

APPENDIX J – EMPLOYEE ASSISTANCE PROGRAM

County Proposal July 5 – Union TAs to CP dated July 5, 2023 on July 6, 2023

This Agreement represents the results of meeting and conferring in good faith between the County of Santa Clara and ~~legacy Locals 715 and 535, SEIU (currently SEIU Local 521), pursuant to Article 12, Section 12.9 and Article 13, Section 4 of the current Memoranda of Agreement between the County and legacy Locals 715 and 535, (currently SEIU Local 521) 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 the County's Employee Assistance Program (EAP or "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 assure~~ 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 health problem. Supervisors' responsibilities are limited to

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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.
8. County workers and members of their immediate families who suspect that they have an alcohol or other health or behavioral health problem, even in the early stages, are encouraged to seek confidential assistance by contacting the ~~designated program personnel~~ County's EAP provider 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,~~ and/or other health and behavioral health issues by helping them to arrest its further advance before the ~~condition~~ issue(s) render(s) 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 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 discusses 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 discusses 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.~~

From: SCCo To SEIU July 19, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

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~~Continue observation. If no changes occur, institute discipline as appropriate.~~

~~e) **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.~~

~~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)~~

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- ~~—— 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.~~

~~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.~~

If requested by the Union, the parties will meet within fifteen (15) working days after adoption of a successor Memorandum of Agreement by the Board of Supervisors to address any impacts, issues, and opportunities to improve quality services to staff under the County's external EAP service provider contract.



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Union TAs to CP dated July 2 on July 5, 2023

Side letter on Pre-Bid Transfer Preference Programs -County Amends June 28 Proposal

- 1) Within sixty (60) days after the ratification of this agreement, the parties will begin to meet and confer to identify mutually agreeable modifications to the Memorandum of Agreement that will facilitate the process of making to evaluate the viability of a "pre-bidtransfer preference" system available for as many workers as possible so that they may that allows workers to indicate their preferences for transfer opportunities in advance, with the goal being and so as to avoid the delays associated with posting periods for positions covered by pre-bid provisions.
- 2) As part of these discussions, the County will facilitate the participation of necessary technical and labor relations staff and/or individuals, as needed, whose input would be required to meaningfully evaluate the viability of a "pre-bidtransfer preference" system, develop such as an on-line system patterned after those used by other employers and their unions, such as the one that has been implemented by PG&E and IBEW Local 1245.
- 3) In these discussions, the parties will also consider evaluate the proposal made by the County in the negotiations for this MOA for a pilot program in the Clerical bargaining unit related to the transfer process. If the parties reach agreement on the provisions for a pilot program in the Clerical bargaining unit, it shall be implemented on a mutually agreed upon date on or after October 1, 2023.
- 4) The parties will continue to meet with the objective of identifying any other SEIU-represented bargaining units where similar pilot programs would may be adopted by mutual agreement on or after January 1, 2024.

The union reserves Both parties reserve the right to return from a pilot program to pre-existing contract language with regard to transfer policiespractices upon 30-days notice without any obligation to meet and confer about the decision or effects, in the event that either party finds the implementation of a mutually agreed upon pilot programs is deemed to be unsatisfactory by the union.

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