption. The Union will receive from the County quarterly proof of payment of an amount equivalent to such representation fee to one of the negotiated funds or organizations agreed to for alternative payment.

#### c) **Involuntary Deduction**

If any currently employed worker fails to authorize one of the above deductions at the time of entry into a classification covered by this bargaining unit, the County shall involuntarily deduct the agency fee from the worker's paychecks beginning with the pay period following entry into the unit.

#### d) **Forfeiture of Deduction**

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of union dues,

agency fee or charity fee required by this Article, no such deduction shall be made for the current pay period.

e) **Financial Documentation**

The Union shall within sixty (60) days after the end of each fiscal year provide the County with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5.

f) **Reinstatement**

Upon the reinstatement of any worker, or upon the recalling of any worker from layoff status, the County will resume or initiate dues, agency fee, or charity fee deduction for such unit member in accordance with Section 3.2(c) of this Article.

g) **Petition and Election**

If a petition is filed with the County which requests an election rescinding agency shop and such petition contains the signatures of at least thirty percent (30%) of the workers in a unit(s) an election will be held. Such election may only be held once during the term of this agreement. The verification of the petition and the election shall be conducted by State Conciliation Service. Voting shall be by secret ballot and the majority vote of all workers covered by the unit(s) shall control.

h) **No Fault**

The Union agrees to indemnify, defend, and hold the County harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Article.

i) **Fair Representation**

It is recognized that the Union, as the exclusive representative of all unit employees, is required to represent all unit employees fairly and equally without regard to Union membership or non-membership or their assertion of rights under this Memorandum of Understanding or law.

**Section 3.3 - Other Deductions**

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 communications.



b) **Distribution**  
The Union may distribute material to workers in its representation units through normal channels.

c) **Visits by Worksite Organizers**  
Union Worksite Organizers shall give notice to the department head or his/her designated representative when entering departmental facilities. The Worksite Organizer shall be allowed reasonable contact with workers on County facilities provided such contact does not interfere with the worker's work. 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.

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

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

f) **Notification of Union Coverage**  
When a person is hired in any classification covered by a bargaining unit represented by the Union, the County shall notify that person that the Union is the recognized bargaining representative for the workers in said unit and present that person with a copy of the present Agreement.

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 resignation, probationary release, provisional release, miscellaneous release, dismissal, retirement, death, layoff, provisional appointments.

**Section 3.5 - Union Label**

All books, reports, brochures, stationery, cards, badges and other documents produced by the County Printing Services Division shall carry the Local Union label in accordance with customary printing trades' practices.

**Section 3.6 - Printing of Agreement**

The parties agree to share equally the cost of printing bound copies of this Agreement. The parties shall receive an equal number of the copies of the printing run. The design and format of the printed Agreement shall be jointly determined by the parties. It is agreed that the contract will be printed not more than sixty (60) days after final agreement on all language.

**Section 3.7- New Worker Orientation**

The Union shall be allowed a Representative at County-wide orientations for new workers or departmental orientations where they are held in place of County-wide orientations. This Representative may be a Steward or Chief Steward, who will notify his/her supervisor in advance. A Steward or Chief Steward who attends County-wide orientation will be provided release time. A Steward or Chief Steward attending a departmental orientation held in place of a County-wide orientations will be allowed to make up the time absent from work. No overtime shall be incurred as a result of the make-up time.

Such Representative shall be allowed twenty (20) minutes to make a presentation and answer questions of workers in classifications represented by their organization. The Union may present packets to represented workers at orientation, such packets being subject to review by the County. The County or Department, where appropriate, will notify the Union one (1) week in advance of such orientation sessions. All new workers shall be scheduled and entitled to attend County-wide orientation, or Department orientation where they are held in place of County-wide orientation.



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

### **Section 4.1 – Official Representatives**

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

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

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

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

The parties agree that no more than three (3) Local 715 Official Representatives from a single representation unit shall be recognized for the purpose of release time at any single meeting.

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

Official Representatives will log the time they leave their work assignments and the time they return on a form provided by the County.

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

Release time shall be granted to Local 715 Official Representatives up to a maximum of fifteen hundred (1500) hours per fiscal year for attendance at meetings of the Board of Supervisors and the Personnel Board. The Official Representative shall notify his/her supervisor of his/her intention to be on release time as far in advance as reasonably possible, but not later than the end of normal business hours the day before such meeting, except in emergency situations. Insofar as possible, such release time shall be made through the Department of Labor Relations at least 24 hours in advance of the Board meeting.

### **Section 4.2 - Stewards**

#### **a) Notification of Stewards**

The Union agrees to notify the County of the names of their Stewards and Chief Stewards by Department/Agency and by location, not to exceed 450 in number.

The Union shall provide annual listings of workers identified as Chief Stewards and Stewards, and in addition, Alternate Stewards and Safety Stewards at the beginning of each contract year and updated as replacement stewards are

elected. Alternate Stewards may be designated to serve in the absence of a Steward. Management will notify the Union of the appropriate Management representatives in each department to be contacted by the Steward in carrying out his/her duties as Steward.

b) **Grievance Related Release Time**

The County agrees to provide release time for:

1. A meeting with a worker at the worksite of either the Steward or the worker concerning a grievance or appeal.
2. A meeting with Management.

c) **Grievance Related Worker Release**

If a worker has a grievance and wishes to discuss it on County time with a designated Steward, she/he shall be allowed the opportunity within a reasonable amount of time to verify if her/his designated Steward is present and available to be seen. If the Steward is present and available, the worker shall complete a "grievance release form," if required by the supervisor, and submit it to his/her immediate supervisor prior to leaving his/her work station. Such release form shall only contain the worker's name, class title, Steward's name, and work location of Steward, time left, and date. Upon return, the worker shall note the time returned on the form.

d) **Grievance Investigation**

A reasonable amount of time will be granted the worker and Steward to handle the initial investigation of the grievance. The parties agree that in handling grievances, the worker and Steward will use only the amount of time necessary to handle the grievance.

e) **Steward Release Time Log**

Stewards will log the time they leave their work assignments, where they can be reached, and the time they return on a form provided by the County.

f) **Meetings with Management**

The Union agrees, insofar as possible, that meetings with Management will be arranged in advance, with notification to the appropriate level of Management of the Steward and workers planning to attend. Management agrees to arrange for release time with the appropriate level of supervision.

g) **Other Authorized Release Time**

Any other authorized release time, such as meetings on a regular basis with the appointing authority or his/her designated representatives, shall be under separate agreement with the appropriate department or departments.

**Section 4.3 - Chief Stewards**

- a) The Union may designate up to thirty-six (36) Chief Stewards for Departments/Agencies/Divisions, etc.
- b) Chief Stewards shall be entitled to release time to replace Stewards when the Steward is not available, and shall comply with Section 4.2.
- c) Chief Stewards shall be entitled to release time to attend arbitration hearings, Personnel Board disciplinary hearings, and pre arbitration meetings (if not attended by the Steward).

**Section 4.4 - Negotiating Committee**

There shall be eleven (11) worker negotiators for the Administrative, Professional and Technical Unit, and seven (7) worker negotiators for each of the Clerical, and Blue Collar Units, three (3) worker negotiators for Public Health Nursing Unit, and three (3) for the Environmental Health Unit. Not more than six (6) negotiators at one time shall participate in negotiations. The balance of the worker negotiators may be present but shall not participate in negotiations nor be seated at the negotiating table. Any who disrupts or interferes in any way with the negotiations, verbally or otherwise, shall be excluded from the meeting room.

- a) **Number of Union Worker Negotiators for Release**  
For each of the following Units, the following is agreed:
  - 1. For the Administrative, Professional, and Technical Unit there shall be eleven (11) committee members. The County agrees to release eleven (11) persons upon such request where required.
  - 2. For the Blue Collar Unit and the Clerical Unit there shall be seven (7) committee members each. The County agrees to release seven (7) persons upon such request where required.
  - 3. For the Public Health Nursing Unit there shall be three (3) committee members. The County agrees to release three (3) persons upon such request where required.
  - 4. For the Environmental Health Unit there shall be three (3) committee members. The County agrees to release three (3) persons upon such request where required.
- b) **Compensatory Time**  
Those negotiators who are on their own time during the meetings will not be granted compensatory time.

c) **Resource People**

Resource people for the unit negotiations shall be allowed on their own time, leave without pay, vacation, or compensatory time off to attend scheduled negotiation meetings for this unit to provide information to the committee on specific items on an as needed basis and as mutually agreed, prearranged and scheduled by the committees. The County shall facilitate arranging time off for resource people attending negotiations.

d) **New Units**

Should any new units be established for representation by Local 715, the parties will meet and confer regarding negotiation committee size.



## **ARTICLE 5 – LAYOFF**

### **Section 5.1 - Seniority Defined**

Except as otherwise provided in Sections 5.2, 5.6 and 6.8 of this Agreement, seniority is defined as date of hire within a coded classification with 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 classification, at the same or higher salary level, in which permanent status had formerly been held. Original continuous unclassified service shall be counted if permanent status was subsequently attained in a classified classification. 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.

### **Section 5.2 - Transfer of Prior Agency Service**

If a function of another agency is transferred to the County, the seniority of workers who transfer with the function shall be computed, based upon application of the definition of Section 5.1, to each worker's prior service with the other agency.

### **Section 5.3 - Changes to Classes**

The County and the Union agree that to the extent possible, workers should not lose their rights under this Article because classes have been revised, established, abolished or retitled.

### **Section 5.4 - Consideration of Layoff**

When the County determines that a layoff is imminent within the bargaining unit, it shall give the Union such advance notice as is reasonable under the circumstances. Such notice shall describe the general areas which may be affected and the circumstances requiring the layoff. Upon request, the Union shall be afforded the opportunity to meet with the County to discuss these matters and any proposed alternatives.

The County shall provide a listing of unclassified positions represented by the Union and shall meet to review the purpose of the position and the feasibility of filling the position with a laid off worker in the same classification.

### **Section 5.5 - Order of Layoff**

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

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

### **Section 5.6 - Notice of Layoff**

Workers subject to the provisions of this Article shall be given at least twenty (20) working days written notice prior to the effective date of layoff. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives. The procedures of Section 5.7 shall be applied prior to the effective date of the layoff.

### **Section 5.7 - Reassignment in Lieu of Layoff**

#### **a) Vacant Code in County**

In the event of notice of layoff, any worker so affected will be allowed to transfer to a vacant position the County has determined to be filled in his/her current classification or any classification at the same or lower level in which permanent status had formerly been held. Workers will not be required to transfer to vacant positions formerly held if the level for such vacancy would be lower than the level of any classification to which a worker could exercise displacement rights.

The County shall provide a listing of appropriate vacancies and the affected worker(s) shall select a vacancy for which he/she qualifies under 5.7 (a). The worker(s), along with any workers remaining on re-employment list under Section 5.10 below, shall appear at a time and place designated by the County which shall be approximately ten days after the notice of layoff. The worker on a seniority basis shall be allowed ten minutes for the selection. If a currently employed worker does not appear or does not select a vacancy the County will make the designation; however, a worker shall be allowed to use a duly authorized proxy. Workers on the re-employment lists who do not bid in this process shall be considered to have declined one offer in their existing class.

All appropriate departmental bidding will be suspended during this process, or by mutual agreement, it may be accelerated to facilitate layoff placement for the laid off worker.

#### **b) Displacement**

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

### **Section 5.8 - Administrative Transfer Because of Layoff**

A worker who is to be administratively transferred because of the layoff of other workers shall at his/her option be allowed to select on a seniority basis an available transfer in the same classification within the department. The County shall provide a listing of the work locations and shifts available for selection. The worker(s) shall appear at a time and place designated by the County. The worker, on a seniority basis, shall be allowed ten (10) minutes for the selection. If the worker does not appear or does not select a vacancy, the County will make the designation; however, a worker shall be allowed to use a duly authorized proxy.

## **Section 5.9 - Layoff**

### **a) Layoff**

In the event that a worker is not reassigned in lieu of layoff as in Section 5.7, or placed in another County position as in Section 5.9(b), the worker shall be laid off. If a worker elects not to exercise the rights in Section 5.7(b), or does not accept placement under Section 5.9(b), he/she may be deemed to have been offered and to have declined such work.

### **b) Inplacement**

If a worker has been issued a layoff notice pursuant to Section 5.6 and has no reassignment in lieu of layoff rights pursuant to Section 5.7(a) or (b), then that worker shall be considered for inplacement.

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

The following conditions apply to the inplacement process:

1. A worker must be qualified to transfer or demote. The Personnel Director shall determine qualifications.
  - a. Testing requirements will be the same as if the worker had been reclassified.
  - b. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.
2. Transfer will be deemed a "lateral transfer" if movement from one class to another does not exceed an upward salary change of 10% (ten percent).
3. Normal transfer (ordinance code) rules apply (i.e., the worker can be taken on a permanent or probationary basis at the discretion of the appointing authority). If a worker has underlying permanent status the probationary period following the transfer shall be considered a subsequent probation. Consistent with this status, the worker on a subsequent probation with underlying permanent status, has Personnel Board appeal rights.
4. The worker may express a preference for certain occupational fields, assignments or departments. However, the worker has no right to claim any position nor is the County required to offer placement.
5. A position shall not be considered "vacant" for inplacement purposes if the position has been identified as claimable under Section 5.7(a), or (b) by



another worker who has been issued a layoff notice under Section 5.6 or by worker on a re-employment list established pursuant to Section 5.10.

6. A worker who is placed under Section 5.9(b) or laid off under Section 5.9(a) shall have his/her name placed on all re-employment lists pursuant to Section 5.10 for the appropriate classification.
7. In determining placement offers, the Union and the County, on a case by case basis, may by mutual agreement include as part of the placement offer:
  - a. basic skill competency training and/or;
  - b. literacy training and/or;
  - c. other methods (other than transfer or demotion) of filling vacant positions that do not violate Merit System principles or County Ordinance Code provisions.
8. All inplacement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting, the Personnel Department may assist workers on the re-employment list in addition to those workers with layoff notices. Such workers shall be entitled to all provisions of this Agreement.
9. If a worker is not placed by the effective date of the layoff notice, he/she shall be laid off under the provisions of the layoff notice.

#### **Section 5.10 - Re-employment List**

- a) The names of such probationary and permanent workers reassigned or laid off in accordance with Sections 5.6, 5.7(b), or 5.9 of this Article shall be entered upon a re-employment list in inverse order as specified under Section 5.5 except as otherwise provided by this Section. Upon certification of the re-employment list to the appointing authority, the person standing highest on a re-employment list for a particular classification shall be offered the appointment. Workers on re-employment lists shall retain the right to take promotional exams and/or receive promotional preference on exams.
- b) When required by the needs of the department and approved by the Director of Personnel, selective certification may be utilized to re-employ workers with bilingual, or steno skills, or Rehabilitation Counselors who possess certification in one or more of the core areas of Health Realization.

#### **Section 5.11 - Temporary Work for Laid Off Workers**

Interested workers who are placed upon the re-employment list due to layoff and who elect to be available for temporary work shall be given preference for such work for any

classification for which they qualify. The election to be available for temporary work may be made at the time of layoff, or in writing at any time. Workers may decline to be available for temporary work or may decline such work itself without affecting any rights under this Article.

**Section 5.12 - Names Dropped from Re-employment List**

- a) No name shall be carried on a re-employment list for a period longer than two (2) years, and the names of persons re-employed in a permanent position within the same classification shall, upon such re-employment, be dropped from the list. Refusal to accept one of two offers of re-employment within the same classification shall cause the name of the person to be dropped from that re-employment list.
  
- b) Workers who were laid off from part-time positions shall be offered full-time employment, and workers laid off from full-time positions shall be offered part-time positions. However, a worker's refusal to accept such an offer with more or fewer hours than the position they left will not be counted as a refusal of an offer of employment in Section 5.12(a) above.

**Section 5.13 - Rights Restored**

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

## ARTICLE 6 - PERSONNEL ACTION

### Section 6.1 - Probation

- a) Each new worker shall serve a probationary period of nineteen (19) complete pay periods unless otherwise indicated in the appendices when it shall be twenty-five (25) complete pay periods. An incomplete pay period served on initial appointment shall not be counted. Upon successful completion of such probationary period, the worker shall be deemed a permanent worker. A leave of absence without pay shall not be credited toward completion of the worker's probationary period. The parties agree that probationary workers shall have all rights in this Agreement, unless otherwise specified, including full and complete access to the grievance procedure. Consistent with County Charter Section 704(e), probationary workers may not grieve suspensions, demotions, or dismissals.
- b) Classified probationary workers and unclassified workers who have not completed a period equal to the probationary period for a comparable classified position shall have the right to request and receive Department/Agency administrative review of disciplinary action taken during this period. Such review must be requested in writing within ten (10) working days of the disciplinary action or it is waived. The department/agency head, or his/her designated representative, shall hear and make a decision in writing.

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 and designated Chief Steward, and shall include:

1. Statement of the nature of the disciplinary action.
2. Effective date of the action.
3. Statement of the cause thereof.
4. Statement in ordinary and concise language of the act or omissions upon which the causes are based.
5. Statement advising the worker of the right to administrative review of such action and the right to Union representation.

Such worker shall be given either five (5) days notice of discharge, or demotion, or five (5) days pay, except where circumstances require immediate action.

- c) A worker serving a new probation in the classified service, who transferred from the same classification in the unclassified service and had grievance rights



pursuant to Section 6.2, shall retain those rights while serving in the new probation period in the classified service.

- d) A worker with permanent status, who is serving a subsequent probationary period, and who is released during the probationary period, shall retain the right to appeal such release to the Personnel Board and the right to return to his/her former class in accordance with Section 6.9. Such worker shall receive a ten (10) working day notice of release.

### **Section 6.2 - Disciplinary Action - Unclassified Workers**

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 18 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:

- 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 either five (5) days' notice of discharge or demotion or five (5) days' pay except, where circumstances require immediate action.

### **Section 6.3 - Personnel Files**

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 their personnel file or authorize review by their representative. No material will be inserted into the worker's personnel file 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.

Materials relating to disciplinary actions recommended but not taken, 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 changes 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 report has been issued during the intervening period.

Materials relating to suspensions which become final will be removed after eight (8) years if no other suspensions have occurred during the eight (8) 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 6.4 - Recommended Disciplinary Action - Permanent Classified**

The County may take disciplinary action for cause against any permanent classified worker by suspension, demotion or discharge by notifying the worker in writing. Notice of recommended disciplinary action must be served on the worker in person or by certified mail. The notice shall not be included in the worker's personnel file. Copies shall be delivered to the Union and designated Chief Steward in person or by regular mail and shall include:

- 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 of the worker's right to respond, either orally at a meeting requested by the worker, or in writing. The opportunity to respond shall normally take place within seven (7) working days following the initial notice of intended action.
- f) In all cases of disciplinary action, the notice shall include a statement advising the worker of the right to appeal to the Personnel Board from such action and the right to Union representation.

#### **Section 6.5 - Notice of Final Disciplinary Action - Permanent Classified**

The County may take disciplinary action for cause against any permanent classified worker by suspension, demotion or discharge by notifying the worker in writing. Notice of final disciplinary action must be served on the worker in person or by certified mail

prior to the disciplinary action becoming effective. The notice shall be included in the worker's personnel file. Copies shall be delivered to the Union and the designated Chief Steward in person or by regular mail and shall include:

- 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 to the Personnel Board from such disciplinary action and the right to Union representation.

**Section 6.6 - Counseling and Unfavorable Reports**

a) **Counseling**

In the event that a worker's performance or conduct is unsatisfactory or needs improvement, informal verbal or written counseling shall be provided by the worker's lead or first-line supervisor. Counseling should normally be separate from on-going worksite dialogue and should address performance or conduct which, if not improved, may eventually result in further disciplinary action. Documentation of such counseling shall be given to the worker at the time of the counseling and will not be placed in the worker's personnel file. When the situation allows counseling, counseling shall be used prior to any unfavorable reports being issued. Counseling should normally take place between the worker and the lead or first-line supervisor only. Should the supervisor or lead be assisted during the counseling, the worker shall have the right to have his/her representative present.

b) **Unfavorable Reports on Performance or Conduct**

If upon such counseling a worker's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor including specific suggestions for corrective action, if appropriate. A copy shall be given to the worker and a copy filed in his/her personnel file. No unfavorable reports shall be placed in a worker's file unless such report is made within fifteen (15) working days of the County's knowledge of the occurrence or incident which is the subject of this report. Workers shall have the right to grieve the factual content of such reports and/or attach a written response to the report for inclusion in their personnel file.

**Section 6.7 - Return to Former Class**

As an alternative to appointment from any employment list, other than a re-employment list, any current regular worker, upon recommendation of the appointing authority and approval by the Director of Personnel, may be appointed without further examination to



a position in any class in which regular status had formerly been acquired, or to any related class on a comparable level with the former class. In cases where this procedure is used by a person who has had a break in service of one (1) year or more from the former classification, the salary step in the new range shall be determined under the provisions of Article 7, Section 7.3.

**Section 6.8 - Unclassified Appointment**

No worker, while holding a position in the Unclassified Service, shall be assigned to or occupy any classified position. Nothing herein shall prevent workers from serving on Boards and Commissions in accordance with County policies and procedures.

**Section 6.9 - Rights Upon Promotion or Transfer to Classified or Unclassified Service**

Any permanent worker who receives a provisional or probationary promotion, or who is transferred or promoted to a position in the unclassified service shall retain all rights and benefits as a permanent worker of his/her former class while in such provisional, probationary, or unclassified status. These include the right to participate in promotional examinations and the right to return to his/her former class if released while in such status. All such service shall count toward seniority credits in the worker's former class in the event the layoff procedure is involved.

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

**Section 6.10 - Performance Evaluations**

The parties have piloted performance evaluation programs in the Environmental Health Specialist bargaining unit and in the Welfare Fraud Division of the District Attorney's Office. These pilots shall continue through completion.

By June 2000, the parties will identify a consultant for the development of a performance evaluation program that is relevant for workers in the bargaining units covered by this Agreement. A Labor-Management advisory committee consisting of representatives of Department of Equal Opportunity and Employee Development, County Departments and Local 715 stewards shall advise the consultant and monitor the progress of development. Prior to implementation of performance evaluations throughout the Units represented by Local 715, supervisors and workers shall receive adequate training on the new system of performance evaluation. The implementation of the new performance evaluation system shall commence no later than June 2001.

Performance evaluations will be implemented for seventy-five percent of the workers covered by this Agreement. Positions to be included in the evaluation process will be selected by mutual agreement between the County and the Union.



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

**Section 6.11 – Lateral Transfers**

When making a lateral transfer or demotion to another class, an application review by the Personnel Director shall be deemed an appropriate qualifying examination for workers in instances where a qualifying examination is required. If otherwise qualified under this provision and the only prohibition to lateral transfer is the salary of the new class, it shall be deemed to be a lateral transfer if the move from one classification to another does not exceed twelve percent (12%) upward range movement.

## ARTICLE 7 – PAY PRACTICES

### Section 7.1 – Salaries

There shall be no general wage increase during contract year 2004. Effective pay period 05/14, June 20, 2005, all salaries shall be increased by approximately two percent (2%) and shall receive a realignment of approximately one percent (1%) 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.

### Section 7.2 - Basic Pay Plan

The Basic Pay Plan consists of the salary ranges and the assignment of classes to such ranges as provided in the appendices. Each worker shall be paid within the range for his/her class according to the following provisions, unless otherwise provided in the appendices.

a) **Step One**

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

b) **Step Two**

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

c) **Step Three**

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

d) **Step Four**

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

e) **Step Five**

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

f) **Time for Salary Adjustments**

Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.

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

#### **a) Promotion**

Upon promotion, a worker's salary shall be adjusted as follows:

1. For a promotion of less than ten percent (10%), the salary shall be adjusted to the step in the new range which provides for a corresponding percentage in increase salary.
2. For a promotion of ten percent (10%) or more, the salary shall be adjusted to the step in the new range which provides for ten percent (10%) increase in salary, or to the first step in the new range, whichever is greater.

#### **b) Demotion**

Notwithstanding the provisions of Section 7.2, upon demotion of a worker with permanent status in his/her current class, his/her salary shall be adjusted to the highest step in the new class not exceeding the salary received in the former class.

#### **c) Transfer**

Upon transfer to a classification in the same pay range, the salary shall remain unchanged.

#### **d) No Loss of Time-In-Step**

Notwithstanding the provisions of Section 7.2, no salary adjustment upon promotion, demotion, or transfer shall effect a loss of time acquired in the former salary step, and such time as was acquired in the former salary step shall be included in computing the accumulation of the required months of service for eligibility of the worker for further salary increases.

#### **e) Seniority Rights**

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

#### **f) Voluntary Demotion**

In the event of a voluntary demotion required by a work-connected illness or injury and a resulting disability, the salary of the worker shall be placed at the step in the salary range which corresponds most closely to the salary received by the worker as of the time of injury. In the event that such voluntary demotion would result in a salary loss of more than ten percent (10%), the worker's new salary shall be set at the rate closest to, but not less than ten percent (10%) below his/her salary as of the time of injury.

## **Section 7.4 - Part-Time Work**

### **a) Salary Ranges**

The salary ranges provided in the attached appendices are for full-time service in full-time positions, and are expressed in dollars per the number of working days in a biweekly pay period. If any position is established on any other time basis, the compensation for such position shall be adjusted proportionately.

### **b) Benefits**

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

1. Those workers who elect to be covered by either the County's insurance package (medical, dental, vision and life) or medical coverage only shall authorize a payroll deduction for the appropriate prorated cost.
2. Workers may withdraw from the insurance package (medical, dental, vision and life) or medical coverage only at any time. Workers may enroll in the County's insurance package or medical coverage only upon entering part-time, upon changing from any increment of part-time to any other increment of part-time or to full-time, or once per year during the County-wide insurance window.
3. Any worker who becomes a part-time worker as a result of layoff from a full-time position will continue to receive full-time benefits until such time as he/she is offered a full-time position in his/her current classification or higher.
4. All workers who are in a part-time status as of December 5, 1983, shall continue to receive health, dental and life insurance as full-time workers.
5. Any worker in a part-time status who pays for the insurance package (medical, dental, vision and life) or medical coverage only shall have his/her pay adjusted for the additional pro-rated premiums consistent with any hours worked above their coded status the previous month.
6. Part-time workers may elect to be covered by either the County's insurance package (medical, dental, vision and life) or medical coverage only and shall authorize a payroll deduction for the appropriate prorated costs.

### **c) Split Codes**

The County shall provide a minimum of two hundred (200) full-time codes to be filled on a half-time basis at any one time. The location and choice of these codes will be determined on a departmental basis. Requests for split codes shall not unreasonably be denied. Reasonable denial shall include, but not be limited



to, demonstration that the work is not divisible, demonstration that qualified partners, if needed, are not available, or that the two hundred (200) available codes are filled. Workers shall make a written request for a split code to their immediate supervisor. If the request is denied, it shall be reviewed by their department head and they shall receive a written response. If the worker is not satisfied with the decision of the department head, the worker, through the Union, may proceed in the manner listed in Article 8.3 of this Agreement.

d) **Variations of Part-Time Work**

The County may establish positions at 1/2, 3/5 and 3/4 positions. In addition the County may establish 4/5 positions at the Santa Clara Valley Health and Hospital System, except for Public Health Nursing.

e) **Filling Part-Time Codes**

Within each department workers working fewer hours shall be offered any established or vacated 3/4, 3/5 or 4/5 positions before new workers are hired into them. In addition, within the Santa Clara Valley Health and Hospital System, workers in less than full-time positions shall be offered established or vacated full-time positions before new workers are hired into them. In order to be offered the full-time position, the worker must advise the appointing authority in writing annually.

**Section 7.5 - Work Out of Classification**

a) **Pay**

When a worker is temporarily assigned Work Out of Classification to cover vacant regular codes or absences of other workers, such worker will receive pay consistent with the promotional pay procedure as set forth in Article 7.3 commencing on the first (1st) such working day.

b) **Application to Holiday and Sick Leave**

A worker temporarily assigned work out of classification shall receive the pay for:

1. Holidays when the worker is assigned work out of classification the day prior to and following the holiday.
2. Sick leave absences when the worker is assigned work out of classification and while absent is not relieved by the incumbent or by another worker assigned work out of classification in the same position.

c) **Vacant Regular Codes**

Work out of classification may be assigned to cover vacant regular codes after ordinance code provisions for filling such vacancies have been followed and with approval of the Deputy County Executive.

## **Section 7.6 - Paychecks**

### **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 one (1) working day after written notification of discrepancy to Finance. This provision is to cover only those discrepancies above a net twenty-five dollars (\$25.00).

### **c) Overpayment Errors**

When a net twenty-five dollar (\$25.00) or more overpayment(s) error occurs, the worker will repay the overpayment in the same amount and within the same number of pay periods in which the error occurred.

In cases that necessitate payback of overpayments totaling more than \$200.00, the payback schedule shall be subject to the meet and confer process. If a worker requests, he/she may opt for a plan which includes signing a promissory note or lien.

The County will notify the Union and the worker ten (10) working days prior to implementing any repayment action.

## **Section 7.7 - Automatic Check Deposit**

The County shall continue to maintain an automatic check deposit system for the use of employees during the term of this Agreement.

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

### 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 8.2(a) will be deleted and 8.2(b) shall apply to all classifications, in addition, 8.2(c) will be deleted and 8.2(d) shall apply to all classifications.

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

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

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

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 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. 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 - Alternate Work Schedules**

a) It is understood that workers have the right to meet and confer at the department level on alternate hours. The parties agree that shift selection based on seniority, merit and ability being adequate, may be an appropriate method for determining shift assignments; however, the department may establish other criteria based on operational considerations.

It is recognized that unless otherwise established by agreement or practice, the regular County business hours are 8:00 a.m. to 5:00 p.m. and adequate coverage shall be maintained to assure the highest quality of service. Alternate work schedules based on eight (8) hour shifts with either one-half (1/2) hour or one (1) hour lunch periods may be established with starting and quitting times between 6:00 a.m. and 9:00 p.m.

b) Matters subject to alternate work schedule negotiations under this Agreement to proceed as follows:

1. **Negotiations**

The Union or the department shall make prompt request to meet and confer, specifying the matter to be negotiated. The other party shall respond promptly, and they shall commence meeting and conferring at the earliest mutually agreeable date and attempt to reach agreement. Thereafter, either party may declare impasse in such negotiations.

2. **Impasse**

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

3. **Board of Supervisors**

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

## **Section 8.4 - Meal Periods**

### **a) Length**

Workers shall be granted a meal period 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 contiguous to his/her regular work shift or is called in within three (3) hours of his/her scheduled quitting time and then works two (2) or more hours of overtime work, the County will pay a meal reimbursement of nine dollars (\$9.00). Workers shall be provided an additional reimbursement as above for every seven (7) hour period of overtime completed thereafter. If a worker is called in 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 nine dollars (\$9.00).

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

### **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.

## **Section 8.5 - Rest Periods**

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

## **Section 8.6 - Clean-up Time**

All workers whose work causes their person or clothing to become soiled shall be provided with reasonable time and adequate facilities for washup purposes at shift end.

**Section 8.7 – On-Call Pay**

a) **Definition**

On-call is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority, subject to approval by the County Executive. On-call duty is in addition to and distinct from the normal workweek. This Section is not applicable to those situations where workers are recalled to work when not previously placed on an on-call status.

b) **Classifications Eligible**

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

c) **Rates of Pay**

Workers assigned to on-call duty shall receive, in addition to their regular salary, thirty three dollars (\$33) 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 Valley Medical Center.

S23 Operating Room Technician

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

R78 Anesthesia Technician

S30 Ultrasonographer I

S29 Ultrasonographer II

R88 Diagnostic Imaging Technician II

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 Medical Center 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 when placed on on-call status.



### **Section 8.8 – Call-Back Pay**

If overtime work does not immediately follow or precede the regular work shift, a minimum of four (4) hours call-back time shall be credited the worker. Workers in the following classes are not eligible for the four (4) hour minimum if the worker has been called in from assigned on-call duty under 8.7(c):

S23 Operating Room Technician

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

R78 Anesthesia Technician

S30 Ultrasonographer I

S29 Ultrasonographer II

R88 Diagnostic Imaging Technician II

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

Call-back pay is subject to all provisions of Article 8, Section 8.2, Overtime Work.

Workers will be credited for each call-back during a scheduled shift. Except that workers shall not be credited with additional call-backs until the original four (4) hour call-back time has elapsed.

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

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

An evening shift differential of two dollars and fifty cents (\$2.50) per hour 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.

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

A night shift differential of three dollars (\$3.00) 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.

#### **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**  
Workers in part-time codes (twenty hours (20) or less in a workweek) 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), except the classification of Night Attendant, 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**

A worker who is performing services upon a split shift shall be paid an additional nine dollars (\$9.00) per day. "Split Shift" is defined as eight (8) hours of work which are not completed within any nine (9) consecutive hours in a workday.

#### **Section 8.11 - Temporary Work Location**

When a worker is assigned to work at a location different from his/her regularly assigned work location, the County will either supply transportation for such travel or shall pay mileage based on Article 15.2 of this Agreement.

#### **Section 8.12 - Bilingual Pay**

On recommendation of the appointing authority and the Director of Personnel, the County may approve payments of one hundred and twenty dollars (\$120.00) per month to a bilingual worker whose abilities have been determined by the Director of Personnel as qualifying to fill positions requiring bilingual speaking and/or writing ability. Bilingual skill payments will be made when:

- a) Public contact requires continual eliciting and explaining information in a language other than English; or in sign language (ASL or SEE); or

- b) Where translation of written material in another language is a continuous assignment; or
- c) The position is the only one in the work location where there is a demonstrated need for language translation in providing services to the public.

The County shall review positions covered by this Agreement not less than annually to determine the number and location of positions to be designated as requiring bilingual abilities.

Differential may be removed when the criteria ceases to be met for two (2) pay periods.

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

- a) The County agrees to establish a Voluntary Reduced Work Hours Program 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.
- 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 - March and September. 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.
- d) 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.
- e) 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.
- f) It is understood by the County that due to this Program there may be lower levels of service.
- g) 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.
- h) Full and timely disclosure of actual sign-ups and any analysis developed will be made available to both the County and the Union.

- i) 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.

**Section 8.14 - Hours of Operation**

During the month of November, the Union may request an informal meeting with the Office of Labor Relations regarding requests for 4-10 work hour schedules and a 9-80 pilot project for workers exempt from the FLSA which would be beneficial to the community or the program, as well as to the worker, and would be cost effective for the County. At such meeting, the parties shall exchange information and shift schedules. To the extent possible, they will jointly analyze the feasibility of the request. A response shall be given by the Office of Labor Relations as to the decision on whether to propose such a schedule within sixty (60) days of receipt of request. No more than one (1) 9-80 pilot project will be implemented during the term of the Agreement. If the Office of Labor Relations and Agencies/Departments propose to change hours practices pursuant to such guidelines, they shall proceed to meet and confer in accordance with Section 8.3 b) of this Article.

**Section 8.15 - Departmental Agreements**

All agreements between departments and the Union covering hours, job assignments, shifts, shift assignments, overtime, seniority, and holiday and vacation scheduling currently in effect or entered into during this Agreement shall remain in effect pursuant to their terms. Work assignments by seniority and provisional appointments by seniority are proper subjects for inclusion in a Departmental Agreement. Agreements in effect may only be reopened by mutual agreement or during November of any year during the term of this Memorandum of Agreement. Both parties agree not to open any new departmental agreements in 2004, or to reopen any existing departmental agreements in 2005.

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

**a) Negotiations**

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



b) **Impasse**

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

c) **Board of Supervisors**

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

**Section 8.16 - Hazard Duty Pay for Locked Facilities**

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 and Senior Storekeeper)
6. Psychiatric Inpatient

b) **Full Time Payment**

A premium of ninety-five cents (\$0.95) per hour shall be paid to coded classifications while in paid status whose regular assignment for the County is in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holiday work 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).

c) **Part Time Payment**

A premium of ninety-five cents (\$0.95) per hour shall be paid to coded classifications whose regular assignment is not in a work place described in a) for only the hours assigned and worked in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holiday work, or other wage variations.

A worker must work a minimum of thirty (30) consecutive minutes per entry into a work place described in paragraph a) prior to being eligible for the hazard duty premium. Coded classifications shall receive an additional full hourly premium for time worked of more than six (6) minutes in any hour after the first hour of work. This hazard duty pay should not be included in the paid status time of the coded class described in this paragraph c).



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, Rehabilitation Officers, and Assistant Rehabilitation Officers; provided that if any of the foregoing is assigned for an entire pay period to work outside Elmwood, such worker shall not receive hazard duty pay for such pay period.

e) If the work of a coded classification covered by paragraphs a), b), and d) requires absence from a work place described in paragraph a) for less than 100% of working time during any pay period such coded classification shall receive hazard duty pay.

f) **Termination Payment**

The hazard duty premium shall not be allowed in computing payments at the time of termination.

g) **Safety Retirement Exclusion**

No worker covered by Safety Retirement shall receive a payment for hazard duty.

**Section 8.17 - Crew Lead**

Workers in classifications that do not have supervisory or lead responsibilities who are assigned to lead a group of three (3) or more incarcerated persons, shall receive a differential of ninety cents (\$0.90) an hour for each hour so assigned.

This differential shall not be paid if the worker receives any other lead or supervisory differential.

Workers shall be assigned to lead if volunteers are not available.

Workers who lead crews shall receive annual training in appropriate crew lead procedures and supervision of incarcerated persons. Except in emergencies a worker should normally receive training prior to being assigned crew lead responsibilities.

**Section 8.18 - Telecommuting**

The parties will continue the work of a joint labor-management committee for the purpose of studying the various options and the feasibility of telecommuting within the County.

## ARTICLE 9 - UNIFORMS AND CLOTHING

### Section 9.1 - Uniforms

#### a) Uniform Allowance

1. A yearly uniform allowance of four hundred seventy-five dollars (\$475.00) shall be payable quarterly to all workers in the following classes:

- G74 Custody Support Assistant
- G73 Sheriff Technician (Sheriff's Office civil and court division)
- M38 Parking Lot Checker
- M35 Parking Patrol Coordinator
- T94 Wildlife Officer/County Game Warden
- U98 Security Guard
- V57 Animal Control Officer
- D42 Law Enforcement Records Technician (Sheriff's Office Records only)
- D43 Law Enforcement Clerk (Sheriff's Office Records only)
- D63 Law Enforcement Records Specialist (Sheriff's Office Records only)
- X81 Weed Abatement Inspector

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

#### b) County Issued Uniforms

Other than the classifications shown in 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.

#### c) 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.

### Section 9.2 - Repair/Replace Claims

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**

- 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 one hundred forty dollars (\$140.00).
- b) **Eligible Classifications**  
Airport Operations Worker Series  
Animal Control Officer  
Auto Attendant & Helpers  
Auto Mechanics  
Automotive Parts Supervisor  
Bindery Worker I (Delivery position only)  
Chief of Party  
Communications Installer  
Communications Technician (when assigned to the Complex Section)  
Construction Inspector Series  
Cook Series (Correction only)  
Custody Support Assistant  
Election Materials Processing Coord/Asst  
Electronic Mail Machine Operator I/II  
Engineering Aide I/II  
Engineering Technician I/II/III  
Environmental Technician  
Estate Property Technician



Facility Maintenance Rep  
Field Survey Technician Series  
Food Service Worker/Correction  
Gardener  
General Maintenance Mechanic Series  
Heavy Equipment Attendant & Helper  
Heavy Equipment Mechanics Series  
Laundry Maintenance Engineer  
Laundry Worker I/II  
Material Testing Technician Series  
Messenger Drivers  
Offset Press Operator III  
Park Equipment Operator  
Park Maintenance Worker Series  
Parking Lot Checker  
Parking Patrol Coordinator  
Probation Counselors I/II  
Procurement Coordinator  
Retort Operator (VMC Janitor)  
Road Maintenance Worker Series  
Security Guard  
Senior Messenger  
Senior Warehouse Material Handler  
Sign Shop Technician  
Stationary Engineer/Senior Stationary Engineer  
Stock Clerk Series  
Storekeeper Series  
Traffic Painter Series  
Traffic Signal Technician Series  
Utility Worker  
Warehouse Material Handler Series  
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.

## ARTICLE 10 - HOLIDAYS

### 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 31<sup>st</sup> (Cesar Chavez' Birthday)
- e) Last Monday in May
- f) July 4th
- g) First Monday in September
- h) Second Monday in October
- i) Veteran's Day to be observed on the date State of California workers observe the holiday
- j) Fourth Thursday in November (Thanksgiving Day)
- k) The Friday following Thanksgiving Day (Day after Thanksgiving)
- l) December 25th
- m) 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 - Observance

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

### Section 10.3 - Holiday Work

If holiday work is assigned and authorized by the County Executive, such time worked by regular workers shall be paid in cash at a rate of one and one-half (1 1/2) times the



regular hourly rate, including premium pay for shift differentials, plus any holiday pay to which the worker may be entitled. Holiday work if authorized shall be offered first to regular workers within the work unit. No worker may elect to work a holiday that falls on the worker's normal day off. A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation.

**Section 10.4 - Christmas and New Year's Holidays - Actual Calendar Day vs. Day of Observance**

When 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 holiday pay in accordance with Section 10.3 for the time worked on Christmas Day or New Year's Day. For these workers, no holiday pay shall be paid for work on the observed day (either the Friday prior to, or the Monday that follows Christmas Day or New Year's Day). It is understood that the Union may waive departmental agreement provisions for purposes of this section.

## ARTICLE 11 – VACATIONS

### Section 11.1 - Vacation Earnings

Each worker shall be entitled to annual paid vacation. Vacation is earned on an hourly basis. For purposes of this Article, a day is defined as eight (8) work hours. During the first year (261 days), vacation shall be computed at the rate of ten (10) working days per year. Beginning with the second year (262nd day) of continuous service, vacation shall be computed at the rate of twelve (12) working days per year. Beginning with the fifth year (1,045th day) of continuous service, vacation shall be computed at the rate of sixteen (16) working days per year. Beginning with the tenth year (2,350th day) of continuous service, vacation shall be computed at the rate of eighteen (18) working days per year. Beginning with the fifteenth year (3,655th day) of continuous service, vacation shall be computed at the rate of twenty (20) working days per year. Beginning with the twentieth year (4,960th day) of continuous service, vacation shall be computed at the rate of twenty-two (22) working days per year.

#### a) **Time for Vacations**

In the absence of a departmental seniority agreement, the time for vacation shall be determined by the appointing authority after due consideration of worker convenience and administrative requirements.

#### b) **Vacation Accrual**

Any vacation accrued during a one-year period (26 pay periods) should be taken by the worker during the following one-year period.

#### c) **Vacation Carry-over**

In the event the worker does not take all the vacation to which he/she is entitled in the succeeding twenty-six (26) pay periods, he/she shall be allowed to carry over the unused portion, provided that he/she shall not accumulate more than three (3) years' vacation earnings except:

1. When absent on full salary due to work-related compensation injury which prevents his/her reducing his/her credits to the maximum allowable amount, or
2. In the case of inability to take vacation because of extreme emergency such as fire, flood or other similar disaster, an additional accumulation may be approved by the County Executive and the Director of Personnel.

#### d) **Vacation Balance**

In the event the appointing authority does not provide vacation for a worker sufficient to reduce his/her accumulated vacation balance to the amount permitted (three years' earnings), the worker may take vacation as a matter of right immediately before the end of the pay period in which vacation could be lost, not to exceed one (1) year's earnings. The balance of the worker's accumulated vacation shall remain to his/her credit.

e) **Vacation Payoff**

A person who terminates employment shall be paid the monetary value of the earned vacation as of the actual date of termination of employment.

**Section 11.2 - Birthday Holiday**

There shall be an additional annual day of vacation which will normally be taken on the worker's birthday. The parties agree that an alternate day may be determined by the appointing authority after due consideration of worker convenience and administrative requirements.



## ARTICLE 12 – LEAVE PROVISIONS

### Section 12.1 - Personal Business/Belief Day

#### a) **Scheduling**

Workers employed as of June 21, 2004, shall be credited with four (4) days personal leave which must be used on or before June 19, 2005 and an additional four (4) days personal leave for workers employed as of June 20, 2005 which must be used on or before June 18, 2006. Such leave may be used by a worker for any lawful purpose he/she desires; provided such leave must be scheduled in advance with the appointing authority except in cases of bona fide emergency. This benefit shall be prorated for part-time workers and for workers hired subsequent to June 21, 2004 and June 20, 2005 respectively.

#### b) **Use**

At the worker's reasonable advance request, up to one (1) of the worker's accrued but unused personal leave days shall be scheduled either before or after Christmas, or New Year's except where staffing needs require otherwise. If a worker is assigned and works on Thanksgiving Day or the Friday after Thanksgiving, the worker shall have first preference for use of accrued but unused personal leave on the day before or the day after either Christmas or New Year's. "Preference" and "staffing needs" as used in this paragraph relate to the worker's work assignment and/or area.

### Section 12.2 - Sick Leave

#### a) **Rate of Accrual**

Each worker shall be entitled to sick leave. Such leave shall be earned on an hourly basis and computed at the rate of ninety-six (96) hours per year. Such sick leave must be approved by the appointing authority.

#### b) **Doctors' Notes**

Request for sick leave with pay in excess of three (3) working days must be supported by a statement from a licensed medical practitioner who is eligible for third party reimbursement. The appointing authority may require such a supporting statement for absences less than three (3) days.

If a doctor's note requirement is placed upon a worker for more than ninety (90) calendar days, a written notice shall be provided to the worker outlining the duration of the doctor's note requirement and any follow-up activities.

#### c) **Sick Leave Accrual**

Unused sick leave time may be accrued without limitation.

#### d) **Sick Leave Used for Care of Immediate Family**

A worker who has acquired a sufficient right to sick leave with pay may be granted permission to use same not to exceed three (3) working days of such leave in order that he/she may care for a sick or injured member of his/her

immediate family requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. "Immediate family" shall mean the father, mother, grandmother, or grandfather of the worker or of the spouse or of the same sex domestic partner of the worker and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the worker or any person living in the immediate household of the worker.

e) **Day Defined/Sick Leave Payoff**

For purposes of this paragraph, a day is defined as eight (8) work hours. Upon death or retirement, up to sixty (60) days of accrued sick leave shall be paid off at a rate of fifty percent (50%) of the equivalent cash value. All accrued balances beyond sixty (60) days shall be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value (one hour's pay for one day of accrual). Upon resignation in good standing, workers with ten (10) or more years' service shall be paid up to sixty (60) days of accrued sick leave at the rate of twenty-five percent (25%) of the equivalent cash value. All accrued balances beyond sixty (60) days will be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value. All other rights to sick leave with pay of a worker shall be cancelled upon his/her separation from the County; provided, however, if a worker resigns or is separated on a layoff and is reinstated or re-employed within one (1) year from the date of resignation or two (2) years from the date of layoff, such worker's right, if any, to sick leave with pay shall be restored to him/her. At the worker's option, he/she may convert accrued but unused sick leave at retirement to credit one (1) month of worker's medical premium for each day of sick leave accrued.

f) **Reinstatement Pay Back**

Workers receiving a sick leave pay off in accordance with section (e) above may, if reinstated within one (1) year, repay the full amount of sick leave payoff received and have her/his former sick leave balances restored. Repayment in full must be made prior to reinstatement.

g) **Vacation Illness Conversion**

If a worker on vacation becomes ill, he/she may convert vacation time to sick leave with pay. The conversion must be supported by a statement from an accredited physician.

h) **Exhaustion of Sick Leave**

When a worker has exhausted all accumulated sick leave and compensatory time, he/she shall have the option of using vacation time or leave without pay for absences due to illness. The worker must notify the department of worker's option prior to payroll action, otherwise vacation time will be used. When requested by the worker, Management will restore vacation by making the appropriate payroll adjustment in the next payroll period. This option shall not be available to any County worker where Federal law prohibits leave without pay.

i) **Joint Labor-Management Committee**

The parties agree to establish a joint labor-management committee to study the issue of reducing sick leave usage. The Committee will have an equal number of members appointed by the Union and the County. The Committee shall upon completion of the study submit a joint report to the Board of Supervisors on its findings and recommendations which could include restructuring of the existing sick leave program or changing sick leave payoff. It is agreed that no changes to the existing Agreement shall take place without mutual agreement of the Union and the County.

**Section 12.3 - Fitness for Duty Examination**

If any non-probationary worker is required by the appointing authority to take a fitness for duty examination not connected with pre-existing or existing industrial injury to determine if he/she is incapacitated for work, the following provisions will apply and will be given to the worker in writing:

- a) Before making a decision, the physician designated by the appointing authority will consult with the worker's personal physician and will advise him/her of this procedure.
- b) If the worker's personal physician agrees with the decision of the physician designated by the appointing authority, the decision is final.
- c) If the physicians disagree, and the worker so requests, they will select a third physician whose determination will be final. Cost for such examination by the selected physician will be equally shared by the worker and the appointing authority.
- d) If the County requires the worker to leave work during this period, the worker will be placed on paid leave pending the result of the fitness for duty examination without the requirement to use any leave balances.

**Section 12.4 - Military Leave**

a) **Governing Provision**

The provisions of the Military and Veterans Code of the State of California and the County ordinance code shall govern the military leave of workers of the County of Santa Clara.

b) **Physical Examination**

Any regular or provisional worker shall be allowed time off with no loss in pay for the time required to receive a physical examination or re-examination as ordered by provisions of a national conscription act or by any branch of the National or State military services.



## **Section 12.5 - Leave Without Pay**

### **a) Reasons Granted**

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

1. Illness beyond that covered by sick leave.
2. Education or training which will benefit the County.
3. Other personal reasons which do not cause inconvenience on the department.

### **b) Leave for Union Business**

Upon thirty (30) days advance notice to the Office of Labor Relations and the appointing authority, a leave without pay to accept employment with the Union shall be granted by the appointing authority for a period of up to one (1) year. No more than six (6) workers shall be granted a leave at any one time. A leave may only be denied if:

1. The notice requirement is not met.
2. The number of workers on leave has reached the maximum of six (6).
3. The worker has specialized skills and abilities which are necessary and could not be replaced.

With notice no less than thirty (30) days prior to the conclusion of the leave, such leave may be extended up to one (1) year upon approval of the appointing authority.

### **c) Revocation**

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

### **d) Vacation Leave Without Pay Option**

A worker must receive prior approval from his/her supervisor to use leave without pay for an authorized vacation absence. The department may assign leave without pay for an unauthorized absence. When the authorized absence is less than a pay period and when requested by the worker, management may restore vacation by making the appropriate payroll adjustment in the payroll period

following worker's request. This option shall not be available to any County worker where Federal law prohibits leave without pay.

## **Section 12.6 – Other Family Leave**

### **a) Maternity Leave**

#### **1. Length**

Upon request, maternity 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) Paternity Leave**

Upon request, paternity leave without pay shall be granted to natural or adoptive parents not to exceed six (6) months. All provisions of Section 12.5 shall apply to this paternity leave provision.

### **c) 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 for the serious illness of a same sex domestic partner, for a period of up to six (6) months.

## **Section 12.7 – Leaves to Perform Jury Duty or to Respond to a Subpoena**

### **a) Response to Summons**

A worker shall be allowed to take leave from his/her County duties without loss of wages, vacation time, sick leave or worker benefits for the purpose of responding to summons to jury selection or serving on a jury for which he/she has been selected, subject to the limitation that a worker shall receive paid leave to serve on a jury for which he/she has been selected not more than once during a calendar year and provided that he/she executes a written waiver of all compensation other than the mileage allowance, for which he/she would otherwise receive compensation by virtue of his/her performance of such jury duty. No worker shall be paid more than his/her regular shift pay or regular workweek pay as a result of jury duty service. The worker is required to notify

his/her appointing authority when he/she has received a jury summons and when his/her jury service is completed.

b) **Jury Duty**

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

c) **Response to a Subpoena**

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

d) **Release Time**

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

1. Swing or PM shift shall have release time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of wages or benefits.
2. Night or Graveyard shall have release time on the shift prior to court attendance; and that worker shall suffer no loss of wages or benefits.
3. When a worker, whose regularly scheduled hours includes two (2) full shifts (16 hours) of scheduled duty between 11:00 p.m., Friday to 3:00 a.m., Monday, is selected for a jury and is required to be in Court during his/her regular days off, the department will make every effort to provide the following Saturday or Sunday as a regularly scheduled day off. The weekend cannot count as a weekend worked for Weekend off Provisions.

e) **Return to Work**

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

**Section 12.8 - Educational Leave and Tuition Reimbursement**

a) **Fund**

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 four hundred sixty thousand dollars (\$460,000) in fiscal year 04-05 and four hundred sixty thousand dollars (\$460,000) in fiscal year 05-06 for all Local 715 units. One-half (1/2) of each year's fund will be available on the following dates:



**Fiscal Year 04-05**

1st half - July 1, 2004

2nd half - January 1, 2005

**Fiscal Year 05-06**

1st half - July 1, 2005

2nd half - January 1, 2006

Funds not used for any period shall be carried over for use in the next period. Funds shall be encumbered to fifteen percent (15%) above the amount allotted for each funding period for the first two fiscal years including any unused portion carried over from the prior funding period. This additional amount for encumbrance for Fiscal Year 05-06 may be decreased based on the usage pattern. No amount may be approved or expended beyond funds available for the term of the Agreement.

b) **CountyWise Classes**

Eighty-five thousand dollars (\$85,000) is hereby allocated in each of Fiscal Year 04-05, and Fiscal Year 05-06 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 715 represented workers only.

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

c) **Eligibility**

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

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

5. There are sufficient funds available in the program. (This applies to workers applying for tuition reimbursement only.)
6. The worker has not exhausted the annual maximum reimbursement limit. (This applies to worker's applying for tuition reimbursement only.)

d) **Disapproval**

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

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

e) **Reimbursement**

Total reimbursement for each worker participating in the program will not exceed seven hundred and fifty dollars (\$750) per fiscal year in contract years 2004 and 2005. Mileage and subsistence will not be authorized unless the training is required of the worker. Within the above limit, workers shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made.

f) **Deduction Authorization**

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

1. Deduction from his/her wages in the event he/she does not receive a passing grade of C or better.
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 12.9 – In-Service Education Programs**

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

**Section 12.10 – Bereavement Leave**

Leaves of absence with pay shall be granted workers in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, grandmother, grandfather, son or daughter of the worker or of the spouse of the worker or of the same-sex domestic partner of the worker; and the spouse, stepparent, son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, or sister-in-law of the worker or any person living in the immediate household of the worker. 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 12.11 - State Required Continuing Education and Licensure Fund**

For the term of this Agreement, the County shall continue a fund of sixty thousand dollars (\$60,000) 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 required continuing education and/or State required licenses.

a) **General Provisions**

1. Only workers in the following classifications are eligible for reimbursement of costs of State required continuing education and a State required license in accordance with the provisions of this fund.

Class Title	Eligibility Continuing Education Requirement	Legislative Source of and/or Licensure
Accountant/Auditor Appraiser (Assessor's Office only)	Continuing Education	Property Taxation Law Article 7, Section 671
Attending Psychologist	License	Business and Professions Code, Chapter 6.6, Section 2900
Auditor Appraiser	Continuing Education	Property Taxation Law Article 7, Section 671
Appraisal Valuation Specialist	Continuing Education	Property Taxation Law Article 7, Section 671
Appraiser I and II	Continuing Education	Property Taxation Law Article 7, Section 671
Cerebral Palsy Therapist I, II (Physical Therapists)	License	Business and Professions Code, Physical Therapy Practice Act, Title 2600 (2684, 2687 and 2688)
Certified Occupational Therapy Assistant I and II	License	Business and Professions Code, Section 2570.3
Clinical Audiologist	License	Business and Professions Code, Article 6, Section 2535
Clinical Psychologist	License	Business and Professions Code, Chapter 6.6, Section 2900

Control Ecology Education Specialist	License	California Health and Safety Code, Article I, Chapter 5, Section 2202(A)
Diagnostic Imaging Technician I and II	License	California Health and Safety Code, Radiologic Technology Act, Section 25679, Chapter 7.4, Division 20
Diagnostic Imaging Technician I, Mammography (only for those workers assigned to do mammography)	License and Continuing Education	California Health and Safety Code, Sections 25688 and Mammography Quality Assurance Act of 1992
Dialysis Technician	License and Continuing Education	California Businesses and Professions Code Article 3.5
Dietitian (where federal or state funding source requires RD)	Continuing Education	Health and Safety Code, Section 311
Dosimetrist	License	California Health and Safety Code, Radiologic Technology Act, Section 25679, Chapter 7.4, Division 20
Health Facilities Consultant	License and Continuing Education	Business and Professions Code, Chapter 6 and California Administrative Code, Title 16, Section 1414
Hospital Clinical Psychologist	License	Business and Professions Code, Chapter 6.6, Section 2900
Licensed Vocational Nurse (OR Techs when LVN's)	License and Continuing Education	Business and Professions Code, Chapter 6 and California Administrative Code, Title 16, Section 1414

Marriage & Family Therapist	License and Continuing Education	Business and Professions Code, Section 4980 and Senate Bill 26
Nursing Home Consultant (PHN)	License and Continuing Education	Business and Professions Code, Chapter 6 and California Administrative Code, Title 16, Section 1414
Occupational Therapist I and II – Physical Disabilities	License	Business and Professions Code, Section 2570.3
Occupational Therapist – Psychosocial Disabilities	License	Business and Professions Code, Section 2570.3
Optometrist	License and Continuing Education	Business and Professions Code, Chapter 7, Division 2 and Optometry Practice Act, Article 4, Section 3070
Pharmacy Technician	License	Business and Professions Code, Sections 4008, 4008.2, 4008.4, and 4008.5
Physical Therapist I, II and III	License	Business and Professions Code, Physical Therapy Practice Act Code. Title 2600 (2684, 2687 and 2688)
Physical Therapist Assistant I and II	License	Business and Professions Code, Physical Therapy Practice Act Code. Title 2600 (2684, 2687 and 2688)
Physician Assistant	License	Business and Professions Code, Medical Quality Assurance, Physician's Assistants, Article 5, Section 1399.550



Psychiatric Social Worker II and III	License and Continuing Education	Health and Safety Code, Section 1277; Welfare and Institutions Code, Section 5600.2 and Business and Professions Code, Article 4, Section 4996 and Senate Bill 26
Psychiatric Technician I and II	License and Continuing Education	Business and Professions Code, Chapter 10, Article 2, Section 4510
Public Health Nurse I, II and III	License and Continuing Education	Business and Professions Code, Chapter 6 and California Administrative Code, Title 16, Section 1414
Public Health Nurse Practitioner	License and Continuing Education	Business and Professions Code, Chapter 6 and California Administrative Code, Title 16, Section 1414
Public Health Nurse Specialist	License and Continuing Education	Business and Professions Code, Chapter 6 and California Administrative Code, Title 16, Section 1414
Radiation Therapist	License	Health and Safety Code, Division 20, Chapter 7.4, Section 25668, Subsection E and 25699
Rehabilitation Counselor (Only those with underlying Psych Tech License and if required to issue medications)	Continuing Education	Business and Professions Code, Chapter 10, Article 2, Section 4510
Respiratory Care Practitioner	License and Continuing Education	Business and Professions Code, Chapter 1344, Section 3700, Division 2
Respiratory Therapy Inservice Coord	License and Continuing Education	Business and Professions Code, Chapter 1344, Section 3700, Division 2

Senior Appraiser	Continuing Education	Property Tax Law, Article 7, Section 671
Senior Auditor-Appraiser	Continuing Education	Property Tax Law, Article 7, Section 671
Senior Cerebral Palsy Therapist (Physical Therapists)	License	Business and Professions Code, Physical Therapy Practice Act, Title 2600 (2684, 2687 and 2688)
Senior Therapist CCS When hired as an Occupational Therapist	License	Business and Professions Code, Section 2570.3
Speech Pathologist I and II	License and Continuing Education (Continuing Education effective January 1, 2000)	Business and Professions Code, Article 6, Section 2535
Staff Pharmacist	License and Continuing Education	California Administrative Code, California Pharmacy Laws, Article 4.5, Section 1732.2
Supervising Pharmacist	License and Continuing Education	California Administrative Code, California Pharmacy Laws, Article 4.5, Section 1732.2
Therapist CCS I and II When hired as an Occupational Therapist	License	Business and Professions Code, Section 2570.3
Vector Control Technician I and II	License	California Health and Safety Code, Article I, Chapter 5, Section 2202(A)

- Should Local 715 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 required continuing education and/or State required license.

3. Should State Legislation be passed mandating continuing education and/or licensure for additional classifications represented by 715 or modifying existing mandated continuing education and/or licensure for any of the classes listed in (1) above, or if a new classification is developed or created with such requirements, the County and the Union shall meet and confer over their inclusion in this provision.
4. This fund shall apply to all workers in classifications noted above who are required by the State to take continuing education courses or pay required licensure/certification fees. There are two eligibility periods. The first is between June 21, 2004 and June 19, 2005. The second is between June 20, 2005 and June 18, 2006. Eligible workers may only apply for licensure/certification reimbursement once during each of these periods and only for State mandated continuing education courses. Workers may apply for reimbursement to cover State required licensure/certification fees and/or fees or tuition and books for State required continuing education courses, workshops or seminars.
5. Total reimbursement for each worker participating in this program will not exceed three hundred dollars (\$300).

b) **State Mandated License and Certification Fee Reimbursement**

All eligible workers whose State mandated license/certification expires in eligibility periods stated in Section 12.11 a) 4 may apply for reimbursement no later than 60 days after the end of the eligibility period. Requests for reimbursement are to be submitted on a form provided by the County. The amount will be disbursed upon presentation of receipt showing renewed license/certificate and subject to the availability of funds.

c) **State Mandated Continuing Education Reimbursement**

1. Workers who must complete State mandated continuing education requirements in order to maintain a State 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 12.11 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 payment 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 12.8) procedures. In no event shall the reimbursement exceed the maximum allowed under the appropriate fund or the cost of the course.

d) **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 12.12 - Education Reimbursement Committee**

The County and the Union will meet every six (6) months to review funds under Section 12.8 and Section 12.11 and procedures for encumbering funds under Section 12.8. 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 12.8.

**Section 12.13 - Drivers Licenses**

- a) Any worker whose classification includes the requirement to have a Class A or B Commercial Driver's License will be reimbursed as follows:
  - 1) County will fully reimburse the worker for an original Commercial Driver's License or to add an endorsement.
  - 2) County will reimburse the difference between the Class A or B renewal fee and the Class C renewal fee.
- b. It is the expressed understanding of the County and the Union that the County bears no financial obligation for any worker's Class C driver's license fee regardless of whether it is required for the worker's position.

## ARTICLE 13 – BENEFIT PROGRAMS

### Section 13.1 – Workers' Compensation

a) **Eligibility**

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

b) **Compensation**

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

The first three (3) days shall be charged to the worker's accrued but unused sick leave. If the temporary disability period exceeds fourteen (14) calendar days, temporary disability will be paid for the first three (3) days.

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

The County has established a program to return workers with temporary disabling occupational injuries or illnesses to modified duty within the County as soon as medically practical. 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**

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.

e) **Public Safety Members**

Those workers governed by the Public Safety Members provision of the Public Employees' Retirement System, when entitled to benefits under Section 4850 of the Workers' Compensation Act, shall be entitled to disability leaves of absence for a period not to exceed one (1) year as provided in the Act, without loss of salary or related benefits. When an injured worker covered by these provisions has received the maximum benefits allowed by Section 4850, he/she shall be entitled to use sick leave and vacation accruals as provided for under subsection (b) of this Article. Retirement ends the benefits listed in this Section except for the rights to receive vacation and sick leave payoffs under this Agreement.

f) **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 agrees to fully pay medical coverage for worker and dependents on the lowest cost medical plan. The lowest cost medical plan will be either Kaiser or Health Net plan. Up to the same maximum



contribution will be made to the other plans (i.e., Kaiser, Health Net and Valley Health Plan).

The County will continue to pay the worker only contribution for Kaiser, Health Net Plan and Valley Health Plan.

The parties agree that Kaiser coverage will be the Kaiser S Plan with the 3A option through October 1999. The parties also agree that the Valley Health Plan and the Health Net plan shall continue under the current coverage in effect on July 12, 1999.

Effective November 1, 1999, the Kaiser plan will be changed to a \$5 co-payment for office visits and a \$5 co-payment for prescriptions.

The parties agree that effective November 1, 1999, hearing aid coverage, up to \$1,000 for 1 to 2 devices every 36 months, shall be added to all health plans.

2. **Dual Coverage**

Effective November 1, 1999, married couples and same sex 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. Married couples and same sex domestic partners who are both County workers and had one dependent coverage and one single coverage will have the single coverage dropped effective November 1, 1999. If both workers have single coverage, one will be converted to dependent coverage. County worker couples are not eligible to participate in the Health Plan Bonus Waiver Program.

3. **Domestic Partners**

The County will continue same sex domestic partner coverage.

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 maternity 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, and to attend to the

serious illness of a same sex domestic partner, up to twelve (12) weeks of dependent coverage.

- c. For a worker on industrial injury leave, worker only coverage for all times while on such leave, and, 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 same sex 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 same sex domestic partner of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

c. **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 or b 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.

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, <u>\$2,000</u> 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 Pacific Union 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**

Beginning January 1, 2000, with proof of alternative medical coverage, a worker may opt to waive County provided medical coverage:

1. Effective with each new plan year starting January 1, a worker who waives medical coverage for self and family must do so for the entire plan year by signing up in a special open period in the prior November. The worker shall then receive a bonus of sixty-five dollars (\$65.00) gross payment per pay period (subject to the usual payroll deductions) commencing 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 Division for adjustments due to additional hours worked beyond code status.



3. A new hire worker may waive medical coverage at the time of new employment and receive a pro-rated bonus of sixty-five dollars (\$65.00) 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 dollars (\$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 effective with a new plan year starting January 1, 1999 in accordance with Internal Revenue Code (IRC) section 125. This County established FSA Plan enables a County worker to annually designate and set aside bi-weekly payroll deduction, up to \$2,000 of wages on a pre-tax basis for eligible medical/dental expenditure based on a list of IRS approved expenditure.

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.

**Section 13.3 - Training for Disabled Workers**

a) **Vocational Rehabilitation**

When a worker is determined by the County unable to return to the classification in which he/she was employed at the time of injury or illness because of a work-

connected illness or injury and does not elect a disability retirement, that worker will be offered vocational rehabilitation.

b) **Lateral Transfer/Demotion Openings**

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

c) **Salary Level**

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

d) **Training Program**

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

e) **Placement Review**

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

f) **Promotions**

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

g) **Referral to Accredited Rehabilitation Agency**

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

h) **State Legislation**

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

**Section 13.4 - Deferred Compensation Plan**

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 Kaiser 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.



## **Article 14 – PERS - SOCIAL SECURITY**

The County will continue the present benefit contract with PERS which is the 2% at 55 Retirement Plan, except those workers covered by safety retirement as listed in Appendix E.

The County of Santa Clara's increase in contribution to PERS as a result of implementation of the 2% at 55 Plan as well as the existing employer payment of employee PERS contribution shall be reflected as part of effective wages.

The County shall pay on behalf of all workers covered under PERS miscellaneous the currently required worker contribution to the Public Employees' Retirement System.

In accordance with § 20636, sub section (c) (4) of the California Public Retirement Law, the County and SEIU Local 715 agree that the County shall report Employer Paid Member Contribution (EPMC) as special compensation concurrent with the effective date of PERS "Single Highest Year". The agreement between the County and SEIU Local 715 shall reflect the inclusion of the County's normal employee contribution payment (7% of PERS reportable wages) as compensation earnable.

## ARTICLE 15 - USE OF PRIVATE VEHICLES AND MILEAGE PAYMENT

### Section 15.1 – Use of Private Vehicles

#### a) **No Requirement**

No worker shall be required as a condition of obtaining or continuing County employment, to possess or provide a private vehicle for use in connection with his/her County employment. Use of County vehicles shall be in accordance with County policies and regulations.

#### b) **Authorization of Use**

Departments may authorize the use of private vehicles by their department workers, with each department maintaining a continuous listing of those workers authorized to use their private vehicles. Each worker so authorized shall have completed applicable County authorization requirements governing County driver permits and insurance. Workers not having completed such requirements and thereby not on the listing shall be neither required nor authorized to use their private vehicles.

#### c) **Damage**

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

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

### Section 15.2 - Reimbursement for Use of Private Vehicles

#### a) **Mileage Reimbursement**

Any worker required to travel on business for the County and who has been duly authorized to use and does use a privately owned automobile shall be allowed and paid as traveling expense for the actual miles traveled during any calendar month at the rate of \$0.31 per mile for all miles. Actual miles traveled shall be defined as all miles driven on County business. However, no mileage reimbursement shall be paid for miles traveled to the first field or work location of the day from the worker's place of residence or from the last field or work location of the day to the worker's place of residence, unless the miles traveled exceeds

the distance normally traveled by the worker during his/her normal home-to-work commute. In that case, the worker may claim reimbursement for only the added mileage which exceeds the normal home-to-work mileage.

Effective September 1, 2000, the rate of reimbursement shall be equal to the "standard mileage rate" for auto expenses established by the Federal Government as the maximum tax exempt mileage rate. Subsequent to September 2000, the County rate of reimbursement shall be adjusted on the first day of the month that any change by the Federal Government "standard mileage rate" is effective.

**Section 15.3 - County Business Travel**

**a) Meal Reimbursement**

Workers who are required in the performance of their duties to travel beyond the Counties of Santa Clara, San Benito, Santa Cruz, San Mateo, San Francisco, Alameda and Contra Costa shall be reimbursed for meals at the rate of:

<b>Base Rate (No Receipt)</b>	<b>Extended Rate (2x Base) (Receipts required)</b>
<b>\$30.00 Per Day Maximum</b>	<b>\$60.00 Per Day Maximum</b>
Breakfast \$7.00	Breakfast \$14.00
Lunch 8.00	Lunch 16.00
Dinner 15.00	Dinner 30.00

A worker must provide receipts for all meals on any day in which the extended rate is claimed for either an individual meal or the daily maximum.

During the term of this Agreement the meal reimbursement rates may be increased pursuant to the provisions of County Ordinance Code Section A31-2(a)(3).

Other expense, including meal reimbursement where allowed within these counties, shall be reimbursed as provided in the Santa Clara County Code and County Procedures Manual, except that such workers as are designated by the County to accomplish work requiring them to be absent from the County on out of state travel, shall be reimbursed at a rate of thirty-seven dollars (\$37.00) per day. Receipts will be required for meal expense claims that exceed twenty-seven (\$27.00) dollars per day.

**b) Out-of-State Advance**

Workers assigned to out-of-state work, excluding seminars and training, shall receive a one hundred percent (100%) advance prior to departure for anticipated out-of-pocket expenses in accordance with County Ordinance Code Section A31-7, overpayments shall be adjusted in accordance with said Ordinance Code Section and by administrative arrangement with the County.



c) **Claims for Travel Expense**

In accordance with County Ordinance Code Section A31-8, receipts for all expenditures for lodging and all other individual expenditures in excess of ten dollars (\$10.00) shall be submitted with claims for travel expenses. All individual expenditures of ten dollars (\$10.00) or less shall be itemized in the claim; however, receipts are not required. It is recognized that individual expenditure of ten dollars (\$10.00) or less may be incurred daily or over the entire period of travel; the ten dollar (\$10.00) limit pertains to the cost of each item rather than the total cost of such items.

**Section 15.4 - Parking Stickers for Workers with Disabilities**

All workers determined by the County to be disabled in accordance with standards of the State of California Department of Motor Vehicles will be issued a disabled workers parking sticker for their private vehicle.

## ARTICLE 16 – WORKERS IN UNCLASSIFIED POSITIONS

a) **Coverage Under the Contract**

All workers in unclassified coded positions within the Union bargaining units shall be subject to and protected by this Agreement and departmental agreements, except as otherwise provided.

b) **Seniority**

Time worked in such positions shall apply to seniority for the purposes of departmental agreements, salary increments and all other matters in the same manner for all other coded positions, except as otherwise provided. (No change in past practices or agreements unless agreed to.)

c) **Examinations**

Such workers shall be allowed to participate in examinations in the classified service equivalent to the positions they occupy as well as all open and/or promotional examinations for which they qualify under Merit System Rules.

d) **New Programs**

Prior to final approval by the County and the granting authority of new special programs funded from State and/or Federal sources which create positions under County Charter Section 704(h) which are the same or similar positions covered by this Agreement, the parties agree to meet and confer on:

1. Coverage of such positions by all or any portion of the terms of this Agreement.
2. The impact the utilization of such positions may have on workers in positions currently covered by this Agreement.

## **ARTICLE 17 - SAFETY**

### **Section 17.1 - Safety Standards**

The County necessarily abides by safety standards established by the State Division of Industrial Safety and pursuant to the Occupational Safety and Health Act. Appendix J of this Agreement describes the agreed guidelines for Department Safety Committees. Upon request, departmental negotiations on the number of representatives to the Departmental Safety Committee (paragraph 3 of the Guidelines) shall be negotiated at the departmental level. Such negotiations shall be subject to the provisions of Article 8.3(b) of this Agreement and shall also be subject to review and approval of the County-wide Safety Committee pursuant to the Guidelines.

### **Section 17.2 - Ambience Guidelines**

The County has promulgated guidelines with respect to variations in ambience (e.g., heat, light) in work locations within the County. The guidelines cover conditions encountered by workers who work both inside and/or outside. These guidelines are as follows:

Workers of the County work in a variety of physical locations, both indoors and out, where environmental factors such as temperature, humidity, solar radiation and air movement vary widely. Individual workers' tolerance levels for variations in those environmental factors vary from person to person based on physiological differences, general health, physical condition, the nature of the worker's work and other individual tolerance factors not otherwise definable.

Although Federal and State OSHA regulations do not deal specifically with variations in these environmental factors, nor can individual tolerance levels be controlled, these guidelines are issued and intended to assist departments/agencies in dealing with extremes of the environmental factors listed above.

"Extremes" in such factors are not specifically defined here; but should be determined by each department/agency in accordance with the season of the year or the work setting, based on commonly accepted standards for the nature of the work and the facilities or environment in which the work is performed. Distinctions should be kept in mind between comfort, efficiency and health considerations. Under these guidelines, each department/agency should determine acceptable limits of variation based on the factors described above, giving due regard to the work environment and its inherent characteristics and limitations. Department/agency determinations concerning extremes and acceptable limits of variation are subject to review by the County Executive's Office of Occupational Safety and Environmental Compliance (OSEC).

### **Procedures**

Each department/agency shall designate representative(s) responsible for receiving, evaluating and reporting worker complaints of environmental extremes through channels in accordance with these procedures. Depending on whether the reported extreme is in a building or outside, it will be acted upon as described below.



## **Buildings**

Buildings are defined as all indoor facilities and structures operated (owned or leased) by the County and occupied by County workers.

The Office of Occupational Safety and Environmental Compliance (OSEC) shall designate representative(s) for the purpose of receiving and responding to department/agency reports of environmental extremes in County facilities.

The Office of Occupational Safety and Environmental Compliance (OSEC) shall promptly investigate complaints received from designated department/agency representatives and take reasonable steps to make any needed corrections. OSEC will also promptly provide a status report for the complaining department/agency regarding the conditions. The report will note if the condition is extreme, the expected duration of the extreme and the cause. If requested, this report will be made available by the department/agency to the worker(s) who initiated the complaint.

## **Outside of Buildings**

Environmental factors outside of buildings are not controllable. Reports received by designated representatives concerning outside environmental extremes will be evaluated and a decision made regarding alternative work procedures for work crews engaged in out of doors physical labor. If alternative work procedures are implemented, reasonable access to available shelter and water shall be provided consistent with the nature and locale of the work.

A distinction is to be made between those who perform physical labor in the outdoors versus those whose work requires temporary or regular presence in the outdoors or in vehicles necessary for completion of assigned work. In the latter instances, alternative work procedures should generally be required less frequently than in the case of work crews performing out of doors physical labor.

## **Alternatives When Environmental Extremes Exist**

The decision to implement any variation in work activities shall be that of the appointing authority or his/her authorized representative. Careful consideration must be made regarding the department/agency's overall operation to meet required service needs. However, when in the department/agencies judgment extremes in environmental conditions will continue to exist for a significant period, the department/agency head may invoke any or all of the following possible alternative work procedures:

1. Reduce work productivity levels.
2. Authorize more frequent rest periods throughout the work cycle.
3. Where workers may be excused from duty and they request time off because of the extreme situation, excuse those who may be released and charge said time,

at the worker's option, to his/her accrued but unused vacation, compensatory time off or personal leave days; or to leave without pay.

These alternatives are not intended to limit the appointing authority from approving other alternatives, such as temporary changing of hours of work, temporary changing of work assignments, etc.

Workers who become ill because of extreme conditions may use sick leave in accordance with regular County procedures.

## ARTICLE 18 – GRIEVANCE PROCEDURE

The County and the Union recognize early settlement of grievances is essential to sound worker-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.

### Section 18.1 - Grievance Defined

a) **Definition**

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 18.1(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. Items within the scope of representation and subject to the meet and confer process.

### Section 18.2 - Grievance Presentation

Workers shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of workers, by the Union, or by the County. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of agreement or memorandum of understanding, nor shall any settlement be made which affects the rights or conditions of other workers represented by the Union without notification to and consultation with the Union.

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



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

**Section 18.3 - Procedural Compliance**

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

**Section 18.4 - Time Limits**

Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party. If, as a result of such action the parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided below and the arbitrator shall fashion an appropriate remedy.

**Section 18.5 – Informal Grievance Step**

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 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 18.6 – Formal Grievance**

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

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

4. The rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired; and
7. The name of any person or representative chosen by the worker to enter the grievance.

A decision shall be made in writing within fifteen (15) working days of receipt of the grievance. A copy of the decision shall be directed to the person identified in (7) above and grievant, or in the case of a group grievance, to the grievant listed first in (1) above. A copy shall be sent to the Union and this copy shall dictate time limits.

- b) **Step Two** - If the aggrieved is not satisfied with the Step One decision, he/she may, within fifteen (15) working days after receipt of the first step decision, present a written presentation to be directed to the County Executive's designated representative indicating the aggrieved wishes (1) the County Executive's designated representative to review and decide the merits of the case or whether (2) the aggrieved wishes the grievance to be referred to an impartial arbitrator. At this step, a meeting shall be held if requested by either party. The grievant may be accompanied by his/her Steward and/or Chief Steward. All parties meet and disclose the theory of the grievance and the theory of denial as well as the facts upon which these theories are based.
- c) **Pre-Arbitration Meeting (Stipulation and Arbitrator Selection)** - After a grievance has been moved to Step Two, the Union and County shall continue efforts at resolution. In addition, all parties will attempt to stipulate to all facts, disclose all pertinent information and agree on the question or questions to be submitted to an arbitrator.

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

Each grievance shall be specifically reviewed and discussed at a maximum of two pre-arbitration meetings. The parties may mutually agree to have additional meetings prior to arbitration. If a grievance remains unresolved after discussion, review, fact stipulations, information disclosure and determination of the questions or question to be submitted to the arbitrator, the parties will select an arbitrator from the panel in Section 18.6(d).

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

Either party may, following the selection of the arbitrator, and the specific review and discussion of a grievance, forward the grievance to the Arbitrator Calendar Coordinators for scheduling pursuant to Section 18.7.

d) **Arbitration**

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

John Kagel  
Barbara Chvany  
Morris Davis  
Kenneth Silbert

Jerilou Cossack  
Alexander Cohn  
Luella Nelson

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

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

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

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

**Section 18.7 - Grievance Committee Scheduling**

- a) The Union and the County shall each designate an Arbitration Calendar Coordinator (ACC). The Arbitration Calendar Coordinators shall mutually maintain, in date order, a listing of all grievances by arbitrator based on the process described under 18.6(d). The Coordinators shall then mutually agree upon arbitration dates.
- b) A minimum of six (6) regular scheduled arbitration dates shall occur during contract years 2004 and 2005 and expedited arbitration dates as mutually agreed.



- c) The Arbitration Calendar Coordinators shall schedule cases by arbitrator based on the date Step Three was completed. Each regular arbitration date shall have the two oldest open cases scheduled, for that arbitrator. One case shall be designated the primary case and one the backup case. No new cases may be substituted, after scheduling, without mutual agreement.

**Section 18.8 - Expedited Arbitration**

- a) The County and the Union Arbitration Calendar Coordinators, may upon mutual agreement of the specific case/or cases submit grievance disputes to expedited arbitration in the interest of obtaining a prompt disposition of the grievances brought by workers, the Union or the County.
- b) The expedited arbitration shall be conducted according to the following rules, and the arbitrators shall be required to agree to abide by them:
  - 1. The County and the Union shall agree to schedule as many cases as can be reasonably presented within a normal work day.
  - 2. Prior to the arbitration, the parties must mutually agree to the question to be placed before the arbitrator or the case will not proceed through this process.
  - 3. It is the intent of this expedited arbitration procedure to not record these proceedings. It is agreed, however, that either party may request a stenographic record and transcripts and the party requesting the record shall bear the full cost of the reporter's fee and transcript. The other party shall not be entitled to a copy, unless the parties agree to share the costs.
  - 4. The parties shall be represented by staff advocates, unless otherwise mutually agreed. Staff advocates shall present their cases in accordance with standard rules of evidence and accepted arbitrable conduct.
  - 5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post-hearing briefs shall not be submitted, unless otherwise mutually agreed.
  - 6. The arbitrator shall render his or her decision after each party has presented and summarized its case. The arbitrator shall confirm his/her decision in a written letter to each party.
  - 7. The arbitrator shall be paid a flat fee for each day of hearings, regardless of the number of cases presented during that day's hearing.

**Section 18.9 - Arbitration Release Time**

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

**Section 18.10 – Grievance Backlog Reduction Project**

- a) The County and the Union agree to continue the Grievance Backlog Reduction Project. Any grievance which was filed prior to December 31, 2002 in contract year 2004, and December 31, 2003 in contract year 2005, and which has not been scheduled for arbitration by the Arbitration Calendar Coordinators shall be handled in accordance with the following procedure:
- b) A grievance hearing panel is created consisting of one (1) representative from the Union and one (1) representative from Management. This panel shall be chaired by a neutral arbitrator from the following list for this Project:  

Wilma Rader            Thomas Angelo            Alexander Cohn
- c) Outstanding grievances shall be referred to the grievance hearing panel by order of initial filing, with the oldest cases being scheduled first. The Union and the County must give consent for a case to be calendared.
- d) The grievance hearing panel shall convene one (1) day a month beginning in October 1999. The panel may meet more frequently if mutually agreed to by the Union and the County
- e) The grievance hearing panel shall hear the matter informally with no attorneys representing either party and one (1) witness from each party. Any additional witnesses shall be presented through written testimony. Any written testimony must be submitted to the other parties including the arbitrator no later than five (5) working days prior to the hearing. The grievant and the department may be represented by staff advocates.
- f) A grievance may be submitted to the panel without presentation by one or both parties but with the submission of documents.
- g) The panel shall issue a bench decision to be followed by a letter decision and such decisions shall not be precedent setting.

## ARTICLE 19 – CLASSIFICATION

### Section 19.1 –Reclassification

A worker may request reclassification through his/her department during the month of October or such time as designated by the Director of Personnel but in any event no less than one (1) month per year. The department shall forward all requests to the Director of Personnel's designee with a recommendation for approval or denial. No request for reclassification may be made in a year where there is a reallocation window.

The Director of Personnel's designee will review the requests and notify the worker and the Union of his/her approval or denial and if denied the reasons for denial no later than three (3) months following the window.

If the request is denied, the worker shall have the right to appeal to the Director of Personnel. The appeal shall be submitted in writing within ten (10) working days of the receipt of the written denial. The County shall provide the Union with copies of all appeals.

The Director of Personnel shall determine the procedure of the appeal. If an appeal hearing is held the worker may have one (1) representative present. The worker and the Union shall be notified in writing of the decision of the Director of Personnel. The Director shall compile a list of all of the approved studies and the expected completion date and shall provide the Union with a copy of the list.

### Section 19.2 - Allocation Review

Reallocation is a process by which a worker requests to have his/her position considered for a change to an existing higher level classification.

- a) A worker may request in writing a reallocation review of his/her position based upon the differences between his/her current classification specification and the classification specification to which the worker requests reallocation.

Workers must submit to the appointing authority a position questionnaire which fully describes their current duties. The appointing authority must, within twenty (20) working days, remove the higher duties and the worker will be eligible for work out of class payment from a period of twenty (20) working days prior to the date of receipt of his/her request or deny the request and forward it to the Director of Personnel consistent with the schedule below:

**Notice to  
Appointing Authority**  
12/31/05

**Pre-hearing**  
3/20/06 – 3/31/06

**Arbitration**  
5/3/06 – 5/12/06



- b) The parties agree that the following procedures shall apply.
1. Identify and agree to a list of challenged allocations. Additions to the list may be made by mutual agreement. Only the worker who is the incumbent of the position on the date of the Request for Review and continues to be the incumbent on the date of the Allocation Review Board hearing will be allowed to appeal to the ARB, with Union concurrence, pursuant to Article 18.
  2. A series of informal meetings called the Pre-arbitration Review Process shall be held in an attempt to resolve challenged allocations prior to the formal Allocation Review Board Hearings. Present at the PARP shall be the worker and two (2) representatives and three (3) County representatives. Either party may bring one (1) witness to testify. No new information will be considered after the PARP. The results of the PARP will be made known to the Union, with some explanation to the Union of reasons for denial at that step.
  3. A review board will evaluate the unresolved challenged allocations. The board will consist of three (3) individuals knowledgeable of the County classification structure or general classification techniques. The County and the Union will select their representative and jointly agree to a third party. The cost of retaining the third party will be borne jointly by the County and the Union. Present at the Allocation Review Board will be the affected worker and two (2) representatives and three (3) County representatives. Either party may bring witnesses.
  4. The Board will review the information obtained during the hearing and make a recommendation to the Board of Supervisors.
  5. It is expected that the County and the Union will abide by the recommendations of the Board. However, either party may submit its positions directly to the Board of Supervisors along with the Review Board recommendation.
  6. Any change in allocation will be presented to the Board of Supervisors for implementation the beginning of the pay period following the decision of the ARB.
  7. The County will provide the Union copies of all requests submitted by workers no later than March 1, of each year following the close of the window.
  8. All Merit System Rules that apply to regular classification studies such as test requirements, minimum qualifications etc. shall apply to the reallocation process. It is understood that no different process shall be

used for the persons using this process than for persons reclassified through other provisions.

9. Workers who have their reallocation request denied by the arbitrator shall not be permitted to participate (request the same class) in the reallocation process until one additional window has passed.

### **Section 19.3 - Lead Worker**

Lead duties whether included in the job description or paid for through a differential shall include but not be limited to the following:

- a) Assigns, distributes and adjusts short-term workloads;
- b) Resolves work-related problems within guidelines set by the supervisors, including written counseling;
- c) Keeps apprised of the progress of the work;
- d) Answers procedural and work-related questions;
- e) Assists the supervisor in reviewing the work;
- f) May train new workers by providing general orientation to office, instruction on specific tasks, and review of task performance;
- g) May assist the supervisor in the interview process for new workers--such input shall be advisory.

### **Section 19.4 – Reallocations**

#### **a) Allocation to a Supervisory Position**

When the Department of Human Resources reclassifies or reallocates a position that is represented by SEIU Local 715 to a supervisory unit, such action may be appealed. The County will notify the Union in writing of its intent to take the action and the reasons. The Union will have five (5) working days following receipt of the notice to file an appeal in writing and the reasons to the Deputy County Executive. Prior to conducting a hearing, the County shall arrange a meeting within five (5) working days to include the worker whose job is in question, a Union representative(s) and a County representative to review the contents of the worker's job and the relevant organization structure. The Deputy County Executive will conduct a hearing on the appeal within ten (10) working days after the meeting. A decision will be rendered by the Deputy County Executive within five (5) working days following the hearing.

#### **b) Vacant Positions**

At least ten (10) working days prior to the Board of Supervisors hearing a request to change a vacant 715 position to a position outside a 715 unit, the County will notify the Union. The notification will include positions/codes to be supervised and an updated proposed organizational chart.

## **ARTICLE 20 – CONFLICT OF INTEREST**

Workers are to abide by all applicable Federal, State and Local Statutes or contract requirements regarding conflict of interest in outside employment. Workers intending to engage in outside employment shall file an advance statement of such intent for the approval of the appointing authority.



## **ARTICLE 21 – STRIKES AND LOCKOUTS**

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 715 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 715 and attempt to reassign said worker in a manner which retains County services and does not result in disciplinary action against the worker.

## **ARTICLE 22 – FULL AGREEMENT**

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

## **ARTICLE 23 – SAVINGS CLAUSE**

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

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

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

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



## **ARTICLE 24 – IMPLEMENTATION**

It is understood by the County and the Union that to fully implement this Agreement it will be necessary for the County to amend several existing County ordinances, some of which require the approval of the County Personnel Board, so that such ordinances will not conflict with the provisions of this Agreement. The County and the Union agree to cooperate to secure the enactment of such ordinances.

## ARTICLE 25 - TERM OF AGREEMENT

This Agreement shall become effective only upon approval by the Board of Supervisors and for the units listed in Article I upon the ratification by the individual unit as listed, and shall remain in full force and effect to and including June 18, 2006 and from year-to-year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to June 18, 2006, or any subsequent June 18, of its desire to terminate this Agreement or amend any provision thereof.

DATED: Original dated February 2, 2000

SANTA CLARA COUNTY  
NEGOTIATING COMMITTEE

SEIU LOCAL 715,  
AFL-CIO

Signatures on file, or see contract printed in 2000 for signatures

HEALTH CARE COST CONTAINMENT COMMITTEE

DATED: 2/2/00

SANTA CLARA COUNTY

SEIU LOCAL 715, AFL-CIO

Kathy Miller  
Kenneth L. Pileci

Ang E. King

Michael Hunt  
Patricia J. Hawley

Alexandra Koch

Rebecca Long



APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 21, 2004

GRADE	**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
292	834.16	877.44	923.12	970.56	1015.36	1807.35	2199.95	1974.75	2406.61
293	838.32	882.00	927.84	974.96	1020.08	1816.36	2210.17	1984.66	2417.86
294	842.64	886.56	932.56	979.68	1024.88	1825.72	2220.57	1994.96	2429.30
295	846.96	890.96	937.20	984.24	1029.52	1835.08	2230.63	2005.26	2440.36
296	851.12	895.44	942.08	988.56	1034.32	1844.09	2241.03	2015.17	2451.80
297	855.52	900.00	946.80	992.72	1038.96	1853.63	2251.08	2025.66	2462.86
298	859.76	904.56	951.60	997.68	1043.60	1862.81	2261.13	2035.76	2473.91
299	864.16	909.20	956.32	1001.60	1048.16	1872.35	2271.01	2046.25	2484.78
300	868.64	913.76	961.28	1006.88	1053.28	1882.05	2282.11	2056.93	2496.98
301	873.04	918.40	966.32	1010.64	1057.76	1891.59	2291.81	2067.41	2507.66
302	877.44	923.12	970.56	1015.36	1062.32	1901.12	2301.69	2077.90	2518.53
303	882.00	927.84	974.96	1020.08	1066.72	1911.00	2311.23	2088.77	2529.02
304	886.56	932.56	979.68	1024.88	1072.48	1920.88	2323.71	2099.64	2542.74
305	890.96	937.20	984.24	1029.52	1076.96	1930.41	2333.41	2110.12	2553.42
306	895.44	942.08	988.56	1034.32	1082.16	1940.12	2344.68	2120.80	2565.82
307	900.00	946.80	992.72	1038.96	1087.04	1950.00	2355.25	2131.67	2577.45
308	904.56	951.60	997.68	1043.60	1092.16	1959.88	2366.35	2142.54	2589.65
309	909.20	956.32	1001.60	1048.16	1097.12	1969.93	2377.09	2153.59	2601.47
310	913.76	961.28	1006.88	1053.28	1102.08	1979.81	2387.84	2164.46	2613.29
311	918.40	966.32	1010.64	1057.76	1107.20	1989.87	2398.93	2175.52	2625.49
312	923.12	970.56	1015.36	1062.32	1112.16	2000.09	2409.68	2186.77	2637.32
313	927.84	974.96	1020.08	1066.72	1117.28	2010.32	2420.77	2198.02	2649.52
314	932.56	979.68	1024.88	1072.48	1122.72	2020.55	2432.56	2209.27	2662.48
315	937.20	984.24	1029.52	1076.96	1127.92	2030.60	2443.83	2220.33	2674.88
316	942.08	988.56	1034.32	1082.16	1132.88	2041.17	2454.57	2231.96	2686.70
317	946.80	992.72	1038.96	1087.04	1138.48	2051.40	2466.71	2243.21	2700.04
318	951.60	997.68	1043.60	1092.16	1143.60	2061.80	2477.80	2254.65	2712.25
319	956.32	1001.60	1048.16	1097.12	1148.16	2072.03	2487.68	2265.90	2723.12
320	961.28	1006.88	1053.28	1102.08	1154.24	2082.77	2500.85	2277.72	2737.61
321	966.32	1010.64	1057.76	1107.20	1158.88	2093.69	2510.91	2289.73	2748.66
322	970.56	1015.36	1062.32	1112.16	1164.16	2102.88	2522.35	2299.84	2761.25

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS

APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 21, 2004

GRADE	**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
323	974.96	1020.08	1066.72	1117.28	1169.76	2112.41	2534.48	2310.32	2774.60
324	979.68	1024.88	1072.48	1122.72	1175.36	2122.64	2546.61	2321.57	2787.94
325	984.24	1029.52	1076.96	1127.92	1180.96	2132.52	2558.75	2332.44	2801.29
326	988.56	1034.32	1082.16	1132.88	1186.32	2141.88	2570.36	2342.74	2814.06
327	992.72	1038.96	1087.04	1138.48	1191.76	2150.89	2582.15	2352.65	2827.03
328	997.68	1043.60	1092.16	1143.60	1197.36	2161.64	2594.28	2364.47	2840.38
329	1001.60	1048.16	1097.12	1148.16	1202.72	2170.13	2605.89	2373.81	2853.15
330	1006.88	1053.28	1102.08	1154.24	1208.00	2181.57	2617.33	2386.40	2865.73
331	1010.64	1057.76	1107.20	1158.88	1213.76	2189.72	2629.81	2395.36	2879.46
332	1015.36	1062.32	1112.16	1164.16	1219.68	2199.95	2642.64	2406.61	2893.57
333	1020.08	1066.72	1117.28	1169.76	1225.04	2210.17	2654.25	2417.86	2906.35
334	1024.88	1072.48	1122.72	1175.36	1230.96	2220.57	2667.08	2429.30	2920.46
335	1029.52	1076.96	1127.92	1180.96	1236.64	2230.63	2679.39	2440.36	2933.99
336	1034.32	1082.16	1132.88	1186.32	1242.40	2241.03	2691.87	2451.80	2947.72
337	1038.96	1087.04	1138.48	1191.76	1248.48	2251.08	2705.04	2462.86	2962.21
338	1043.60	1092.16	1143.60	1197.36	1253.92	2261.13	2716.83	2473.91	2975.18
339	1048.16	1097.12	1148.16	1202.72	1259.92	2271.01	2729.83	2484.78	2989.48
340	1053.28	1102.08	1154.24	1208.00	1265.12	2282.11	2741.09	2496.98	3001.87
341	1057.76	1107.20	1158.88	1213.76	1270.80	2291.81	2753.40	2507.66	3015.41
342	1062.32	1112.16	1164.16	1219.68	1276.96	2301.69	2766.75	2518.53	3030.09
343	1066.72	1117.28	1169.76	1225.04	1283.20	2311.23	2780.27	2529.02	3044.96
344	1072.48	1122.72	1175.36	1230.96	1289.12	2323.71	2793.09	2542.74	3059.07
345	1076.96	1127.92	1180.96	1236.64	1295.04	2333.41	2805.92	2553.42	3073.18
346	1082.16	1132.88	1186.32	1242.40	1301.52	2344.68	2819.96	2565.82	3088.62
347	1087.04	1138.48	1191.76	1248.48	1306.96	2355.25	2831.75	2577.45	3101.59
348	1092.16	1143.60	1197.36	1253.92	1313.36	2366.35	2845.61	2589.65	3116.84
349	1097.12	1148.16	1202.72	1259.92	1318.96	2377.09	2857.75	2601.47	3130.19
350	1102.08	1154.24	1208.00	1265.12	1325.36	2387.84	2871.61	2613.29	3145.44
351	1107.20	1158.88	1213.76	1270.80	1330.64	2398.93	2883.05	2625.49	3158.03
352	1112.16	1164.16	1219.68	1276.96	1337.28	2409.68	2897.44	2637.32	3173.85
353	1117.28	1169.76	1225.04	1283.20	1343.52	2420.77	2910.96	2649.52	3188.72

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS



APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 21, 2004

GRADE	**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
354	1122.72	1175.36	1230.96	1289.12	1349.84	2432.56	2924.65	2662.48	3203.79
355	1127.92	1180.96	1236.64	1295.04	1356.24	2443.83	2938.52	2674.88	3219.04
356	1132.88	1186.32	1242.40	1301.52	1362.16	2454.57	2951.35	2686.70	3233.15
357	1138.48	1191.76	1248.48	1306.96	1368.56	2466.71	2965.21	2700.04	3248.40
358	1143.60	1197.36	1253.92	1313.36	1374.72	2477.80	2978.56	2712.25	3263.08
359	1148.16	1202.72	1259.92	1318.96	1381.28	2487.68	2992.77	2723.12	3278.72
360	1154.24	1208.00	1265.12	1325.36	1388.00	2500.85	3007.33	2737.61	3294.73
361	1158.88	1213.76	1270.80	1330.64	1393.28	2510.91	3018.77	2748.66	3307.32
362	1164.16	1219.68	1276.96	1337.28	1400.00	2522.35	3033.33	2761.25	3323.33
363	1169.76	1225.04	1283.20	1343.52	1406.72	2534.48	3047.89	2774.60	3339.35
364	1175.36	1230.96	1289.12	1349.84	1413.04	2546.61	3061.59	2787.94	3354.41
365	1180.96	1236.64	1295.04	1356.24	1419.44	2558.75	3075.45	2801.29	3369.67
366	1186.32	1242.40	1301.52	1362.16	1427.04	2570.36	3091.92	2814.06	3387.78
367	1191.76	1248.48	1306.96	1368.56	1434.40	2582.15	3107.87	2827.03	3405.32
368	1197.36	1253.92	1313.36	1374.72	1440.96	2594.28	3122.08	2840.38	3420.96
369	1202.72	1259.92	1318.96	1381.28	1447.84	2605.89	3136.99	2853.15	3437.35
370	1208.00	1265.12	1325.36	1388.00	1454.40	2617.33	3151.20	2865.73	3452.99
371	1213.76	1270.80	1330.64	1393.28	1461.12	2629.81	3165.76	2879.46	3469.00
372	1219.68	1276.96	1337.28	1400.00	1468.00	2642.64	3180.67	2893.57	3485.40
373	1225.04	1283.20	1343.52	1406.72	1474.56	2654.25	3194.88	2906.35	3501.04
374	1230.96	1289.12	1349.84	1413.04	1481.44	2667.08	3209.79	2920.46	3517.43
375	1236.64	1295.04	1356.24	1419.44	1488.80	2679.39	3225.73	2933.99	3534.97
376	1242.40	1301.52	1362.16	1427.04	1496.72	2691.87	3242.89	2947.72	3553.85
377	1248.48	1306.96	1368.56	1434.40	1503.52	2705.04	3257.63	2962.21	3570.06
378	1253.92	1313.36	1374.72	1440.96	1510.64	2716.83	3273.05	2975.18	3587.03
379	1259.92	1318.96	1381.28	1447.84	1517.84	2729.83	3288.65	2989.48	3604.19
380	1265.12	1325.36	1388.00	1454.40	1524.24	2741.09	3302.52	3001.87	3619.44
381	1270.80	1330.64	1393.28	1461.12	1531.28	2753.40	3317.77	3015.41	3636.22
382	1276.96	1337.28	1400.00	1468.00	1538.48	2766.75	3333.37	3030.09	3653.38
383	1283.20	1343.52	1406.72	1474.56	1546.40	2780.27	3350.53	3044.96	3672.25
384	1289.12	1349.84	1413.04	1481.44	1553.28	2793.09	3365.44	3059.07	3688.65

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS



APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 21, 2004

GRADE	**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
385	1295.04	1356.24	1419.44	1488.80	1560.56	2805.92	3381.21	3073.18	3706.00
386	1301.52	1362.16	1427.04	1496.72	1568.16	2819.96	3397.68	3088.62	3724.12
387	1306.96	1368.56	1434.40	1503.52	1575.44	2831.75	3413.45	3101.59	3741.47
388	1313.36	1374.72	1440.96	1510.64	1583.20	2845.61	3430.27	3116.84	3759.96
389	1318.96	1381.28	1447.84	1517.84	1590.56	2857.75	3446.21	3130.19	3777.50
390	1325.36	1388.00	1454.40	1524.24	1598.16	2871.61	3462.68	3145.44	3795.62
391	1330.64	1393.28	1461.12	1531.28	1604.16	2883.05	3475.68	3158.03	3809.92
392	1337.28	1400.00	1468.00	1538.48	1612.08	2897.44	3492.84	3173.85	3828.79
393	1343.52	1406.72	1474.56	1546.40	1619.28	2910.96	3508.44	3188.72	3845.95
394	1349.84	1413.04	1481.44	1553.28	1626.80	2924.65	3524.73	3203.79	3863.87
395	1356.24	1419.44	1488.80	1560.56	1634.88	2938.52	3542.24	3219.04	3883.13
396	1362.16	1427.04	1496.72	1568.16	1643.52	2951.35	3560.96	3233.15	3903.72
397	1368.56	1434.40	1503.52	1575.44	1651.12	2965.21	3577.43	3248.40	3921.84
398	1374.72	1440.96	1510.64	1583.20	1659.20	2978.56	3594.93	3263.08	3941.09
399	1381.28	1447.84	1517.84	1590.56	1666.88	2992.77	3611.57	3278.72	3959.40
400	1388.00	1454.40	1524.24	1598.16	1674.64	3007.33	3628.39	3294.73	3977.89
401	1393.28	1461.12	1531.28	1604.16	1682.48	3018.77	3645.37	3307.32	3996.58
402	1400.00	1468.00	1538.48	1612.08	1690.56	3033.33	3662.88	3323.33	4015.84
403	1406.72	1474.56	1546.40	1619.28	1698.40	3047.89	3679.87	3339.35	4034.52
404	1413.04	1481.44	1553.28	1626.80	1706.48	3061.59	3697.37	3354.41	4053.78
405	1419.44	1488.80	1560.56	1634.88	1714.40	3075.45	3714.53	3369.67	4072.65
406	1427.04	1496.72	1568.16	1643.52	1722.80	3091.92	3732.73	3387.78	4092.67
407	1434.40	1503.52	1575.44	1651.12	1731.20	3107.87	3750.93	3405.32	4112.69
408	1440.96	1510.64	1583.20	1659.20	1739.28	3122.08	3768.44	3420.96	4131.95
409	1447.84	1517.84	1590.56	1666.88	1747.44	3136.99	3786.12	3437.35	4151.40
410	1454.40	1524.24	1598.16	1674.64	1755.84	3151.20	3804.32	3452.99	4171.42
411	1461.12	1531.28	1604.16	1682.48	1763.52	3165.76	3820.96	3469.00	4189.72
412	1468.00	1538.48	1612.08	1690.56	1771.76	3180.67	3838.81	3485.40	4209.36
413	1474.56	1546.40	1619.28	1698.40	1780.08	3194.88	3856.84	3501.04	4229.19
414	1481.44	1553.28	1626.80	1706.48	1788.64	3209.79	3875.39	3517.43	4249.59
415	1488.80	1560.56	1634.88	1714.40	1797.52	3225.73	3894.63	3534.97	4270.76

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS

APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 21, 2004

GRADE	**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**		**EFFECTIVE WAGE**	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
416	1496.72	1568.16	1643.52	1722.80	1806.64	3242.89	3914.39	3553.85		4292.49	
417	1503.52	1575.44	1651.12	1731.20	1814.64	3257.63	3931.72	3570.06		4311.56	
418	1510.64	1583.20	1659.20	1739.28	1823.52	3273.05	3950.96	3587.03		4332.72	
419	1517.84	1590.56	1666.88	1747.44	1831.84	3288.65	3968.99	3604.19		4352.55	
420	1524.24	1598.16	1674.64	1755.84	1840.96	3302.52	3988.75	3619.44		4374.29	
421	1531.28	1604.16	1682.48	1763.52	1849.20	3317.77	4006.60	3636.22		4393.93	
422	1538.48	1612.08	1690.56	1771.76	1858.32	3333.37	4026.36	3653.38		4415.66	
423	1546.40	1619.28	1698.40	1780.08	1867.20	3350.53	4045.60	3672.25		4436.83	
424	1553.28	1626.80	1706.48	1788.64	1875.76	3365.44	4064.15	3688.65		4457.23	
425	1560.56	1634.88	1714.40	1797.52	1884.48	3381.21	4083.04	3706.00		4478.01	
426	1568.16	1643.52	1722.80	1806.64	1893.92	3397.68	4103.49	3724.12		4500.51	
427	1575.44	1651.12	1731.20	1814.64	1902.40	3413.45	4121.87	3741.47		4520.72	
428	1583.20	1659.20	1739.28	1823.52	1911.68	3430.27	4141.97	3759.96		4542.84	
429	1590.56	1666.88	1747.44	1831.84	1920.64	3446.21	4161.39	3777.50		4564.19	
430	1598.16	1674.64	1755.84	1840.96	1929.92	3462.68	4181.49	3795.62		4586.31	
431	1604.16	1682.48	1763.52	1849.20	1937.76	3475.68	4198.48	3809.92		4605.00	
432	1612.08	1690.56	1771.76	1858.32	1947.36	3492.84	4219.28	3828.79		4627.88	
433	1619.28	1698.40	1780.08	1867.20	1956.48	3508.44	4239.04	3845.95		4649.61	
434	1626.80	1706.48	1788.64	1875.76	1965.52	3524.73	4258.63	3863.87		4671.16	
435	1634.88	1714.40	1797.52	1884.48	1975.12	3542.24	4279.43	3883.13		4694.04	
436	1643.52	1722.80	1806.64	1893.92	1985.04	3560.96	4300.92	3903.72		4717.68	
437	1651.12	1731.20	1814.64	1902.40	1994.64	3577.43	4321.72	3921.84		4740.56	
438	1659.20	1739.28	1823.52	1911.68	2003.92	3594.93	4341.83	3941.09		4762.68	
439	1666.88	1747.44	1831.84	1920.64	2013.68	3611.57	4362.97	3959.40		4785.94	
440	1674.64	1755.84	1840.96	1929.92	2023.44	3628.39	4384.12	3977.89		4809.20	
441	1682.48	1763.52	1849.20	1937.76	2031.52	3645.37	4401.63	3996.58		4828.46	
442	1690.56	1771.76	1858.32	1947.36	2041.68	3662.88	4423.64	4015.84		4852.67	
443	1698.40	1780.08	1867.20	1956.48	2051.12	3679.87	4444.09	4034.52		4875.17	
444	1706.48	1788.64	1875.76	1965.52	2061.52	3697.37	4466.63	4053.78		4899.96	
445	1714.40	1797.52	1884.48	1975.12	2071.04	3714.53	4487.25	4072.65		4922.65	
446	1722.80	1806.64	1893.92	1985.04	2080.96	3732.73	4508.75	4092.67		4946.29	

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APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 21, 2004

GRADE	**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
447	1731.20	1814.64	1902.40	1994.64	2090.64	3750.93	4529.72	4112.69	4969.36
448	1739.28	1823.52	1911.68	2003.92	2100.88	3768.44	4551.91	4131.95	4993.76
449	1747.44	1831.84	1920.64	2013.68	2111.20	3786.12	4574.27	4151.40	5018.36
450	1755.84	1840.96	1929.92	2023.44	2120.80	3804.32	4595.07	4171.42	5041.24
451	1763.52	1849.20	1937.76	2031.52	2130.56	3820.96	4616.21	4189.72	5064.50
452	1771.76	1858.32	1947.36	2041.68	2141.04	3838.81	4638.92	4209.36	5089.48
453	1780.08	1867.20	1956.48	2051.12	2151.20	3856.84	4660.93	4229.19	5113.69
454	1788.64	1875.76	1965.52	2061.52	2161.36	3875.39	4682.95	4249.59	5137.91
455	1797.52	1884.48	1975.12	2071.04	2171.28	3894.63	4704.44	4270.76	5161.55
456	1806.64	1893.92	1985.04	2080.96	2182.88	3914.39	4729.57	4292.49	5189.20
457	1814.64	1902.40	1994.64	2090.64	2193.28	3931.72	4752.11	4311.56	5213.98
458	1823.52	1911.68	2003.92	2100.88	2203.68	3950.96	4774.64	4332.72	5238.77
459	1831.84	1920.64	2013.68	2111.20	2214.08	3968.99	4797.17	4352.55	5263.56
460	1840.96	1929.92	2023.44	2120.80	2224.64	3988.75	4820.05	4374.29	5288.73
461	1849.20	1937.76	2031.52	2130.56	2235.12	4006.60	4842.76	4393.93	5313.70
462	1858.32	1947.36	2041.68	2141.04	2245.76	4026.36	4865.81	4415.66	5339.06
463	1867.20	1956.48	2051.12	2151.20	2256.24	4045.60	4888.52	4436.83	5364.04
464	1875.76	1965.52	2061.52	2161.36	2267.04	4064.15	4911.92	4457.23	5389.78
465	1884.48	1975.12	2071.04	2171.28	2277.84	4083.04	4935.32	4478.01	5415.52
466	1893.92	1985.04	2080.96	2182.88	2289.84	4103.49	4961.32	4500.51	5444.12
467	1902.40	1994.64	2090.64	2193.28	2300.48	4121.87	4984.37	4520.72	5469.48
468	1911.68	2003.92	2100.88	2203.68	2311.76	4141.97	5008.81	4542.84	5496.36
469	1920.64	2013.68	2111.20	2214.08	2322.64	4161.39	5032.39	4564.19	5522.29
470	1929.92	2023.44	2120.80	2224.64	2333.52	4181.49	5055.96	4586.31	5548.22
471	1937.76	2031.52	2130.56	2235.12	2344.56	4198.48	5079.88	4605.00	5574.54
472	1947.36	2041.68	2141.04	2245.76	2355.84	4219.28	5104.32	4627.88	5601.42
473	1956.48	2051.12	2151.20	2256.24	2366.88	4239.04	5128.24	4649.61	5627.73
474	1965.52	2061.52	2161.36	2267.04	2378.48	4258.63	5153.37	4671.16	5655.38
475	1975.12	2071.04	2171.28	2277.84	2389.76	4279.43	5177.81	4694.04	5682.26
476	1985.04	2080.96	2182.88	2289.84	2402.08	4300.92	5204.51	4717.68	5711.62
477	1994.64	2090.64	2193.28	2300.48	2413.28	4321.72	5228.77	4740.56	5738.32

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS



APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 21, 2004

GRADE	**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
478	2003.92	2100.88	2203.68	2311.76	2424.72	4341.83	5253.56	4762.68	5765.58
479	2013.68	2111.20	2214.08	2322.64	2436.80	4362.97	5279.73	4785.94	5794.37
480	2023.44	2120.80	2224.64	2333.52	2447.76	4384.12	5303.48	4809.20	5820.50
481	2031.52	2130.56	2235.12	2344.56	2459.20	4401.63	5328.27	4828.46	5847.76
482	2041.68	2141.04	2245.76	2355.84	2471.04	4423.64	5353.92	4852.67	5875.98
483	2051.12	2151.20	2256.24	2366.88	2482.88	4444.09	5379.57	4875.17	5904.20
484	2061.52	2161.36	2267.04	2378.48	2494.64	4466.63	5405.05	4899.96	5932.23
485	2071.04	2171.28	2277.84	2389.76	2506.56	4487.25	5430.88	4922.65	5960.64
486	2080.96	2182.88	2289.84	2402.08	2519.20	4508.75	5458.27	4946.29	5990.76
487	2090.64	2193.28	2300.48	2413.28	2530.88	4529.72	5483.57	4969.36	6018.60
488	2100.88	2203.68	2311.76	2424.72	2542.96	4551.91	5509.75	4993.76	6047.39
489	2111.20	2214.08	2322.64	2436.80	2554.88	4574.27	5535.57	5018.36	6075.80
490	2120.80	2224.64	2333.52	2447.76	2567.68	4595.07	5563.31	5041.24	6106.30
491	2130.56	2235.12	2344.56	2459.20	2579.04	4616.21	5587.92	5064.50	6133.38
492	2141.04	2245.76	2355.84	2471.04	2591.20	4638.92	5614.27	5089.48	6162.36
493	2151.20	2256.24	2366.88	2482.88	2603.52	4660.93	5640.96	5113.69	6191.72
494	2161.36	2267.04	2378.48	2494.64	2616.32	4682.95	5668.69	5137.91	6222.23
495	2171.28	2277.84	2389.76	2506.56	2628.64	4704.44	5695.39	5161.55	6251.59
496	2182.88	2289.84	2402.08	2519.20	2641.36	4729.57	5722.95	5189.20	6281.91
497	2193.28	2300.48	2413.28	2530.88	2654.00	4752.11	5750.33	5213.98	6312.03
498	2203.68	2311.76	2424.72	2542.96	2666.72	4774.64	5777.89	5238.77	6342.35
499	2214.08	2322.64	2436.80	2554.88	2679.52	4797.17	5805.63	5263.56	6372.86
500	2224.64	2333.52	2447.76	2567.68	2692.00	4820.05	5832.67	5288.73	6402.60
501	2235.12	2344.56	2459.20	2579.04	2704.24	4842.76	5859.19	5313.70	6431.77
502	2245.76	2355.84	2471.04	2591.20	2717.20	4865.81	5887.27	5339.06	6462.66
503	2256.24	2366.88	2482.88	2603.52	2729.76	4888.52	5914.48	5364.04	6492.60
504	2267.04	2378.48	2494.64	2616.32	2742.80	4911.92	5942.73	5389.78	6523.67
505	2277.84	2389.76	2506.56	2628.64	2756.08	4935.32	5971.51	5415.52	6555.32
506	2289.84	2402.08	2519.20	2641.36	2770.32	4961.32	6002.36	5444.12	6589.26
507	2300.48	2413.28	2530.88	2654.00	2783.68	4984.37	6031.31	5469.48	6621.10
508	2311.76	2424.72	2542.96	2666.72	2796.72	5008.81	6059.56	5496.36	6652.18

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APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 21, 2004

GRADE	**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
509	2322.64	2436.80	2554.88	2679.52	2810.56	5032.39	6089.55	5522.29	6685.17
510	2333.52	2447.76	2567.68	2692.00	2823.68	5055.96	6117.97	5548.22	6716.44
511	2344.56	2459.20	2579.04	2704.24	2836.56	5079.88	6145.88	5574.54	6747.14
512	2355.84	2471.04	2591.20	2717.20	2850.56	5104.32	6176.21	5601.42	6780.50
513	2366.88	2482.88	2603.52	2729.76	2863.60	5128.24	6204.47	5627.73	6811.58
514	2378.48	2494.64	2616.32	2742.80	2877.36	5153.37	6234.28	5655.38	6844.38
515	2389.76	2506.56	2628.64	2756.08	2891.52	5177.81	6264.96	5682.26	6878.12
516	2402.08	2519.20	2641.36	2770.32	2905.92	5204.51	6296.16	5711.62	6912.44
517	2413.28	2530.88	2654.00	2783.68	2919.92	5228.77	6326.49	5738.32	6945.81
518	2424.72	2542.96	2666.72	2796.72	2933.68	5253.56	6356.31	5765.58	6978.60
519	2436.80	2554.88	2679.52	2810.56	2948.24	5279.73	6387.85	5794.37	7013.31
520	2447.76	2567.68	2692.00	2823.68	2962.32	5303.48	6418.36	5820.50	7046.86
521	2459.20	2579.04	2704.24	2836.56	2974.48	5328.27	6444.71	5847.76	7075.84
522	2471.04	2591.20	2717.20	2850.56	2989.28	5353.92	6476.77	5875.98	7111.12
523	2482.88	2603.52	2729.76	2863.60	3003.36	5379.57	6507.28	5904.20	7144.68
524	2494.64	2616.32	2742.80	2877.36	3017.84	5405.05	6538.65	5932.23	7179.19
525	2506.56	2628.64	2756.08	2891.52	3032.88	5430.88	6571.24	5960.64	7215.03
526	2519.20	2641.36	2770.32	2905.92	3048.16	5458.27	6604.35	5990.76	7251.45
527	2530.88	2654.00	2783.68	2919.92	3063.04	5483.57	6636.59	6018.60	7286.91
528	2542.96	2666.72	2796.72	2933.68	3077.36	5509.75	6667.61	6047.39	7321.04
529	2554.88	2679.52	2810.56	2948.24	3091.68	5535.57	6698.64	6075.80	7355.17
530	2567.68	2692.00	2823.68	2962.32	3106.64	5563.31	6731.05	6106.30	7390.83
531	2579.04	2704.24	2836.56	2974.48	3120.72	5587.92	6761.56	6133.38	7424.38
532	2591.20	2717.20	2850.56	2989.28	3136.00	5614.27	6794.67	6162.36	7460.80
533	2603.52	2729.76	2863.60	3003.36	3150.64	5640.96	6826.39	6191.72	7495.69
534	2616.32	2742.80	2877.36	3017.84	3165.84	5668.69	6859.32	6222.23	7531.92
535	2628.64	2756.08	2891.52	3032.88	3180.96	5695.39	6892.08	6251.59	7567.96
536	2641.36	2770.32	2905.92	3048.16	3197.52	5722.95	6927.96	6281.91	7607.42
537	2654.00	2783.68	2919.92	3063.04	3212.80	5750.33	6961.07	6312.03	7643.84
538	2666.72	2796.72	2933.68	3077.36	3228.56	5777.89	6995.21	6342.35	7681.40
539	2679.52	2810.56	2948.24	3091.68	3244.00	5805.63	7028.67	6372.86	7718.20

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GRADE	**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**		**EFFECTIVE WAGE**	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
540	2692.00	2823.68	2962.32	3106.64	3259.52	5832.67	7062.29	6402.60		7755.19	
541	2704.24	2836.56	2974.48	3120.72	3274.80	5859.19	7095.40	6431.77		7791.61	
542	2717.20	2850.56	2989.28	3136.00	3290.32	5887.27	7129.03	6462.66		7828.60	
543	2729.76	2863.60	3003.36	3150.64	3306.16	5914.48	7163.35	6492.60		7866.35	
544	2742.80	2877.36	3017.84	3165.84	3322.08	5942.73	7197.84	6523.67		7904.29	
545	2756.08	2891.52	3032.88	3180.96	3337.92	5971.51	7232.16	6555.32		7942.04	
546	2770.32	2905.92	3048.16	3197.52	3355.20	6002.36	7269.60	6589.26		7983.23	
547	2783.68	2919.92	3063.04	3212.80	3371.28	6031.31	7304.44	6621.10		8021.55	
548	2796.72	2933.68	3077.36	3228.56	3386.64	6059.56	7337.72	6652.18		8058.16	
549	2810.56	2948.24	3091.68	3244.00	3403.76	6089.55	7374.81	6685.17		8098.96	
550	2823.68	2962.32	3106.64	3259.52	3420.16	6117.97	7410.35	6716.44		8138.05	
551	2836.56	2974.48	3120.72	3274.80	3435.92	6145.88	7444.49	6747.14		8175.61	
552	2850.56	2989.28	3136.00	3290.32	3452.24	6176.21	7479.85	6780.50		8214.51	
553	2863.60	3003.36	3150.64	3306.16	3469.12	6204.47	7516.43	6811.58		8254.74	
554	2877.36	3017.84	3165.84	3322.08	3486.16	6234.28	7553.35	6844.38		8295.35	
555	2891.52	3032.88	3180.96	3337.92	3502.24	6264.96	7588.19	6878.12		8333.67	
556	2905.92	3048.16	3197.52	3355.20	3520.64	6296.16	7628.05	6912.44		8377.53	
557	2919.92	3063.04	3212.80	3371.28	3537.76	6326.49	7665.15	6945.81		8418.33	
558	2933.68	3077.36	3228.56	3386.64	3554.80	6356.31	7702.07	6978.60		8458.94	
559	2948.24	3091.68	3244.00	3403.76	3571.84	6387.85	7738.99	7013.31		8499.55	
560	2962.32	3106.64	3259.52	3420.16	3589.36	6418.36	7776.95	7046.86		8541.31	
561	2974.48	3120.72	3274.80	3435.92	3605.20	6444.71	7811.27	7075.84		8579.06	
562	2989.28	3136.00	3290.32	3452.24	3622.32	6476.77	7848.36	7111.12		8619.86	
563	3003.36	3150.64	3306.16	3469.12	3640.16	6507.28	7887.01	7144.68		8662.38	
564	3017.84	3165.84	3322.08	3486.16	3657.76	6538.65	7925.15	7179.19		8704.33	
565	3032.88	3180.96	3337.92	3502.24	3674.96	6571.24	7962.41	7215.03		8745.32	
566	3048.16	3197.52	3355.20	3520.64	3694.00	6604.35	8003.67	7251.45		8790.70	
567	3063.04	3212.80	3371.28	3537.76	3711.52	6636.59	8041.63	7286.91		8832.46	
568	3077.36	3228.56	3386.64	3554.80	3729.92	6667.61	8081.49	7321.04		8876.31	
569	3091.68	3244.00	3403.76	3571.84	3747.92	6698.64	8120.49	7355.17		8919.21	
570	3106.64	3259.52	3420.16	3589.36	3765.52	6731.05	8158.63	7390.83		8961.16	

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS



APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 21, 2004

	**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**		**EFFECTIVE WAGE**	
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
571	3120.72	3274.80	3435.92	3605.20	3782.56	6761.56	8195.55	7424.38		9001.77	
572	3136.00	3290.32	3452.24	3622.32	3801.04	6794.67	8235.59	7460.80		9045.81	
573	3150.64	3306.16	3469.12	3640.16	3818.96	6826.39	8274.41	7495.69		9088.52	
574	3165.84	3322.08	3486.16	3657.76	3837.52	6859.32	8314.63	7531.92		9132.76	
575	3180.96	3337.92	3502.24	3674.96	3856.64	6892.08	8356.05	7567.96		9178.33	
576	3197.52	3355.20	3520.64	3694.00	3875.84	6927.96	8397.65	7607.42		9224.09	
577	3212.80	3371.28	3537.76	3711.52	3895.20	6961.07	8439.60	7643.84		9270.23	
578	3228.56	3386.64	3554.80	3729.92	3914.72	6995.21	8481.89	7681.40		9316.75	
579	3244.00	3403.76	3571.84	3747.92	3934.24	7028.67	8524.19	7718.20		9363.27	
580	3259.52	3420.16	3589.36	3765.52	3953.92	7062.29	8566.83	7755.19		9410.18	
581	3274.80	3435.92	3605.20	3782.56	3973.52	7095.40	8609.29	7791.61		9456.89	
582	3290.32	3452.24	3622.32	3801.04	3993.44	7129.03	8652.45	7828.60		9504.37	
583	3306.16	3469.12	3640.16	3818.96	4013.28	7163.35	8695.44	7866.35		9551.65	
584	3322.08	3486.16	3657.76	3837.52	4033.28	7197.84	8738.77	7904.29		9599.32	
588	3359.52	3524.16	3698.16	3880.80	4071.84	7278.96	8822.32	7993.52		9691.22	
596	3493.84	3665.12	3846.08	4036.00	4234.64	7569.99	9175.05	8313.65		10079.23	
598	3524.16	3698.16	3880.80	4071.84	4271.92	7635.68	9255.83	8385.92		10168.08	
606	3665.12	3846.08	4036.00	4234.64	4442.72	7941.09	9625.89	8721.87		10575.15	

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS

APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 20, 2005

GRADE	**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**		**EFFECTIVE WAGE**	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
292	859.12	903.76	950.80	999.60	1045.76	1861.43	2265.81	2034.24	2479.06		
293	863.44	908.40	955.60	1004.16	1050.64	1870.79	2276.39	2044.53	2490.69		
294	867.84	913.12	960.48	1009.04	1055.60	1880.32	2287.13	2055.02	2502.51		
295	872.32	917.68	965.28	1013.76	1060.40	1890.03	2297.53	2065.70	2513.95		
296	876.64	922.24	970.32	1018.16	1065.28	1899.39	2308.11	2075.99	2525.58		
297	881.12	926.96	975.20	1022.48	1070.08	1909.09	2318.51	2086.67	2537.02		
298	885.52	931.68	980.08	1027.60	1074.88	1918.63	2328.91	2097.16	2548.46		
299	890.08	936.40	984.96	1031.60	1079.60	1928.51	2339.13	2108.02	2559.71		
300	894.64	941.12	990.08	1037.04	1084.80	1938.39	2350.40	2118.89	2572.11		
301	899.20	945.92	995.28	1040.88	1089.44	1948.27	2360.45	2129.76	2583.17		
302	903.76	950.80	999.60	1045.76	1094.16	1958.15	2370.68	2140.63	2594.42		
303	908.40	955.60	1004.16	1050.64	1098.72	1968.20	2380.56	2151.69	2605.28		
304	913.12	960.48	1009.04	1055.60	1104.64	1978.43	2393.39	2162.94	2619.39		
305	917.68	965.28	1013.76	1060.40	1109.20	1988.31	2403.27	2173.80	2630.26		
306	922.24	970.32	1018.16	1065.28	1114.56	1998.19	2414.88	2184.67	2643.04		
307	926.96	975.20	1022.48	1070.08	1119.60	2008.41	2425.80	2195.92	2655.05		
308	931.68	980.08	1027.60	1074.88	1124.88	2018.64	2437.24	2207.17	2667.63		
309	936.40	984.96	1031.60	1079.60	1130.00	2028.87	2448.33	2218.42	2679.83		
310	941.12	990.08	1037.04	1084.80	1135.12	2039.09	2459.43	2229.67	2692.04		
311	945.92	995.28	1040.88	1089.44	1140.40	2049.49	2470.87	2241.11	2704.62		
312	950.80	999.60	1045.76	1094.16	1145.52	2060.07	2481.96	2252.74	2716.82		
313	955.60	1004.16	1050.64	1098.72	1150.72	2070.47	2493.23	2264.18	2729.22		
314	960.48	1009.04	1055.60	1104.64	1156.40	2081.04	2505.53	2275.81	2742.75		
315	965.28	1013.76	1060.40	1109.20	1161.68	2091.44	2516.97	2287.25	2755.34		
316	970.32	1018.16	1065.28	1114.56	1166.80	2102.36	2528.07	2299.26	2767.54		
317	975.20	1022.48	1070.08	1119.60	1172.56	2112.93	2540.55	2310.89	2781.27		
318	980.08	1027.60	1074.88	1124.88	1177.84	2123.51	2551.99	2322.52	2793.85		
319	984.96	1031.60	1079.60	1130.00	1182.56	2134.08	2562.21	2334.16	2805.10		
320	990.08	1037.04	1084.80	1135.12	1188.80	2145.17	2575.73	2346.36	2819.97		
321	995.28	1040.88	1089.44	1140.40	1193.60	2156.44	2586.13	2358.75	2831.41		
322	999.60	1045.76	1094.16	1145.52	1199.04	2165.80	2597.92	2369.05	2844.38		

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS



APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 20, 2005

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	**MONTHLY**	**MONTHLY**	**EFFECTIVE WAGE**	**EFFECTIVE WAGE**
						STEP 1	STEP 5	STEP 1	STEP 5
323	1004.16	1050.64	1098.72	1150.72	1204.80	2175.68	2610.40	2379.92	2858.11
324	1009.04	1055.60	1104.64	1156.40	1210.56	2186.25	2622.88	2391.55	2871.84
325	1013.76	1060.40	1109.20	1161.68	1216.32	2196.48	2635.36	2402.80	2885.56
326	1018.16	1065.28	1114.56	1166.80	1221.84	2206.01	2647.32	2413.28	2898.72
327	1022.48	1070.08	1119.60	1172.56	1227.44	2215.37	2659.45	2423.58	2912.07
328	1027.60	1074.88	1124.88	1177.84	1233.28	2226.47	2672.11	2435.78	2925.98
329	1031.60	1079.60	1130.00	1182.56	1238.80	2235.13	2684.07	2445.31	2939.14
330	1037.04	1084.80	1135.12	1188.80	1244.24	2246.92	2695.85	2458.28	2952.11
331	1040.88	1089.44	1140.40	1193.60	1250.16	2255.24	2708.68	2467.43	2966.22
332	1045.76	1094.16	1145.52	1199.04	1256.24	2265.81	2721.85	2479.06	2980.71
333	1050.64	1098.72	1150.72	1204.80	1261.76	2276.39	2733.81	2490.69	2993.86
334	1055.60	1104.64	1156.40	1210.56	1267.84	2287.13	2746.99	2502.51	3008.35
335	1060.40	1109.20	1161.68	1216.32	1273.68	2297.53	2759.64	2513.95	3022.27
336	1065.28	1114.56	1166.80	1221.84	1279.60	2308.11	2772.47	2525.58	3036.38
337	1070.08	1119.60	1172.56	1227.44	1285.92	2318.51	2786.16	2537.02	3051.44
338	1074.88	1124.88	1177.84	1233.28	1291.52	2328.91	2798.29	2548.46	3064.79
339	1079.60	1130.00	1182.56	1238.80	1297.68	2339.13	2811.64	2559.71	3079.47
340	1084.80	1135.12	1188.80	1244.24	1303.04	2350.40	2823.25	2572.11	3092.25
341	1089.44	1140.40	1193.60	1250.16	1308.88	2360.45	2835.91	2583.17	3106.16
342	1094.16	1145.52	1199.04	1256.24	1315.20	2370.68	2849.60	2594.42	3121.23
343	1098.72	1150.72	1204.80	1261.76	1321.68	2380.56	2863.64	2605.28	3136.67
344	1104.64	1156.40	1210.56	1267.84	1327.76	2393.39	2876.81	2619.39	3151.16
345	1109.20	1161.68	1216.32	1273.68	1333.84	2403.27	2889.99	2630.26	3165.65
346	1114.56	1166.80	1221.84	1279.60	1340.56	2414.88	2904.55	2643.04	3181.67
347	1119.60	1172.56	1227.44	1285.92	1346.16	2425.80	2916.68	2655.05	3195.02
348	1124.88	1177.84	1233.28	1291.52	1352.72	2437.24	2930.89	2667.63	3210.65
349	1130.00	1182.56	1238.80	1297.68	1358.48	2448.33	2943.37	2679.83	3224.38
350	1135.12	1188.80	1244.24	1303.04	1365.12	2459.43	2957.76	2692.04	3240.20
351	1140.40	1193.60	1250.16	1308.88	1370.48	2470.87	2969.37	2704.62	3252.98
352	1145.52	1199.04	1256.24	1315.20	1377.36	2481.96	2984.28	2716.82	3269.38
353	1150.72	1204.80	1261.76	1321.68	1383.76	2493.23	2998.15	2729.22	3284.63

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS



APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 20, 2005

GRADE	**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**		**EFFECTIVE WAGE**	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
354	1156.40	1210.56	1267.84	1327.76	1390.32	2505.53	3012.36	2742.75		3300.26	
355	1161.68	1216.32	1273.68	1333.84	1396.88	2516.97	3026.57	2755.34		3315.90	
356	1166.80	1221.84	1279.60	1340.56	1402.96	2528.07	3039.75	2767.54		3330.39	
357	1172.56	1227.44	1285.92	1346.16	1409.60	2540.55	3054.13	2781.27		3346.21	
358	1177.84	1233.28	1291.52	1352.72	1415.92	2551.99	3067.83	2793.85		3361.28	
359	1182.56	1238.80	1297.68	1358.48	1422.64	2562.21	3082.39	2805.10		3377.29	
360	1188.80	1244.24	1303.04	1365.12	1429.60	2575.73	3097.47	2819.97		3393.88	
361	1193.60	1250.16	1308.88	1370.48	1435.04	2586.13	3109.25	2831.41		3406.85	
362	1199.04	1256.24	1315.20	1377.36	1442.00	2597.92	3124.33	2844.38		3423.43	
363	1204.80	1261.76	1321.68	1383.76	1448.88	2610.40	3139.24	2858.11		3439.83	
364	1210.56	1267.84	1327.76	1390.32	1455.36	2622.88	3153.28	2871.84		3455.28	
365	1216.32	1273.68	1333.84	1396.88	1462.00	2635.36	3167.67	2885.56		3471.10	
366	1221.84	1279.60	1340.56	1402.96	1469.84	2647.32	3184.65	2898.72		3489.79	
367	1227.44	1285.92	1346.16	1409.60	1477.36	2659.45	3200.95	2912.07		3507.71	
368	1233.28	1291.52	1352.72	1415.92	1484.16	2672.11	3215.68	2925.98		3523.92	
369	1238.80	1297.68	1358.48	1422.64	1491.20	2684.07	3230.93	2939.14		3540.69	
370	1244.24	1303.04	1365.12	1429.60	1498.00	2695.85	3245.67	2952.11		3556.90	
371	1250.16	1308.88	1370.48	1435.04	1504.88	2708.68	3260.57	2966.22		3573.30	
372	1256.24	1315.20	1377.36	1442.00	1512.00	2721.85	3276.00	2980.71		3590.27	
373	1261.76	1321.68	1383.76	1448.88	1518.72	2733.81	3290.56	2993.86		3606.28	
374	1267.84	1327.76	1390.32	1455.36	1525.84	2746.99	3305.99	3008.35		3623.25	
375	1273.68	1333.84	1396.88	1462.00	1533.44	2759.64	3322.45	3022.27		3641.37	
376	1279.60	1340.56	1402.96	1469.84	1541.60	2772.47	3340.13	3036.38		3660.81	
377	1285.92	1346.16	1409.60	1477.36	1548.56	2786.16	3355.21	3051.44		3677.40	
378	1291.52	1352.72	1415.92	1484.16	1555.92	2798.29	3371.16	3064.79		3694.94	
379	1297.68	1358.48	1422.64	1491.20	1563.36	2811.64	3387.28	3079.47		3712.68	
380	1303.04	1365.12	1429.60	1498.00	1569.92	2823.25	3401.49	3092.25		3728.31	
381	1308.88	1370.48	1435.04	1504.88	1577.20	2835.91	3417.27	3106.16		3745.66	
382	1315.20	1377.36	1442.00	1512.00	1584.56	2849.60	3433.21	3121.23		3763.20	
383	1321.68	1383.76	1448.88	1518.72	1592.72	2863.64	3450.89	3136.67		3782.65	
384	1327.76	1390.32	1455.36	1525.84	1599.84	2876.81	3466.32	3151.16		3799.62	

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS

APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 20, 2005

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	**MONTHLY**	**MONTHLY**	**EFFECTIVE WAGE**	**EFFECTIVE WAGE**
						STEP 1	STEP 5	STEP 1	STEP 5
385	1333.84	1396.88	1462.00	1533.44	1607.36	2889.99	3482.61	3165.65	3817.54
386	1340.56	1402.96	1469.84	1541.60	1615.20	2904.55	3499.60	3181.67	3836.23
387	1346.16	1409.60	1477.36	1548.56	1622.64	2916.68	3515.72	3195.02	3853.96
388	1352.72	1415.92	1484.16	1555.92	1630.64	2930.89	3533.05	3210.65	3873.03
389	1358.48	1422.64	1491.20	1563.36	1638.24	2943.37	3549.52	3224.38	3891.14
390	1365.12	1429.60	1498.00	1569.92	1646.08	2957.76	3566.51	3240.20	3909.82
391	1370.48	1435.04	1504.88	1577.20	1652.24	2969.37	3579.85	3252.98	3924.51
392	1377.36	1442.00	1512.00	1584.56	1660.40	2984.28	3597.53	3269.38	3943.95
393	1383.76	1448.88	1518.72	1592.72	1667.84	2998.15	3613.65	3284.63	3961.69
394	1390.32	1455.36	1525.84	1599.84	1675.60	3012.36	3630.47	3300.26	3980.18
395	1396.88	1462.00	1533.44	1607.36	1683.92	3026.57	3648.49	3315.90	4000.01
396	1402.96	1469.84	1541.60	1615.20	1692.80	3039.75	3667.73	3330.39	4021.17
397	1409.60	1477.36	1548.56	1622.64	1700.64	3054.13	3684.72	3346.21	4039.86
398	1415.92	1484.16	1555.92	1630.64	1708.96	3067.83	3702.75	3361.28	4059.69
399	1422.64	1491.20	1563.36	1638.24	1716.88	3082.39	3719.91	3377.29	4078.56
400	1429.60	1498.00	1569.92	1646.08	1724.80	3097.47	3737.07	3393.88	4097.44
401	1435.04	1504.88	1577.20	1652.24	1732.88	3109.25	3754.57	3406.85	4116.70
402	1442.00	1512.00	1584.56	1660.40	1741.20	3124.33	3772.60	3423.43	4136.53
403	1448.88	1518.72	1592.72	1667.84	1749.28	3139.24	3790.11	3439.83	4155.78
404	1455.36	1525.84	1599.84	1675.60	1757.60	3153.28	3808.13	3455.28	4175.61
405	1462.00	1533.44	1607.36	1683.92	1765.76	3167.67	3825.81	3471.10	4195.06
406	1469.84	1541.60	1615.20	1692.80	1774.48	3184.65	3844.71	3489.79	4215.84
407	1477.36	1548.56	1622.64	1700.64	1783.12	3200.95	3863.43	3507.71	4236.44
408	1484.16	1555.92	1630.64	1708.96	1791.44	3215.68	3881.45	3523.92	4256.27
409	1491.20	1563.36	1638.24	1716.88	1799.84	3230.93	3899.65	3540.69	4276.29
410	1498.00	1569.92	1646.08	1724.80	1808.48	3245.67	3918.37	3556.90	4296.88
411	1504.88	1577.20	1652.24	1732.88	1816.40	3260.57	3935.53	3573.30	4315.75
412	1512.00	1584.56	1660.40	1741.20	1824.88	3276.00	3953.91	3590.27	4335.96
413	1518.72	1592.72	1667.84	1749.28	1833.44	3290.56	3972.45	3606.28	4356.37
414	1525.84	1599.84	1675.60	1757.60	1842.24	3305.99	3991.52	3623.25	4377.34
415	1533.44	1607.36	1683.92	1765.76	1851.44	3322.45	4011.45	3641.37	4399.27

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS



APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 20, 2005

GRADE	**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**		**EFFECTIVE WAGE**	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
416	1541.60	1615.20	1692.80	1774.48	1860.80	3340.13	4031.73	3660.81		4421.57	
417	1548.56	1622.64	1700.64	1783.12	1869.04	3355.21	4049.59	3677.40		4441.21	
418	1555.92	1630.64	1708.96	1791.44	1878.16	3371.16	4069.35	3694.94		4462.95	
419	1563.36	1638.24	1716.88	1799.84	1886.72	3387.28	4087.89	3712.68		4483.35	
420	1569.92	1646.08	1724.80	1808.48	1896.16	3401.49	4108.35	3728.31		4505.85	
421	1577.20	1652.24	1732.88	1816.40	1904.64	3417.27	4126.72	3745.66		4526.06	
422	1584.56	1660.40	1741.20	1824.88	1914.00	3433.21	4147.00	3763.20		4548.37	
423	1592.72	1667.84	1749.28	1833.44	1923.20	3450.89	4166.93	3782.65		4570.29	
424	1599.84	1675.60	1757.60	1842.24	1932.00	3466.32	4186.00	3799.62		4591.27	
425	1607.36	1683.92	1765.76	1851.44	1940.96	3482.61	4205.41	3817.54		4612.62	
426	1615.20	1692.80	1774.48	1860.80	1950.72	3499.60	4226.56	3836.23		4635.88	
427	1622.64	1700.64	1783.12	1869.04	1959.44	3515.72	4245.45	3853.96		4656.67	
428	1630.64	1708.96	1791.44	1878.16	1968.96	3533.05	4266.08	3873.03		4679.36	
429	1638.24	1716.88	1799.84	1886.72	1978.24	3549.52	4286.19	3891.14		4701.47	
430	1646.08	1724.80	1808.48	1896.16	1987.76	3566.51	4306.81	3909.82		4724.16	
431	1652.24	1732.88	1816.40	1904.64	1995.84	3579.85	4324.32	3924.51		4743.42	
432	1660.40	1741.20	1824.88	1914.00	2005.76	3597.53	4345.81	3943.95		4767.06	
433	1667.84	1749.28	1833.44	1923.20	2015.12	3613.65	4366.09	3961.69		4789.37	
434	1675.60	1757.60	1842.24	1932.00	2024.48	3630.47	4386.37	3980.18		4811.68	
435	1683.92	1765.76	1851.44	1940.96	2034.32	3648.49	4407.69	4000.01		4835.13	
436	1692.80	1774.48	1860.80	1950.72	2044.56	3667.73	4429.88	4021.17		4859.54	
437	1700.64	1783.12	1869.04	1959.44	2054.40	3684.72	4451.20	4039.86		4882.99	
438	1708.96	1791.44	1878.16	1968.96	2064.00	3702.75	4472.00	4059.69		4905.87	
439	1716.88	1799.84	1886.72	1978.24	2074.08	3719.91	4493.84	4078.56		4929.89	
440	1724.80	1808.48	1896.16	1987.76	2084.08	3737.07	4515.51	4097.44		4953.72	
441	1732.88	1816.40	1904.64	1995.84	2092.40	3754.57	4533.53	4116.70		4973.55	
442	1741.20	1824.88	1914.00	2005.76	2102.88	3772.60	4556.24	4136.53		4998.53	
443	1749.28	1833.44	1923.20	2015.12	2112.64	3790.11	4577.39	4155.78		5021.79	
444	1757.60	1842.24	1932.00	2024.48	2123.36	3808.13	4600.61	4175.61		5047.34	
445	1765.76	1851.44	1940.96	2034.32	2133.12	3825.81	4621.76	4195.06		5070.60	
446	1774.48	1860.80	1950.72	2044.56	2143.36	3844.71	4643.95	4215.84		5095.01	

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS



APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 20, 2005

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	**MONTHLY**		**EFFECTIVE WAGE**	
						STEP 1	STEP 5	STEP 1	STEP 5
447	1783.12	1869.04	1959.44	2054.40	2153.28	3863.43	4665.44	4236.44	5118.65
448	1791.44	1878.16	1968.96	2064.00	2163.84	3881.45	4688.32	4256.27	5143.82
449	1799.84	1886.72	1978.24	2074.08	2174.48	3899.65	4711.37	4276.29	5169.18
450	1808.48	1896.16	1987.76	2084.08	2184.40	3918.37	4732.87	4296.88	5192.82
451	1816.40	1904.64	1995.84	2092.40	2194.40	3935.53	4754.53	4315.75	5216.65
452	1824.88	1914.00	2005.76	2102.88	2205.20	3953.91	4777.93	4335.96	5242.39
453	1833.44	1923.20	2015.12	2112.64	2215.68	3972.45	4800.64	4356.37	5267.37
454	1842.24	1932.00	2024.48	2123.36	2226.16	3991.52	4823.35	4377.34	5292.35
455	1851.44	1940.96	2034.32	2133.12	2236.40	4011.45	4845.53	4399.27	5316.75
456	1860.80	1950.72	2044.56	2143.36	2248.32	4031.73	4871.36	4421.57	5345.16
457	1869.04	1959.44	2054.40	2153.28	2259.04	4049.59	4894.59	4441.21	5370.71
458	1878.16	1968.96	2064.00	2163.84	2269.76	4069.35	4917.81	4462.95	5396.26
459	1886.72	1978.24	2074.08	2174.48	2280.48	4087.89	4941.04	4483.35	5421.81
460	1896.16	1987.76	2084.08	2184.40	2291.36	4108.35	4964.61	4505.85	5447.74
461	1904.64	1995.84	2092.40	2194.40	2302.16	4126.72	4988.01	4526.06	5473.48
462	1914.00	2005.76	2102.88	2205.20	2313.12	4147.00	5011.76	4548.37	5499.60
463	1923.20	2015.12	2112.64	2215.68	2323.92	4166.93	5035.16	4570.29	5525.34
464	1932.00	2024.48	2123.36	2226.16	2335.04	4186.00	5059.25	4591.27	5551.85
465	1940.96	2034.32	2133.12	2236.40	2346.16	4205.41	5083.35	4612.62	5578.35
466	1950.72	2044.56	2143.36	2248.32	2358.48	4226.56	5110.04	4635.88	5607.71
467	1959.44	2054.40	2153.28	2259.04	2369.44	4245.45	5133.79	4656.67	5633.83
468	1968.96	2064.00	2163.84	2269.76	2381.04	4266.08	5158.92	4679.36	5661.48
469	1978.24	2074.08	2174.48	2280.48	2392.24	4286.19	5183.19	4701.47	5688.17
470	1987.76	2084.08	2184.40	2291.36	2403.52	4306.81	5207.63	4724.16	5715.06
471	1995.84	2092.40	2194.40	2302.16	2414.88	4324.32	5232.24	4743.42	5742.13
472	2005.76	2102.88	2205.20	2313.12	2426.48	4345.81	5257.37	4767.06	5769.78
473	2015.12	2112.64	2215.68	2323.92	2437.84	4366.09	5281.99	4789.37	5796.85
474	2024.48	2123.36	2226.16	2335.04	2449.76	4386.37	5307.81	4811.68	5825.26
475	2034.32	2133.12	2236.40	2346.16	2461.44	4407.69	5333.12	4835.13	5853.10
476	2044.56	2143.36	2248.32	2358.48	2474.08	4429.88	5360.51	4859.54	5883.22
477	2054.40	2153.28	2259.04	2369.44	2485.60	4451.20	5385.47	4882.99	5910.68

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS

APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 20, 2005

		**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**		**EFFECTIVE WAGE**	
GRADE	STEP	1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5		
478	2064.00	2163.84	2269.76	2381.04	2497.44	4472.00	5411.12	4905.87	5938.90			
479	2074.08	2174.48	2280.48	2392.24	2509.84	4493.84	5437.99	4929.89	5968.45			
480	2084.08	2184.40	2291.36	2403.52	2521.12	4515.51	5462.43	4953.72	5995.34			
481	2092.40	2194.40	2302.16	2414.88	2532.96	4533.53	5488.08	4973.55	6023.56			
482	2102.88	2205.20	2313.12	2426.48	2545.12	4556.24	5514.43	4998.53	6052.54			
483	2112.64	2215.68	2323.92	2437.84	2557.36	4577.39	5540.95	5021.79	6081.71			
484	2123.36	2226.16	2335.04	2449.76	2569.44	4600.61	5567.12	5047.34	6110.50			
485	2133.12	2236.40	2346.16	2461.44	2581.68	4621.76	5593.64	5070.60	6139.67			
486	2143.36	2248.32	2358.48	2474.08	2594.72	4643.95	5621.89	5095.01	6170.75			
487	2153.28	2259.04	2369.44	2485.60	2606.80	4665.44	5648.07	5118.65	6199.54			
488	2163.84	2269.76	2381.04	2497.44	2619.20	4688.32	5674.93	5143.82	6229.09			
489	2174.48	2280.48	2392.24	2509.84	2631.52	4711.37	5701.63	5169.18	6258.46			
490	2184.40	2291.36	2403.52	2521.12	2644.64	4732.87	5730.05	5192.82	6289.73			
491	2194.40	2302.16	2414.88	2532.96	2656.40	4754.53	5755.53	5216.65	6317.75			
492	2205.20	2313.12	2426.48	2545.12	2668.88	4777.93	5782.57	5242.39	6347.50			
493	2215.68	2323.92	2437.84	2557.36	2681.60	4800.64	5810.13	5267.37	6377.81			
494	2226.16	2335.04	2449.76	2569.44	2694.80	4823.35	5838.73	5292.35	6409.27			
495	2236.40	2346.16	2461.44	2581.68	2707.44	4845.53	5866.12	5316.75	6439.40			
496	2248.32	2358.48	2474.08	2594.72	2720.56	4871.36	5894.55	5345.16	6470.67			
497	2259.04	2369.44	2485.60	2606.80	2733.60	4894.59	5922.80	5370.71	6501.75			
498	2269.76	2381.04	2497.44	2619.20	2746.72	4917.81	5951.23	5396.26	6533.02			
499	2280.48	2392.24	2509.84	2631.52	2759.84	4941.04	5979.65	5421.81	6564.29			
500	2291.36	2403.52	2521.12	2644.64	2772.72	4964.61	6007.56	5447.74	6594.98			
501	2302.16	2414.88	2532.96	2656.40	2785.36	4988.01	6034.95	5473.48	6625.11			
502	2313.12	2426.48	2545.12	2668.88	2798.64	5011.76	6063.72	5499.60	6656.76			
503	2323.92	2437.84	2557.36	2681.60	2811.60	5035.16	6091.80	5525.34	6687.65			
504	2335.04	2449.76	2569.44	2694.80	2825.04	5059.25	6120.92	5551.85	6719.68			
505	2346.16	2461.44	2581.68	2707.44	2838.72	5083.35	6150.56	5578.35	6752.28			
506	2358.48	2474.08	2594.72	2720.56	2853.36	5110.04	6182.28	5607.71	6787.18			
507	2369.44	2485.60	2606.80	2733.60	2867.12	5133.79	6212.09	5633.83	6819.97			
508	2381.04	2497.44	2619.20	2746.72	2880.56	5158.92	6241.21	5661.48	6852.00			

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS



APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 20, 2005

GRADE						**MONTHLY**	**MONTHLY**	**EFFECTIVE WAGE**	**EFFECTIVE WAGE**
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
509	2392.24	2509.84	2631.52	2759.84	2894.80	5183.19	6272.07	5688.17	6885.94
510	2403.52	2521.12	2644.64	2772.72	2908.32	5207.63	6301.36	5715.06	6918.16
511	2414.88	2532.96	2656.40	2785.36	2921.60	5232.24	6330.13	5742.13	6949.81
512	2426.48	2545.12	2668.88	2798.64	2936.00	5257.37	6361.33	5769.78	6984.13
513	2437.84	2557.36	2681.60	2811.60	2949.44	5281.99	6390.45	5796.85	7016.17
514	2449.76	2569.44	2694.80	2825.04	2963.68	5307.81	6421.31	5825.26	7050.10
515	2461.44	2581.68	2707.44	2838.72	2978.24	5333.12	6452.85	5853.10	7084.81
516	2474.08	2594.72	2720.56	2853.36	2993.04	5360.51	6484.92	5883.22	7120.08
517	2485.60	2606.80	2733.60	2867.12	3007.44	5385.47	6516.12	5910.68	7154.40
518	2497.44	2619.20	2746.72	2880.56	3021.68	5411.12	6546.97	5938.90	7188.34
519	2509.84	2631.52	2759.84	2894.80	3036.64	5437.99	6579.39	5968.45	7223.99
520	2521.12	2644.64	2772.72	2908.32	3051.12	5462.43	6610.76	5995.34	7258.50
521	2532.96	2656.40	2785.36	2921.60	3063.68	5488.08	6637.97	6023.56	7288.44
522	2545.12	2668.88	2798.64	2936.00	3078.88	5514.43	6670.91	6052.54	7324.66
523	2557.36	2681.60	2811.60	2949.44	3093.44	5540.95	6702.45	6081.71	7359.37
524	2569.44	2694.80	2825.04	2963.68	3108.32	5567.12	6734.69	6110.50	7394.83
525	2581.68	2707.44	2838.72	2978.24	3123.84	5593.64	6768.32	6139.67	7431.82
526	2594.72	2720.56	2853.36	2993.04	3139.60	5621.89	6802.47	6170.75	7469.38
527	2606.80	2733.60	2867.12	3007.44	3154.88	5648.07	6835.57	6199.54	7505.80
528	2619.20	2746.72	2880.56	3021.68	3169.68	5674.93	6867.64	6229.09	7541.07
529	2631.52	2759.84	2894.80	3036.64	3184.40	5701.63	6899.53	6258.46	7576.15
530	2644.64	2772.72	2908.32	3051.12	3199.76	5730.05	6932.81	6289.73	7612.76
531	2656.40	2785.36	2921.60	3063.68	3214.32	5755.53	6964.36	6317.75	7647.46
532	2668.88	2798.64	2936.00	3078.88	3230.08	5782.57	6998.51	6347.50	7685.02
533	2681.60	2811.60	2949.44	3093.44	3245.12	5810.13	7031.09	6377.81	7720.87
534	2694.80	2825.04	2963.68	3108.32	3260.80	5838.73	7065.07	6409.27	7758.24
535	2707.44	2838.72	2978.24	3123.84	3276.32	5866.12	7098.69	6439.40	7795.23
536	2720.56	2853.36	2993.04	3139.60	3293.44	5894.55	7135.79	6470.67	7836.03
537	2733.60	2867.12	3007.44	3154.88	3309.12	5922.80	7169.76	6501.75	7873.40
538	2746.72	2880.56	3021.68	3169.68	3325.36	5951.23	7204.95	6533.02	7912.11
539	2759.84	2894.80	3036.64	3184.40	3341.28	5979.65	7239.44	6564.29	7950.05

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EFFECTIVE JUNE 20, 2005

GRADE	**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
540	2772.72	2908.32	3051.12	3199.76	3357.28	6007.56	7274.11	6594.98	7988.18
541	2785.36	2921.60	3063.68	3214.32	3373.04	6034.95	7308.25	6625.11	8025.75
542	2798.64	2936.00	3078.88	3230.08	3388.96	6063.72	7342.75	6656.76	8063.69
543	2811.60	2949.44	3093.44	3245.12	3405.28	6091.80	7378.11	6687.65	8102.58
544	2825.04	2963.68	3108.32	3260.80	3421.68	6120.92	7413.64	6719.68	8141.67
545	2838.72	2978.24	3123.84	3276.32	3438.00	6150.56	7449.00	6752.28	8180.57
546	2853.36	2993.04	3139.60	3293.44	3455.84	6182.28	7487.65	6787.18	8223.09
547	2867.12	3007.44	3154.88	3309.12	3472.40	6212.09	7523.53	6819.97	8262.55
548	2880.56	3021.68	3169.68	3325.36	3488.16	6241.21	7557.68	6852.00	8300.12
549	2894.80	3036.64	3184.40	3341.28	3505.84	6272.07	7595.99	6885.94	8342.25
550	2908.32	3051.12	3199.76	3357.28	3522.72	6301.36	7632.56	6918.16	8382.48
551	2921.60	3063.68	3214.32	3373.04	3538.96	6330.13	7667.75	6949.81	8421.19
552	2936.00	3078.88	3230.08	3388.96	3555.76	6361.33	7704.15	6984.13	8461.23
553	2949.44	3093.44	3245.12	3405.28	3573.12	6390.45	7741.76	7016.17	8502.60
554	2963.68	3108.32	3260.80	3421.68	3590.72	6421.31	7779.89	7050.10	8544.55
555	2978.24	3123.84	3276.32	3438.00	3607.28	6452.85	7815.77	7084.81	8584.02
556	2993.04	3139.60	3293.44	3455.84	3626.24	6484.92	7856.85	7120.08	8629.21
557	3007.44	3154.88	3309.12	3472.40	3643.84	6516.12	7894.99	7154.40	8671.15
558	3021.68	3169.68	3325.36	3488.16	3661.44	6546.97	7933.12	7188.34	8713.10
559	3036.64	3184.40	3341.28	3505.84	3678.96	6579.39	7971.08	7223.99	8754.86
560	3051.12	3199.76	3357.28	3522.72	3697.04	6610.76	8010.25	7258.50	8797.95
561	3063.68	3214.32	3373.04	3538.96	3713.28	6637.97	8045.44	7288.44	8836.65
562	3078.88	3230.08	3388.96	3555.76	3730.96	6670.91	8083.75	7324.66	8878.79
563	3093.44	3245.12	3405.28	3573.12	3749.36	6702.45	8123.61	7359.37	8922.64
564	3108.32	3260.80	3421.68	3590.72	3767.44	6734.69	8162.79	7394.83	8965.73
565	3123.84	3276.32	3438.00	3607.28	3785.20	6768.32	8201.27	7431.82	9008.06
566	3139.60	3293.44	3455.84	3626.24	3804.80	6802.47	8243.73	7469.38	9054.77
567	3154.88	3309.12	3472.40	3643.84	3822.80	6835.57	8282.73	7505.80	9097.67
568	3169.68	3325.36	3488.16	3661.44	3841.76	6867.64	8323.81	7541.07	9142.86
569	3184.40	3341.28	3505.84	3678.96	3860.32	6899.53	8364.03	7576.15	9187.10
570	3199.76	3357.28	3522.72	3697.04	3878.48	6932.81	8403.37	7612.76	9230.38

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS

APPENDIX A  
SALARY PLAN B  
EFFECTIVE JUNE 20, 2005

GRADE	**MONTHLY**					**MONTHLY**		**EFFECTIVE WAGE**	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 5	STEP 1	STEP 5
571	3214.32	3373.04	3538.96	3713.28	3896.00	6964.36	8441.33	7647.46	9272.13
572	3230.08	3388.96	3555.76	3730.96	3915.04	6998.51	8482.59	7685.02	9317.51
573	3245.12	3405.28	3573.12	3749.36	3933.52	7031.09	8522.63	7720.87	9361.56
574	3260.80	3421.68	3590.72	3767.44	3952.64	7065.07	8564.05	7758.24	9407.13
575	3276.32	3438.00	3607.28	3785.20	3972.32	7098.69	8606.69	7795.23	9454.03
576	3293.44	3455.84	3626.24	3804.80	3992.08	7135.79	8649.51	7836.03	9501.12
577	3309.12	3472.40	3643.84	3822.80	4012.00	7169.76	8692.67	7873.40	9548.60
578	3325.36	3488.16	3661.44	3841.76	4032.16	7204.95	8736.35	7912.11	9596.65
579	3341.28	3505.84	3678.96	3860.32	4052.24	7239.44	8779.85	7950.05	9644.51
580	3357.28	3522.72	3697.04	3878.48	4072.48	7274.11	8823.71	7988.18	9692.74
581	3373.04	3538.96	3713.28	3896.00	4092.72	7308.25	8867.56	8025.75	9740.98
582	3388.96	3555.76	3730.96	3915.04	4113.20	7342.75	8911.93	8063.69	9789.79
583	3405.28	3573.12	3749.36	3933.52	4133.60	7378.11	8956.13	8102.58	9838.41
584	3421.68	3590.72	3767.44	3952.64	4154.24	7413.64	9000.85	8141.67	9887.61
588	3460.24	3629.84	3809.04	3997.20	4193.92	7497.19	9086.83	8233.57	9982.18
598	3598.64	3775.04	3961.44	4157.04	4361.60	7797.05	9450.13	8563.43	10381.81
598	3629.84	3809.04	3997.20	4193.92	4400.00	7864.65	9533.33	8637.79	10473.33
606	3775.04	3961.44	4157.04	4361.60	4576.00	8179.25	9914.67	8983.85	10892.80

\* Effective wage includes contribution to PERS for the 2% @ 55 Plan as well as the County's payment of the employee's 7% contribution to PERS



## APPENDIX B – CLERICAL UNIT

### B.1 - Salaries

The following salary grades will be in effect as noted.

Job Code	Job Title	June 21, 2004	June 20, 2005
		Grade	Grade
D98	ACCOUNT CLERK I	371	371
D97	ACCOUNT CLERK II	390	390
C60	ADMIN ASSISTANT	417	417
D36	ADVANCED CLERK TYPIST	391	391
D88	ASSESSMENT CLERK	395	395
D55	BOARD CLERK I	434	434
D54	BOARD CLERK II	456	456
D81	CASHIER	376	376
F19	CHILD SUPPORT DOCMNT EXAMINER	436	436
F57	CLERK-RECORDER OFFICE SPC I	373	373
F56	CLERK-RECORDER OFFICE SPC II	393	393
F55	CLERK-RECORDER OFFICE SPC III	431	431
D72	CLIENT SERVICES TECHNICIAN	396	396
G33	DATA ENTRY OPERATOR	375	375
G34	DATA ENTRY OPERATOR TRAINEE	344	344
D03	DATA OFFICE SPECIALIST	413	413
D78	DATA PROCESSING EQUIPMENT OPR	382	382
E08	DEPUTY REGISTRAR VITAL STAT	457	457
G97	ELECTION SPECIALIST	450	450
C29	EXEC ASSISTANT I	434	434
C19	EXEC ASSISTANT II	454	454
J69	HEALTH INFORMATION CLERK I	358	358
J68	HEALTH INFORMATION CLERK II	373	373
J67	HEALTH INFORMATION CLERK III	397	397
J78	HEALTH INFORMATION TECH I	414	414
J77	HEALTH INFORMATION TECH II	460	460
D2E	HEALTH SERVICES REP	399	399
G52	HOSPITAL COMMUNICATIONS OPR	384	384
D29	HOUSE STAFF COORD	444	444
X90	INTERMITTENT ACCOUNT CLERK I	371	371
X89	INTERMITTENT ACCOUNT CLK II	390	390
Y83	INTERMITTENT ADMIN ASSIST	417	417
X86	INTERMITTENT HEALTH SERV REP	399	399
X60	INTERMITTENT HLTH INFO CLERK I	358	358



APPENDIX B – CLERICAL UNIT

Job Code	Job Title	June 21, 2004	June 20, 2005
		Grade	Grade
X16	INTERMITTENT HLTH INFO CLK II	373	373
E17	INTERMITTENT LIBRARY PAGE	100 X	100 X
X63	INTERMITTENT MEDICAL UNIT CLK	399	399
X96	INTERMITTENT OFFICE SPEC I	358	358
X95	INTERMITTENT OFFICE SPEC II	373	373
X94	INTERMITTENT OFFICE SPEC III	393	393
D99	INVESTMENT TECHNICIAN	418	418
F38	JUSTICE SYSTEMS CLERK I	399	399
F37	JUSTICE SYSTEMS CLERK II	435	435
D21	LABORATORY ADMITTING CLERK	407	407
D43	LAW ENFORCEMENT CLERK	401	401
D63	LAW ENFORCEMENT RECORDS SPEC	457	457
D42	LAW ENFORCEMENT RECORDS TECH	437	437
F14	LEGAL CLERK	431	431
F16	LEGAL CLERK TRAINEE	421	421
D70	LEGAL SECRETARY I	438	438
D66	LEGAL SECRETARY II	458	458
D74	LEGAL SECRETARY TRAINEE	394	394
E55	LIBRARY CLERK I	361	361
E54	LIBRARY CLERK II	373	373
E16	LIBRARY PAGE	100 X	100 X
E24	LIBRARY TECHNICIAN	358	358
D79	MEDICAL ADMIN ASSISTANT I	417	417
D76	MEDICAL ADMIN ASSISTANT II	444	444
D75	MEDICAL OFFICE SPECIALIST	400	400
D87	MEDICAL TRANSCRIPTIONIST	417	417
D02	MEDICAL UNIT CLERK	399	399
E61	MENTAL HEALTH OFFICE SPEC	403	403
D51	OFFICE SPECIALIST I	358	358
D49	OFFICE SPECIALIST II	373	373
D09	OFFICE SPECIALIST III	393	393
P71	OPERATING ROOM CLERK	399	399
T32	PARK SERVICES ATTENDANT	297	297
D48	PATIENT BUSINESS SERV CLERK	401	401
C86	PAYROLL SERVICES CLERK	414	414
G71	PRECINCT PLANNING SPECIALIST	479	479
D17	RECEPTIONIST	384	384
D58	RECORDABLE DOCUMNTS INDEXER	385	385
D57	RECORDS RETENTION SPECIALIST	369	369



APPENDIX B – CLERICAL UNIT

Job Code	Job Title	June 21, 2004	June 20, 2005
		Grade	Grade
D3A	RESOURCES SCHEDULING REP	422	422
D62	REVENUE COLLECTIONS CLERK	399	399
D19	SECRETARY II-W/O/STENO	424	424
E87	SR ACCOUNT CLERK	410	410
D83	SR ASSESSMENT CLERK	407	407
G32	SR DATA ENTRY OPERATOR	395	395
D61	SR DP EQUIPMENT OPERATOR	430	430
D1E	SR HEALTH SERVICES REP	422	422
E39	SR LIBRARY CLERK	435	435
X09	SR OFFICE SPECIALIST	413	413
D45	SR PATIENT BUSINESS SVCS CLK	424	424
E20	TELECOMMUNICATIONS SRV SPC	430	430
D11	TRANSCRIPTIONIST	395	395
D04	TUMOR REGISTRAR	399	399
D35	VHP ASSISTANT	406	406
D25	VHP MEMBER SERVICES REP	419	419



## APPENDIX B – CLERICAL UNIT

### **B.2 - Staff Meetings**

The County agrees as a matter of principle that clerical representation is appropriate in department staff meetings which discuss items impacting on the clerical functions or working conditions. The Union can request from each department the procedure for implementing this principle no more than once during the term of this agreement. The parties agree that such procedures are appropriate for meeting and conferring at the departmental level and subject to the provisions of Article 8.15(b).

### **B.3 - Clerk II's**

Effective July 12, 1999, all Clerk II's will become Office Clerks and this will result in no change in their existing position and assignment. The classification of Clerk II will be abolished effective July 12, 1999. The incumbents passing a typing test with a minimum net speed of forty-five (45) words per minute will be promoted to the classification of Clerk Typist. For purposes of layoff, the classification of Clerk II and Office Clerk will be treated as a single class.

### **B.4 - Transfer and Examination System**

The County shall maintain an information system to distribute transfer opportunities and examination information to clerical workers. The County will provide currently available data via a network of telephone information systems. The system will consist of the following:

- One (1) line (299-3016) general information on transfer opportunities including unclassified and Office Specialist I and/or Office Specialist II alternately staffed/trainee positions for all County Departments, except those noted below. Included on this line will be information referring workers to the following lines for further information. The transfer information will include the job title, location, hours of work, special skills (if unusual), contact person, and telephone number.
- One (1) line (299-3016) listing all clerical transfer opportunities. Included on this line will be information referring workers to other lines for further information.
- One (1) line (299-3016) listing all current promotional and open competitive examinations with title and final filing date. When testing dates and cutoff dates are established for continuous examinations, that information will be included also. Included on this line will be information referring workers to other lines for further information.
- One (1) line (975-4598) for the Social Services Agency which will provide information for transfer opportunities including unclassified within that Agency. Included on this line will be information referring workers to other lines for further information.
- One (1) line (885-5471) for the Santa Clara Valley Health and Hospital System which will provide information for transfer opportunities including



## APPENDIX B – CLERICAL UNIT

unclassified within that Department. Included on this line will be information referring workers to other lines for further information.

- a) Prior to filling any position from the appropriate eligibility list within this unit, notice of the vacancy shall be listed on the transfer line for five (5) days.
- b) Information will be updated weekly on all transfer lines and biweekly on promotional lines when revised information is available.
- c) The Union will designate an individual in each County Department who will receive and distribute examination bulletins within their work area. The County will provide each individual with copies of all examination bulletins. The total number provided shall not exceed one hundred fifty (150). Such bulletins will be the responsibility of the designated individual. The parties agree to identify locations where bulletins should be posted to maximize the exposure for job opportunities. The County agrees to post bulletins at the designated locations and the parties agree that it is their joint responsibility to maintain those locations where such bulletins are posted.

### **B.5 - Union-County Clerical Education Program**

- a) A Joint Labor-Management Committee composed of three (3) members selected by the Union and three (3) members from Management, will continue to meet to develop educational courses which will enhance the career opportunities for workers in the Clerical Unit. A seven thousand and seven hundred dollar (\$7,700) fund has been established for this program for the 2002-2004 portion of the term of this Agreement.
- b) The purpose of this committee is:
  1. To develop a list of courses which will enhance the career opportunities for workers in the Clerical Unit.
  2. The Joint Labor-Management Committee will oversee the details of scheduling and content. Management will have final decision on scheduling. The committee will periodically review the value of the courses and recommend revisions in curriculum.
- c) The County will assume responsibility for scheduling and providing facilities for such courses. Scheduling shall be arranged, when possible, to minimize impact on the normal work hours. Every effort will be made to schedule classes between 7:00 a.m. and 6:00 p.m. on weekdays.

The Union will designate up to thirty (30) clerical representatives for course catalogue distribution by the County.

- d) When applicable, Section 12.8(f) will apply.



## APPENDIX B – CLERICAL UNIT

### **B.6 - Time Off for Career Advancement**

The County shall, as a matter of policy, permit workers to pursue County transfers and promotions, including scheduled examinations, interviews and location visits without loss of compensation or benefits, provided consideration is given to departmental administrative requirements.

### **B.7 - Typing Tests**

For those County promotional opportunities requiring typing examinations, the County will:

- a) Provide testing facilities at ESA - Department of Human Resources.
- b) Accept certification from accredited business schools in lieu of such County typing examinations when actual test and score sheet are attached.
- c) County workers shall have the opportunity to take the typing test each time it is offered on a space available basis.

Satisfactory typing test results and certification will be valid if accomplished not more than thirty-six (36) months prior to the date of application for the position.

### **B.8 - Office Specialist I /Office Specialist II Promotions**

Office Specialist I's who wish to promote to Office Specialist II positions shall do so by using the following procedure:

- a) Office Specialist I's interested in promoting who can demonstrate a typing proficiency of 45 wpm (per B.7) will be placed for a maximum of one (1) year on a promotional certification list for Office Specialist II openings in seniority order. (Seniority in this section shall be days of accrued service.) The top seven (7) names of permanent employees will be certified for Office Specialist II positions. Regular certification rules shall apply. This promotional list shall be certified prior to the open competitive list.
- b) The County will provide each current and new Office Specialist I with an information sheet explaining the opportunity and process for promoting to Office Specialist II pursuant to this section.
- c) No additional Office Specialist II test shall be required for promotion.
- d) The promotional list will be augmented by the regular open competitive list to a total of seven (7) and the regular certification rules shall apply.
- e) Implementation of this procedure is subject to and conditioned upon prior approval and adoption of appropriate modifications to Merit System Rules by the Personnel Board and the Board of Supervisors.



## APPENDIX B – CLERICAL UNIT

### **B.9 - Training**

Workers in classifications not assigned supervisory duties shall not be required to train other personnel. Training of workers in this Unit shall only be performed by the worker's supervisor or by people paid to administer training. The County agrees, where possible, to orient new workers before the incumbents leave.

### **B.10 - Union Logo**

With approval between the Union and individual department heads, clerical workers shall have the right with Union membership to include the Union logo on all materials they type (SEIU-715).

### **B.11 - Differentials**

#### **a) Stenography Differential**

The County will pay a differential of approximately five percent (5%), range to range based on the worker's current range and step for positions in the Clerical Unit which meet the following criteria:

1. The amount of time spent in taking and transcribing dictation should comprise a minimum of approximately ten percent (10%) of the job; and/or
2. The position is the only one in the office available to take dictation; or
3. The position acts as back-up in a situation where there are several available persons to dictate.

Inherent in the definition of stenography is transcription, as well as taking notes in some form of shorthand.

The above will only apply to the following classifications:

Office Specialist II  
Office Specialist III  
Administrative Assistant

Positions in other classes may be allocated this differential upon approval of the County Executive and the Director of Personnel.

#### **b) Lead Differential**

The County will pay a differential of approximately six percent (6%), range to range based on the worker's range and step, for positions in the Clerical Unit which meet the criteria listed below:

1. That the lead role be assigned in relation to a minimum of 4.5 full-time equivalents working in a regular on-going basis in a large work unit where



## APPENDIX B – CLERICAL UNIT

assignments are standardized, relatively unchanging and of limited variety; or

2. That the lead role be assigned in relation to a minimum of two full-time equivalents working on a regular on-going basis in a small work unit where assignments are varied and frequently changing.

The lead role whether included in the job description or paid for through this differential will be defined to include but not be limited to these functions:

1. Assigns, distributes and adjusts short-term workloads;
2. Resolves work-related problems within guidelines set by the supervisors, including written counseling;
3. Keeps apprised of the progress of the work;
4. Answers procedural and work-related questions;
5. Assists the supervisor in reviewing the work;
6. May train new workers by providing general orientation to office, instruction on specific tasks, and review of task performance;
7. May assist the supervisor in the interview process for new workers – such input shall be advisory.

Notice of an available lead differential will be posted on worker bulletin boards prior to assigning.

The above will only apply to the following classifications:

Account Clerk I	Library Technician
Account Clerk II	Office Specialist I
Board Clerk I	Office Specialist II
Board Clerk II	Office Specialist III
Client Services Technician	Recordable Document Indexer
Legal Clerk	Transcriptionist

Positions in other classes may be allocated this differential upon approval of the County Executive and the Director of Personnel.

### c) **Legal Secretary I Differential**

A differential of approximately five percent (5%), based upon the third step of the salary range for Legal Secretary I, shall be paid to an incumbent of a position in this class who, in addition to performing legal secretarial duties:



## APPENDIX B – CLERICAL UNIT

1. Is assigned to provide lead to a large group of Legal Secretaries; or
2. Is assigned to provide lead to two (2) or more general clerical personnel in a branch operation that is geographically removed from the main office; or
3. Is assigned to perform secretarial duties for the head of a large division in a legal department.

This differential will not be covered by the differential bidding procedure.

d) **Legal Secretary Shorthand Differential**

Incumbents in the Legal Secretary class series shall be paid at a range approximately two percent (2%) over the established rate upon:

1. Qualifying at the stenography speed established for the class; and
2. Assigned by the appointing authority to duties requiring stenography as a regular part of the assignment.

Once an incumbent has met this criteria, reassignment to non-stenographic duties shall not reduce this range assignment.

e) **Registrar of Voters - Office Specialist I Differential**

In recognition of the responsibilities associated with major elections, and when assigned by the Registrar of Voters to provide lead responsibility over a large crew of temporary workers, positions of Office Specialist I in the Registrar of Voters Office shall be compensated at the flat rate of fifty-one cents (\$0.51) for each hour actually worked. Note: For the purpose of this differential, a large crew shall generally consist of a minimum of eight (8) or more temporary workers.

f) **Library Clerk I/II Differential**

Incumbents in the class of Library Clerk I/II, when in charge of circulation services for two (2) or more hours on Saturday or Sunday and in the absence of a Senior Library Clerk or Library Circulation Supervisor, shall receive sixty-five cents (\$0.65) as the total premium payment for each hour worked.

g) **District Attorney Legal Clerk - Lead Differential**

When assigned to the Gilroy District Attorney's Office, one (1) position of Legal Clerk shall be compensated six percent (6%) higher than that specified for regular positions in this class. Three (3) other positions of Legal Clerk in the District Attorney's Office shall be compensated six percent (6%) higher than that specified for regular positions in this class. These are designated as two (2) permanent lead positions, and one (1) float lead position which regularly provides lead coverage, float coverage, and coverage for the Gilroy Office.



## APPENDIX B – CLERICAL UNIT

### h) Ordinance Footnote

As a result of a future classification study, these sections may be abolished or amended by the County after following the requirements of Article 22:

Section	B.11(e)	Legal Secretary Shorthand Differential
Section	B.11(f)	Registrar of Voters - Office Specialist I Differential
Section	B.11(g)	Library Clerk I/II Differential
Section	B.11(h)	District Attorney Legal Clerk - Lead Differential

### B.12 - Promotional Opportunity Project

During contract years 2004 and 2005, the County will make available to Clerical workers in this bargaining unit a total of at least two (2) positions but no more than three (3) positions to be alternately staffed with existing classes outside the Clerical Bargaining Unit. A single class in the unclassified service will be used for this program.

The County and the Union will meet and confer to reach agreement on:

1. The classes to be used; and
2. The agencies/departments to which the positions will be assigned.

Participation in the program will be based on a selection process which has been developed by the Personnel Department by using such criteria as minimum County service of three (3) years, an evaluation of current skills/knowledge/abilities, and a commitment to participate in outside educational courses, if required. The process will be reviewed with the Union prior to implementation.

Regular Tuition Reimbursement provisions will apply for all participants. Regular on-the-job training will be offered.

Workers selected to participate in this Program will be paid at the salary of their classification held immediately prior to entering the training program (excluding differentials) for a period not to exceed twenty-six (26) pay periods. They are, however, eligible to receive any differential that is appropriate to be paid them consistent with the work they are doing in their training capacity.

Participation is restricted to Clerical workers below the targeted training classification.

When the worker has met the minimum qualifications of the higher class, he/she shall be afforded an opportunity to take the appropriate qualifying promotional exam provided participants shall have a minimum of six (6) months in the position before being eligible to test. Program participants will be eligible to take the qualifying exam twice during training, with a minimum of forty-five (45) calendar days between scheduled tests.



## APPENDIX B – CLERICAL UNIT

If he/she passes the exam and receives a favorable promotional rating form, promotion will be effective the following pay period. If he/she does not pass the exam within one (1) year, the provisions of Section 6.9 will apply.

### **B.13 - Executive Assistant I and Executive Assistant II Salaries/Alternate Staffing**

- a) Executive Assistant I's shall be paid at range 41.4 (42.4 effective 7/10/00) and Executive Assistant II's shall be paid at range 43.4 (44.4 effective 7/10/00) if they do not meet the following criteria. Executive Assistant I's shall be paid at range 42.4 (43.4 effective 7/10/00) and Executive Assistant II's shall be paid at range 44.4 (45.4 effective 7/10/00) if the following criteria are met:
1. The amount of time spent in taking and transcribing dictation should comprise a minimum of approximately ten percent (10%) of the job; and/or
  2. The position is the only one in the office available to take dictation; or
  3. The position acts as back-up in a situation where there are several available persons to dictate.

Inherent in the definition of stenography is transcription, as well as taking notes in some form of shorthand.

- b) All Executive Assistant II's shall be alternately staffed down to the II and I level. All Executive Assistant I's shall be alternately staffed down to the Administrative Assistant level. A promotional rating form shall be deemed an appropriate qualifying examination to promote through the series.

### **B.14 - Alternate Staffing/Trainee**

The following classifications will be alternately staffed as indicated:

Account Clerk I/Office Specialist II /Office Specialist I  
Assessment Clerk/Office Specialist II or Office Specialist I  
Recordable Documents Indexer/Office Specialist II  
Legal Clerk/Office Specialist III /Office Specialist II or Office Specialist I  
Patient Business Services Clerk/Office Specialist II or Office Specialist I  
Revenue Collection Clerk/Office Specialist II or Office Specialist I  
Health Services Representative/Office Specialist II or Office Specialist I  
Transcriptionist/Office Specialist II  
Client Services Technician/Office Specialist III /Office Specialist II

In some circumstances, for usage under this trainee provision alone, it is understood that people working at the intermediate level of the dual Office Specialist I specification may use a typewriter or computer terminal.

- a) The hiring authority, as an alternative to appointing directly to the higher class, may accept a transfer of a currently employed Office Specialist I, Office



## APPENDIX B – CLERICAL UNIT

Specialist II, or Office Specialist III, as indicated. Should sufficient qualified Office Specialist I's, Office Specialist II's, or Office Specialist III's not apply for transfer, the department may then request that eligibles be certified from the appropriate lower level eligible list.

- b) Selection of persons at the appropriate Office Specialist I, Office Specialist II, or Office Specialist III, level should be on the basis of their capability to be trained to perform at the higher level, given adequate training and experience.
- c) The appropriate Office Specialist I, Office Specialist II, or Office Specialist III, class as an alternate with the above higher level clerical classes will serve as a trainee level where persons hired will be expected to learn the specialized function and be capable of performing at the higher level within six (6) months.
- d) All positions to be filled at the appropriate Office Specialist I, Office Specialist II, or Office Specialist III, alternately staffed trainee level will be listed on the telephone transfer line for a minimum of three (3) working days. The transfer information will include the job title, location, hours of work, special skills, contact person, telephone number, and the final filing date for submitting an application. Applicants not selected shall be so notified in writing.
- e) An incumbent will be eligible to take the written qualifying exam after the completion of three (3) months provided they have received a favorable promotional rating form.

They will not, however, be eligible for promotion until after they have served the full six (6) months in the lower class. Should the worker not pass the qualifying exam, he/she shall be allowed to review the examination or portions allowed to be reviewed pursuant to Merit System Rules. For portions of the test not reviewable, the worker may discuss his/her weak points with the testing analyst.

- f) An incumbent will be eligible for promotion to the higher class after serving six (6) months in the lower class. Prior to promotion, an incumbent must pass a qualifying exam which will consist of a written test and a favorable promotional rating. If an incumbent passed the qualifying exam at three (3) months they must receive another favorable promotional rating at six (6) months in order to be eligible for promotion.
- g) The following process will be in effect upon the establishment of an examination for these classes:
  - 1. The County and the Union agree that the worker will be afforded the opportunity to take the examination at the end of three (3) months in accordance with (e) above. If the incumbent fails the exam at three (3) months, they will be able to take the examination again within the six (6) months in accordance with the Merit System Rules and the results will be known to the worker within the seven (7) months from the date of



## APPENDIX B – CLERICAL UNIT

appointment. During the six (6) month period, if the exam is taken through the regular exam process, it will be treated as the qualifying exam under this section.

2. If a worker passes the examination at three (3) months and receives a favorable promotional rating at six (6) months, he/she will be promoted at the beginning of the following pay period after the completion of six (6) months.
3. If a worker passes the examination after six (6) months, he/she will be promoted within seven (7) months after appointment to the alternate class.
4. If a worker fails the examination after six (6) months, they will be removed from the position in accordance with (i) and cannot return to that classification under this provision for at least six (6) months.

h) All positions filled in this manner will be forwarded to the Union.

i) In the event an incumbent fails to pass his/her qualifying exam, he/she shall be transferred to a vacant non-alternately staffed position in his/her former classification for which he/she is eligible in his/her current department. If there are no vacancies, the worker shall transfer to his/her former classification in a vacant non-alternately staffed position in his/her former department for which he/she is eligible. In the event there are no vacancies in either department, he/she shall remain in his/her present position until a vacancy occurs in his/her current department.

### **B.15 - Confidential Clerical**

One hundred and eighty-five (185) Confidential Clerical positions may be designated and covered by the Administrative Confidential Unit during the term of this Agreement. The total number of positions at any one time shall be limited to one hundred and eighty-five (185).

For purposes of this Agreement, "Confidential Clerical position" means any position which duties normally require having access to or possession of information pertaining to the development, preparation, or taking of positions with respect to the local employer's employer-employee relationship.

Any incumbent in a classified position which is designated and covered by the Confidential-Clerical Unit after the effective date of this Agreement shall have the right to transfer to a vacant non-confidential classified position in the same classification within thirty days of such designation if they request to do so in writing within ten (10) working days of the designation.



APPENDIX B – CLERICAL UNIT

**B.16 - Weekend Off Provision**

The following weekend off provisions shall apply, during the term of this Agreement, to all County workers in the classification of Medical Unit Clerk, Health Services Representative, and Senior Health Services Representative at Valley Medical Center.

- a) The County will attempt to grant every other weekend off and each worker will not be required to work more than two (2) consecutive weekends or more than twenty-six (26) weekends per year. Every effort will be made on a unit-by-unit basis to require fewer weekends per year.
- b) If the County requires a worker to work more than two (2) consecutive weekends, or more than twenty-six (26) weekends per year, the worker will receive time and one-half for work in excess of that required. These penalties shall not be duplicated for the same weekend worked. Work as used in this section shall mean productive time.
- c) Weekend work assignments shall be prorated for all newly coded workers and/or any worker who is off the payroll due to an authorized leave of absence.
- d) The above weekend off provision may be waived on the written request of the individual worker.

DATED: Original dated February 2, 2000

SANTA CLARA COUNTY  
NEGOTIATING COMMITTEE

CLERICAL UNIT  
SEIU LOCAL 715, AFL-CIO

Signatures on file, or see contract printed in 2000 for signatures



## APPENDIX C - PUBLIC HEALTH NURSING UNIT

### C.1 - Salaries

The following salary ranges will be in effect as noted:

Class		June 21, 2004	June 20, 2005
Code	Class Title	Range	Range
S50	Public Health Nurse I	520	520
S48	Public Health Nurse II	544	544
S47	Public Health Nurse III	561	561

### C.2 - Public Health Nurses Voluntary Reduced Work Hours

All classes within the Public Health Nursing Bargaining Unit shall have a right to elect the five percent (5%) option of the Voluntary Reduced Work Hours Program as described in Article 8, Section 8.13.

### C.3 - Accumulated Time Earned

Public Health Nurses I, II, III, Public Health Nurse Practitioner(s) and Public Health Nurse Specialist(s) shall be provided six and one-half (6.5) additional days of vacation per year to be used in accordance with prescribed vacation scheduling procedures. The parties recognize that this program is extended to those classifications which have an alternate pay plan two and one-half percent (2 1/2%) below the regular pay or two and one-half percent (2 1/2%) below the regular pay for those workers on the Voluntary Reduced Work Hours Program.

### C.4 - Supervisor Interview

When eligible qualified candidates are interviewed for the position of Supervising Public Health Nurse, the selection process shall include an interview with the appropriate administrator and one (1) staff nurse chosen by the office affected. The staff nurse will solicit input from and represent the views of the office to the appropriate administrator. This input shall be deemed advisory. Management may not comply with the input portion of the procedure in cases when input from the unit is not practicable due to unusual circumstances or time constraints. The appropriate administrator shall retain full and complete responsibility as delegated by the appointing authority.

### C.5 - Transfer Information System and Procedures

a) When a vacant, regular coded Public Health Nurse I, II and III position within the Public Health Nursing Division is to be filled, Public Health Nursing Administration will obtain from the Supervising Public Health Nurses the names of Public Health Nurses who have expressed an interest in transferring. Notice of vacant Public Health Nursing positions which are to be filled in work locations outside of Public Health Nursing will be sent to Public Health Nursing Administration. Notice of vacant positions being filled will be posted at each work location in the Public Health Nursing Division and will be provided to other work locations where Public Health Nurses are permanently assigned. Public Health Nurses on authorized leaves of absence shall be notified of posted vacancies by



## APPENDIX C – PUBLIC HEALTH NURSING UNIT

U.S. mail at the beginning of the posting period, provided they have filed an interest card listing an address where they may be contacted with Public Health Nursing Administration.

Interested persons contacting Public Health Nursing Administration or, if the vacancy is in other work units, the appropriate level of management, within five (5) working days of the date of posting will be interviewed. This procedure shall not prevent consideration of outside candidates who may be available via the established Merit System Rule procedures. Notice of selection will be posted in each district office of the Public Health Nursing Division or in other work areas.

### **C.6 - Work Out of Classification Assignment**

- a)
  1. The Director of Public Health Nursing or the appropriate level of management in other work locations shall determine when a WOOC assignment will be made.
  2. Workers with two (2) years' experience as a Public Health Nurse II within Santa Clara County are qualified for WOOC. Workers in Split Codes or Voluntary Reduced Work Hours will be excluded from WOOC assignments if their work schedule does not correspond with the required coverage of the position designated for the WOOC assignment.
  3. Qualified workers as defined above may express an interest in WOOC assignments by advising their supervisor in writing.
- b) Assignments of fifteen (15) work days or less will be rotated as equally as practicable among workers within the applicable work unit or work location. Nurses may waive WOOC assignments offered by rotation; however, management reserves the right to require nurse(s) to work WOOC Assignments if all nurses in the applicable work unit or work location have waived.
- c) Assignments of more than fifteen (15) work days and less than thirty (30) work days will not be subject to rotation and will not be considered in equalizing WOOC assignments. These assignments may be filled by the Director of Public Health Nursing or the appropriate level of management in other work locations from among the interested staff in the work unit or work location. Consideration shall be given to the supervisors' recommendation and input of unit staff prior to filling the assignment.
- d) Assignments of more than thirty (30) work days may be made outside the work unit or work location. The assignment will be filled as follows:
  1. The staff in the work unit and work location affected will be notified of the long term assignment.



## APPENDIX C – PUBLIC HEALTH NURSING UNIT

2. Qualified staff within the work location who wish to be considered for the assignment will submit a request in writing and will be interviewed along with interested staff from the nursing division.
  3. The selection process shall include an interview with the Director of Public Health Nursing or the appropriate level of management and one (1) representative from appropriate staff in the work unit where the assignment exists.
  4. Staff input into the final selection shall be advisory. The Director of Public Health Nursing or the appropriate level of management shall retain full and complete responsibility as delegated by the appointing authority.
- e) Public Health Nurse III WOOC assignments shall be made in accordance with the procedure outlined in C.11. Where Public Health Nursing Administration or the appropriate level of management in other work locations is not able to comply with this procedure due to unusual circumstances or time constraints, the selection shall be made from a list of interested staff who have previously submitted their names and applications in writing to the Director of Public Health Nursing or the appropriate level of management.
- f) During the term of this Agreement, the Union waives its rights to negotiate a provision on WOOC assignments within the Public Health Nursing Bargaining Unit, and for Public Health Nurses in other work locations or work units.

### **C.7 - Split Codes**

- a) Pursuant to Article 7, Section 7.4(c), as part of the Authorized Split Codes, a minimum of ten (10) full time Public Health Nurse I and II codes, one (1) Public Health Nurse III code, and one (1) Public Health Nurse Practitioner code shall be allocated to the Public Health Nursing Bargaining Unit for purposes of splitting into one-half (1/2) time codes. Two (2) one-half (1/2) time codes will be authorized for each Public Health Nurse I/II work unit.
- b) **Implementation**
1. Initially, the procedure for splitting codes shall be implemented only at the request of at least one (1) Public Health Nurse, Public Health Nurse Practitioner. For split codes other than those referenced in paragraph a) above, implementation shall be conditional upon supervisory or administrative written approval.
  2. The request to split a code or a notice of intent to fill a split code vacancy will be posted for five (5) work days in the work location where the request originated or where the vacancy exists.
  3. Nurses on authorized leaves of absence shall be notified of posted vacancies by certified mail at the beginning of the posting period, provided



## APPENDIX C – PUBLIC HEALTH NURSING UNIT

they have filed an interest card listing an address where they may be contacted with Nursing Administration.

4. At the close of the posting period, the split code shall be filled by the most senior applicant(s), merit and ability being adequate, first, in the work unit; and thereafter, in the work location should the vacancy not be filled from the work unit.
5. Vacancies remaining after complying with b(4) above will be filled in accordance with C.5, Transfer Information System and Procedures. This procedure shall be applied appropriately in the case of Public Health Nurse Practitioners.
5. For purposes of implementation of this agreement, seniority shall be defined as length of service in a coded position in the class in which the code is to be split. Seniority shall be retained, but shall not accrue during leaves of absence of more than thirty (30) days, except seniority shall accrue for all time spent on military leave and industrial injury leave.
2. Management reserves the right to adjust the schedule of those Public Health Nurses holding split codes so as to insure adequate coverage of the work unit.

### **C.8 - Educational/Licensure Maintenance Provisions**

- a) The County agrees to provide time without loss of compensation and benefits for workers within the Public Health Nursing Unit to participate in educational courses, seminars, inservice training and workshops required in order to maintain licensure. Time off will be made available for courses, seminars, inservice training and workshops identified and required to maintain licensure, provided that the required work is covered.
- b) The County will fund, on a matching basis, twenty two thousand seven hundred dollars (\$22,700) over the 2004-2005 contract period for continuing education. This amount is over and above the tuition reimbursement fund in the master agreement.
  1. Funding shall include, but not be limited to, reimbursement for related expenses such as travel, lodging, and meals.
  2. Funding for tuition and books will be on a one hundred percent (100%) basis. Funding for related expenses (in C.8(b)1) will be on a matching basis: fifty percent (50%) by the County and fifty percent (50%) by the worker, up to a total draw per worker of four hundred dollars (\$400) per two-year licensure period.



## APPENDIX C – PUBLIC HEALTH NURSING UNIT

3. The Department will be responsible for administering the funds. A financial statement reflecting the status of the fund will be forwarded to the Union semi-annually each fiscal year thereafter.
  4. Reimbursement forms will be available in all offices. Reimbursement checks shall be delivered to workers at the work site.
- c) Participation in the Public Health Nursing Unit Education/Licensure Maintenance Provisions shall not alter the nurses' right to benefits included in the Educational Leave and Tuition Reimbursement section of the master agreement.

### **C.9 - Professional Performance Committee**

Public Health Nursing Unit members recognize their obligation to perform the highest level of nursing service for citizens of the County. Professional Performance Committee shall act as an advisory body to Public Health Nursing Administration.

- a) The Professional Performance Committee shall be conducted according to the bylaws for the Professional Performance Committee, Health Department, revised and ratified June 1992. Changes in these bylaws shall not be effective without prior approval of the Director of Public Health Nursing.
- b) The Director of Public Health Nursing or his/her representative will meet with the Committee at their regularly scheduled meetings, when requested. The Director will respond to all written recommendations of the Committee within fifteen (15) working days after receipt.
- c) It is understood that the Professional Performance Committee shall not involve itself in any matter being grieved or appealed through the procedures provided in this Agreement.

### **C.10 - Malpractice Protection**

- a) The County's obligation to defend and indemnify its officers and workers is prescribed by California Government Code 825 et seq. and 995 et seq. The County shall indemnify and defend workers in this unit in accordance with the applicable law when and if they are sued for errors or omissions (malpractice) within the course and scope of their duties, save and except where the applicable law excuses County's obligation to defend (e.g., fraud, malice, etc.). This paragraph and the terms and conditions thereof shall be enforceable, at law in accordance with the applicable law, but shall not be subject to the grievance provision of this Agreement.
- b) If any member of the Public Health Nursing Unit is charged in any criminal action which he/she believes to have arisen from his/her employment with the County, he/she must contact the Director of Public Health Nursing or, if in another work unit, the appropriate level of management, immediately following his/her knowledge of the charges and provide the Director, or the appropriate level of



## APPENDIX C – PUBLIC HEALTH NURSING UNIT

management, in other work locations with all available information regarding the charges.

The charges and all information shall be immediately forwarded to County Counsel for evaluation according to the policy relating to the defense of members of the Public Health Nursing Unit.

### **C.11 - Special Assignments**

#### **a) Policy**

It shall be the policy of the Public Health Nursing Division to consider all Public Health Nurses II when making an assignment that falls within the definition and scope of a special assignment. The assignment may be offered to Public Health Nurses I, if there is no interest expressed by Public Health Nurses II.

#### **5. Definition of Special Assignment**

A special assignment is a project, educational opportunity, or activity that is designed and approved as a special assignment by the Director of Public Health Nursing, is within the level of responsibility performed by a Public Health Nurse I/II, and requires the selection of an individual(s). A project, educational opportunity or activity for purposes of characterizing a special assignment is one that has County-wide impact and/or has a broad program base (i.e., Communicable Disease, California Children's Services, Indochinese Services) as distinguished from a project, educational opportunity or activity which has predominately local community impact or is limited to local liaison responsibility.

- c) A special assignment may be initiated and/or requested by: the community; County or other agency; Nursing Administration; Public Health Medical Services; project grant proposals; PHN staff members; government agencies; consumers.

#### **d) Procedure for Notifying Nurses of Special Assignments**

1. Public Health Nursing Administration will transmit by fax to the responsible clerk in each district office who will post on that same day the special assignment fax notification. On that same day, Nursing Administration will pony to the responsible clerk a written memo which will also be posted.

The notification will include the following:

- a. Length of assignment with approximate starting/ending dates, if known.
- b. A brief description of the assignment.
- c. List of criteria for staff to consider when making application.
- d. Application deadline.



## APPENDIX C – PUBLIC HEALTH NURSING UNIT

2. The posting period will be a minimum of ten (10) work days from the date the district offices are notified.
  3. Nurses who are interested will, by the end of the posting period, submit a written application, on the specified form, to the responsible clerk who will date stamp and initial the application when received. A copy of the application will then be given to the applicant. If the application is submitted at the district office, Public Health Nursing Administration will notify the applicants by phone upon receipt of their application.
  4. Public Health Nursing Administration will notify all applicants or their supervisor of the choice for the special assignment within ten (10) work days after selection has been made.
- e) Special assignments may be made for up to fifty-two (52) pay periods. Assignments continuing beyond fifty-two (52) pay periods will be reopened using the above notification procedure, six (6) pay periods prior to the end of the fifty-two (52) pay periods.
- f) Public Health Nursing Administration may not comply with the above special assignment procedure in documented cases when a ten (10) day notification period may not be practicable. In such cases, documentation shall consist of the information regarding the special assignment submitted to Public Health Nursing Administration by the party requesting the special assignment and shall be available for review at the Public Health Nursing Administration Office when reasonable advance notice is given.
- g)
  1. The Public Health Nurse selected will be responsible to her/his supervisor for arranging hours.
  2. The Public Health Nurse selected will be responsible to a Supervising Public Health Nurse with the program responsibility for sharing information, identifying problems and problem solving as they relate to the Special Assignment.

### **C.12 - PHN Unit Positions**

Positions in the Public Health Nursing Unit shall be either half-time, split code, or full-time positions.

### **C.13 - Safety**

The County and the Union agree to continue the use of cellular phones by the Public Health Nurses in the Public Health Nursing Division of the Santa Clara Valley Health & Hospital System for safety purposes of clients and nurses in the field. The County will make available the equivalent of two (2) cellular phones for each District Office of the Division. The Director of Public Health Nursing, working jointly with field nurses, will set the policy for the use of cellular phones and the system for monitoring the program.



APPENDIX C – PUBLIC HEALTH NURSING UNIT

**C.14 - Lead Assignments**

The County and the Union agree to establish a pilot program for one (1) year to implement and evaluate a five percent (5%) lead differential for the classification of Public Health Nurse II. The differential will be limited to four (4) Public Health Nurse II positions at any one time and the Director of Public Health Nursing will determine which 4 positions will be assigned the differential. The implementation date will be October 1, 1999. The County and the Union will meet at the conclusion of the program's first year to determine its success.

DATED: Original dated February 2, 2000

SANTA CLARA COUNTY  
NEGOTIATING COMMITTEE

PUBLIC HEALTH NURSING UNIT  
SEIU LOCAL 715, AFL-CIO

Signatures on file, or see contract printed in 2000 for signatures



## APPENDIX D – BLUE COLLAR UNIT

### D.1 – Salaries

The following salary grades will be in effect as noted.

Job Code	Job Title	June 21, 2004 Grade	June 20, 2005 Grade
T90	AIRPORT OPERATIONS WORKER	402	402
V57	ANIMAL CONTROL OFFICER	418	418
K13	ASSOC TELECOMMUNICATIONS TEC	440	440
M24	AUTOMOTIVE ATTENDANT	383	383
M31	AUTOMOTIVE BODY REPAIRER	456	456
M19	AUTOMOTIVE MECHANIC	469	469
M57	AUTOMOTIVE MECHANIC HELPER	428	428
M26	AUTOMOTIVE PARTS COORD	418	418
H63	BAKER	422	422
F91	BINDERY WORKER I	366	366
F90	BINDERY WORKER II	384	384
K06	BIOMEDICAL EQUIPMENT TECH I	440	440
K03	BIOMEDICAL EQUIPMENT TECH II	478	478
M45	BUILDING SYSTEMS MONITOR	419	419
K21	COMMUNICATIONS TECHNICIAN	494	494
H60	COOK I	384	384
H59	COOK II	405	405
G74	CUSTODY SUPPORT ASSISTANT	405	405
K24	DATA COMMUNICATIONS INSTALLER	450	450
E49	DAY CARE CENTER AIDE	418	418
H64	DIETETIC ASSISTANT	405	405
K93	ELECTRICAL ELECTRONIC ASST	438	438
K92	ELECTRICAL ELECTRONIC TECH	484	484
G88	ELECTRICAL STOREKEEPER	400	400
E02	ELECTRONIC MAIL MACHINE OPR I	360	360
E01	ELECTRONIC MAIL MACHINE OPR II	375	375
K94	ELECTRONIC REPAIR TECHNICIAN	466	466
M28	EMERGENCY VEHICLE EQUIP INSTLR	448	448
M20	FACILITIES MAINTENANCE REP	460	460
H21	FACILITIES SERVICES WORKER	373	373
H67	FOOD SERVICE WORKER I	354	354
H66	FOOD SERVICE WORKER II	364	364
H68	FOOD SERVICE WORKER-CORR	368	368
H28	GARDENER	417	417
M48	GENERAL MAINT MECHANIC I	406	406
M47	GENERAL MAINT MECHANIC II	426	426



APPENDIX D – BLUE COLLAR UNIT

Job Code	Job Title	June 21, 2004 Grade	June 20, 2005 Grade
M23	HEAVY EQUIPMENT ATTENDANT	376	376
M17	HEAVY EQUIPMENT MECHANIC	477	477
M18	HEAVY EQUIPMENT MNT HELPER	437	437
G83	HEAVY EQUIPMENT PARTS CLERK	378	378
G79	HEAVY EQUIPMENT PARTS SUPV	408	408
H20	HOUSEKEEPER	355	355
N94	INSTITUTIONAL MAINTENANCE ENGR	444	444
X58	INTERMITTENT FOOD SERV WRK I	354	354
X59	INTERMITTENT FOOD SERV WRK-COR	368	368
X18	INTERMITTENT JANITOR	368	368
Y75	INTERMITTENT LABORATORY ASSIST	374	374
Z28	INTERMITTENT MESSENGER DRIVER	374	374
X69	INTERMITTENT STOCK CLERK	373	373
X07	INTERMITTENT WAREHOUSE MAT HDL	381	381
H18	JANITOR	368	368
V58	KENNEL ATTENDANT	374	374
R75	LABORATORY ASSISTANT	374	374
H86	LAUNDRY WORKER I	364	364
H84	LAUNDRY WORKER II	373	373
K19	MEDICAL EQUIPMENT REPAIRER	420	420
E28	MESSENGER DRIVER	374	374
M49	OCCUPATIONAL THERAPY TECH	469	469
M87	OFFICE MACHINE REPAIR TECH	433	433
M89	OFFICE MACHINE REPAIR TECH TRN	393	393
F81	OFFSET PRESS OPERATOR I	369	369
F80	OFFSET PRESS OPERATOR II	418	418
F85	OFFSET PRESS OPERATOR III	431	431
G66	OPERATING ROOM STOREKEEPER	395	395
T13	PARK EQUIPMENT OPERATOR	454	454
T93	PARK MAINTENANCE CREW CHIEF	468	468
T27	PARK MAINTENANCE LEAD WORKER	465	465
T17	PARK MAINTENANCE WORKER I	406	406
T16	PARK MAINTENANCE WORKER II	426	426
M38	PARKING LOT CHECKER	384	384
M35	PARKING PATROL COORD	416	416
F26	PRINT-ON-DEMAND OPERATOR	418	418
F82	PRODUCTION GRAPHICS TECH	424	424
X40	RANCH MAINTENANCE SUPV	445	445
N43	RESIDENT RD MAINT WRKER III	449	449
N41	RESIDENT RD MAINT WRKER IV	469	469
N69	ROAD DISPATCHER	451	451



APPENDIX D – BLUE COLLAR UNIT

Job Code	Job Title	June 21, 2004	June 20, 2005
		Grade	Grade
N67	ROAD MAINTENANCE WORKER I	401	401
N66	ROAD MAINTENANCE WORKER II	421	421
N65	ROAD MAINTENANCE WORKER III	441	441
N64	ROAD MAINTENANCE WORKER IV	461	461
N61	ROAD OPERATIONS SUPV	501	501
T07	SEASONAL PARK WORKER	\$8.844 - 15.086	\$9.109 - 15.538
N63	SIGN SHOP TECHNICIAN	431	431
H51	SPECIAL QUALIFICATIONS WORKER	328	328
K01	SR BIOMEDICAL EQUIPMENT TECH	498	498
M42	SR BUILDING SYSTEMS MONITOR	441	441
K20	SR COMMUNICATIONS TECHNICIAN	510	510
K91	SR ELECTRICAL ELECTRONIC TECH	514	514
N92	SR STATIONARY ENGINEER	477	477
G76	SR WAREHOUSE MATERIALS HANDLER	413	413
N93	STATIONARY ENGINEER	457	457
G82	STOCK CLERK	373	373
G81	STOREKEEPER	391	391
N80	TRAFFIC PAINTER I	418	418
N79	TRAFFIC PAINTER II	438	438
N78	TRAFFIC PAINTER III	462	462
H17	UTILITY WORKER	384	384
X78	VECTOR CONTROL TECHNICIAN I	421	421
X77	VECTOR CONTROL TECHNICIAN II	437	437
X76	VECTOR CONTROL TECHNICIAN III	457	457
X79	VECTOR CONTROL TRAINEE	401	401
G77	WAREHOUSE MATERIALS HANDLER	381	381



## APPENDIX D – BLUE COLLAR UNIT

### D.2 - Training Programs

In order to provide training for promotional opportunities for County workers, training programs shall be continued in the following areas:

a) **Automotive Mechanic Helper Training**

The training program for Automotive Mechanic Helper Training will continue (under the same terms and conditions currently offered) during the term of this Agreement.

b) **Park Maintenance Worker Training**

During the summer of 2005 and 2006, a minimum of five (5) County workers, determined by application review and interview, shall be selected to work in Park Maintenance Worker trainee positions. Participation in this training will be on a one-time basis for each County worker. The salary for these positions shall be five percent (5%) below the first step of Park Maintenance Worker I. Participants shall be assigned to a work location on the basis of seniority preference within the group. Assignment to the positions shall be for four (4) pay periods at a location determined by management. Following an initial sign-up period, the scheduling of assignments shall be made with due consideration to worker preference and department needs. Temporary work location pay (Section 8.11) shall not apply to work at that location. Such workers shall not schedule vacations during this period. Workers shall consider this a regular work assignment except where a return to their former assignment is required because of an emergency or unsatisfactory progress.

The County agrees to advertise this program, as appropriate, County-wide.

c) **Offset Press Operator Training**

In order to provide training on equipment to qualify for the next higher classification, Bindery Worker I, Bindery Worker II, Offset Press Operator I and Offset Press Operator II shall be provided the opportunity to train for up to a total of twenty-seven (27) working days per person on such equipment. All such training shall be done in consistent blocks of time if at all possible.

Temporary work location pay and work out of classification provisions shall not apply and training shall be requested by sign-up and then scheduled by management based on seniority preference.

The County agrees to make available to the Union and all interested workers a sample list of courses which will fulfill the employment standards for Offset Press Operator I. Workers taking such courses shall be eligible for tuition reimbursement in accordance with Article 12, Section 12.8 of the contract.



## APPENDIX D – BLUE COLLAR UNIT

### d) **Heavy Road Equipment Training**

The Roads and Airports Department will offer each of the following training segments, except for Sweeper Training, not less than once every two (2) calendar years if a minimum of eight (8) workers sign up for such segment.

#### 1. **Light Loaders and Boom Truck (III Equipment)**

a. Three (3) hours per session for total of twenty-one (21) hours.

1) Nine (9) hours classroom instruction.

2) Twelve (12) hours field instruction.

b. All classroom and field instruction to be provided in evenings and Saturday. The County will pay for any instructor and necessary equipment. Workers will attend sessions on their own time.

c. The Boom Truck training will be given when it is possible to include it in (a) above at no additional cost to the County.

#### 2. **Loaders, Graders, Gradalls and Backhoes (IV Equipment)**

a. Three (3) hours per session for total of thirty (30) hours.

1) Thirteen (13) hours classroom instruction.

2) Seventeen (17) hours field instruction.

b. All classroom and field instruction to be provided in evenings and Saturday. The County will pay for any instructor and necessary equipment. Workers will attend sessions on their own time.

#### 3. **Ten-Wheelers**

Instruction will continue to be provided on County time after Chip Seal program ends.

4. Training shall be offered on a rotational basis by seniority preference as defined in the Departmental Agreement.

#### 5. **Sweeper Training**

a. Sweeper training will be offered prior to any Road Maintenance Worker III exam that would involve testing on the Sweeper. The training will be held as close to the exam period as is practical based on equipment availability and availability of trainers. Training will be available to all Road Maintenance Workers scheduled to take the exam. Training will consist of a total of twenty-one (21) hours. Training will not be conducted if a sufficient number of workers do not request, sign up for and attend the training.



## APPENDIX D – BLUE COLLAR UNIT

- b. All training to be provided in evenings and Saturdays. The County will pay for any instructor and necessary equipment. Workers will attend sessions on their own time.

- e) **Animal Control Officer Training**

The County agrees to continue the established training program for Animal Control Officers in such areas as; Animal Control Laws and Regulations, Report Writing and Presentation, Radio Procedures and Dispatching, First Aid for people and animals, Animal Behavior, Stress Management, Crisis Intervention, Wildlife and Livestock Handling, Confining and Transportation. Included in Animal Control Officer Training will be instruction in techniques and safety precautions for working in and around vehicular traffic.

This training shall be given to all new hires and updated periodically for all Animal Control Officers. In addition, cross training in Animal Shelter duties and operations shall be offered to all Animal Control Officers on a voluntary basis.

Appropriate dispatch training will be provided to all Animal Control workers assigned radio procedures and dispatch duties.

- f) **Production Graphics Technician Training**

The training program for Printing Services workers in Graphics will continue (under the same terms and conditions currently offered) during the term of this Agreement.

### **D.3 - Watch Duty Differential**

A Janitor assigned full-time watch duties shall receive seventy-five cents (\$0.75) per hour as the total premium payment for each hour actually worked.

### **D.4 - Project Crew Differential**

Janitors assigned in accordance with the following criteria shall receive eighty-five cents (\$0.85) per hour as the total premium payment for each hour actually worked:

- a) **Project Crew Criteria**

Janitors who have bid to work on the team cleaning or project crew are entitled to the differential when performing team cleaning or special project assignments. They will continue to receive the pay when pulled by management to do other work.

- b) **Non-Project Crew Criteria**

1. Janitors who have bid to work in relief jobs are entitled to the pay when they are not assigned to provide relief for a regular floor assignment, but only when assigned to a team cleaning or special project assignment.



## APPENDIX D – BLUE COLLAR UNIT

2. Janitors who have bid to work in a regular floor assignment are entitled to the pay when pulled from their assignment and area, and are instead assigned to a team cleaning or special project assignment.

The criteria used to determine if the Janitor is eligible is whether or not the work done is a regular part of the designated job assignment for the specific area in question. If any regular job (one tied to an area) requires the periodic performance of janitorial tasks which are the same as those performed when doing a special project, they are not eligible for the differential since it is a part of the designated job for that specific area.

### D.5- Miscellaneous

#### a) **Work Out of Class**

Work out of classification provisions shall apply to the classification of Electrical/Electronic Technician when supervising contractors.

#### b) **Transfer Line (Telephone (408) 299-3016)**

The County shall create and maintain a job transfer line for the following Blue Collar classifications. The Transfer information will include the job title, location, hours of work, special skills (if unusual), contact person, and telephone number.

Day Care Center Aide  
Janitor  
Lab Assistant  
Stock Clerk  
Storekeeper  
Senior Storekeeper  
Messenger-Driver  
Food Service Worker I  
Food Service Worker II  
Food Service Worker - Correction  
Cook I  
Cook II  
Warehouse Materials Handler  
Senior Warehouse Materials Handler  
Road Maintenance Worker I, II, III, IV  
Park Maintenance Worker I, II, III  
Park Maintenance Lead Worker

#### c) **Tool Allowance**

1. The County shall pay an allowance to each Auto Mechanic and Senior Auto Mechanic in the General Services Garage up to three hundred twenty dollars (\$320.00) and Auto Mechanic Helpers shall be paid an allowance of two hundred ninety-five (\$295.00) annually for work-related tools purchased. Each Auto Mechanic, Senior Auto Mechanic and Auto Mechanic Helper in the General Services Garage who is on the payroll as of pay period 07 of each year will be eligible for such allowance.



## APPENDIX D – BLUE COLLAR UNIT

2. Payments shall continue to be made in each June for tools purchased during the previous twelve months ending April 15 of each year.
3. Allowances will be paid prior to June 30 of each applicable year.

d) **Dietetic Assistant Meals**

Dietetic Assistants assigned to any department are entitled to free meal privileges for those meals that occur during their prescribed work schedule.

### D.6 - Realignments

In addition to the general increase received by the classes in this Unit, the classes listed below will receive an additional increase (reflected in D.1 above) as indicated:

	Percentage June 21, 2004
Automotive Body Repairer	3%
Electrical/Electronic Technician	3%
Emergency Vehicle Equipment Installer	3%
Park Maintenance Crew Chief	2%
Resident Road Maintenance Worker III	3%
Resident Road Maintenance Worker IV	3%
Road Dispatcher	3%
Road Maintenance Worker I	3%
Road Maintenance Worker II	3%
Road Maintenance Worker III	3%
Road Maintenance Worker IV	3%
Road Operations Supervisor	3%
Senior Electrical/Electronics Technician	3%
Traffic Painter I	3%
Traffic Painter II	3%
Traffic Painter III	3%

### D.7 - Food Service Worker II Extended Lead Differential

In recognition of the extended lead responsibilities assigned the following position, a special differential of three dollars and twenty-five cents (\$3.25) per day is authorized for:

One (1) position of Food Service Worker II at Valley Medical Center when assigned as the Dishroom Supervisor for a full shift.

### D.8 - Seniority/Promotional Project

a) **Purpose**

The purpose of this section is to implement a project, using seniority as a selection criterion for the term hereof with the purpose of tracking and evaluation



## APPENDIX D – BLUE COLLAR UNIT

of the effects of such use of seniority upon the employer and workers as well as affirmative action goals and objectives. Implementation of this project is subject to and conditioned upon prior approval and adoption of appropriate modifications to Merit System Rules by the Personnel Board and the Board of Supervisors.

### b) **Term**

This section shall commence upon and be effective for the term of the master agreement and the terms and conditions hereof shall apply to all certifications and selections from lists from the covered classes for that period. This section shall terminate unless the parties have, by mutual agreement, agreed to extend this section.

### c) **Definitions**

1. "Promotional Class" is defined to mean those classes agreed to herein as constituting promotional classes.
2. "Qualified" is defined to mean those workers who score eighty (80) or above in the appropriate Merit System selection procedure for the position to which a worker is to be certified for hiring.
3. "Seniority" shall be determined by worker as days of accrued service as reflected on the worker's payroll records as of the date of the eligible list.

### d) **Vacancies Within Promotional Classes**

1. The most senior qualified worker within a Department/Agency within the next lower class within a series, if listed below, shall be appointed to a vacancy within a Department/Agency in the promotional class.
2. If there are no such qualified workers within the Department/Agency, then the most senior qualified worker within the County within the next lowest class within a series shall be appointed to the vacancy.
3. If there are no such qualified workers within the County within the next lowest class within a series, the remaining persons upon the list, if any, shall be certified in rank order based upon their position upon the list as determined in accordance with regular examination and certification procedures.

### e) **Classes Covered**

The following classes are covered by this section. They are listed singularly or in series. All other classes are promotional.

1. Gardener
2. Offset Press Operator II, III
3. Laundry Worker II
4. Cook II



## APPENDIX D – BLUE COLLAR UNIT

5. Park Maintenance Worker II, Park Maintenance Lead Worker
6. Road Maintenance Worker II, III, IV
7. Traffic Painter II, III
8. Heavy Equipment, Helper, Heavy Equipment Mechanic
9. Electrical/Electronic Technician, Senior Electrical Technician (non-supervisory only)
10. Food Service Worker II
11. Bindery Worker II
12. Automotive Mechanic Helper, Automotive Mechanic

Provided: That series nine (9) is designated a "Technical Series" and the promotional class shall have certified to vacancies the most senior qualified worker among the top seven (7) scores, first by Department/Agency and then County-wide, and then by regular certification.

- f) Classes listed under Section D.8(e) shall be excluded from consideration under Section 6.11 – Lateral Transfers of the Master Agreement.

### **D.9 - Ordinance Footnotes**

As a result of future classification studies, these sections (D.9 a), b), c), d), e), f), and g)) may be abolished or amended by the County after following the appropriate meet and confer requirements of Article 22.

a) **Road Maintenance Worker IV Dual Function Differential**

When assigned to function in the dual capacity of operating heavy equipment and leading a maintenance crew, a position in the class of Road Maintenance Worker IV shall be compensated at the rate of one full salary range (approximately 5%) higher than that specified for regular positions in this class.

b) **Road Maintenance Worker III Dual Function/Lead Differential**

When assigned to function in the dual capacity of operating heavy equipment and leading a maintenance crew consisting of three (3) or more workers, or when assigned as a non-operator lead over other Road Maintenance Worker III positions, a position in the class of Road Maintenance Worker III shall be compensated at the rate of one full salary range (approximately 5%) higher than that specified for regular positions in this class.

c) **Animal Control Dispatch Differential**

Animal Control Officers, Advanced Clerk Typists, Clerk Typists or Office Clerks assigned and performing radio dispatching of Animal Control Units under the direction of an on-duty Senior Animal Control Officer, Supervising Animal Control Officer or the Chief Animal Control Officer, shall receive eighty cents (\$0.80) per hour for each hour actually worked.



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d) **Retort Differential**

Janitors assigned and performing the full range of duties associated with operating the retort at Valley Medical Center shall receive a differential one dollar (\$1.00) for each hour actually worked.

e) **Auto Attendant Lead Differential**

One Automotive Attendant in the GSA - Garage, when assigned and performing the full range of lead duties, shall be compensated with a differential at a rate of forty cents (\$0.40) per hour.

f) **Biomedical Equipment Technician Lead Differential**

When assigned the full range of lead responsibilities, one position of Biomedical Equipment Technician in Valley Medical Center Anesthesia Department shall be compensated at the flat rate of one dollar and ten cents (\$1.10) for each hour actually worked.

g) **Custody Support Assistant Lead Differential**

No more than one (1) incumbent on each shift at the Main Jail, Elmwood and Elmwood Support Services and no more than one (1) incumbent in Programs and Correctional Center for Women, when assigned a full range of lead duties by the Department of Correction, shall be compensated at the flat rate of seventy cents (\$0.70) per hour for each hour actually worked.

h) **Kennel Attendant Lead Differential**

One (1) Kennel Attendant assigned to work at the Animal Shelter in San Martin when assigned and performing the full range of lead duties shall be compensated at the flat rate of ninety-two cents (\$0.92) for each hour actually worked.

DATED: Original dated February 2, 2000

SANTA CLARA COUNTY  
NEGOTIATING COMMITTEE

BLUE COLLAR UNIT  
SEIU LOCAL 715, AFL-CIO

Signatures on file, or see contract printed in 2000 for signatures



## APPENDIX E – ADMINSTRATIVE, PROFESSIONAL AND TECHNICAL UNIT

### E.1 – Salaries

The following salary grades will be in effect as noted.

Job Code	Job Title	June 21, 2004	June 20, 2005
		Grade	Grade
D96	ACCOUNTANT ASSISTANT	407	407
B80	ACCOUNTANT AUDITOR APPRAISER	444	444
B78	ACCOUNTANT II	469	469
V07	AGRICULTURAL BIOLOGIST I	439	439
V06	AGRICULTURAL BIOLOGIST II	459	459
V05	AGRICULTURAL BIOLOGIST III	479	479
R78	ANESTHESIA TECHNICIAN	409	409
C52	APPRAISAL AIDE	435	435
D82	APPRAISAL DATA COORDINATOR	418	418
C51	APPRAISER I	444	444
C50	APPRAISER II	481	481
X33	ASSOC CHILDREN'S COUNSELOR	413	413
L97	ASSOC OPER RESEARCH ANALYST	450	450
C73	ASSOC REAL ESTATE AGENT	510	510
C16	ASST DRUG ABS PV SV CRD-715	497	497
C74	ASST REAL ESTATE AGENT	469	469
P95	ATTENDING PSYCHOLOGIST	546	546
B79	AUDITOR-APPRAISER	497	497
C35	BUYER ASSISTANT	407	407
C33	BUYER I	441	441
C32	BUYER II	467	467
C31	BUYER III	489	489
G89	CALL CENTER COORDINATOR	490	490
S96	CENTRAL SUPPLY ASST	338	338
S68	CENTRAL SUPPLY TECH I	383	383
S06	CENTRAL SUPPLY TECH II	395	395
R2D	CERTIFIED OCC THRP ASST I-PD	429	429
R2C	CERTIFIED OCC THRP ASST II-PD	459	459
R85	CHEST X-RAY TECHNICIAN	436	436
K64	CHIEF OF PARTY	488	488
E86	CHILD SUPPORT OFFICER I	452	452
E85	CHILD SUPPORT OFFICER II	472	472
X31	CHILDRENS COUNSELOR	444	444
P85	CLINICAL AUDIOLOGIST	513	513
R9A	CLINICAL NEUROPHYSIOLG TECH I	441	441



APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

Job Code	Job Title	June 21, 2004	June 20, 2005
		Grade	Grade
R99	CLINICAL NEUROPHYSIOLG TECH II	467	467
P93	CLINICAL PSYCHOLOGIST	538	538
C2D	CLINICAL RESEARCH ASSOCIATE	492	492
C2F	CLINICAL RESEARCH ASST I	308	308
C2E	CLINICAL RESEARCH ASST II	391	391
C2C	CLINICAL SUPPORT PROGRAM CRD	427	427
S51	COMMUNICABLE DISEASE INVEST	444	444
K26	COMMUNICATIONS CABLE INSTALLER	445	445
G94	COMMUNICATIONS DISPATCHER I	462	462
G93	COMMUNICATIONS DISPATCHER II	485	485
G92	COMMUNICATIONS DISPATCHER III	514	514
E07	COMMUNITY WORKER	395	395
G22	COMPUTER OPERATOR I	385	385
G21	COMPUTER OPERATOR II	425	425
G23	COMPUTER OPERATOR TRAINEE	359	359
V25	CONSUMER AFFAIRS INVEST I	418	418
V22	CONSUMER AFFAIRS INVEST II	431	431
V69	CRIMINALIST I	480	480
V68	CRIMINALIST II	510	510
V67	CRIMINALIST III	540	540
B2U	DATA BASE ADMINISTRATOR	574	574
D31	DATA PROCESSING CONTRL TECH I	362	362
D12	DATA PROCESSING CONTRL TECH II	395	395
D65	DATA PROCESSING NETWORK TECH	425	425
P78	DENTAL ASSISTANT	407	407
V97	DEPUTY FIRE MARSHAL	200 D	200 D
V49	DEPUTY PUBLIC GUARDIAN	505	505
B44	DEPUTY PUBLIC GUARDIAN ASST	457	457
V62	DEPUTY PUBLIC GUARDIAN INVEST	505	505
R87	DIAGNOSTIC IMAGING TECH I	508	508
R88	DIAGNOSTIC IMAGING TECH II	518	518
R71	DIALYSIS TECHNICIAN	410	410
H65	DIETETIC TECHNICIAN	418	418
R21	DIETITIAN I	483	483
D4L	DIETITIAN II-715	482	482
S34	EKG TECHNICIAN	407	407
G98	ELECTION PRECINCT COORD	465	465
S91	EMERGENCY ROOM TECH	409	409
C85	EMPLOYEE ASSISTANCE PROG COORD	529	529
Y26	EMPLOYMENT ANALYST	499	499



APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

Job Code	Job Title	June 21, 2004	June 20, 2005
		<u>Grade</u>	<u>Grade</u>
Y27	EMPLOYMENT COUNSELOR	499	499
Y29	EMPLOYMENT TECHNICIAN I	424	424
Y28	EMPLOYMENT TECHNICIAN II	455	455
K85	ENGINEERING AIDE I	376	376
K84	ENGINEERING AIDE II	406	406
K83	ENGINEERING TECHNICIAN I	436	436
K82	ENGINEERING TECHNICIAN II	466	466
K81	ENGINEERING TECHNICIAN III	501	501
J28	EPIDEMIOLOGIST I	485	485
J25	EPIDEMIOLOGIST II	511	511
V37	ESTATE ADMINISTRATOR	505	505
V38	ESTATE ADMINISTRATOR ASST	485	485
V42	ESTATE PROPERTY TECH	440	440
C62	EXEMPTION INVESTIGATOR	483	483
V30	FAMILY SUPPORT COLLECTIONS OFC	431	431
K68	FIELD SURVEY TECHNICIAN I	429	429
K66	FIELD SURVEY TECHNICIAN II	463	463
R77	FORENSIC CHEMIST	437	437
S26	FORENSIC PATHOLOGY TECH TRN	383	383
S25	FORENSIC PATHOLOGY TECHNICIAN	406	406
R45	GASTROENTEROLOGY TECH TRAINEE	395	395
R44	GASTROENTEROLOGY TECHNICIAN	415	415
M56	GENERAL MAINT MECHANIC III	446	446
K80	GEOGRAPHIC INFO SYS TECH I	460	460
K79	GEOGRAPHIC INFO SYS TECH II	495	495
R2M	GRADUATE INTERN PHARMACIST	406	406
W91	GRADUATE LIBRARIAN STUDENT-U	\$22.147 - \$24.342	\$22.811 - \$25.072
J46	GRAPHIC DESIGNER I	427	427
J45	GRAPHIC DESIGNER II	457	457
V19	HAZARDOUS MATERIALS SPEC	536	536
V21	HAZARDOUS MATERIALS TECH	429	429
J27	HEALTH EDUCATION ASSOCIATE	469	469
J26	HEALTH EDUCATION SPECIALIST	511	511
B6H	HEALTH PLANNING SPEC II	470	470
G42	HELP DESK SPECIALIST	464	464
P9A	HOSPITAL CLINICAL PSYCH I	546	546
R70	HOSPITAL CLINICAL PSYCH II	566	566
P9B	HOSPITAL PSYCHOLOGICAL ASST	511	511
S95	HOSPITAL SERVICES ASST I	383	383
S93	HOSPITAL SERVICES ASST II	395	395



APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

Job Code	Job Title	June 21, 2004	June 20, 2005
		<u>Grade</u>	<u>Grade</u>
P94	HOSPITAL SR PSYCHOLOGICAL ASST	516	516
L75	HOUSING REHABILITATION COORD	486	486
L88	HOUSING REHABILITATION SPEC	480	480
D77	INCOME TAX SPECIALIST	445	445
G51	INFORMATION SYS TECH I	436	436
G50	INFORMATION SYS TECH II	476	476
G38	INFORMATION SYS TECH III	516	516
G29	INFORMATION SYSTEMS ANALYST I	516	516
G28	INFORMATION SYSTEMS ANALYST II	532	532
G72	INMATE LAW LIBRARY COORD	426	426
X35	INTERMITTENT ASSOC CHILD COUNLR	413	413
X34	INTERMITTENT CHILD COUNSELOR	444	444
Y07	INTERMITTENT COMMUNITY WORKER	395	395
X65	INTERMITTENT HOSP SRV ASST II	395	395
E10	INTERMITTENT LIBRARIAN I	472	472
E09	INTERMITTENT LIBRARIAN II	483	483
E12	INTERMITTENT LIBRARY ASST I	399	399
E11	INTERMITTENT LIBRARY ASST II	435	435
X68	INTERMITTENT LICENSED VOC NRS	441	441
X61	INTERMITTENT MEDICAL ASSISTANT	399	399
X67	INTERMITTENT NURSING ATTENDANT	377	377
X57	INTERMITTENT PROB COUNS I	416 A	416 A
Y67	INTERMITTENT REHAB COUNSELOR	489	489
X06	INTERMITTENT SECURITY GUARD	395	395
Y73	INTERMITTENT SHERIFF TECH	395	395
Y74	INTERMITTENT SR LAB ASSIST	401	401
X66	INTERMITTENT UNIT SUPPORT ASST	383	383
V88	INVESTIGATOR ASSISTANT	120 D	120 D
C75	JUNIOR REAL ESTATE AGENT	444	444
V44	LATENT FINGERPRINT EXAM I	461	461
V43	LATENT FINGERPRINT EXAM II	504	504
Z39	LEGAL AIDE-U	457	457
F07	LEGAL PROCESS OFFICER	409	409
J64	LIBRARIAN I	472	472
J63	LIBRARIAN II	483	483
E41	LIBRARY ASSISTANT I	399	399
E40	LIBRARY ASSISTANT II	435	435
E37	LIBRARY ASSISTANT III	461	461
S85	LICENSED VOCATIONAL NURSE	441	441
K36	LOCAL AREA NETWORK ANALYST I	528	528



APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

Job Code	Job Title	June 21, 2004	June 20, 2005
		Grade	Grade
K35	LOCAL AREA NETWORK ANALYST II	548	548
S28	MAGNETIC RESONANCE IMAG TECH	518	518
P97	MARRIAGE & FAMILY THERAPIST I	491	491
P96	MARRIAGE & FAMILY THERAPIST II	511	511
N34	MATERIALS TESTING TECH II	460	460
B03	MEDIA SPECIALIST COORD-715	473	473
H93	MEDICAL ASSISTANT	399	399
V85	MEDICAL EXAMINER CORONER INVST	192 D	192 D
J76	MEDICAL LIBRARIAN ASSISTANT	457	457
D50	MEDICAL TRANSLATOR	444	444
D52	MEDICAL TRANSLATOR TRAINEE	418	418
E33	MENTAL HEALTH COMMUNITY WORKER	405	405
P15	MENTAL HEALTH PROG SPC I-715	505	505
C40	MGMT INFO SYS DATA ASST	405	405
E60	MOBILE OUTREACH DRIVER	415	415
R2E	MRI TECHNOLOGIST	\$30.178 - \$45.333	\$31.083 - \$46.692
G46	NETWORK ENGINEER	556	556
G60	NETWORK ENGINEER ASSOCIATE	528	528
X32	NIGHT ATTENDANT	395	395
S94	NURSING ATTENDANT	377	377
R35	OCCUPATIONAL HEALTH CHEMIST	470	470
R1A	OCCUPATIONAL THRP I-PHY DISB	506	506
R12	OCCUPATIONAL THRP II-PHYS DISB	526	526
R13	OCCUPATIONAL THRP-PSYCHOSOCIAL DISB	526	526
C53	OFFICE AUTO SYSTEMS COORD-715	459	459
P82	OPERATING ROOM AIDE	415	415
S23	OPERATING ROOM TECHNICIAN	469	469
L96	OPERATIONS RESEARCH ANALYST	495	495
P48	OPHTHALMIC TECH	427	427
P47	OPTOMETRIST	540	540
R90	ORTHOPEDIC TECHNICIAN	414	414
V74	PARALEGAL	471	471
T19	PARK MAINTENANCE PROG COORD	489	489
T91	PARK NATURAL RESOURCE MGMT CRD	485	485
L90	PARK PLANNER	492	492
T18	PARK USE COORD	489	489
T31	PARKS INTERPRETER	469	469
T21	PARKS INTERPRETIVE PROG COORD	489	489
T36	PARKS NATURAL RESOURCES TECH	469	469
T38	PARKS RANGEMASTER I	443	443



APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

Job Code	Job Title	June 21, 2004	June 20, 2005
		Grade	Grade
T37	PARKS RANGEMASTER II	463	463
T22	PARKS TRAINING COORD	489	489
T20	PARKS VOLUNTEER COORD	489	489
S97	PATHOLOGY AIDE	375	375
R97	PER DIEM DIAGNST IMG TECH I	\$26.351 - \$43.311	\$27.141 - \$44.610
S52	PER DIEM DIAGNOSTIC IMG TEC II	\$28.223 - \$46.447	\$29.069 - \$47.840
R2G	PER DIEM RESPIRATORY CARE PRCT	\$31.001 - \$37.464	\$31.931 - \$38.587
R2J	PER DIEM SPEECH PATH	41.731	42.982
S79	PER DIEM ULTRASONOGRAPHER I	\$28.169 - \$46.368	\$29.014 - \$47.759
S98	PER DIEM ULTRASONOGRAPHER II	\$34.291 - \$57.25	\$35.319 - \$58.967
N33	PERMIT TECHNICIAN	430	430
R27	PHARMACIST	596	596
R96	PHARMACIST LOCUM TENENS	\$55.222 - \$67.448	\$56.878 - \$69.471
P40	PHARMACIST SPECIALIST	606	606
P81	PHARMACIST TECH SYS SPEC	606	606
R2K	PHARMACY TECH LOCUM TENENS	\$23.856 - \$29.159	\$24.571 - \$30.033
R29	PHARMACY TECHNICIAN	413	413
R50	PHARMACY TECHNICIAN TRAINEE	374	374
J39	PHOTOGRAPHER	420	420
R69	PHYSICAL THERAPIST ASST I	429	429
R64	PHYSICAL THERAPIST ASST II	459	459
R11	PHYSICAL THERAPIST I	506	506
R10	PHYSICAL THERAPIST II	526	526
S46	PHYSICIAN ASST PRIMARY CARE	521 A	521 A
L85	PLANNER I	481	481
L84	PLANNER II	494	494
L83	PLANNER III	518	518
S8A	PRE-LICENSED PSYCHIATRIC TECH	354	354
V55	PRETRIAL SERV OFFICER I	448	448
V41	PRETRIAL SERV OFFICER II	477	477
V53	PRETRIAL SERV OFFICER III	501	501
X55	PROBATION ASSISTANT I	360 A	360 A
X54	PROBATION ASSISTANT II	391 A	391 A
E05	PROBATION COMMUNITY COORD	454	454
E19	PROBATION COMMUNITY WORKER	431	431
X45	PROBATION COUNSELOR AIDE	19.069	19.641
X23	PROBATION COUNSELOR I	416 A	416 A
X22	PROBATION COUNSELOR II	441 A	441 A
X37	PROBATION TRANSPORTATION COORD	436	436
G78	PROCUREMENT COORD	400	400



APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

Job Code	Job Title	June 21, 2004	June 20, 2005
		<u>Grade</u>	<u>Grade</u>
M01	PRODUCTION CONTROLLER	411	411
K49	PROPERTY MAPPER I	389	389
K46	PROPERTY MAPPER II	423	423
K50	PROPERTY MAPPER TRAINEE	368	368
C71	PROPERTY SPECIALIST	457	457
C65	PROPERTY TRANSFER EXAMINER	420	420
F02	PROPERTY/EVIDENCE TECHNICIAN	429	429
Y42	PSYCHIATRIC SOCIAL WORKER I	491	491
Y41	PSYCHIATRIC SOCIAL WORKER II	511	511
Y40	PSYCHIATRIC SOCIAL WORKER III	511	511
S88	PSYCHIATRIC TECHNICIAN I	421	421
S87	PSYCHIATRIC TECHNICIAN II	441	441
C98	PUBLIC COMMUNICATIONS SPEC	475	475
V79	PUBLIC DEFENDER INVEST I	185 D	185 D
V78	PUBLIC DEFENDER INVEST II	200 D	200 D
E32	PUBLIC HEALTH ASSISTANT	417	417
E04	PUBLIC HEALTH COMMUNITY SPEC	444	444
S08	PUBLIC HEALTH NUTRITION ASSOC	420	420
R24	PUBLIC HEALTH NUTRITIONIST	488	488
U96	PUBLIC RELATIONS SPECIALIST-U	475	475
R36	PULMONARY DIAGNOSTIC ASSISTANT	406	406
R34	PULMONARY DIAGNOSTIC TECH	442	442
G3L	QUALITY ASSURANCE ENGINEER	546	546
G99	QUALITY ASSURANCE LIBRARIAN	516	516
C07	QUALITY IMPROV CORD I A&D SV	511	511
C06	QUALITY IMPROV CORD II A&D SV	531	531
R32	RADIATION THERAPIST	536	536
T11	RANGEMASTER I	443	443
T10	RANGEMASTER II	473	473
F34	RECORDABLE DOCUMENT TECH	375	375
F35	RECORDABLE DOCUMENT TECH TRN	354	354
J83	RECORDS ASSISTANT I	405	405
J82	RECORDS ASSISTANT II	420	420
R08	RECREATION THERAPIST	437	437
R1D	RECREATION THERAPIST I	473	473
R1C	RECREATION THERAPIST II	495	495
R40	RECREATION THERAPY ASSISTANT	431	431
P76	REGISTERED DENTAL ASSISTANT	427	427
P67	REHABILITATION COUNSELOR	489	489
X92	REHABILITATION OFFICER I	170 D	170 D



APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

Job Code	Job Title	June 21, 2004	June 20, 2005
		Grade	Grade
X91	REHABILITATION OFFICER II	200 D	200 D
R49	REHABILITATION THERAPY ASST	\$15.746 - \$25.128	\$16.218 - \$25.881
R28	REHABILITATION THERAPY SPEC	\$24.442 - \$37.377	\$25.175 - \$38.498
R15	RESPIRATORY CARE PRACTITIONER	492	492
R54	RESPIRATORY THERAPY INSRV CRD	523	523
V35	REVENUE COLLECTIONS OFFICER	447	447
U98	SECURITY GUARD	395	395
E88	SENIOR CHILD SUPPORT OFFICER	482	482
G73	SHERIFF'S TECHNICIAN	405	405
G5H	SOFTWARE ENGINEER I	514	514
G5G	SOFTWARE ENGINEER II	530	530
G5F	SOFTWARE ENGINEER III	546	546
G5E	SOFTWARE ENGINEER IV	566	566
R38	SPEECH PATHOLOGIST I	512	512
R37	SPEECH PATHOLOGIST II	532	532
C47	SR APPRAISER	511	511
C79	SR APPRAISER SCPTAP	511	511
C57	SR AUDITOR APPRAISER	519	519
X24	SR CHILDREN'S COUNSELOR	464	464
N31	SR CONSTRUCTION INSPECTOR	497	497
B2M	SR DATA BASE ADMINISTRATOR	580	580
J23	SR EPIDEMIOLOGIST	531	531
P98	SR HOSPITAL CLINICAL PSYCH	558	558
R74	SR LABORATORY ASSISTANT	401	401
V73	SR PARALEGAL	491	491
K43	SR PROPERTY MAPPER	443	443
V34	SR REVENUE COLLECTIONS OFFCR	467	467
K18	SR TELEPHONE TECHNICIAN	510	510
R04	SR THERAPIST CCS	536	536
P73	SSA APPLCTN DEV SPC EMPL SV I	475	475
P72	SSA APPLCTN DEV SPC EMPL SV II	523	523
D8F	STUDENT INTERN-715 LEVEL I	\$8.28 - \$10.35	\$8.528 - \$10.660
D8G	STUDENT INTERN-715 LEVEL II	\$11.385 - \$16.56	\$11.726 - \$17.056
D8H	STUDENT INTERN-715 LEVEL III	\$16.56 - \$20.70	\$17.056 - \$21.321
D8J	STUDENT INTERN-715 LEVEL IV	\$18.63 - \$25.875	\$19.188 - \$26.651
G6S	SYSTEMS SOFTWARE ENGINEER I	545	545
G6T	SYSTEMS SOFTWARE ENGINEER II	569	569
R05	THERAPIST CCS I	507	507
R07	THERAPIST CCS II	526	526
R41	THERAPY AIDE	395	395



APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

Job Code	Job Title	June 21, 2004	June 20, 2005
		Grade	Grade
R48	THERAPY TECHNICIAN	395	395
R91	TOXICOLGIST I	443	443
R76	TOXICOLOGIST II	484	484
R72	TOXICOLOGIST III	506	506
X36	TRANSPORTATION OFFICER	418	418
T02	TREATMENT AUTHORIZATION CRD	467	467
S30	ULTRASONOGRAPHER I	523	523
S29	ULTRASONOGRAPHER II	545	545
H94	UNIT SUPPORT ASSISTANT	383	383
R86	URODYNAMIC TECHNICIAN	444	444
R63	UROLOGY CLINICAL COORD	442	442
R80	UROLOGY TECHNICIAN	418	418
X83	VECTOR CONTROL COMM RES SPC	511	511
X73	VECTOR CONTROL ECOLOGY ED SPEC	471	471
M11	VEHICLE MAINTENANCE SCHDLR	450	450
X72	VETERAN SERVICES REP I	449	449
X71	VETERAN SERVICES REP II	469	469
X81	WEED ABATEMENT INSPECTOR	407	407
V29	WEIGHTS & MEASURES INSP I	406	406
V28	WEIGHTS & MEASURES INSP II	426	426
V27	WEIGHTS & MEASURES INSP III	446	446
R93	X-RAY DARKROOM TECHNICIAN	359	359
V80	ZONING INVESTIGATOR	482	482

- A Indicates classes on Basic Salary Plan A.
- D Indicates classes on Basic Salary Plan D.
- 1 One year probationary period.
- 2 One year probationary period for initial entry into series;  
six month probationary period if promotion within series.



## APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

### E.2 - Realignments

In addition to the general increase received by classes in this Unit, the classes listed below will receive an additional increase (reflected in E.1 above) as indicated:

Class	Percentage Effective June 21, 2004
Buyer I	5.0%
Buyer II	5.0%
Buyer III	5.0%
Therapist CCS I	5.0%
Therapist CCSII	5.0%
Sr. Therapist CCS	5.0%
Criminalist I	4.0%
Criminalist II	4.0%
Criminalist III	4.0%
Diagnostic Imaging Technician I	9.0%
Diagnostic Imaging Technician II	7.0%
Dietitian I	7.0%
Engineering Aide I	3.0%
Engineering Aide II	3.0%
Engineering Tech I	3.0%
Engineering Tech II	3.0%
Engineering Tech III	3.0%
Exemption Investigator	2.0%
Graduate Intern Pharmacist	4.0%
Licensed Vocational Nurse	2.0%
MRI Technician	7.0%
Occupational Therapist I	5.0%
Occupational Therapist II	5.0%
Occupational Therapist-Psych Disb	5.0%
Pharmacist	4.0%
Pharmacist Locum Tenens	4.0%
Pharmacist Specialist	4.0%
Pharmacy Technician	4.0%
Pharmacy Technician Locum Tenens	4.0%
Pharmacy Technician Systems Specialist	4.0%
Physical Therapist I	5.0%
Physical Therapist II	5.0%
Radiation Therapist	4.0%
Respiratory Care Inservice Coord	7.0%
Respiratory Care Practitioner	7.0%
Ultrasonographer I	9.5%
Ultrasonographer II	6.5%
Per Diem Ultrasonographer II	6.5%



APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

**E.3 - Salary Alignments**

a) **Investigator Salaries**

The following classifications, during the term of this Agreement, shall continue the existing alignment with the appropriate classes in the Deputy Sheriff and District Attorney Investigator Units.

Welfare Investigator  
Welfare Investigator Specialist  
Investigator Assistant  
Public Defender Investigator I  
Public Defender Investigator II  
Coroners Investigator  
Deputy Fire Marshal  
Assistant Rehabilitation Officer

b) **Probation Counselor Salaries**

The following classifications, during the term of this Agreement, shall continue the existing alignment with the appropriate classes in the Deputy Probation Officer series:

Probation Counselor I  
Probation Counselor II

c) **Probation Assistant Salaries**

The following classifications, during the term of this Agreement, shall continue the existing alignment with the appropriate classes in the Group Counselor series:

Probation Assistant I  
Probation Assistant II

**E.4 - Career Incentive Programs**

a) The County agrees to continue the Career Incentive Program for the Public Defender Investigators and Welfare Investigators. The biweekly differentials paid under this program will be a flat rate as follows:

**Effective September 13, 2004**

	<b>Basic</b>	<b>Intermediate</b>	<b>Advanced</b>
Public Defender Investigator I and Welfare Investigator	\$57.04	\$114.16	\$171.52
Public Defender Investigator II and Welfare Investigator Specialist	\$63.28	\$125.92	\$188.32



## APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

- b) During the term of this agreement the above amounts will be increased by an amount equal to the percentage of salary increase in the Deputy Sheriff/District Attorney Investigator Unit computed on the existing flat amount payment.
- c) The Public Defender's Office, the District Attorney's Office and the Human Resources Department will continue to coordinate the program.
- d) If the salary differentials for the Career Incentive Program for the Deputy Sheriff and District Attorney Investigator Units are applied towards a general salary adjustment during the term of this Agreement, the County will advise the Union and, notwithstanding the provisions of E.3(a) Investigator Salaries, meet and confer to discuss a similar adjustment for workers covered by this provision.

### **E.5 - Public Defender Investigator Overtime Work Assignments**

The County shall authorize cash payments for Public Defender Investigators when assigned overtime work. The Public Defender's Office shall maintain appropriate administrative procedures for applying cash payments or, if permitted by State and Federal Law, compensatory time off to overtime work assignments.

### **E.6 - Software Engineer Training**

The GSA Information Systems Department will maintain ongoing training for Software Engineer, including the following:

- a) A file of available information system related educational resources, including self-study (P.I.) vendor supplied courses, public education and professional association courses and seminars.
- b) Keep the Software Engineer staff abreast of new projects and programs in the Center and the data processing field.
- c) The GSA Information Systems Department will assign to Software Engineers training and education programs conducted by educational institutions, vendor supplied courses, professional organization sponsored courses and seminars, internally developed tutorials and workshops and on-the-job training. It is agreed that all of the above set forth activities shall be principally related to data processing projects and programs within the Department of General Services Data Processing Center and the individual Software Engineer's assignment.

### **E.7 - Educational Leave Program - Training Program**

#### **a) Educational Leaves for LVNs and Physician Assistants**

1. A credit of forty (40) hours per year shall be granted for educational leave for all full-time workers covered by this section. Educational leave will be accumulative to a maximum of eighty (80) hours. Educational leave for part-time workers will be prorated.



## APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

Each worker that uses any time earned between three (3) and six (6) months must sign a note which states that she/he will authorize a deduction from her/his last paycheck for the time used if she/he leaves County employment within one (1) year of the date of hire.

2. The individual worker shall decide the educational program in which she/he shall participate. It is understood that all use of educational leave shall be principally related to nursing practices within the County.
3. Details in the written application for educational leave shall include but not be limited to the course, institute, workshops or classes, subjects, hours, faculty and purpose of taking the course, seminar, etc. The application shall be received by the Administration no less than ten (10) working days prior to the requested date of leave of absence. At least five (5) working days prior to the commencement of the leave of absence date, the Administration shall respond in writing to the worker. When notification of a course is received less than ten (10) working days prior to the course date, Administration may consider approval.
4. In all instances set forth above, the leave request shall be subject to approval by the department. Such leaves shall not unduly interfere with staffing requirements for patients' care or duplicate similar training offered by the department. The department agrees that it shall not unreasonably withhold approval.
5. Proof of attendance may be requested by the department. The worker may be requested by the department to report such activity in writing.
6. Every effort shall be made to arrange scheduling for the individual worker use of educational leave time. It is understood that the department has the authority to approve all voluntary attendance at Inservice Training Programs.
7. If the educational leave falls on the worker's day off, the worker shall select one of the following:
  - a. The day will be charged to educational leave and the worker will have a day added to her/his vacation balance, or
  - b. The day will be charged to educational leave and the worker will be given another day off during the pay period, or
  - c. The day will not be charged to educational leave.



## APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

8. Participation in this Educational Leave Program shall not alter the worker's right to benefits included in the Educational Leave and Tuition Reimbursement Section of the master agreement.

### b) **Inservice Training Programs**

The Santa Clara Valley Medical Center will continue to provide and maintain Inservice Programs. The current programs and programs developed by management in the future will be provided for LVN's, HSA's I and II, and E. R. Technicians, including the following:

1. Provide an organized plan of orienting all new workers to the objectives, policies, goals, and procedures of the hospital and/or of nursing service, as appropriate, at regularly scheduled intervals.
2. Provide an organized plan of orienting all workers to the job descriptions, responsibilities, and work assignments for their classification, at regularly scheduled intervals.
3. Keep the staff abreast on a continuing basis of new and expanding health care programs and of new techniques, equipment, facilities and concepts of care.
4. Each worker must complete both (1) and (2) above before being permanently assigned to a unit and shift. Until completion of the formal orientation, the worker will be considered as still in a structured learning experience and not part of the unit's regular staff.

### **E.8 - Weekend Off Provision**

- a) The following weekend off provisions shall apply, during the term of this Agreement, to all County workers in the classifications of Licensed Vocational Nurse, Hospital Services Assistant I and II, Respiratory Care Practitioner, Central Supply Assistant, Central Supply Technician, Nursing Attendant, Dietitian I and II, Recreation Therapist, Recreation Therapist I and II, Recreation Therapy Assistant, Urology Technician, Psychiatric Technician, Rehabilitation Counselor in Acute Services, Medical Assistant, Unit Support Assistant and E. R. Technician.
  1. The County will attempt to grant every other weekend off and each worker will not be required to work more than two (2) consecutive weekends, nor more than twenty-six (26) weekends per year. Every effort will be made on a unit-by-unit basis to require fewer weekends per year.
  2. If the County requires a worker to work more than two (2) consecutive weekends, or more than twenty-six (26) weekends per year, the worker will receive time and one-half for work in excess of that required. These



## APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

penalties shall not be duplicated for the same weekend worked. Work as used in this section shall mean productive time.

3. Weekend work assignments shall be prorated for all newly coded workers and for any worker who is off the payroll due to an authorized leave of absence.
4. The above weekend off provisions may be waived on the written request of the individual worker.

### **E.9 - Float Differential**

- a) Each LVN and Hospital Services Assistant will only float within like areas as follows:
  1. Medical-Surgical Units  
(4 West, 3C, 4C, Neurosurgery)
  2. Newborn Intensive Care Unit  
Pediatrics  
Pediatric Intensive Care Unit  
Mother Infant Care Center (MICC)
  3. Surgical ICU  
Medical ICU  
TCU 4 Main  
Cardiac Care Unit  
Burn Intensive Care Unit
  4. Rehabilitation Unit 1 (1C)  
Rehabilitation Unit 2 (2C)  
*Rehabilitation TCU*
  5. Labor  
Delivery  
Pep Lab
  6. Operating Room (relief only)  
Recovery Room (relief only)
  7. OPD  
Clinics
  8. E.R. (Not to float except in an emergency)
- b) If a float assignment outside like areas is necessary, management shall attempt to send volunteers from the unit to be floated from, prior to making an involuntary



## APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

assignment. If an LVN, or Hospital Services Assistant is required to float outside of one of the like areas, she/he shall receive eight dollars (\$8.00) per full shift or eighty cents (\$0.80) per hour for less than a full shift for such assignment. An LVN, or Hospital Services Assistant who requests to float in order to broaden her/his experience may put her/his name on a list, maintained in the Nursing Office, indicating where she/he requests to float. In this case, a differential shall not be paid.

- c) This section will not apply when one of the units is temporarily closed.
- d) Except in emergencies, (defined as a situation when reasonable efforts to float from like areas fail), no LVN, or HSA will be assigned to an area without having adequate orientation to that area. Adequate orientation will be determined by the Director of Nursing, who upon request, will review the orientation plan for an area with the Union.
- e) If Nursing Administration creates new nursing areas during the term of this Agreement, management and the Union shall meet and confer regarding their allocation to appropriate like areas as defined in this section.

### **E.10 - O.R. Technician Call Back Pay Option**

If permitted by State and Federal Law, the O.R. Technician may elect to receive compensatory time off credit in lieu of cash compensation for call-back time worked.

An O.R. Technician shall be granted a day charged to vacation, leave without pay, or compensatory time if permitted by State and Federal Law, on his/her normal workday following five (5) or more hours of call-back time.

### **E.11 - Professional Performance Committee**

Valley Medical Center Licensed Vocational Nurses shall have the right to have three (3) representatives serve on the Hospital's Nursing Professional Performance Committee. One (1) representative shall be from the Medical-Surgical area, one (1) from either Critical Care or OPD, and one (1) from either Rehab or Maternal Child Health. The representative will be elected from the LVN's in each area and shall attend meetings on release time.

### **E.12 - Safety Retirement**

Workers in the classifications of Probation Counselor and Probation Assistant shall remain within the Safety Retirement System. Effective July 12, 1999, the County shall pay on behalf of the worker seven percent (7%) of the actual base salary for the required worker contribution to PERS.

Workers in the classifications of Welfare Investigator and Welfare Investigator Specialist in the District Attorney's Office shall be enrolled in the Safety Retirement System. The County shall pay on behalf of the worker eight and one-half percent (8.5%) of the actual



## APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

base salary for the required worker contribution to PERS, and it shall be reflected as part of the effective wage.

### **E.13 - Professional Pharmacy Practices Committee**

The Santa Clara Valley Health and Hospital System Professional Pharmacy Practices Committee (PPPC) shall be composed of Pharmacists employed by the hospital. The Committee shall have one (1) Pharmacist representative from the VMC Outpatient Pharmacy, two (2) representatives from the VMC Inpatient Pharmacy, and one (1) representative from the Mental Health Pharmacy. Upon request, one (1) representative from the institutions and one (1) representative from Public Health will be added to the committee.

The PPPC shall act as an advisory body to Pharmacy Services and the Santa Clara Valley Health and Hospital System administration. Meetings will be held as needed, up to four times a year, and will last for sixty (60) minutes, or for a longer time period if agreed upon by the Pharmacy Director.

The Director of Pharmacy or his/her representative will meet with the PPPC at their regularly scheduled meeting if the Committee requests their attendance. Committee members who attend the meeting during their regularly scheduled shift will be granted release time to attend meetings.

The Pharmacy administration shall respond to all written requests and recommendations of the Committee within thirty (30) working days of receipt.

The PPPC shall not involve itself in grievances or appeals of any kind. The objective of the PPPC is to provide a forum for discussion focused on professional pharmacy issues.

### **E.14 - Communications Dispatcher Differential**

Communications Dispatcher II's when assigned to instruct Communications Dispatcher I's on a one-to-one basis on the consoles will receive a differential of one dollar and twenty-five cents (\$1.25) per hour.

### **E.15 - After-Hours Telephone Call Pay**

Workers in the classification of Deputy Public Guardian, Estate Administrator and Deputy Public Guardian/Investigator who respond to County Communications telephone calls without having to return to a recognized work area shall be credited with twenty-four (24) minutes for each after-hour telephone call, or the actual time spent, whichever is greater.

After-hours telephone call pay is subject to all provisions of Article 8, Section 2 - Overtime Work.



## APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

### **E.16 - Educational Certification Maintenance - Assessor**

The County agrees to provide time without loss of compensation and benefits for workers to participate in educational courses, seminars, inservice training and workshops identified and required to maintain certification.

Participation in the Certification Maintenance Program shall not alter the right to benefits included in the Educational Leave and Tuition Reimbursement Section of the Master Agreement.

### **E.17 - Educational Release Time**

Community Worker classes of Public Health Community Specialist, Mental Health Community Worker, Probation Community Worker, Public Health Assistant and Community Worker shall be allowed release time per week as provided below:

<b>Contact Hours of Class</b>	<b>Travel and/or Study Time</b>	<b>Total Release Time Allowed</b>
1	1	2
2	1	3
3	1	4
4	1	5
5	1	6
6	1	7
7	1	8
8	1	9
9	1	10

Release time will be permitted for the purpose of taking courses required for the obtainment of a Bachelors degree in a field related to the worker's goal. Provisions of this section shall apply only to those workers who do not possess a Bachelors degree.

Evidence of completion of courses shall be required. If a worker drops (a) class(es), she/he shall immediately readjust work hours to conform to the above release time schedule.

Workers in the classifications of Public Health Community Specialist, Mental Health Community Worker, Probation Community Worker, Public Health Assistant and Community Worker will be eligible to utilize Section 12.8 "Educational Leave and Tuition Reimbursement" for non-Bachelor's degree courses. The total monetary amount will not exceed the maximum individual cap under Article 12.8 or E.19, whichever is greater, during a fiscal year.

### **E.18 - Inservice Training**

Departments to which Community Workers, Public Health Community Specialist, Mental Health Community Workers, Probation Community Workers and Public Health



## APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

Assistants are assigned agree to provide those workers a minimum of ten (10) hours formal inservice training annually to be implemented pursuant to E.19.

### **E.19 - Education Reimbursement**

The educational reimbursement fund shall be administered by the Employee Services Agency for workers in the Community Worker classifications pursuant to E.17. The amount of the fund shall be four thousand two hundred fifty dollars (\$4,250) in FY04-05 and FY05-06. A maximum of three hundred twenty-five dollars (\$325) per semester shall be allotted to those attending four (4) year schools and two hundred fifty dollars (\$250) for those attending two (2) year schools, to a maximum of six hundred fifty dollars (\$650) per year per worker.

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

- a) Deduction in full from his/her last paycheck if the worker voluntarily resigns County employment prior to the completion of the course.
- b) Deduction in the amount of twenty-five dollars (\$25.00) per pay period for full reimbursement if a worker does not complete the course. This provision may be waived by the Director of Personnel under unique or emergency circumstances.

### **E.20 - Alternately Staffed Community Worker Positions**

A promotional rating form shall be deemed an appropriate qualifying examination for promotions from Community Worker to alternately staffed classifications of Mental Health Community Worker, Probation Community Worker and Public Health Assistant.

### **E.21 - Ordinance Footnotes**

As a result of a future classification study, these sections may be abolished or amended by the County after following the appropriate meet and confer requirements of Article 22.

#### **1. Respiratory Care Practitioner Relief Differential**

An incumbent in the class of Respiratory Care Practitioner when assigned as the relief supervisor shall receive an additional one dollar and seventy cents (\$1.70) per hour over that specified for regular positions in this class.

#### **2. Veteran Services Representative II Lead Differential**

One Veteran Services Representative II when assigned to perform full range of lead duties shall be paid a flat rate differential of thirty-one dollars (\$31.00) biweekly over that specified for regular positions in this class.

#### **3. Senior Laboratory Assistant Lead Differential – Public Health**

When assigned to function in a lead capacity over other Senior Laboratory Assistants in addition to performing regular Senior Laboratory Assistant duties, one Senior Laboratory Assistant position in the Public Health Laboratory will be



## APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

compensated at approximately five percent (5%) per pay period based on the third step of the range for Senior Laboratory Assistant over that specified for regular positions in this class.

### 4. **Central Supply Technician Lead Pay**

Incumbents in the classification of Central Supply Technician who are assigned to perform lead duties shall be paid a differential at a rate approximately five percent (5%) higher than that specified for regular positions in this class.

### 5. **Central Permit Differential**

Positions in the Department of Planning and Land Development assigned to the Central Permit Office and recommended by the Land Development Coordinator and approved by Personnel as competent in all five disciplines (Sanitation, Building Inspection, Engineering, Planning, Fire Marshal) shall be paid a differential in the amount of seventy dollars (\$70.00) bi-weekly when so assigned.

### 6. **Dental Assistant Differential**

Incumbents in Dental Assistant positions shall be paid a flat rate differential of thirty-one dollars and fifty cents (\$31.50) per bi-weekly pay period when assigned the following responsibilities:

- a. Insure continuity in delivery of dental clinic(s) services;
- b. Orient newly hired professional staff to dental clinic(s) and applicable hospital policy and procedures;
- c. Provide lead supervision over extra-help or student intern paraprofessional workers in dental clinic(s);
- d. Solicit job applications, interview, and recommend hiring of extra-help dental clinic paraprofessional personnel; AND/OR act as a resource person relative to dental clinic(s) program development or coordination with outside groups.

This differential shall exclusively apply at a given time to no more than one position stationed at the Valley Medical Center and to no more than one position stationed in the Detention Facilities.

### 7. **Library Assistant I/II Charge Differential**

Incumbents in the class of Library Assistant I/II when in charge of a library facility, shall receive seventy-eight cents (\$0.78) per hour as the total premium payment for each hour worked.



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8. **Urology Technician Lead Differential**

One incumbent in the class of Urology Technician at Valley Medical Center when assigned to perform the full range of lead duties on a p.m., night, or weekend shift shall receive additional compensation at a rate of fifty-five cents (\$0.55) an hour higher than that specified for regular positions in this class.

9. **Information Systems Technician Lead Differential**

When assigned a full range of lead duties, the incumbent on one Information Systems Technician position shall be compensated at the flat rate of sixty cents (\$0.60) per hour for each hour actually worked.

10. **Night Attendant Lead Differential**

Incumbents in the position of Night Attendant when designated to perform the full range of lead duties at a minimum security facility shall receive a differential of forty-three cents (\$0.43) for each hour actually worked.

11. **Agricultural Biologist Lead Differential**

When assigned a full range of lead duties, one incumbent Agricultural Biologist III located at the Berger Drive facility shall be compensated at the flat rate of fifty-six cents (\$0.56) per hour for each hour actually worked.

12. **Mental Health/Alcohol & Drug Lead Differential**

Employees in designated positions in the classes of Clinical Psychologist, Marriage & Family Therapist, Occupational Therapist, Psychiatric Social Worker, Rehabilitation Counselor, Psychiatric Technician, Mental Health Community Worker and Community Worker, who perform lead duties shall receive eighty-seven dollars (\$87.00) additional compensation each biweekly pay period provided they are:

- a) Assigned to a Community Mental Health Center, a unit in the Continuing Care Program in the Mental Health Department or the Alcohol and Drug Department; and are
- b) Assigned to "lead" a functional unit as defined by the Mental Health Department or Alcohol and Drug Department and approved by the County Executive.

13. **Employment Counselor, Employment Analyst and Employment Technician Lead Differential**

Incumbents in the classes of Employment Counselor, Employment Analyst, and Employment Technician when assigned and performing the full range of lead duties, shall be compensated with a differential at a rate of ninety-three cents (\$0.93) per hour.



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### 14. **Senior Laboratory Assistant Differential**

Incumbents in the class of Senior Laboratory Assistant, when assigned on PM's, nights, weekends or holidays in the Valley Medical Center Laboratory shall be paid forty-four cents (\$0.44) per hour above the normal rate for this class based on responsibility for admitting blood and urine samples.

### 15. **Anesthesia Technician Lead Differential**

When assigned the full range of lead responsibilities, one Anesthesia Technician position in Valley Medical Center Anesthesia Department shall be compensated at the flat rate of sixty-five cents (\$0.65) for each hour actually worked.

### 16. **Forensic Pathology Technician Lead Differential**

One position in the class of Forensic Pathology Technician will be paid a differential of approximately five percent (5%) (one full salary range) when assigned lead responsibilities over other positions in this class.

### 17. **Deputy Public Guardian Lead Differential**

An incumbent of this classification shall receive sixty-eight dollars (\$68.00) above the normal specified biweekly rate for this class when assigned to perform lead worker duties, provided such assignment has been made in writing by the Public Administrator and approved by the Social Services Administrator.

### 18. **Security Guard Lead Differential**

Up to seven (7) Security Guards in the Santa Clara Valley Health & Hospital System and up to two (2) Security Guards in the Social Services Agency when assigned and performing the full range of lead duties shall be compensated at the flat rate of ninety-five cents (\$0.95) per hour for each hour actually worked.

### 19. **Probation Assistant III/ Lead Differential**

Incumbents in the classification of Probation Assistant III/ when designated to perform the full range of lead duties at a minimum security facility shall receive a differential of forty-eight cents (\$0.48) for each hour actually worked.

### 20. **Pharmacy Technician Advanced Admixture Duties Differential**

When assigned advanced admixture duties Pharmacy Technician positions in the Department of Pharmacy at VMC shall be compensated with a differential at the flat rate of ninety-five cents (\$0.95) for each hour actually worked.

## **E.22 - County Communications - Stress Management Training**

Workers in the Communications Dispatcher series will be provided a minimum of four (4) hours of stress management training on County time each fiscal year for the term of the Contract. Prior to training, the instructor selected by the County will meet with two (2) workers selected by the Union to discuss the format and content of the training. The schedule for such training shall be provided to the workers no less than forty-five (45) days in advance of the next scheduled session(s).



## APPENDIX E – ADMINISTRATIVE, PROFESSIONAL & TECHNICAL UNIT

### **E.23 - County Communications - Split Codes**

For the term of this Agreement, the Communications Director agrees to maintain three (3) split codes.

It is understood that more split codes may be established subsequently if requested by the workers and approved by the Communications Director.

### **E.24 - Children's Counselor Training**

Children's Counselors at the Children's Shelter will be provided a minimum of four (4) hours of work related training on County time each fiscal year for the term of the Contract. Prior to training, the instructor selected by the County will meet with two (2) workers selected by the Union to discuss the format and content of the training. The schedule for the training shall be provided to the workers no less than forty-five (45) days in advance of the next scheduled session(s).

### **E.25 - Dietetic Technician Meal Allowance**

Dietetic Technicians assigned to Valley Medical Center are entitled to free meal privileges for those meals that occur during their prescribed work schedule.

### **E.26 - Liability Protection**

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

### **E.27 – Pharmacist Night Shift Differential**

Pharmacists assigned to the night shift in accordance with the provisions of Section 8.9 b) of the master agreement shall be compensated at the rate of five dollars (\$5.00) per hour for each hour worked in place of the rate paid for night shift differential in Section 8.9 b).

DATED: Original dated February 2, 2000

SANTA CLARA COUNTY  
NEGOTIATING COMMITTEE

ADMINISTRATIVE, PROFESSIONAL  
AND TECHNICAL UNIT  
SEIU LOCAL 715, AFL-CIO

Signatures on file, or see contract printed in 2000 for signatures



## APPENDIX F – ENVIRONMENTAL HEALTH UNIT

### F.1 - Salaries

The following salaries will be in effect as noted:

Class Code	Class Title	June 21, 2004 Range	June 20, 2005 Range
V17*	Environmental Health Services Trainee	454	454
V16*	Environmental Health Specialist	505	505
V18*	Senior Environmental Health Specialist	525	525

\* Probationary period of 25 complete pay periods.

### F.2 - Exclusions from the Master Contract

The following provisions of the Master Contract are not applicable to the Environmental Health Unit:

Section 3.3	Reallocations
Article 5	Layoff – Sections 5.1, 5.2
Section 6.3	Personnel Files
Section 6.6	Counseling and Unfavorable Reports
Section 7.2	Basic Pay Plan
	a) Step One: "Difficult-to-secure" clause
Section 7.4	Part-Time Work
Section 7.5	Work Out of Classification
Section 8.1	Hours of Work
Section 8.8	Call-Back Pay
Section 8.13	Voluntary Reduced Work Hours Program
Section 10.2	Observance [of Holidays]
Section 10.3	Holiday Work
Article 11	Vacations
Section 12.1	Personal Business/Belief Days
Section 12.2	Sick Leave
Section 12.8	Educational Leave and Tuition Reimbursement
	a) Fund
	d) Reimbursement
Section 12.10	Bereavement Leave
Section 12.11	State Required Continuing Education and Licensure Fund
Section 13.1	Worker's Compensation
	d) Treatment Following Return From Leave
Article 19	Classification

### F.3 - Seniority Defined

Except as otherwise provided in Section F.4 of this Agreement, seniority for purposes of layoff is defined as days of accrued service within any coded classification with the County. Days of accrued service shall be the number computed and reported on the



## APPENDIX F – ENVIRONMENTAL HEALTH UNIT

worker's paycheck. For layoff purposes, all time on Worker's Compensation, Maternity Leave and Military Leave shall be added to this computation.

### **F.4 - Transfer of Prior Agency Service**

If a function of another agency is transferred to the County, the seniority of workers who transfer with the function shall be computed, based upon application of the definition of Section F.3, to each worker's prior service with the other agency.

### **F.5 - Personnel Files**

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 their personnel file or authorize review by their representative. No material will be inserted into the employee's personnel file without prior notice to the worker.

Notice of Suspension, Notice of Probationary Release, Notice of Demotion and Notice of Termination shall become part of a worker's permanent personnel file.

### **F.6 - Progressive Discipline Steps**

Progressive discipline is the appropriate method to deal with work performance and/or conduct. The steps for progressive discipline are listed in this section and Sections 6.4 and 6.5 of the Master. Applicable steps are determined on a case-by-case basis.

#### **a) Step 1 - Counseling**

In the event that a worker's performance or conduct is unsatisfactory or needs improvement, informal verbal or written counseling shall be provided by the worker's lead or first-line supervisor. Documentation of such counseling may be given to the worker at the time of the counseling and will not be placed in the worker's personnel file.

#### **b) Step 2 - Unfavorable Reports**

If a worker's performance or conduct does not improve and disciplinary action could result, a written report may be prepared by the supervisor including specific suggestions for corrective action, if appropriate. A copy shall be given to the worker and a copy filed in his/her personnel file. The worker may attach a written response to the report for inclusion in their personnel file. Unfavorable reports shall be removed from the file after two (2) years if no further report has been issued during the intervening period. Reports involving charges listed in A25-301(a)4 "Brutality in the performance of duties" and (b)2 "Guilty of immoral conduct or a criminal act" shall not be removed from the file.

### **F.7 - Basic Pay Plan - Step One**

The first step in each range is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or a person of unusual qualifications is engaged, the Director, with the approval of the County Executive, may approve appointment at the second or third step, and with approval of the Board of Supervisors at the fourth or fifth step.



## APPENDIX F – ENVIRONMENTAL HEALTH UNIT

### F.8 - Part-Time Salaries

#### a) **Salary Ranges**

The salary ranges are for full-time service in full-time positions, and are expressed in dollars per the number of working days in a biweekly pay period. If any position is established on any other time basis, the compensation for such position shall be adjusted proportionately.

#### b) **Benefits**

Workers filling part-time positions of half-time or more who elect to be covered by the County's insurance package (health/dental/life) shall authorize a payroll deduction for the appropriate prorated cost.

### F.9 - Work Out of Classification

a) If management determines it is necessary to have a worker temporarily work in a higher classification, the worker will receive a pay differential consistent with the promotional pay procedure in Section 7.3 of the Master, commencing on the first (1st) complete working day of the work out of class appointment.

b) A worker temporarily assigned work out of classification shall receive the pay for:

1. Holidays when the worker is assigned work out of classification the day prior to and following the holiday.
2. Sick leave absences when the worker is assigned work out of classification and while absent is not relieved by the incumbent or by another worker assigned work out of classification in the same position.

### F.10 - Hours of Work

a) Ten (10) 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.

#### b) **4/10/40 Work Week**

The parties agree that the four-day forty-hour workweek presently enjoyed by the workers of this unit will continue for the term of this Memorandum. During the term of this Memorandum if schedule changes are proposed, parties recognize that such proposals are proper subjects for meeting and conferring at the agency level.

### F.11 - Call Back Pay

If overtime work does not immediately follow or precede the regular work shift, a minimum of two (2) hours call back time shall be credited the worker. Workers will be credited for each call back during a scheduled shift. Call back pay is subjected to all provisions of Article 8, Section 8.2, Overtime Work.



## APPENDIX F – ENVIRONMENTAL HEALTH UNIT

### F.12 - Voluntary Reduced Work Hours

- a) The County agrees to establish a Voluntary Reduced Work Hours Program 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.
- b) Workers may elect a two and one-half percent (2 1/2%), five percent (5%), or ten percent (10%) 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 - March and September. 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.
- d) 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.
- e) 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.
- f) It is understood by the County that due to this Program there may be lower levels of service.
- g) 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.
- h) Full and timely disclosure of actual sign-ups and any analysis developed will be made available to both the County and the Union.
- i) 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, unit, sideletter agreements, etc.

### F.13 - Holidays

#### a) Observance

Workers shall enjoy the same number of holidays, regardless of variations in workweeks. Holidays which fall on Sunday are observed on the following Monday. Holidays which fall on Saturday shall be observed on the preceding Friday. Holidays which fall during a vacation period or when a worker is absent



## APPENDIX F – ENVIRONMENTAL HEALTH UNIT

due to illness shall not be charged against the worker's STO or sick leave balance.

**b) Holiday Work**

If a worker works on a holiday as specified in Section 10.1, they shall receive straight time pay. If a worker uses STO on a holiday as specified in Section 10.1, STO will be charged as ten (10) hours.

**F.14 - Scheduled Time Off**

The parties have agreed to a scheduled time off program which covers all former paid leave.

**a) STO Bank Accrual**

Each worker shall be entitled to annual Scheduled Time Off. Scheduled time off is earned on an hourly basis. For purposes of this section, a day is defined as eight (8) work hours. The accrual schedule shall be as follows:

SERVICE YEARS & WORK DAY EQUIVALENT	TOTAL YEARLY ACCRUAL IN WORK DAYS	ACCRUAL FACTOR PER HOUR	HOURLY ACCRUAL FACTOR PER PP	MAXIMUM* ALLOWABLE BALANCE
1st year 1st through 261 days	31 (19 + 12)	119230	9.538	69 work days
2nd through 4th year 262 through 1044 days	33 (21 + 12)	.126923	10.153	75 work days
5th through 9th year 1045 through 2349 days	37 (25 + 12)	.142307	11.384	87 work days
10th through 14th year 2350 through 3654 days	39 (27 + 12)	.150000	12.000	93 work days
15th through 19th year 3655 through 4959 days	41 (29 + 12)	.157692	12.615	99 work days
20th and thereafter 4961	43 (31 + 12)	.165384	13.230	105 work days

\*Base (includes one additional day) plus twelve holidays.



## APPENDIX F – ENVIRONMENTAL HEALTH UNIT

### b) **Pre-Scheduled Usage**

Scheduled Time Off may be used for any lawful purpose by the worker; the time requested shall require the approval of management with due consideration of worker convenience and administrative requirements.

### c) **Scheduled Time Off Bank Carry Over**

In the event the worker does not take all the scheduled time off to which entitled in the succeeding twenty-six (26) pay periods, the worker shall be allowed to carry over the unused portion, provided that the worker may not accumulate more than three (3) years' earnings except:

1. When absent on full salary due to work-related compensation injury which prevents the worker reducing credits to the maximum allowable amount, or
2. In the case of inability to take paid time off because of extreme emergency, such as fire, flood or other similar disaster, an additional accumulation may be approved by the County Executive.

### d) **Scheduled Time Off Bank Pay-Off**

Upon termination of employment a worker shall be paid the monetary value of the earned Scheduled Time Off balance as of the actual date of termination of employment.

## **F.15 - Sick Leave Bank Accrual**

### a) **Sick Leave Bank Accrual**

Each worker shall be entitled to an annual sick leave bank accrual. Sick leave is accrued on an hourly basis and computed at the rate of sixty-four (64) hours per year and may be accrued without limitation. The accrual factor per hour is .030651 and the accrual factor per full pay period is 2.462.

### b) **First Day Usage**

For each approved absence due to personal illness, bereavement, or any other reason (applies to all leaves for which sick leave was formerly used), an amount equal to one (1) full shift (eight hours, ten hours, twelve hours, etc.) shall be charged to the STO bank or if the STO bank is exhausted to Leave Without Pay. Absences due to verified personal illness beyond the amount equal to one (1) full shift shall be charged to the Sick Leave Bank. Such sick leave bank usage must be approved by management.

### c) **Family Care Usage**

A worker who has acquired a sufficient right to sick leave with pay may be granted permission to use same not to exceed three (3) working days of such leave in order to care for a sick or injured member of the worker's immediate family requiring care, however, the initial period of time granted, up to one full shift, must be charged to the STO bank. The second and third day shall be



## APPENDIX F – ENVIRONMENTAL HEALTH UNIT

charged to sick leave if necessary. "Immediate family" shall mean the mother, father, stepparent, grandmother, grandfather of the worker or of the spouse of the worker and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the worker or any person living in the immediate household of the worker.

d) **Doctor's Notes**

Request for sick leave with pay in excess of three (3) working days must be supported by a statement from an accredited physician. Management may require such a supporting statement for absences less than three (3) days.

e) **Bereavement Leave**

Leaves of absence with pay shall be granted workers in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, stepparent, grandmother, grandfather, son or daughter of the worker or of the spouse or domestic partner (as defined by Article 13) of the worker and the spouse, \*domestic partner (as defined by Article 13) son-in-law, daughter-in-law, brother or sister of the worker or any person living in the immediate household of the worker. Up to five (5) days with pay shall be granted, with three (3) days chargeable to sick leave as the third through the fifth day, if necessary. The third day or up to one (1) full shift, must be charged to STO.

f) **Medical and Dental Appointments**

A worker shall be allowed on an annual basis to charge up to twenty-four (24) hours directly to the sick leave bank for the purpose of medical and dental appointments.

g) **Sick Leave Bank Pay Off**

Upon death, retirement or resignation in good standing, an employee shall be paid for any balance in the sick leave bank at the following rate.

<b>Days of Service</b>	<b>% Paid at</b>
0 through 2610	0%
2611 " 2871	20%
2872 " 3132	22%
3133 " 3393	24%
3394 " 3654	26%
3655 " 3915	28%
3916 " 4176	30%
4177 " 4437	32%
4438 " 4698	34%
4699 " 4959	36%
4960 " 5220	38%
5221 " 5481	40%
5482 " 5742	42%



## APPENDIX F – ENVIRONMENTAL HEALTH UNIT

5743	"	6003	44%
6004	"	6264	46%
6265	"	6525	48%
6526	"	accumulation	50%

### h) **Reinstatement Pay Back**

Workers receiving a sick leave bank payoff in accordance with Section (g) may, if reinstated within one (1) year, repay the full amount of sick leave bank payoff received and have the former sick leave bank balance restored. Repayment in full must be made prior to reinstatement.

### i) **STO Cash Out**

1. Workers who use no sick leave for a period of one year beginning pay period 04/01, December 22, 2003, shall be allowed to cash out up to forty hours of STO with an option to cash out an additional thirty-two (32) hours of STO for trading in thirty-two (32) hours of STO and eight (8) hours of sick leave. Eligible workers shall submit their request to Labor Relations during the month of January.
2. Workers who use no sick leave for a period of one year beginning pay period 05/01, December 20, 2004, shall be allowed to cash out up to forty hours of STO with an option to cash out an additional thirty-two (32) hours of STO for trading in thirty-two (32) hours of STO and eight (8) hours of sick leave. Eligible workers shall submit their request to Labor Relations during the month of January.

## **F.16 - Educational Leave and Tuition Reimbursement**

### a) **Fund**

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.

### b) **Reimbursement**

Total reimbursement for each worker participating in the program will not exceed six hundred twenty dollars (\$620.00) per fiscal year. Mileage and subsistence will not be authorized unless the training is required of the worker. Within the limits, workers shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made.

## **F.17 - Professional Development Allowance**

- a) The County will fund, on a matching basis, up to six thousand dollars (\$6,000.00) annually for the term of this Agreement for individual professional development. This amount is over and above the tuition reimbursement program.



APPENDIX F – ENVIRONMENTAL HEALTH UNIT

- b) For purposes of this provision "programs" shall be defined as conferences, workshops or seminars which are technical or professional in nature and are of direct and immediate benefit to the worker's performance of his/her job.
- c) Matching for expenses to be on a fifty-fifty (50/50) basis for individual programs. Total reimbursement for each employee participating in the program will not exceed three hundred twenty five dollars (\$325.00) per fiscal year.
- d) Release time may be provided for such programs if approved by the department.
- e) Programs selected by individuals are to have dollar and time limits per worker which must be approved by the division and agency head.
- f) The general criteria for approval of individual programs will be established by the department. The department will be responsible for administering the program, including the selection of programs and approval of programs selected by individuals.

**F.18 - State Mandated Registration**

The County agrees to reimburse ninety-two dollars (\$92) per worker towards State Mandated Registration renewal.

DATED: Original dated February 2, 2000

SANTA CLARA COUNTY  
NEGOTIATING COMMITTEE

ENVIRONMENTAL HEALTH UNIT  
SEIU LOCAL 715, AFL-CIO

Signatures on file, or see contract printed in 2000 for signatures



## APPENDIX G – EMPLOYEE ASSISTANCE PROGRAM

This Agreement represents the results of meeting and conferring in good faith between the County of Santa Clara and Locals 715 and 535, SEIU, AFL-CIO pursuant to Article 12, Section 12.9 and Article 13, Section 4 of the current Memoranda of Agreement between the County and Locals 715 and 535, respectively.

It is understood that materials/leaflets/news releases, etc., relating to this program will be developed jointly between County and the Unions.

The elements of this program are: (1) a Policy Statement, (2) a Referral Procedure, and (3) a Program Structure. Such elements are described below.

### a) **Policy Statement**

1. The County of Santa Clara recognizes alcoholism, alcohol abuse and other health and behavioral problems as treatable conditions.
2. A County worker having these conditions will be given the same consideration and offer of assistance presently extended to workers having any other illness.
3. The social stigma associated with alcoholism and alcohol abuse has no basis in fact. It is expected that a County-wide enlightened attitude and a realistic acceptance of these conditions will encourage workers and members of their immediate families who suspect that they have a problem, even in the early stages, to take advantage of the diagnostic, counseling and treatment services available through this Program.
4. The County is concerned with a worker's use of alcohol and with other health and behavioral problems only when they affect his/her job performance.
5. It will be the responsibility of the County to implement this policy, and to follow the procedures assuring that no worker's request for assistance will jeopardize his/her job security or promotion opportunities.
6. It is recognized that, for purposes of this Program, supervisors do not have the qualifications or the responsibility to make any diagnosis or judgment as to whether or not a worker is an alcoholic or has any other health or behavioral problem. Supervisors' responsibilities are limited to assessing job performance and initiating the corrective action appropriate to that level of job performance.
7. Employee Assistance Program records will be kept strictly confidential. Any identifying information about any worker will be given out only with the written approval of the worker.

## APPENDIX G – EMPLOYEE ASSISTANCE PROGRAM

8. County workers and members of their immediate families who suspect that they have an alcohol or other health or behavioral problem, even in the early stages, are encouraged to seek confidential assistance by contacting the designated program personnel or any appropriate public or private service provider.
9. Implementation of this policy will not require, or result in, any special regulations, privilege or exemptions from the standard administration practices applicable to job performance requirements.
10. Performance problems will be handled in accordance with established County and Merit System procedures and labor-management agreements. Alcoholism, drug or other personal problems will not be an acceptable reason for lowering job performance standards.
11. Workers who participate in counseling, diagnosis, or treatment may, at their request, use accumulated sick leave, vacation leave, and compensatory time while away from work for such a purpose. Leave of absence without pay, depending upon departmental policies and labor-management agreements, may also be used for these purposes.

A prime objective of this policy is to retain workers who may have or develop alcoholism or drug dependency by helping them to arrest its further advance before the condition renders them unemployable.

### b) **Referral Procedure**

These procedures should be followed even when alcohol or other personal problems are obviously involved in the poor work performance. The objectives are:

1. To establish uniform handling of troubled workers, and
2. To reduce or eliminate poor work performance associated with alcohol or other personal problems.

Job performance issues should generally be resolved in the most informal way possible. Where such problems cannot be so resolved, action that you will take is governed by the following procedures. It is suggested that you determine a course of action based on the observed problems by consulting with your supervisor.

- Step 1.** Conduct at least one informal interview where the problems are discussed with the worker and alternatives for correction are identified. The supervisor must decide what is the next step. This may include nothing if the worker refuses to admit a need for change or it may



## APPENDIX G – EMPLOYEE ASSISTANCE PROGRAM

include some very intricate program involvement. The Employee Assistance Program should be offered as a source of help. Assure the worker of the confidentiality of the program and his/her involvement in it. Suggest that if the worker has any questions or doubts about the E.A.P., that he/she discuss it with his/her steward, and provide the worker with Union and E.A.P. leaflets.

A reasonable amount of time should be allowed for correction of the performance deficiencies.

Continue to monitor performance.

- Step 2.** Conduct a formal interview if there is continued poor performance. Discuss the problems and changes needed in job performance.

Establish what the outcome will be if the changes do not occur; that is, advise the worker of disciplinary proceedings which will follow should he/she not improve his/her performance. Encourage the worker to call the Employee Assistance Program and make an appointment. Re-emphasize to the worker the confidentiality of the Program and provide the worker with Union and E.A.P. leaflets. Suggest that if the worker has any questions or doubts about the E.A.P. that he/she discuss it with his/her Steward. Prepare a written report of the interview in accordance with established procedures.

Continue observation of performance, documenting changes, if any, and informally discuss such observations with worker.

- Step 3.** If job performance does not improve, conduct an additional formal interview. Carry out the disciplinary action specified in the last formal interview. Advise of further action if improvement in job performance does not occur. Again, offer referral to the Employee Assistance Program. Re-emphasize confidentiality of the Program. Suggest that the worker discuss it with his/her Steward. Prepare a written report of the interview in accordance with established procedures. Work out with worker a timetable for improvement in job performance.

Continue observation.

If no changes occur, institute discipline as appropriate.

c) **Program Structure**

The Employee Assistance Program of the County of Santa Clara will have a structure which recognizes the joint interests of Management and Labor in the carrying out of the Program and in monitoring the Program to assure success.

## APPENDIX G – EMPLOYEE ASSISTANCE PROGRAM

The structure of the Program involves two significant elements: (1) E.A.P. Coordinating Counselor and (2) E.A.P. Coordinating Committee.

The roles of each element are as follows:

1. **E.A.P. Coordinating Counselor**

Subject to general supervision and monitoring by the E.A.P. Coordinating Committee.

- Acts as a primary developer of treatment resources
- Acts as a primary liaison with treatment resources
- Coordinates training of supervisors and Stewards
- Coordinates all other aspects of the Program
- Reports to and provides information for the E.A.P. Coordinating Committee
- Acts as the primary counseling and referral agent for the Program

2. **E.A.P. Coordinating Committee**

The Employee Assistance Program Coordinating Committee would consist of one member designated by each Union desiring to do so, and a number of members designated by the County Executive, not to exceed the number of Union members.

The functions of the Coordinating Committee would be as follows:

- To monitor the overall Program
- To develop and implement evaluation procedures
- To review complaints (case problems, failures, discuss possibilities)
- To evaluate staff performance
- To provide general program direction to the Coordinating Counselor
- To approve Steward and supervisor training program

The Coordinating Committee would meet at least monthly and more frequently as necessary. Release time would be provided for such meetings.



## APPENDIX G – EMPLOYEE ASSISTANCE PROGRAM

The Coordinating Counselor would be a full-time administrative position in the Bureau of Alcoholism Services reporting directly to the Director of Alcoholism Services, but generally supervised by the E.A.P. Coordinating Committee.

**Location** - The geographic location of the Program should be a neutral location and definitely not a Union Office, the Personnel Office or the Bureau of Alcoholism Services. In this way, some control over staff activities could be maintained. There would probably have to be a clerk responsible for making appointments for all counselors and maintaining files and records in order.

d) **Term**

It is understood that up to ten thousand dollars (\$10,000) has been committed by County from July 12, 1999 to cover the costs of needed services as deemed necessary by the E.A.P. Coordinator in accordance with guidelines established by the E.A.P. Coordinating Committee. Such monies are to be administered by the E.A.P. Counselor and monitored by the E.A.P. Coordinating Committee. Any change in the Program must be by mutual agreement.

If the Program is not changed, it will be funded at ten thousand dollars (\$10,000) per fiscal year for the term of this Agreement.

This Agreement shall become effective only upon ratification and approval of the Santa Clara County Board of Supervisors and Locals 715 and 535, SEIU.

## APPENDIX H - CONTRACTING OUT

### PART I - COUNTY-WIDE CONTRACTING OUT

- a) County shall give 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 \$25,000 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 \$25,000, 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 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.



## APPENDIX H- CONTRACTING OUT

### 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.

## APPENDIX I – EXTRA HELP AND INTERMITTENT WORKERS

### A. **Extra Help**

#### 1. **Purpose**

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

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

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

#### 3. **Limitations**

- a) No person may receive pay in an extra-help capacity in any classification in the same department for more than one thousand forty (1,040) hours in any fiscal year, unless otherwise approved by the Board of Supervisors.
- b) No more than one (1) extension of 520 hours may be granted in any fiscal year.
- c) In classifications where the parties have agreed to institute new intermittent classifications, extra help worker use in the corresponding classification is limited to 780 hours for such worker in any fiscal year with no extensions allowed.

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

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.



## APPENDIX I – EXTRA HELP AND INTERMITTENT WORKERS

- 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, Sections 8.4, 8.5, 8.9, 8.12, and 8.16, Sections 15.1 and 15.2, Article 17, Article 18, Articles 20, 21, 22, and 23 of the Agreement between the County and Local 715.
6. **Reports**  
The County shall, each month, furnish the Union with a list of all extra-help worker names, classification, department, and hours worked.
7. **Extra-Help Meetings**  
The County and the Union will meet periodically during the term of the agreement for the purpose of review and discussion of extra-help usage.
8. **Extra Help Transition Program**  
Goal: Recognizing the long term services of certain unclassified temporary workers the County and the Union agree to the establishment of an Extra Help Transition Program with a goal to maintain quality services to the public and resulting in the transition of certain long term extra help workers into regular coded employment and the filling of 200 of the current vacant codes and any additional positions up to a total of 25% of current vacancies in Local 715 represented classifications from this pool of extra help workers.
- There will be a process established to transition certain extra help workers into current existing vacancies:
- a) Long term extra help workers who appear on the extra help report dated 5/25/99 with three or more years of service and an average of 35 hours of work per pay period are eligible.
  - b) Additional long term extra help workers who have at least 2080 hours as of July 1, 2000 may also be considered as eligible if there is an insufficient number of eligible extra help workers under a) for participation in this program. Vacancies may be filled up to and beyond September 30, 1999.

## APPENDIX I – EXTRA HELP AND INTERMITTENT WORKERS

- c) Vacant positions in classifications represented by Local 715 as of the start of this Program are part of the potential pool of vacancies to be considered. The County will select 200 of the current vacant codes and any additional positions up to a total of 25% of current vacancies in Local 715 represented classifications. The County shall make good faith efforts to fill the selected codes by September 30, 1999.
- d) Appointing authorities will select from extra help workers under a) or b), who meet minimum qualifications established for the classification and pass any skills test required of the classification. Workers transitioned into regular codes will serve an initial probationary period.
- e) Labor contract provisions necessary to accomplish these actions will supersede Merit System Rules.

### **B. Intermittent Worker Program**

- 1. The purpose of this Program is to reduce overall County costs in the areas of extra help, contract services, medical registries and unemployment insurance costs.
- 2. The County and the Union agree to expand the current Intermittent Worker Program by the addition of 30 classifications with specific classifications to be determined by the existing Intermittent Union Management Committee. Any expansion beyond these 30 classifications during the term of this agreement must be mutually agreed to by the Union and the County.
- 3. Procedures for implementation of the new intermittent classifications will be jointly agreed to by the Intermittent Union Management Committee by a target date of September 1, 1999.
- 4. The implementation of intermittent classification shall follow the schedule as follows: first 10 classifications by October 15, 1999, the next 10 classifications by November 30, 1999 and the remaining classifications by January 31, 2000.
- 5. Workers in intermittent classifications shall be subject to the provisions of Article 2, Section 3.1, Section 3.2(a) through 3.2(i), Article 4, Sections 8.4, 8.5, 8.9, 8.12, and 8.16, Article 9, Sections 15.1, 15.2, Article 17, Article 18, Articles 20, 21, 22, 23, and 24 of the Agreement between the County and Local 715.
- 6. These workers will only be used for peak workload and temporary vacancies.
- 7. The intermittent classifications shall not be subject to the hours limitation of the ordinance code or Appendix I.



## APPENDIX I – EXTRA HELP AND INTERMITTENT WORKERS

8. Workers in the intermittent classifications 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 Intermittent 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 Intermittent 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 Intermittent 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 Intermittent 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 Intermittent 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.
  - g) County paid medical coverage shall be suspended after two (2) pay periods of no paid time.
9. Intermittent workers are eligible for salary step increases effective July 12, 1999 as follows:
- a) If at step 1 on July 12, 1999, remain at step 1 until 1040 hours are reached for intermittent after July 12, 1999. Subsequent step increases, step 2 through 5, will occur after each 2080 hours.
  - b) If at step 2 or higher on July 12, 1999, remain at that step with movement to subsequent steps, through step 5, to occur after each 2080 hours.
  - c) Any extra help or intermittent worker hired after July 12, 1999 shall be hired at step 1 except that extra help may be appointed at any step in the appropriate salary range depending on the difficulty of recruitment, unusual qualifications or upon prevailing rates being paid upon the

## APPENDIX I – EXTRA HELP AND INTERMITTENT WORKERS

recommendation of the Director of Personnel and approval of the County Executive.

10. Based on experience, demonstrated cost effectiveness and mutual agreement between the Union and the County, the Intermittent Worker concept may be expanded to include other occupational groups covered under the Agreement.

### **C. Reopener**

The County and the Union agree to a special reopener on the issue of extra help use. The subject for reopener will include the setting of a percentage cap on the overall use of extra help, including intermittent classifications, across the County and any other subject related to extra help as mutually agreed to.

Negotiations for this reopener is targeted to commence October 1999 after the occurrence of the following events:

1. Compilation and submission of reports by County departments and the Employee Services Agency on data and analysis regarding the use of extra help;
2. Board of Supervisors deliberations on policies regarding extra help usage;
3. Stakeholder Group meetings convened by the Board of Supervisors;
4. Submission of Stakeholder Group report and recommendations.

Any agreement resulting from the reopener shall be ratified by the Union and the Board of Supervisors.



## **APPENDIX J – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES**

Established by the County-Wide Joint Labor-Management Safety Committee

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

### **GUIDELINES**

1. **Departmental Safety Officer**

Each department head shall designate a Departmental Safety Officer, with concurrence of the County Director of Personnel.

2. **Safety Stewards**

The Unions shall designate Safety Stewards and alternates. There shall be a Safety Steward available to each worker. The number and distribution shall be such that a Steward be available to each work area or place. Safety Stewards may also be regular Stewards.

3. **Departmental Safety Committee**

A Departmental Safety Committee shall be established in each County Department, which shall include Departmental Safety Officers and Safety Stewards. The Unions and the department shall mutually agree on the number of representatives to the Departmental Safety Committee. Composition of the Committee shall be subject to review and approval of the County-wide Safety Committee.

4. **Employee Representatives**

In the event that no Union represents workers in a given work place, employee representatives shall be elected by democratic vote of non-supervisory personnel.

5. **Departmental Safety Committee Structure**

The structure of the Departmental Safety Committees and the frequency of meeting shall be determined by mutual agreement within each Departmental Committee. For example, in a small department a formal committee structure may not be necessary. Also, in a large, complex department, a subcommittee structure may be appropriate.

## APPENDIX J – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

### 6. **Departmental Safety Officer Responsibilities**

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

### 7. **Release Time**

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

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

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

### 8. **Safety Inspections**

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

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

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



## APPENDIX J – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

dates, in order to eliminate unsafe or unhealthy condition which may exist.

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

## APPENDIX J – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

and complete a Hazard Action form following the procedure as outlined in Paragraph 9(b) above.

- d) If, in the opinion of the supervisor, the accident is not the result of an unsafe working condition and the injured worker or Safety Steward disagrees, the worker or Safety Steward shall complete a Hazard Report form following the procedure as outlined in paragraph 9(b) above.

### 11. **Priority Status for Safety Work Orders**

When the Department Safety Officer states to Department of General Services-Building Operations that the item needing service is a safety hazard, the person in Building Operations receiving the request will so mark the order form. The section foreman will assign priority status to the Work Order so action begins within twenty-four (24) hours.

### 12. **Safety Work Procedures**

- a) The Departmental Safety Committees shall establish and periodically review by mutual agreement safety work procedures to ensure safe working practices and conditions. Safety work procedures shall be directed at specific health or safety problems, and shall be clear, simple, and precise, without being unnecessarily restrictive.
- b) Safety work procedures appropriate to each work area or place shall be posted on the bulletin board.

### 13. **Safety Training**

- a) The County-wide Safety Committee shall establish a Safety Training Subcommittee. This Subcommittee shall design and implement a County-wide training program for Safety Stewards, supervisors and non-supervisory workers, working with and through the Departmental Safety Committees, subject to the review and approval of the County-wide Safety Committee.
- b) Safety training shall be conducted on a departmental level. It shall include training in identification and correction of health and safety hazards, training in safe work practices, training in hazard report and appeal processes, training in Cal-OSHA regulations and procedures.
- c) Safety training shall be provided workers on a regular basis in each work area. A monthly written record shall be received and maintained by the Departmental Safety Committee reflecting the date, duration, and subject matter of any training provided. High hazard or injury areas may be required to conduct more frequent training sessions. Training shall be conducted at the lowest practical level of supervision.



## APPENDIX J – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

### 14. **Video Display Terminal Provision**

#### a) **Guidelines**

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

#### b) **Alternate Work for Pregnant Workers**

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

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

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

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

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

Any probationary worker reassigned to a different class shall not receive credit towards completion of the worker's probationary period for the period of reassignment. Credit towards completion of the probation period shall be given for time during which the worker's current classification duties have been redistributed or restructured within the same classification.

Should the worker refuse an offer of reassignment, work restructure, or work redistribution, the worker may request a personal leave of absence pursuant to Section 12.5(a), or seek, on her own, a permanent voluntary

## APPENDIX J – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

demotion or transfer. During the period of time that worker is seeking a permanent demotion or transfer or in the absence of the permanent transfer, demotion or personal leave, the worker shall continue to perform VDT duties.

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

1. No more than seven (7) workers on a County-wide basis and no more than one (1) worker per department at any time may be temporarily transferred to a permanent coded position which is vacant due to a leave of absence outside of their department/agency.
2. The receiving department must agree to the temporary transfer.
3. Any worker seeking a temporary transfer must execute a contract and receive approval from the Office of Labor Relations. This contract will include, but not be limited to:
  - a. specific acknowledgement and waivers of layoff seniority in the department in which the vacant leave of absence position has been accepted;
  - b. waiver of bidding rights under the departmental agreement in the originating department (except those rights afforded workers on maternity leave);
  - c. waiver of bidding rights under the departmental agreement in the receiving department;
  - d. acknowledgement that should the vacant leave of absence position become unavailable, the worker shall be required to commence her leave of absence as of that date and may not return to her originating department until the conclusion of her maternity leave of absence.
4. For purposes of returning to her originating department, the worker shall be returned on the same basis as if Section 6.9 had applied.



APPENDIX J – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

5. The worker who has taken a position under this provision who begins her maternity leave shall be considered on leave from her originating department.
  
6. The worker shall continue to perform VDT duties during the period of time that the worker is seeking a permanent demotion or transfer, or transfer to a permanent position vacant due to a leave of absence or in the absence of any transfer, demotion or personal leave.

## APPENDIX K – STATE DISABILITY INSURANCE (SDI)

The Union and the County agree as follows regarding coverage of the bargaining units listed below by the State Disability Insurance plan (SDI):

Clerical Unit  
Administrative Professional and Technical Unit  
Blue Collar Unit  
Public Health Nursing Unit  
Environmental Health Unit

1. The County will register all bargaining units listed herein with the director of Employment Development Department for the purposes of SDI coverage for represented workers.
2. The Controller's Office shall withhold wage earner contributions each pay period at the rate set pursuant to the Unemployment Insurance Code and forward the funds to the State Disability Fund.
3. Within one week of being disabled from work, the worker or his/her representative must contact the office designated by the County to provide information on the following:
  - a) The date the disability/illness commenced;
  - b) the estimated duration of the disability;
  - c) a phone number where the worker can be reached;
  - d) the election of sick leave/vacation usage during the first week of disability;
  - e) whether or not the employee is planning to file for SDI;
  - f) the election to integrate sick leave and vacation pay with SDI benefits.
4. A worker who is determined to be eligible to receive SDI benefits and who has made timely election to integrate shall be paid a biweekly amount (accumulated sick leave/vacation) which, when added to SDI benefits, shall approximately equal his/her normal biweekly net pay after taxes (overtime is excluded). Such warrants will be issued on normal County paydays.

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



## APPENDIX K – STATE DISABILITY INSURANCE (SDI)

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

**Extension Agreement  
Between the  
County of Santa Clara  
and  
SEIU Local 715**

The County of Santa Clara and SEIU Local 715 have agreed to extend the Memorandum of Agreement scheduled to expire on June 23, 2002. The extended agreement shall remain in full force and effect up to and including June 20, 2004 with the terms and conditions described below:

1. The current Memorandum of Agreement between the County and SEIU Local 715 (July 12, 1999 through June 23, 2002) shall be extended through June 20, 2004.
2. There shall be a general wage increase of approximately six percent (6%) effective pay period 02/14, June 24, 2002, for all employees represented by SEIU Local 715.
3. Effective pay period 02/14, June 24, 2002, there shall be a realignment for certain specific classifications, excluding classifications in the Clerical Bargaining Unit, impacted by the pending reclassification study, totaling approximately one percent (1%) of base wage for all employees represented by SEIU Local 715.
4. The County and SEIU Local 715 agree to meet and confer during the month of April 2002 on the actual realignments for specific classifications in the affected Public Health Nursing, Blue Collar, Administrative, Professional and Technical, and Environmental Health Units. Further, if agreement is not reached by April 30, 2002, all outstanding realignment issues shall be forwarded to John Kagel for resolution in the mediation/arbitration process. Results of the mediation/arbitration shall be finalized by no later than May 31, 2002. Costs of mediation/arbitration shall be equally borne by the County and SEIU Local 715.
5. Effective pay period 03/14, June 23, 2003 there shall be a general wage increase corresponding to the change in the CPI-W index for the San Francisco-Oakland-San Jose area between April 2002 through April 2003. If the CPI-W is below 3.5%, the general wage increase shall be approximately 3.5%. If the CPI-W is above 5.5%, the general wage increase shall be approximately 5.5%.
6. The County shall take action to effectuate an amendment to its PERS contract to implement "Single Highest Year" for PERS Miscellaneous Employees. "Single Highest Year" for Miscellaneous Employees will be implemented when all PERS required procedures are complete.
7. In accordance with § 20636, sub section (c) (4) of the California Public Retirement Law, the County and SEIU Local 715 agree that the County shall report Employer



2002 - 2004 MOA EXTENSION

Paid Member Contribution (EPMC) as special compensation concurrent with the effective date of PERS "Single Highest Year". The agreement between the County and SEIU Local 715 shall reflect the inclusion of the County's normal employee contribution payment (7% of PERS reportable wages) as compensation earnable.

8. All terms and conditions of the existing MOA between the County and SEIU Local 715 shall continue in full force and effect for the two (2) year period of extension except as confirmed or modified in the attached addendum.

Date: 11-15-01

For the County

Roger King  
W. H. Wiley

[Signature]

Priscilla Hood

John R. Grant

Richard H. O'Leary

Elaine Power

Linda Mich

Brian D. McKenna

Sabine de la Haza

For SEIU Local 715

F. F. [Signature]  
Virginia Lara

Rachael Regalado

Rachel Subega

Thaddeus Bangs

Pauline Akuyama

Peter W. Eickhoff

Brian O'Neill

Linda L. Riös

Elinor H. Setson

Nel Sedondo

Additional SEIU Local 715 Signatures:

Barbara Atkins

Sheela K. H.

Edward Buzen

Laura J. James

Mary K. Liao



## Contract Extension Addendum

### County of Santa Clara and SEIU Local 715

Items in the Memorandum of Agreement (MOA) between the County and SEIU Local 715 which are cyclical from year to year or for the entire term of the MOA and are generally renewed from agreement to agreement, shall be continued during the term of the extension with the same conditions or at the last monetary rate. This addendum updates the following Sections:

#### **Section 6.10 - Performance Evaluations**

During the contract extension period the County and the Union agree to continue the performance evaluation project.

#### **Section 8.14 - Hours of Operation**

The County and the Union agree to implement no more than one 9/80 program for each contract year extension.

#### **Section 8.15 - Departmental Agreements**

The County and the Union agree not to propose any new departmental agreements in 2002. The County and the Union agree not to reopen existing departmental agreements in 2003.

#### **Section 8.18 - Telecommuting**

The joint labor-management committee will continue to work during the term of the contract extension period.

#### **Section 12.1 - Personal Business/Belief Day**

Workers employed as of June 23, 2002, shall be credited with four (4) days of personal leave which must be used on or before June 22, 2003. Workers employed as of June 23, 2003 shall be credited with four (4) days personal leave which must be used on or before June 20, 2004. This benefit shall be prorated for part-time workers and for workers hired subsequent to June 23, 2002 and June 23, 2003 respectively.

#### **Section 12.8 a) - Educational Leave and Tuition Reimbursement Fund**

The County will allocate \$460,000 for each fiscal year, FY 02-03 and FY03-04.

#### **Fiscal Year 02-03**

1<sup>st</sup> half - July 1, 2002

2<sup>nd</sup> half - January 1, 2003

#### **Fiscal Year 03-04**

1<sup>st</sup> half - July 1, 2003

2<sup>nd</sup> half - January 1, 2004

## 2002 – 2004 MOA EXTENSION ADDENDUM

### **Section 12.8b) – CountyWise Classes**

The County will allocate \$85,000 for each fiscal year, FY 02-03 and FY 03-04.

### **Section 12.11 - State Required Continuing Education and Licensure Fund**

The County shall continue a fund of sixty thousand (\$60,000) per contract extension year with rollover to be administered at a County-wide level.

### **Section 12.11a) 4 – State Required Continuing Education and Licensure Fees**

During the term of the contract extension period there will be two eligibility periods for reimbursement for licensure/certification fees. The first period will be from June 24, 2002 through June 22, 2003. The second period will be from June 23, 2003 through June 20, 2004.

### **Section 18.10a – Grievance Backlog Reduction Project**

During the contract extension period the County and SEIU Local 715 agree to continue the Grievance Backlog Reduction Project for any grievance filed prior to December 31, 2000.

### **Section 19.2 – Allocation Review**

During the contract extension period, the new allocation window will be:

<b>Notice to</b>	<b>Pre-hearing</b>	<b>Arbitration</b>
<b>Appointing Authority</b>		
12/31/03	3/24/04– 4/2/04	5/12/04 – 5/18/04

### **Appendix B.5 – Union-County Clerical Education Program**

For the duration of the contract extension period, a fund will be established for the Union-County Clerical Education Program in the amount of \$7,700.

### **Appendix B.12 - Promotional Opportunity Project**

During the two year contract extension period, the County will make available to Clerical workers in this bargaining unit a total of a at least one (1) position but no more than three (3) positions to be alternately staffed with existing classes outside the Clerical Bargaining Unit.

### **Appendix C.8b) Educational/Licensure Maintenance Provisions**

The County will fund on a matching basis the amount of \$22,700 over the next two year contract extension period for continuing education.

### **Appendix D.2b) Training Programs**

During the summer of 2003 and 2004 a minimum of five (5) county workers shall be selected to work in Park Maintenance Trainee positions.



2002 – 2004 MOA EXTENSION ADDENDUM

**Appendix G d )– EAP**

For the duration of the contract extension period, the County will fund \$10,000 for each fiscal year, Fiscal Year 02-03 and Fiscal Year FY 03-04.

**2004 Extension Agreement  
between  
County of Santa Clara  
and  
SEIU Local 715**

County of Santa Clara (County) and Service Employees International Union (SEIU) Local 715 (Union) have agreed to extend the current Memorandum of Agreement that was scheduled to expire on June 20, 2004. The existing Memorandum of Agreement (1999-2004) shall remain in full force and effect up to and including June 18, 2006 with the additional terms and conditions described below:

1. The current Memorandum of Agreement between the County and the Union (July 12, 1999 through June 20, 2004) shall be extended through June 18, 2006.
2. There shall be no general wage increase during the first extension year (2004-2005) of the Memorandum of Agreement.
3. Effective pay period 04/14, June 21, 2004, there shall be realignments for certain specific classifications and/or differentials to be determined in accordance with Item 4 below totaling approximately one percent (1%) of base wage for all workers represented by the Union.
4. The County and the Union agree to meet and confer during the month of April 2004 on the actual realignments for specific classifications and/or differentials. Further, if agreement is not reached by April 30, 2004, all outstanding realignment issues shall be forwarded to John Kagel for resolution in the mediation/arbitration process. Results of the mediation/arbitration shall be finalized by no later than May 28, 2004. Costs of mediation/arbitration shall be equally borne by the County and the Union.
5. In the second extension year (2005-2006) effective pay period 05/14, June 20, 2005 there shall be a general wage increase of approximately two percent (2%) for all workers represented by the Union.
6. In the second extension year (2005-2006) effective pay period 05/14, June 20, 2005, there shall be realignments for certain specific classifications totaling approximately one percent (1%) of base wage for all workers represented by the Union.
7. All cyclical items shall continue in the same manner for the two (2) year period of extension as confirmed or modified in the attached addendum.



## 2004 – 2006 MOA EXTENSION AGREEMENT

8. March 31 shall be added to the list of legal holidays in observance of Cesar E. Chavez' Birthday
9. All new and revised job titles, and additional job classes that became eligible for reimbursement of State required continuing education and license fees and costs will be updated in time for printing of the Extension Agreement. A Union-Management Sub-Committee will review the effect of the clerical study on B.8, B.11 and B.15 of contract Appendix B for the purpose of conforming to new job titles and series.
10. VRWH denials are to be accompanied by written reason for denial. The County will work with the Union to develop a process for appeal to the Department Head by the September 2004 VRWH window.
11. The entire amount of one-time funds from residuals of the 2003 2.5% Wage Deferral Agreement will be expended for the use and benefit of workers represented by the Union, by establishing two (2) additional full time positions of Marriage and Family Therapist in the Employee Assistance Program (EAP) for FY05 and FY06, expansion of the 20/20 Program (inside and outside of the Health and Hospital System) and establishing other training and re-training programs for SEIU Local 715 members for the purpose of enhancing opportunities of job retention for existing County workers.
12. A Union-Management Committee will be established on training pursuant to Item 11 above. The Committee is charged with the identification and recommendation for establishment of "bridge" classifications similar to the concept of Legal Secretary Trainee (with every reasonable effort made to put in place such positions to be filled by July 1, 2004 as possible layoff placement options), identifying the type and nature of training and re-training programs such that completion of such programs would result in meeting qualifying requirements for County jobs that are less likely to be affected by layoffs; review tuition reimbursement program procedures for possible streamlining, develop more user friendly policies related to tuition reimbursement; and identify ways to market and distribute alternate opportunities such as Park Maintenance Worker Training (contract Appendix D).
13. Based on the acceptance of Items 1 through 1-7 above, and in consideration thereof, the County will offer 2 additional years of service credit under PERS (Government Code section 20903) as early retirement incentive to eligible workers (at least age 50 with 5 or more years of qualifying PERS service) in all classes represented by Local 715. The 90 day window for workers opting for this incentive and actually retiring from the County would be the period beginning April 7, 2004 and lasting through July 5, 2004 after necessary and required public actions are taken by the Board of Supervisors.

2004 - 2006 MOA EXTENSION AGREEMENT

It is understood and agreed by the parties that this is a one-time offering of early retirement incentive and the County intends to make no similar offer of early retirement incentive in the next 5 years; and that likewise, the Union does not intend to make any new proposal for early retirement incentive during the same time period.

Date: July 9, 2004

For the County

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For SEIU Local 715

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2004 - 2006 MOA EXTENSION AGREEMENT

Additional SEIU Local 715 signatures

Vincent P. Buzza  
~~John~~

Ronald J. Yabich

John Barmle  
Cristina M. Manno  
Fred W

Lars Anderson

Neil Stewart

John Chy

Judi Kirkham

~~John~~

Daniel Wytman

Steve Kyprianou

Tom Lauer

Ted Schul

~~John~~

William Boyle

**2004 Contract Extension Addendum  
County of Santa Clara  
and  
SEIU Local 715**

Items in the Memorandum of Agreement (MOA) between the County and SEIU Local 715 which are cyclical from year to year or for the entire term of the MOA and are generally renewed from agreement to agreement, shall be continued during the term of the extension with the same conditions or at the last monetary rate. This addendum updates the following Sections:

**Section 6.10 - Performance Evaluations**

During this contract extension period the County and the Union agree to continue the performance evaluation project.

**Section 8.14 - Hours of Operation**

The County and the Union agree to implement no more than one 9/80 program for each contract year extension.

**Section 8.15 - Departmental Agreements**

The County and the Union agree not to propose any new departmental agreements in 2004. The County and the Union agree not to reopen existing departmental agreements in 2005.

**Section 8.18 - Telecommuting**

The joint labor-management committee will continue to work during the term of this contract extension period.

**Section 12.1 - Personal Business/Belief Day**

Workers employed as of June 21, 2004, shall be credited with four (4) days of personal leave which must be used on or before June 19, 2005. Workers employed as of June 20, 2005 shall be credited with four (4) days personal leave which must be used on or before June 18, 2006. This benefit shall be prorated for part-time workers and for workers hired subsequent to June 21, 2004 and June 20, 2005 respectively.

**Section 12.8 a) - Educational Leave and Tuition Reimbursement Fund**

The County will allocate four hundred and sixty thousand dollars (\$460,000) for each fiscal year, FY 04-05 and FY05-06.

**Fiscal Year 04-05**

1<sup>st</sup> half - July 1, 2004

2<sup>nd</sup> half - January 1, 2005

**Fiscal Year 05-06**

1<sup>st</sup> half - July 1, 2005

2<sup>nd</sup> half - January 1, 2006



**Section 12.8 b) – CountyWise Classes**

The County will allocate eighty five thousand dollars (\$85,000) for each fiscal year, FY 04-05 and FY 05-06.

**Section 12.8 e) – Reimbursement**

During the first contract extension year through the term of the extension, total reimbursement for each worker shall not exceed seven hundred and fifty dollars (\$750) per fiscal year.

**Section 12.11 - State Required Continuing Education and Licensure Fund**

The County shall continue a fund of sixty thousand (\$60,000) per contract extension year with rollover to be administered at a Countywide level.

**Section 12.11 a) 4 – State Required Continuing Education and Licensure Fees**

During the term of this contract extension period there will be two eligibility periods for reimbursement for licensure/certification fees. The first period will be from June 21, 2004 through June 19, 2005. The second period will be from June 20, 2005 through June 18, 2006.

**Section 18.7 b) – Arbitration Scheduling**

A minimum of six (6) regular arbitration dates shall occur during the term of this extension agreement and expedited dates as mutually agreed.

**Section 18.10 a) – Grievance Backlog Reduction Project**

During this contract extension period the County and SEIU Local 715 agree to continue the Grievance Backlog Reduction Project for any grievance filed prior to December 31, 2002 in the first year and December 31, 2003 in the second year.

**Section 19.2 – Allocation Review**

During this contract extension period, the new allocation window will be:

<b>Notice to</b>		
<b>Appointing Authority</b>	<b>Pre-hearing</b>	<b>Arbitration</b>
12/31/05	3/20/06– 3/31/06	5/3/06 – 5/12/06

**Appendix B.5 – Union-County Clerical Education Program**

For the duration of this contract extension period, a fund will be established for the Union-County Clerical Education Program in the amount of seven thousand and seven hundred dollars (\$7,700).

**Appendix B.12 - Promotional Opportunity Project**

During this two year contract extension period, the County will make available to Clerical workers in this bargaining unit a total of at least two (2) positions but no more than three (3) positions to be alternately staffed with existing classes outside the Clerical Bargaining Unit.

**Appendix C.8 b) Educational/Licensure Maintenance Provisions**

The County will fund on a matching basis the amount of \$22,700 over this two year contract extension period for continuing education.

**Appendix D.2 b) Training Programs**

During the summer of 2005 and 2006 a minimum of five (5) county workers shall be selected to work in Park Maintenance Trainee positions.

**Appendix E.19 - Education Reimbursement**

The amount of the fund shall be four thousand two hundred fifty dollars (\$4,250) in FY 04-05 and the same amount in FY 05-06.

**Appendix G d) – EAP**

For the duration of the contract extension period, the County will fund ten thousand dollars (\$10,000) for each fiscal year, Fiscal Year 04-05 and Fiscal Year FY 05-06.



**Voluntary Reduced Work Hours Agreement**  
**Between the**  
**County of Santa Clara**  
**and**  
**Service Employees International Union (SEIU), Local 715**

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.

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.

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 them 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.

The parties agree to meet in October of 2004 to review the timelines in this procedure and make any necessary adjustments.

Date September 1, 2004

County of Santa Clara

Paul Granley  
Elaine Jones

SEIU Local 715

Rachael Regalado  
Rachel Subega  
Barbara Chavez  
Elina Zebon  
Fred Forcuzand  
[Signature]

**County of Santa Clara Website:**

**<http://www.sccgov.org/>**

**SEIU Local 715 Website:**

**<http://www.seiu715.org/>**



