

ARTICLE 3 – UNION SECURITY

Section 3.1 – Relationship Affirmation -CCL

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

Section 3.2 – Union Deductions -CCL

a) **Condition of Employment**

All workers in the unit(s) who have authorized Union dues in effect on the effective date of this Agreement shall have such deduction continued and shall be made only upon signed authorization from the worker only after the Union certifies to the County a list of workers who have authorized such deduction(s).

As allowed by law, the County shall deduct from the worker's paychecks and transmit to the Union dues and amounts for any other service, program, or committee provided or sponsored by the Union. Within ninety (90) days from the ratification of the MOU, the County and SEIU will meet to discuss the process wherein membership forms are collected by the Union.

b) **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 required by this Article, no such deduction shall be made for the current pay period.

c) **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.

d) **Reinstatement**

Upon the reinstatement of any dues paying worker, or upon the recalling of any dues paying worker from layoff status, the County will resume dues deduction, at the rate specified by the Union, for such worker in accordance with Section 3.2(a) of this Article.

e) **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.

f) **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

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Page 1 of 5

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regard to Union membership or non-membership or their assertion of rights under this Memorandum of Understanding or law.

Section 3.3 – Other Deductions -CCL

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

Section 3.4 – Union Notices and Activities

a) Bulletin Boards

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

b) Distribution

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

c) Visits by Worksite Organizers County modifies proposal June 28 Union Agrees to County Proposal

Union Worksite Organizers shall give notice to the department head or his/her designated representative prior to entering departmental facilities to visit other than public areas. Union Worksite Organizers shall follow all County policies and practices-procedures when visiting County worksites. This includes signing in and out at front desks, wearing visitor badges, and being escorted when required. The Union is not waiving any access rights available under the Meyers-Milias-Brown Act.

The Union Worksite Organizer shall be allowed reasonable contact with workers on County facilities provided such contact does not interfere with the worker's work and occurs during the worker's rest period, meal period or outside the worker's working hours. Solicitation for membership or other internal worker organization business shall not be conducted during work time. Prearrangement for routine contact may be made on an annual basis.

For this purpose, rest periods are not work time.

e)d) Facilities

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

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Page 2 of 5

d)e) Names and Addresses of Covered Workers

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

e)f) Notification of Union Coverage

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

f)g) Report of Transactions

The County shall supply the Union a data processing run covering the following worker transactions as are currently available on the system: newly hired worker, reinstatement, re-employment, return from leave, return from military leave, miscellaneous, promotion, return to former class, voluntary demotion, disciplinary demotion, transfer, title change, suspension, temporary military leave, injury or illness leave, other leave, indefinite military leave, resignation, probationary release, provisional release, miscellaneous release, dismissal, retirement, death, layoff, provisional appointments.

Section 3.5 – Union Label -CCL

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 -CCL

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 ninety (90) calendar days after final ratification of agreement by both parties. The parties agree to have an electronic copy of the agreement available within sixty (60) calendar days after final ratification of agreement by both parties.

Section 3.7 – New Worker Orientation – Union Agreed to CP dated June 28

When a new workers are is hired into a Union-represented classification, the County shall notify such the workers that SEIU, Local 521 is the recognized employee organization in for the classification into which she/he the worker is has been hired. The County shall

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Page 3 of 5

provide a copy of the current Agreement and a packet of Union information which shall be supplied to the County by SEIU, Local 521 the Union.

The Union shall be allowed a Representative at new hire orientations for new workers or departmental orientations including but not limited to where they are held in place of County-wide orientations including orientations at Human Resources Service Centers, ESA, Santa Clara Valley Healthcare (SCVH), HHS, and Social Services Agency (SSA). The Representative may be a Steward, Chief Steward, or Union-designated representative who will notify their his/her supervisor in advance. A Steward, Chief Steward, or Union-designated representative who attends new hire orientation will be provided release time. No overtime shall be incurred as a result of the make-up time.

As part of each new worker's onboarding, the County shall notify each new worker of their right to attend a thirty (30) minute Union orientation session, and will provide sufficient information and release time to new workers to facilitate their attendance at a scheduled Union orientation session via electronic invite, email, and/or printed memo. Such information shall contain language mutually agreed upon by the County and the Union.

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

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

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Page 4 of 5



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

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

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

- | | |
|-----------------------------|--|
| 1 - 2550 Workers | - <u>Up to 24</u> Representatives Released |
| 26 - 50 Workers | 2 Representatives Released |
| 51-75 Workers | - 3 Representatives Released |
| 76 or more Workers | - 4 Representatives Released |

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

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

Section 3.8 – Third-Party Requests Union TAs to County Proposal on June 26

The County shall comply with the law, including Government Code section 6254.3the California Public Records Act, in responding to third-party requests for information about the home addresses, home telephone numbers, personal cellular telephone numbers, birthdates, and personal email addresses of Union-represented workers. The County will provide the Union with notice of outside third-party requests for this information in a timely manner. Section 3.8 shall not be subject to the grievance procedure in this Memorandum of Agreement.

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Page 5 of 5

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Letter of Agreement – New Employee Orientation Union TAs to County's June 28 Proposal
Article 3.7 (Not to be included in Contract)

Pursuant to section 3.7 of the MOU, the parties agree that the electronic invite, email, and/or printed memo shall say the following:

"Your job classification is represented by a union, SEIU Local 521, and your terms and conditions of employment are governed by a collective bargaining agreement that is negotiated between SEIU Local 521 and the County of Santa Clara. The County of Santa Clara and the union have agreed on a process to make sure all new employees have the opportunity to be informed about your union SEIU Local 521 and you're the collective bargaining agreement that covers your terms and conditions of employment. Accordingly, you have been authorized to be released on paid time to attend a union orientation session at the following time and place: _____."

The parties agree to meet no sooner than sixty (60) calendar days but no more than ninety (90) calendar days of implementation of this agreement to review any issues that may arise during the roll out of the process. The purpose of such meeting shall be not be to alter this agreement but shall to address issues that arise and come to resolutions and shall not be to alter this agreement Section 3.7 of the MOA. However, this section does not prevent the parties from addressing individual issues prior the meeting taking place.



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