

Negotiations between Service Employee International Union, Local 521 and
County of Santa Clara
Master Table

DATE: June 20, 2023
TIME: 11:58 a.m.

| | | |
|-------------------------------|---|--|
| ARTICLE 2 ARTICLE 3 3.8 | NO DISCRIMINATION UNION SECURITY <i>Third-Party Requests</i> | TA TO 2 ND MP 6/15/23 UP 6/14/23 TA MP 5/2/23 |
| ARTICLE 4 | OFFICIAL REPRESENTATIVES, STEWARDS AND NEGOTIATING COMMITTEE | TA TO MP 6/15/23 |
| ARTICLE 6 6.11 | PERSONNEL ACTION <i>Performance Appraisal Program</i> | UP 5/30/23 TA MP 4/14/23 |
| ARTICLE 7 | PAY PRACTICES | UP 6/14/23 |
| ARTICLE 8 | HOURS OF WORK, OVERTIME, PREMIUM PAY | UP 5/18/23 |
| ARTICLE 9 | UNIFORMS | FORTHCOMING |
| ARTICLE 10 | HOLIDAYS | UP 4/14/23 |
| ARTICLE 12 12.7 12.11 | LEAVE PROVISIONS <i>OTHER FAMILY LEAVE</i> <i>BEREAVEMENT LEAVE</i> | UP 5/2/23 <i>NO CHANGE – CCL</i> <i>NO CHANGE – CCL</i> |
| ARTICLE 13 | BENEFIT PROGRAMS | SEE ATTACHED |
| ARTICLE 15 | PERS | TA – MP 5/2/23 |
| ARTICLE 19 | GRIEVANCE PROCEDURE | Withdrawn - CCL |
| ARTICLE 20 | CLASSIFICATION | TA – MP 5/2/23 |
| Article 21 | RE-ORGANIZATION | NO CHANGE CCL |
| ARTICLE 24 | DELIVERY OF QUALITY PUBLIC SERVICES FOR COUNTY RESIDENTS | TA – MP 5/2/23 |
| ARTICLE 26 | STRIKES AND LOCKOUTS | NO CHANGE CCL |
| EW | MANAGEMENT RIGHTS | NOT INTERESTED |

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|---|--|
| TERM OF AGREEMENT | OPEN |
| APPENDIX A – SALARY SCHEDULE | Open |
| APPENDIX J – EAP | CCL |
| APPENDIX K – CONTRACTING OUT | WITHDRAWN – CCL |
| APPENDIX L – EXTRA HELP AND INTERMITTENT WORKERS | UP 4/14/23 |
| APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES | TA TO CCL |
| Side Letter Regarding Classification and Staffing (Including Vacancies) | Reject Co. Proposal No Change – CCL |
| Side Letter on Educational Leave Support Program Committee | OPEN |
| Side Letter Agreement on 2020 Lump Sum (CalPERS) | TA MP 4/20/23 |
| Side Letter Agreement on Deferred Compensation Committee | WITHDRAWN |

ALL OTHER ARTICLES NOT SPECIFICALLY MENTIONED ABOVE WILL BE NEGOTIATED AT A LATER DATE OR WILL REMAIN AS UNION'S POSITION IN IT'S INITIAL PROPOSAL, NO CHANGE OR HAVE BEEN T.A.'D. UNION RESERVES THE RIGHT TO MODIFY AND/OR AMEND IT'S PROPOSALS.

ARTICLE 13 – BENEFIT PROGRAMS

MASTER UNION COUNTER PROPOSAL – 6/20/23

Section 13.1 – Workers' Compensation [HOLDING TO CCL]

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 - Union Rejects County proposal - No Change CCL**

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

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

1. Return to the worker's same job with some duties restricted.
2. Return to the same job, but for fewer hours per day or fewer hours per week. To be used if an injured worker cannot return on a full time basis.
3. Return temporarily to a different job. This is the least desirable and will only be attempted if the regular job cannot be reasonably modified to meet the injured worker's medical limitations.

d) **Treatment Following Return from Leave**

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

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

e) **Clothing Claims**

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

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

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

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

Section 13.2 – Insurance Programs

a) **Medical Insurance**

1. Insurance Plans

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

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

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

POS 0% Single, \$52.83 Family

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

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

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

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

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

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

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

~~Limited Reopener on Medical Insurance plans and plan designs: Union Agrees to Delete language~~

~~Effective June 15, 2017 the County and the Union shall reopen this section to consider PPO, POS, and HMO plans and plan designs with a goal of the~~

~~County to mitigate the federal excise "Cadillac Plan" tax of the Affordable Care Act and replace the POS plan. This reopener shall include discussion on a narrow and a broad network for VHP and other healthcare cost containment strategies.~~

2. **Dual Coverage**

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

3. **Domestic Partners**

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

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

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

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

5. **Medical Benefits for Retirees**

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

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed five (5) years service (1305 days of accrued service) or more with the County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in Article 14, Domestic Partner) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

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

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed eight (8) years of service (2088 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in Article 14, Domestic Partner) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

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

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed ten (10) years of service (2610 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in Article 14, Domestic Partner) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

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

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed fifteen (15) years of service (3915 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in Article 14, Domestic Partner) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

e. Such years of service expressed in a., b., c., and d. above must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County.

f. **Delayed Enrollment in Retiree Medical Plan**
A retiree who otherwise meets the requirements for retiree only medical coverage under Section 13.2 (a) 5 subsections a, b, c, or d may choose to delay enrollment in retiree medical coverage. Application and coverage may begin each year at the annual medical insurance open enrollment period after retirement.

g. **Employee Contribution Toward Retiree Medical Obligation Unfunded Liability - Union accepts County proposal of 4/14/23**
Effective pay period 15/14, June 22, 2015, all coded employees shall contribute on a biweekly basis twelve dollars and fifty cents (\$12.50) toward the retiree medical obligation unfunded liability. Such contributions are to be made on a pre-tax basis and employees shall have no vested right to the contributions made by the employees. ~~The County shall make~~ Such contributions shall be used by the County exclusively to offset a portion of the County's annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County's other post employment benefits (OPEB) obligations and shall not be used for any other purpose.

~~h. Limited Reopener on Retiree Health Reimbursement Account: Union Agrees to delete this Section per County Proposal~~

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

b) **Dental Insurance**

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

Basic and Prosthodontics: 75-25 - no deductible. \$2,000 maximum per patient per calendar year.

Orthodontics: 60-40 - no deductible. \$2,000 lifetime maximum per patient (no age limit).

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

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

c) **Health Plan Bonus Waiver Program [UNION AGREES WITH 5/2/23 COUNTY PROPOSAL – TA**

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

1. Effective with each new plan year, a worker who waives medical coverage for self and family must do so for the entire plan year by signing up in a special the open enrollment period, ~~in the prior November~~. The worker shall then receive a bonus of seventy-four dollars (\$74.00) gross payment per pay period (subject to the usual payroll deductions) commencing in the pay period when open enrollment changes take effect, ~~the first pay period of the pay year and through the end of the pay year~~.
2. A part-time worker who waives medical coverage will receive a pro-rated bonus payment according to the code status. At the end of a plan year, a part-time worker may submit a request for supplemental bonus payment to ESA-Benefits Department ~~Division~~ for adjustments due to additional hours worked beyond code status.
3. A new hire worker may waive medical coverage at the time of new employment and receive a pro-rated bonus of seventy-four dollars (\$74.00) gross payment per period starting with the first full pay period.
4. During the plan year, a worker participating in this Program is eligible to re-enroll for coverage within thirty (30) calendar days of an Internal Revenue Service (IRS) defined qualifying event. A worker who re-enrolls shall no longer be eligible to receive the bonus waiver payment effective with the date of coverage.
5. Retirement is not an IRS defined qualifying event. If a worker who is enrolled in the Health Plan Bonus Waiver Program retires during the plan year, the retiree is not eligible to enroll in retiree medical coverage upon retirement until the next open enrollment period after retirement, typically in September.

d) **Life Insurance**

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

e) **Vision Care Plan**

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

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

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

g) **County-wide Benefits**

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

Section 13.3 – Training for Disabled Workers

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. If a worker is unable to be accommodated to return to work after an industrial injury, the injured worker(s) are entitled to supplemental job displacement benefits, subject to California Workers Compensation Law.~~

a) **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.

b) **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.

c) **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.

d) **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.

e) **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.

f) **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.

g) **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 health plan options and dental changes and other topics on an as needed basis.

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

Section 13.6 – Joint Childcare Committee

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