

## ARTICLE 3 – UNION SECURITY

6/30/23  
10:38pm

### County Proposal June 26 – Union Agrees to County Proposal

#### **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**

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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 -CCL**

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

**Section 3.4 – Union Notices and Activities**

a) **Bulletin Boards**

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

b) **Distribution**

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

c) **Visits by Worksite Organizers** County modified proposal June 26 – Union Agrees to Proposal TA

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**

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

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

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.

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**Section 3.7 – New Worker Orientation –~~Union accepts County’s June 26, 2023 proposal - TA~~**

~~When a new workers are is hired into a Union-represented classification, the County shall notify such the workers that SEIU, Local 521 is the recognized employee organization in for the classification into which she/he the worker is has been hired. The County shall provide a copy of the current Agreement and a packet of Union information which shall be supplied to the County by SEIU, Local 521the Union.~~

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

~~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.

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	- Up to 24 Representatives Released
<del>26 - 50 Workers</del>	<del>- 2 Representatives Released</del>
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 TA's to County Proposal**

The County shall comply with the law, including Government Code section 6254.3 ~~the California Public Records Act~~, in responding to third-party requests for information about the home addresses, home telephone numbers, personal cellular telephone numbers, birthdates, and personal email addresses of Union-represented workers. The County will provide the Union with notice of outside third-party requests for this information in a timely

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manner. Section 3.8 shall not be subject to the grievance procedure in this Memorandum of Agreement.

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## ARTICLE 7 – PAY PRACTICES

### **Union TA's to County's June 28<sup>th</sup> Proposal**

#### **Section 7.1 – Salaries and Payments**

Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), all salaries shall be increased by ~~five four and three quarters~~ three percent (54.753.00%) and shall be listed in the appendices attached hereto and made a part hereof.

~~Effective June 16, 2020, Pay Period 20/14, all salaries shall be increased by three percent (3%) and shall be listed in the appendices attached hereto and made a part hereof.~~

Effective June 24, 2024, Pay Period 24/14, all salaries shall be increased by ~~three~~ four percent (34.00 %) and shall be listed in the appendices attached hereto and made a part hereof.

Effective June 23, 2025, Pay Period 25/14, all salaries shall be increased by ~~three~~ four percent (3 4 %) 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.

Equity Realignment: For classifications where the General Wage Increase and Unit Realignments do not cumulatively result in a wage increase of at least \$1.50 per hour for Step 3 of the Classification in year one of the Agreement, the pay rate for that classification shall be realigned to achieve a minimum \$1.50 per hour raise at Step 3 in year one.

For classifications where the General Wage Increase and Unit Realignments do not cumulatively result in a wage increase of at least \$1.40 per hour for Step 3 of the Classification in year two of the Agreement, the pay rate for that classification shall be realigned to achieve a minimum \$1.40 per hour raise at Step 3 in year two.

For classifications where the General Wage Increase and Unit Realignments do not cumulatively result in a wage increase of at least \$1.30 per hour for Step 3 of the Classification in year three of the Agreement, the pay rate for that classification shall be realigned to achieve a minimum \$1.30 per hour raise at Step 3 in year three.

#### ~~a) Lump Sum Payment(s)~~

- ~~1. Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors) current employees at time of signing of successor contract who are in SEIU-represented positions shall receive a three percent (3%) lump sum bonus based on coded status from June 17, 2019 to the first pay period after the second reading by the Board of Supervisors. The lump sum for full and part time employees will be based on base salary only. The lump sum for extra help workers will be based on actual hours worked during that period.~~
- ~~2. All SEIU-represented employees in a paid status effective Pay Period 20/26 (excluding Extra Help) whose classification receives a total of less than 0.51% in realignments (inclusive of all unit realignments, equity realignments, and any other special realignments) shall receive a lump sum bonus based on coded status of one thousand dollars (\$1,000.00) per FTE. For the purpose of this lump sum bonus, the total amount of realignments shall be computed by adding the amounts of all unit, equity, and any other realignments.~~

## **Section 7.2 – Basic Pay Plan -CCL**

The salary schedule consists of classifications and the assigned salary 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 County Executive, may approve the appointment at the second, third, 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 by class and department of 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**

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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 -CCL**

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**

Parental and industrial injury leaves of more than thirteen (13) pay periods; leaves of absence of more than two (2) pay periods; and suspensions shall not be counted

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as time spent in a salary step in computing eligibility of the worker for further salary increases.

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 -CCL**

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 – Union Agrees to County Proposed Changes**

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 when they have a qualifying event. 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. 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.

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 County shall provide an additional eleven (11) full-time codes to be filled on a half-time basis at any one time for Social Services Unit. 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 positions in configurations that are less than full time but at least one half-time at the Santa Clara Valley Health and Hospital System, except for Public Health Nursing.

e) **Filling Part-Time Codes -CCL**

Within each department workers working fewer hours shall be offered any established or vacated higher hours level coded 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.

f) **Extra Hours of Work**

Absent a Departmental Agreement, no extra help worker shall receive extra hours when part-time regular employees would like to work extra hours and are available for such work.

The extra hours will be subject to the following:

1. extra hours are within the same classification; and
2. extra hours do not result in overtime; and
3. are within the immediate work area and assignment; and

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4. extra hours do not create partial coverage issue in assignment that must be completed by extra help (e.g. part-time worker can only complete 4 hours of a 5 hour assignment or a project that requires continuity; and
5. extra hours are distributed equitably (as much as possible) provided the part-time worker submits a memo each year stating his/her interest to the manager for extra hours and provides the appropriate contact information

Note: When the manager is authorizing extra hours that would result in overtime pay and those overtime hours do not affect continuity of services as outlined in #4, then coded workers shall have preference over extra-help workers. Hours shall be distributed in accordance with Section 8.2(f).

### **Section 7.5 – Work Out of Classification -CCL**

#### **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 -CCL**

#### **a) Night Workers**

The County agrees to provide paychecks for night workers by 12:01 a.m. on payday.

#### **b) Shortage Errors**

Cash advance by the Finance Department to cover shortage errors in worker's paycheck, shall be provided to workers within two (2) working days after written



notification of discrepancy to Finance. This provision is to cover only those discrepancies above a net one hundred dollars (\$100.00).

c) **Overpayment Errors**

When the County has overpaid a worker by a net one hundred dollars (\$100.00) or more, the County shall provide to the worker notice of the amount of the overpayment as well as a proposed repayment schedule. If the worker would like to negotiate a different repayment schedule, the worker must respond to the County within ten (10) business days of receiving the notice.

If the worker does not respond within ten (10) business days or the worker and the County do not reach a repayment agreement within thirty (30) business days, the County shall send the overpayment to DOR (County collections) to be recouped.

**Section 7.7 – Automatic Check Deposit -CCL**

All workers shall be paid by Automatic Check Deposit unless the worker certifies he/she does not have a bank account.

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

### Section 8.1 – Hours of Work – CCL

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 - Union TA's to County's June 28<sup>th</sup> Proposal

#### a) Overtime Defined - Workers Covered by the Fair Labor Standards Act (FLSA)

For hospital workers, overtime is defined as time worked beyond eighty (80) hours in any fourteen (14) consecutive day work period, or beyond eight (8) hours in any workday except as mutually agreed upon between the County and the Union. For workers, who do not meet FLSA criteria for different work periods, overtime is defined as time worked beyond forty (40) hours in any seven consecutive day work period or beyond eight (8) or ten (10) hours in any workday (depending on the number of hours in the duty shift to which the worker is assigned). Workers assigned under FLSA to work periods other than seven (7) or fourteen (14) consecutive day work periods, shall have work periods and daily overtime defined accordingly. Time for which pay is received but not worked such as vacation, sick leave, and authorized compensatory time off, will be counted towards the base period. Workers shall not be assigned irregular work hours to avoid the payment of overtime. The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

The County and Union agree that in any arbitration involving an FLSA non-exempt employee and Section 8.2 the arbitrator shall be strictly bound by U.S. Department of Labor, Wage and Hour Division, Regulations, Bulletins, Regional Opinion Letters and provisions of the Fair Labor Standards Act in reviewing, deciding and rendering a decision. The arbitration award and remedy must be in strict compliance with said Regulations, Bulletins, Regional Opinion Letters and provisions of the FLSA and cannot exceed that which would have been ordered by the DOL, Wage and Hour Division if the dispute had been submitted for their review.

If the Fair Labor Standards Act is determined by the U.S. Supreme Court or Legislation to not apply to state and local government Section 8.2(a) will be deleted and Section 8.2(b) shall apply to all classifications, in addition, Section 8.2(c) will be deleted and Section 8.2(d) shall apply to all classifications.

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

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

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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 ~~or holiday~~ 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, Call Taker, and Complaint Center Dispatcher and Senior Communications Dispatcher.

All compensatory time off must be taken within twelve (12) months of the date the overtime was worked. Any balance remaining after twelve (12) months shall be paid in cash at the regular rate. Compensatory time balances shall be paid in cash on separation.

d) **Rate of Pay -Workers Exempt from the FLSA**

When overtime work is assigned and is authorized by an appointing authority to be worked, compensation for such time worked shall be time off with pay computed at the rate of one and one-half (1-1/2) hours off for every hour of overtime worked, except that such overtime work shall be paid in cash at the rate of one and one-half (1-1/2) times the hourly rate of pay when specifically authorized by administrative order of the County Executive.

All compensatory time off must be taken within twelve (12) months of the date the overtime was worked, and failure to take the compensatory time off shall be deemed a waiver of the compensatory time by the worker. In the event the appointing authority does not provide compensatory time off during the mandatory time period, the worker may take compensatory time off as a matter of right 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

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compensation for overtime where compensatory time off is allowed, if the appointing authority agrees.

- e) The Union and the Department of Labor Relations, where permitted by law, may waive the overtime provisions of this Agreement in order to implement mutual agreements reached pursuant to Section 8.14 - Varying Hours.
- f) **Distribution of Overtime**  
In the absence of a departmental agreement on the subject, overtime work assignments shall be distributed among workers in the same classification and applicable work unit as equally as practicable, where volunteers exist, volunteers will be utilized first, when possible. Overtime work required beyond the regular eight (8) hour or ten (10) hour duty shift shall be offered first to the regular workers who normally work such assignments.

### **Section 8.3 – Work Schedules -CCL**

#### **a) Hours of Operation**

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) Alternate Hours Schedules**

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.

Matters subject to alternate hours 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**

From: SEIU 521 to Santa Clara County 6/30/23

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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**

Recommendations 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 an unpaid meal period of not less than thirty (30) minutes nor more than one (1) hour, scheduled at approximately the mid-point of the workday. Workers required to be at work stations for eight (8) or more consecutive work hours shall have their meal during work hours.

b) **Overtime Meals – Union Holds to CCL and Rejects County Proposal 6/26/23**

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 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 fourteen (\$14.00) dollars. Workers shall be provided an additional reimbursement as above for every seven (7) hour period of overtime completed thereafter. If a worker is called 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 fourteen (\$14.00) dollars.

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

c) **County Facilities**

Whenever the duties or responsibilities of any County worker require him/her to be present and on duty during the serving of meals in a County facility and where such duty or responsibility occupies that worker's meal period, such individual shall be entitled to that meal without charge.

d) **Meal Rates**

In each County dining facility where meals are served to workers at the worker's expense, the department head in charge of the operation of that facility shall

prescribe the rates to be charged. The rates so prescribed shall, as a minimum, be sufficient to defray the costs of the food served.

**e) Acute Care Hospital, Clinic, or Public Health Meal and Rest Periods – Union TA's to County's June 28<sup>th</sup> Proposal**

**1. Definitions**

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

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

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

**2. Covered Classifications**

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

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

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

**3. Unpaid Meal Periods**

- a.** An employee working more than five (5) hours during a shift will be provided one (1) unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour. An employee working in excess of ten (10) hours during

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a shift will be provided an additional unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour.

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

#### **4. Paid Rest Breaks**

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

#### **5. Combined Unpaid Meal Periods and Paid Rest Breaks**

- a. An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior Management approval, combine up to two (2) paid rest breaks together during that shift, for a combined, continuous paid rest break of thirty (30) minutes.
- b. An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior Management approval, combine an unpaid meal period with one (1) or two (2) of their paid rest breaks during that shift. Employees combining an unpaid meal period with one or more paid rest breaks will only be paid for the portion of time considered part of the employee's paid rest break(s).
- c. Within the parameters set forth in this Section, Management has the right to decide the timing and order of the combined rest breaks and combined meal period / rest break(s). Other than in emergency circumstances, the County will provide the Union notice and the opportunity to meet and confer

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regarding elimination of the combined meal period / rest periods, to the extent required by the MMBA and/or Memorandum of Agreement.

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

- a. Subject to the limitations in this Section:
  - i. An employee who is not provided one (1) or more required meal period(s) required by this Side Letter will be entitled to one (1) hour of additional pay at their regular rate of pay.
  - ii. An employee who is not provided one (1) or more of their required rest period(s) required by this Side Letter will be entitled to one (1) hour of additional pay at their regular rate of pay.
- b. The maximum monetary remedy for any workday will be two (2) one (1) hours of additional pay per one (1) continuous shift: (one hour for one (1) or more missed rest breaks and one (1) hour for one (1) or more missed meal periods).
- c. A monetary remedy shall not apply where an employee chooses to work during a provided meal period or rest break.

**Section 8.5 – Rest Periods -CCL**

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 -CCL**

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 – Union modifies 6/30/23.**

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**

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

c) **Rates of Pay**

Workers assigned to on-call duty shall receive, in addition to their regular salary, ~~thirty-eight~~ forty dollars (~~\$3840~~) for each eight (8) hour shift, or substantial portion thereof, of assigned call duty, except for the following classifications which shall receive one-half of their regular base rate of pay for each hour of assigned call duty within the same 24 hour-period when assigned to the Santa Clara Valley Health and Hospital System.

R78 Anesthesia Technician

S6A Ultrasonographer I - A

S6B Ultrasonographer I - B

S6C Ultrasonographer I - C

S9A Ultrasonographer II - A

S9B Ultrasonographer II - B

S9C Ultrasonographer II - C

S9D Ultrasonographer II-D

S9J Cardiac Sonographer I

S9H Cardiac Sonographer II

S9G Cardiac Sonographer III

R2V Associate Cardio Interventional Technologist

R2W CardioVascular Interventional Technologist

R2X Interventional Radiology Technologist

R8D Diagnostic Imaging Technologist I – Mammography

R8G Diagnostic Imaging Technologist I - Clinical Instructor

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R8E Diagnostic Imaging Technologist I - Computed Tomography

R8F Diagnostic Imaging Technologist I - Computed Tomography and Mammography

R8C Diagnostic Imaging Technologist I - Fluoroscopy

~~R88 Diagnostic Imaging Technician II~~

R8B Diagnostic Imaging Technologist II – Computed Tomography

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

~~R2E Magnetic Resonance Imaging Technologist~~

R6A Magnetic Resonance Imaging Technologist-AngioMagnetic Resonance Imaging (MRI) Technologist - Magnetic Resonance Angiography

R6C Magnetic Resonance Imaging (MRI) Technologist - Computed Tomography

S23 Surgical Technician

R27 Pharmacist

P40 Pharmacist Specialist

J1S Epic Pharmacy Informaticist

R15 Respiratory Care Practitioner I

R1S Respiratory Care Practitioner II

~~R54 Respiratory Therapy Inservice Coordinator~~ Services Specialist

~~S30 Ultrasonographer I~~

~~S29 Ultrasonographer II~~

Y04 Medical Social Worker I

Y0E Medical Social Worker I – U

Y03 Medical Social Worker II

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Y0D Medical Social Worker II-U

S79 Per Diem Ultrasonographer I

S98 Per Diem Ultrasonographer II

R2G Per Diem Respiratory Care Practitioner

S9K Per Diem Cardiac Sonographer II

S9L Per Diem Cardiac Sonographer III

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

d) **Notification to Union**

Should any other classes unique to Santa Clara Valley Health and Hospital System be assigned to on-call duty, the County agrees to notify the Union of the assignment and to meet and confer as to which of the above rates apply.

e) **Beepers**

Beepers shall be provided to all workers, who request them, when placed on on-call status.

**Section 8.8 – Non-Contiguous Overtime Guarantee – Union modifies June 30<sup>th</sup>**

If overtime work does not immediately follow or precede the regular work shift a minimum of four (4) hours overtime shall be credited to 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):

R78 Anesthesia Technician

S6A Ultrasonographer I - A

S6B Ultrasonographer I - B

S6C Ultrasonographer I - C

S9A Ultrasonographer II - A

S9B Ultrasonographer II - B

S9C Ultrasonographer II - C

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S9D Ultrasonographer II-D

S9J Cardiac Sonographer I

S9H Cardiac Sonographer II

S9G Cardiac Sonographer III

R2V Associate Cardio Interventional Technologist

R2W CardioVascular Interventional Technologist

R2X Interventional Radiology Technologist

R8D Diagnostic Imaging Technologist I – Mammography

R8G Diagnostic Imaging Technologist I - Clinical Instructor

R8E Diagnostic Imaging Technologist I - Computed Tomography

R8F Diagnostic Imaging Technologist I - Computed Tomography and Mammography

R8C Diagnostic Imaging Technologist I - Fluoroscopy

R8B8 Diagnostic Imaging Technologist II – Computed Tomographyician II

S85 Licensed Vocational Nurse, when acting in lieu of ~~S23\_Operating Room Surgical Technician~~

S23 Surgical Technician

R27 Pharmacist

P40 Pharmacist Specialist

R15 Respiratory Care Practitioner

R54 Respiratory Therapy Inservice Coordinator Services Specialist

S30 Ultrasonographer I

S29 Ultrasonographer II

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Y04 Medical Social Worker I

Y0E Medical Social Worker I-U

Y03 Medical Social Worker II

Y0D Medical Social Worker II-U

S79 Per Diem Ultrasonographer I

S98 Per Diem Ultrasonographer II

R2G Per Diem Respiratory Care Practitioner

S9K Per Diem Cardiac Sonographer II

S9L Per Diem Cardiac Sonographer III

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

The payment of the guaranteed four hour minimum is subject to all the provisions of Article 8, Section 8.2, Overtime Work.

A worker is credited with a guaranteed four (4) hour minimum under this section for each occurrence of non-contiguous overtime during a scheduled shift, except that a worker shall not be credited with an additional four (4) hour guaranteed minimum until the original four (4) hours has elapsed.

A worker who is On-Call pursuant to Section 8.7 and responds to telephone calls, or who respond to telephone calls for emergency purposes without having to leave home and return to a recognized work location shall be credited with twenty-four (24) minutes for each after-hour telephone call, or the actual time spent, whichever is greater. More than one call within the same twenty-four (24) minute window shall be considered one transaction and shall result in pay for only one twenty-four (24) minute period. The worker will keep a record of the number of calls, the length of each call, the name of the caller(s), and the purpose of each call.

### **Section 8.9 – Evening/Night Shift Differential -County TA 6/24**

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

An evening shift differential of three dollars and sixty-four cents (\$3.0064) per hour shall be paid to workers for each hour worked after 2:00 p.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are

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worked after 5:00 p.m. ~~Effective June 15, 2020 Pay Period 20/14, the evening shift differential will be increased to three dollars and fourteen cents (\$3.14). Effective June 14, 2021, Pay Period 21/13, the evening shift differential will be increased to three dollars and thirty nine cents (\$3.39). Effective June 13, 2022, Pay Period 22/13, the evening shift differential will be increased to three dollars and sixty four cents (\$3.64).~~

b) **Night Shift Differential -County TA 6/24**

A night shift differential of four dollars and ninety cents (\$4.0090) per hour shall be paid to workers for each hour worked after 11:00 p.m. and prior to 7:30 a.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 11:00 p.m. and before 7:30 a.m. ~~Effective June 15, 2020, Pay Period 20/14, the night shift differential will be increased to four dollars and fourteen cents (\$4.14). Effective June 14, 2021, Pay Period 21/13, night shift differential will be increased to four dollars and thirty nine cents (\$4.39). Effective June 13, 2022, Pay Period 22/13, the night shift differential will be increased to four dollars and sixty four cents (\$4.64).~~

c) **Regularly Scheduled Shifts**

A worker shall not be paid two different shift differential rates during a regularly scheduled shift. If a worker meets the criteria for both evening and night shift differential during a regularly scheduled shift, the worker shall receive the night shift differential for all eligible hours.

d) **Overtime Shifts**

Overtime shifts stand alone and shall be treated as two separate shifts for purposes of determining whether the night or evening shift differential rate is paid. (Total hours worked is the basis used for computing eligibility for the differential.)

e) **Part-time Workers**

Workers in part-time codes (twenty hours (20) or less in a work week) will receive the above differential if at least two (2) hours of an assigned schedule of contiguous hours meet the above guidelines.

f) **Eligible Classifications**

The premium for shift differential shall be paid to all County workers (as outlined above), irrespective of classification, pay level, overtime status, holiday work, or other wage variations (except as required by law).

g) The shift differential shall not be allowed in computing payments at time of termination.

- h) This differential shall only be paid on actual hours worked. In addition, workers whose shifts are temporarily changed (either voluntarily or at management discretion) will be paid based on actual hours worked.

**8.X NEW SECTION: Weekend Differential — Union Rejects the County's Proposal and Modifies June 30<sup>th</sup>**

The County shall pay a weekend shift differential of ~~two~~ one dollars (\$2 1.00) per hour for each hour the worker works between 12:01 a.m. on Saturday and 11:59 p.m. on Sunday, unless the employee is eligible to receive time and a half for working on a third consecutive weekend (Third Weekend Pay), in which case the employee shall receive Third Weekend Pay for that weekend work instead.

This is a package proposal that incorporates the new language in Article 8 — Hospital Weekend Shift Differential and the deletion of all Weekend Off and 3<sup>rd</sup> weekend pay provisions, including Appendix B. 14 — Weekend Off Provision, Appendix E. 7 — Weekend Off Provision, and any relevant Departmental Agreement language related to weekend off provisions or 3<sup>rd</sup> weekend pay provisions.

The County shall pay a weekend shift differential of two dollars (\$2.00) per hour to each worker in Budget Unit (BU) 921 Santa Clara Valley Healthcare, BU 415 Behavioral Health Services and BU 414 Custody Health Services for each hour of the worker's regularly scheduled weekend shift that worker works between 12:01 a.m. on Saturday and 11:59 p.m. on Sunday. For the night shift only, the weekend will begin at the start of the worker's regularly scheduled Saturday shift (e.g., 11:00 p.m. on Friday) and terminate at the end of a worker's regularly scheduled shift on Sunday (e.g., 11:30p.m. on Sunday). Workers must physically work the weekend hours outlined in this section to receive the differential. Vacation, sick, compensatory time, holiday time off, and personal leave do not qualify for the differential.

The County's proposed weekend differential is contingent upon SEIU Local 521's acceptance of the County's proposal to eliminate all Weekend Off and 3<sup>rd</sup> weekend pay provisions, including Appendix B. 14 — Weekend Off Provision, Appendix E. 7 — Weekend Off Provision, and any relevant Departmental Agreement language related to weekend off provisions or 3<sup>rd</sup> weekend pay provisions. If SEIU Local 521 does not agree to eliminate all Weekend Off and 3<sup>rd</sup> weekend pay provisions, including Appendix B. 14 — Weekend Off Provision, Appendix E. 7 — Weekend Off Provision, and any relevant Departmental Agreement language related to weekend off provisions or 3<sup>rd</sup> weekend pay provisions, the County reserves the right to withdraw its weekend differential proposal.

**Section 8.10 – Split Shift Pay -CCL**

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A worker who is performing services upon a split shift shall be paid an additional twelve dollars and fifty cents (\$12.50) 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 -CCL**

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 16.2 of this Agreement.

**Section 8.12 – Bilingual Pay -CCL**

On recommendation of the appointing authority and the Director of Personnel, the County may approve payments of one hundred seventy dollars (\$170) 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 payments will be 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 -Modified CCL - TA**

- a) ~~The County agrees to establish a Voluntary Reduced Work Hours Program, is available to for~~ full-time workers represented by the Union. The purpose of the Program is to reduce work hours and a commensurate amount of pay on a voluntary basis. If the County seeks to create a Countywide voluntary reduced work hours policy that applies to the Union, the County will: 1) provide notice of its intent to create a Countywide voluntary reduced work hours policy; and 2) upon demand by the Union, meet and confer about that Countywide voluntary reduced work hours policy. Following notice and completion of any meet and confer process following a demand by the Union, the Voluntary Reduced Work Hours program contained in this Agreement will sunset and cease by its own terms, and the Countywide policy shall apply instead.

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- b) Workers may elect a two and one-half percent (2 1/2%), five percent (5%), ten percent (10%), or twenty percent (20%) reduction in pay for a commensurate amount of time off for a six (6) month period. Admission to the plan will be at six (6) month intervals - pay period 5 and pay period 18. The parties shall meet and agree upon the beginning date for the Program.
- c) All persons in the Program will revert to their former status at the end of six (6) months. If a worker transfers, promotes, demotes, terminates, or in any other way vacates or reduces his/her present code, he/she will be removed from the Program for the balance of the six (6) month period.
- d) Workers who wish to voluntarily reduce their work hours may submit a written request to their immediate supervisor within the designated window period. Supervisors must issue a written response to the worker within five (5) working days. If the request is being denied, the specific reason for denial will be included in the response. Copies of this shall be delivered by mail to the Union and the designated Chief Steward.
- e) If the worker is not satisfied with the decision, he/she may, within five (5) working days after receipt of the supervisor's response, submit a written request to the Department Director for a meeting to make a verbal appeal.
- f) It is agreed that the Department Director or his/her direct report or another member of Executive Management, will arrange a meeting with the worker within five (5) days after the receipt of such a request. The worker may have a Steward assist him/her in the meeting. Every effort will be made to accommodate the worker, steward and manager when scheduling the meeting. Timelines can be extended by mutual agreement to accommodate absences. The Department Director shall send a final decision in writing to the worker within five (5) working days of such a meeting. Copies of this decision shall be delivered by mail to the Union and the designated Chief Steward.
- g) Compensatory time shall accrue as earned and shall not be scheduled on any day considered as a County holiday. Workers may use the reduced hours time in advance of accrual and will reimburse the County for hours taken in advance of accrual upon early termination from the Program.
- h) Participation in this Program shall be by mutual agreement between the worker and the department/agency head. At no time will approval be given if it results in overtime. Restrictions by Department/Agencies within work units shall be uniformly applied.

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- i) It is understood by the County that due to this Program there may be lower levels of service.
- j) All workers will be notified in writing regarding the Program specifics and the sign-up options. Such written notice to be mutually agreed upon by the parties.
- k) Full and timely disclosure of actual sign-ups and any analysis developed will be made available to both the County and the Union.
- l) This agreement governs as to the Voluntary Reduced Work Hours Program, but will in no way alter the meaning of the Union and County agreements currently in effect. This will include any departmental, master, unit, sideletter agreements, etc.
- m) It is agreed that the workload standards referred to in the Social Services Unit will be reduced for each worker, proportionate to each worker's reduction in hours. (This section is only applicable to SSU.)

**Section 8.14 – Request for Alternate Hours Schedule -CCL**

During the month of November, the Union may request an informal meeting with the Office of Labor Relations regarding requests for varying work hour schedules such as 4-10 or 9-80 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 the Union's proposal on the schedule. 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 -CCL - TA**

**Section 8.16 – Hazard Duty Pay -Proposal June 24 - TA**

**a) Coverage**

The work places covered by this differential are the JPD Ranches and the locked/secured sections of the following facilities:

1. Emergency Psychiatric Service
2. Main Jail
3. Elmwood
4. North County Jail
5. JPD Hall (including Transportation Officers)
6. Psychiatric Inpatient

**b) Full Time Payment**

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~~A premium of one dollar and twenty-five fifty cents (\$1.5025) per hour shall be paid to coded classifications while in paid status whose regular assignment for the County is in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holidays worked, or other wage variations. This hazard duty premium shall be included in the pay status time of the coded classifications described in this paragraph b). Workers must physically work within the locations outlined in Section 8.16 to receive the hazard duty pay. Telework, remote work, vacation, sick, compensatory time, holiday time off, and personal leave do not qualify for the pay.~~

~~Effective June 13, 2022 Pay Period 22/13 Hazard Duty Pay will be raised by fifteen cents (\$0.15) to one dollar and forty cents (\$1.40).~~

**c) Part Time Payment**

~~A premium of one dollar and twenty-five fifty cents (\$1.5025) per hour shall be paid to coded classifications whose regular assignment is not in a work place described in a) for only the hours assigned and worked in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holiday work, or other wage variations.~~

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

~~Effective June 13, 2022 Pay Period 22/13 Hazard Duty Pay will be raised by fifteen cents (\$0.15) to one dollar and forty cents (\$1.40).~~

**d) Classifications Assigned to Elmwood**

~~Included in the coded classifications covered by a) and b) are the following coded classifications assigned to Elmwood: Community Workers and Rehabilitation Officers; provided that if any of the foregoing is assigned for an entire pay period to work outside Elmwood, such worker shall not receive hazard duty pay for such pay period.~~

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

**f) Termination Payment**

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

g) **Safety Retirement Exclusion**

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

**Section 8.18 – Telework -Union moves to CCL**

a) **Telework Program**

The County of Santa Clara recognizes that flexible work arrangements and reduced commutes may benefit the employee, the department and the public by making the most efficient use of staff time.

The County shall maintain a teleworking program for workers in SEIU 521 represented classifications. The County shall provide training for supervisors and workers who meet the criteria for participating in the program.

The Union shall have the right to meet and confer over any proposed changes to the telework program.

b) **Eligibility for telework**

Eligibility is based on many criteria, and many job classifications and associated job responsibilities may not be conducive to teleworking. The following requirements are presented to help the employee and supervisor determine if teleworking is feasible. Additionally, a change in job duties and assignments, such as being assigned to work out of class, being assigned to a new project, or covering for coworkers who are out on vacation or leave, may affect eligibility. For this reason, it is the supervisor's responsibility to periodically assess the teleworking arrangement with the employee to address any change in eligibility.

Meeting any eligibility requirement does not guarantee approval to telework. Approval is given on a case by case basis; however, for approval to be given, an employee must meet all requirements.

Criteria for an employee to telework include:

- Full or part time status
- Permanent status (no original probationary status); others on exception basis only, subject to approval by department head
- Classified or unclassified position



- Employee is in compliance with County merit system rules, regulations or policies, and/or department rules and policies
- Demonstrated job performance to be able to work independently as determined by the immediate supervisor
- Job performance meets or exceeds expectations
- Employee's telework consists of the employee's regular work responsibilities, including call-back and on-call duties
- Employee's job duties allow him/her to be away from the County work site for a period of time during the work week
- Teleworking does not impede other workers from performing their job duties
- No reduction of service to internal and external customers and clients
- Employee and supervisor agree in writing on a teleworking arrangement, which is approved in writing by the department head or designee.
- Employee has access to required supplies and equipment to telework and has an acceptable workspace and environment to effectively work at home.

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

- Telework Request and Approval Form is completed and approved
- Telework Agreement/Assignment Form is completed and approved
  - c) Teleworking is a management option, not an entitlement. Any telework agreement may be revoked or modified by the Department at any time for any reason. This section is not subject to the grievance procedure.

## ARTICLE 9 – UNIFORMS AND CLOTHING

### Union TA's on County June 30<sup>th</sup> Proposal

#### Section 9.1 – Uniforms

##### Uniform Allowance

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

Every newly hired County worker covered under Section 9.1 (1)a) 1., excluding Sheriff's Department and the Department of Correction workers, who is required to have and maintain a uniform shall receive an advance credit to be used exclusively to purchase required uniform items. These uniform items are the property of the County and must be returned upon separation or when the worker moves to a classification that no longer requires a uniform. Workers who receive the initial uniform credit shall not receive the per-pay-period uniform allowance, above, during their first year of employment.

Uniforms allowance shall be payable to the following classes:

- V57 Animal Control Officer
- V5H Senior Animal Control Officer
- G74 Custody Support Assistant
- V42 Estate Property Specialist
- M11 Fleet Maintenance Scheduler (Sherriff Office only)
- N96 Hospital-Stationary Engineer
- D43 Law Enforcement Clerk (Sheriff's Office Records & Admin Booking DOC only)
- D63 Law Enforcement Records Specialist (Sheriff's Office Records & Admin Booking DOC only)

From: SEIU 521 to Santa Clara County 6/30/23

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D42 Law Enforcement Records Technician–(Sheriff's Office Records & Admin Booking DOC only)  
T17 Park Maintenance Worker I  
T16 Park Maintenance Worker II  
T32 Park Services Attendant  
T38 Park Rangemaster I  
T37 Park Rangemaster II  
T31 Park Interpreter  
T13 Park Heavy Equipment Operator  
T93 Park Maintenance Crew Chief  
T95 Park Maintenance Crafts Worker  
T1C Park Trails Specialist  
T91 Park Natural Resources Program Coordinator  
 M38 Parking Lot Checker  
 M35 Parking Patrol Coordinator  
X55 Probation Assistant I  
X54 Probation Assistant II  
X23 Probation Counselor I  
X22 Probation Counselor II

F02 Property/Evidence Technician  
 U98 Protective Services Officer  
T27 Senior Park Maintenance Worker  
U9Z Sheriff Protective Services Officer  
 G73 Sheriff Technician (Sheriff's Office civil and court division)  
 N95 Sr. Hospital Stationary Assistant Chief Engineer  
 N93 Stationary Engineer – Facilities and Fleet  
 X81 Weed Abatement Inspector

2. Newly hired coded workers, not previously employed by the County, who are required to wear a uniform and in classifications listed in Section 9.1(a1) within the Sheriff's Department and the Department of Correction, shall receive an initial advance credit of eight hundred and fifty (\$850) dollars to be used exclusively to purchase required uniform items. These uniform items are the property of the County and must be returned upon separation or when the worker moves to a classification that no longer requires a uniform. uniform allowance. Those workers who receive the initial-eight hundred and fifty (\$850) dollar allowance advance credit will not receive the five hundred fifty (\$550) dollar March per-pay-period allowance or the five hundred and fifty (\$550) dollar advance credit in Section 9.1(1), above, in their first year of service. The eight hundred and fifty (\$850) dollar uniform allowance will be divided by the number of pay periods in the remaining in the pay roll calendar year (26 or 27 pay periods depending on the payroll

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

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

a) **County Issued Uniforms**

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

b) **New Uniform Requirements**

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

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

c) **Clothing Allowance**

A yearly clothing allowance of one hundred (\$100.00) dollars shall be payable annually in the month of March. ~~The clothing allowance shall be prorated for new hires and for any worker on an unpaid leave of absence of one or more full pay periods. The clothing allowance will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar~~

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year) and the quotient will be paid to the worker each pay period. The clothing allowance will not be paid for any pay periods in which the worker is in an unpaid status for the complete pay period. ~~The clothing allowance will be prorated for code status (full time employee or part time employee).~~ Newly hired workers will receive the clothing allowance beginning on their pay period of hire. Newly hired workers will not be paid the clothing allowance retroactively to the first pay period of the payroll calendar year. Clothing allowances shall be payable to the following classes:

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

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

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

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

- a) The clothing, uniform or equipment is specifically required by the department or necessary to the workers to perform his/her duty; and not adaptable for continued wear to the extent that they may be said to replace the worker's regular clothing; or
- b) The clothing, uniform or equipment has been damaged or destroyed in the course of making an arrest, or in the issuance of a citation, or in the legal restraint of persons being placed in custody or already in custody, or in the service of legal documents as part of the worker's duties or in the saving of a human life; and
- c) The worker has not, through negligence or willful misconduct, contributed to such damage or destruction of said property.

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

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

**a) Reimbursement**

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

**b) Eligible Classifications**

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

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

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

All workers in the classifications listed in 9.3(b) shall be required to wear appropriate safety footwear, as authorized and approved by the County Executive,

during all working hours unless the worker is occupying a position exempted from the mandatory requirement.

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

d) **Safety Committee**

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

e) **Reimbursement Process**

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

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

f) **Individual Workers**

If any worker believes s/he needs safety shoes to perform his/her assignment, s/he may request a job hazard assessment of his/her assignment to County OSEC. An assessment shall be conducted by County OSEC or the Safety Coordinator or department designated representative (who is trained to conduct assessments) within 60-90 calendar days to determine whether the position requires safety shoes. A final determination and shoe reimbursement shall be in accordance with Section 9.3(d) and within 120 days.



## ARTICLE 12 – LEAVE PROVISIONS

**Section 12.1 – Personal Business/Belief Day -CCL**

**Section 12.2 – Sick Leave -CCL**

**Section 12.3 – Fitness for Duty Examination -CCL**

**Section 12.4 – Use of Paid Administrative Leave during an Administrative Investigation -CCL**

**Section 12.5 – Military Leave -CCL**

**Section 12.6 – Leaves of Absences -CCL**

**Section 12.7 – Other Family Leave -County TA's to UP June 26<sup>th</sup>**

Paid and/or unpaid leaves of absence may be granted by the County as designated in the County Leave of Absence Policy and/or County ordinance. The Leave of Absence Policy provides information related to paid and/or unpaid leaves of absence, including leaves provided by Federal or State law, and provides eligibility requirements, guidelines and procedures for paid and/or unpaid leaves of absence. Leaves provided by Federal or State law are not subject to the grievance procedure of this agreement.

Upon request, family leave, with or without pay, shall be granted to attend the serious health condition of a family member in accordance with the Family and Medical Leave Act, California Family Rights Act, and the County's Leave of Absence Policy, and/or County ordinance for a period of up to six (6) months.

**a) Parental Leave**

**1. Length**

~~Upon request, parental leave without pay shall be granted to natural or adoptive parents by the appointing authority for a period of up to six (6) months. With notice no less than one (1) month prior to the conclusion of the leave, such leave may be extended up to one (1) year upon approval of the appointing authority. A request for extension can only be denied for good cause. A worker who is pregnant may continue to work as long as her physician approves. Adoptive parents shall not be covered by County medical benefits while on maternity leave except as otherwise provided by law.~~

**2. Sick Leave Use**

~~If, during the pregnancy leave or following the birth of a child, the worker's physician certifies that she is unable to perform the duties of her job, she may use her accumulated sick leave during the period certified by the physician.~~

**b) Other Family Leave**

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Upon request, family leave, with or without pay shall be granted for the placement of a foster child or to attend to the serious illness of a family member in accordance with the Family and Medical Leave Act, and the County's Family and Medical Leave Policy, for the serious illness of a registered domestic partner, for a period of up to six (6) months.

**Section 12.8 – Leaves to Perform Jury Duty or to Respond to a Subpoena -CCL**  
**Section 12.9 – Educational Leave and Tuition Reimbursement Fund -Union agrees to County Proposal 6/26/23**

**a) Tuition Re-imbusement and Educational Leave**

The County shall maintain an educational leave and tuition reimbursement program for the term of this Agreement. The total monies in this program will be administered at the County level. The fund will consist of seven hundred fifty thousand dollars (\$750,000) per fiscal year for all Local 521 units in each fiscal year. One-half (1/2) of each year's fund will be available on July 1 and on January 1.

Funds not used for any period shall be carried over for use in the next period. No amount may be approved or expended beyond funds available for the term of the Agreement. Tuition reimbursement funds shall not be used for County, State, or Federal required licenses or certifications as outlined in Section 12.13.

**b) CountyWise Classes**

One hundred thousand dollars (\$100,000) is hereby allocated in each fiscal year from the Tuition Reimbursement Fund towards the costs of CountyWise classes. Workers are entitled to enroll in CountyWise classes subject to training slots being available but not subject to the requirements or conditions in c) through g) below. These funds will be used for Local 521 represented workers only.

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

**c) Eligibility**

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

1. ~~The worker is not receiving reimbursement from any other government agency or private source. (This applies to workers applying for tuition reimbursement only.)~~ If the worker is receiving reimbursement from any other government agency or private source, that amount shall be applied first to the cost of the training tuition. If the reimbursement from all other government agencies and/or private sources does not cover the entire tuition cost, the employee may receive tuition reimbursement from the

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County, subject to the individual (currently \$3,000) and County-wide (currently \$750,000) caps on educational leave and tuition reimbursement.

2. The training undertaken is related to the worker's occupational area or has demonstrated value to the County.
3. The application was filed with the appointing authority or her/his designee prior to the commencement of the course. Applications requiring time off must be filed with and signed by the appointing authority at least ten (10) days prior to the commencement of the course.
4. Substitute courses may be approved when approved courses are found to be unavailable.
5. There are sufficient funds available in the program. (This applies to workers applying for tuition reimbursement only.)
6. The worker has not exhausted the annual maximum reimbursement limit. (This applies to worker's applying for tuition reimbursement only.)

**d) Disapproval**

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

1. Notice of disapproval is given to the worker within ten (10) working days after receipt of the application; and
2. The County alleges disapproval is necessary because any of the provisions above have not been met. When a worker disagrees with the disapproval and files a grievance, she/he shall be allowed to continue the course with time off as provided for in this Section, except for denial based on paragraph c(5) above. If a final determination is made against the worker, time off shall be made up by working, charging vacation time or comp time, or payroll deduction, and tuition reimbursement shall not be paid. If a final determination is made supporting the worker, she/he shall be fully reimbursed in accordance with this section.
3. The County and the Union agree to schedule an expedited grievance arbitration within 30 calendar days of Step II response.

**e) Reimbursement**

Total reimbursement for each worker participating in the program will not exceed ~~two~~ three thousand dollars (\$23,000.00) in each fiscal year. Meals, lodging, and

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transportation costs will not be reimbursed pursuant to IRS regulations. Within the above limit, workers shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of proof of cost and proof of course completion.

**f) Deduction Authorization**

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).

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**Section 12.10 – In-Service Education Programs -TA to CCL**

**Section 12.11 – Bereavement Leave -Union Agrees to County Proposal 6/26/23**

Leaves of absence with pay shall be granted workers in order that they may discharge the customary obligations arising from the death of a family member. " Family member" shall mean the child, parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, stepparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any person living in the immediate household of the worker, and any other family member for whom bereavement leave is required by law. Up to forty (40) hours pay shall be granted which will consist of sixteen (16) hours not charged to any accumulated balance followed by twenty-four (24) hours chargeable to sick leave, if necessary. An additional twenty-four (24) hours, sixteen (16) chargeable to sick leave and eight (8) not charged to any accumulated balance, is authorized if out-of-state travel is required.

**Section 12.12 – State, Federal and/or County Required Continuing Education Fund CP date change June 13, 2023 – Union Agrees to County Proposal 6/26/23**

For the term of this Agreement, the County shall continue a fund of two hundred thousand (\$200,000) per year, with rollover, to be administered at a County-wide level. The purpose of the fund will be to provide reimbursement to workers for the costs of State, Federal and/or County required continuing education.

**a) General Provisions**

1. Only workers whose classifications have mandated State, Federal and/or County continuing education requirements shall be eligible for reimbursement of costs of the mandated continuing education. A list of eligible classifications shall be maintained by ESA. The County shall provide the list to the Union at least annually. The Union shall be notified of any changes to the list of eligible classifications.
2. Should Local 521 SEIU no longer represent any of these classifications this provision shall remain in effect for the remaining classifications. Workers shall not lose any rights to this fund because of reclassification or retitling of a classification as long as the new classification also has a State, Federal and/or County required continuing education.
3. The County and the Union shall meet prior to the printing of the agreement to determine a notification method when affected classifications are designated by the State, Federal and/or County to receive this reimbursement.
4. This fund shall apply to all workers in classifications noted above who are required by the State, Federal and/or County to take continuing education courses. There are three eligibility periods. The first is

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between June 12, 2023 and June 9, 2024. The second is between June 10, 2024 and June 8, 2025. The third is between June 9, 2025 and June 7, 2026. Eligible workers may only apply for State, Federal and/or County mandated continuing education courses. Workers may apply for reimbursement to cover fees or tuition and books for State, Federal and/or County required continuing education courses, workshops or seminars.

5. Total reimbursement for each worker participating in this program will not exceed the actual amount of the continuing education.

b) **State, Federal and/or County Mandated Continuing Education Reimbursement**

1. Workers who must complete State, Federal and/or County mandated continuing education requirements in order to maintain a State, Federal and/or County mandated license or certificate may apply for reimbursement under this provision.
2. Eligible workers may receive reimbursement for fees or tuition, books and other required items if the course, workshop or seminar qualifies for State mandated continuing education.
3. Lodging, travel and other incidentals are not reimbursable under this fund.
4. Funds for this provision will be paid to workers for classes taken in eligibility periods as stated in Section 12.12(a). Requests for reimbursement are to be submitted on a form provided by the County no later than 60 days after the end of the eligibility period. The amount will be disbursed upon presentation of receipt of proof of cost and proof of course completion for required continuing education classes and subject to the availability of funds.
5. Eligible workers will be required to seek reimbursement from this fund first. Any remaining expenses may be reimbursed through regular tuition reimbursement (Article 12.9) procedures. In no event shall the reimbursement exceed the maximum allowed under the appropriate fund or the cost of the course.

c) **Reasons for Denial**

Management may disapprove an application for reimbursement under this provision provided:

1. There are not sufficient funds available in the program.

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2. The worker has already received the maximum allowed under this program.

**Section 12.13 – State, Federal, and/or County Required Licensure/Certification Reimbursement -CCL**

Only workers whose classifications have mandated State, Federal and/or County licensing and/or certification requirements shall be eligible for reimbursement of costs of the mandated County, Federal and/or State required license and/or certification. A list of eligible classifications shall be maintained by ESA. The County shall provide the list to the Union at least annually. The Union shall be notified of any changes to the list of eligible classifications.

All eligible workers whose State and/or Federal mandated license/certification expires in eligibility periods stated in Section 12.12(a) 4 may apply for reimbursement of the actual cost of the licensure/certification 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 cost and proof of receipt showing renewed license/certificate.

**Section 12.14 – Education Reimbursement Committee -TA to UP 6/23**

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

**Section 12.154 – Drivers Licenses -CCL**

- 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.

**Section 12.165 – Time Off for Career Advancement for County Employment Opportunities -CCL**

From: SEIU 521 to Santa Clara County 6/30/23

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## ARTICLE 13 – BENEFIT PROGRAMS

### **County proposal June 15 – Union Agrees to County Proposal**

#### **Section 13.1 – Workers' Compensation**

a) **Eligibility**

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

b) **Compensation**

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

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

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

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

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

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

d) **Treatment Following Return from Leave**

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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

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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:  
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.

From: SEIU 521 to Santa Clara County 6/30/23

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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.

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

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

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

- f. **Delayed Enrollment in Retiree Medical Plan**

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

- g. **Employee Contribution Toward Retiree Medical Obligation Unfunded Liability**

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

- ~~h. Limited Reopener on Retiree Health Reimbursement Account:~~

From: SEIU 521 to Santa Clara County 6/30/23

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

b) **Dental Insurance**

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

Basic and Prosthodontics:	75-25 - no deductible. \$2,000 maximum per patient per calendar year.
Orthodontics:	60-40 - no deductible. \$2,000 lifetime maximum per patient (no age limit).

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

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

c) **Health Plan Bonus Waiver Program**

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

1. ~~Effective with each new plan year, a worker who waives medical coverage for self and family must do so for the entire plan year by signing up in a special~~the open enrollment period in the prior November. The worker shall then receive a bonus of seventy-four dollars (\$74.00) gross payment per pay period (subject to the usual payroll deductions) commencing in the pay period when open enrollment changes take effect~~the first pay the first pay period of the pay year and through the end of the pay year.~~
2. A part-time worker who waives medical coverage will receive a pro-rated bonus payment according to the code status. At the end of a plan year, a part-time worker may submit a request for supplemental bonus payment to ESA-Benefits Department Division~~for~~ adjustments due to additional hours worked beyond code status.

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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.

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## **Section 13.3 – Training for Disabled Workers County Proposal June 15 – Union Accepts County Proposal**

### **a) Vocational Rehabilitation Supplemental Job Displacement Benefit**

~~When a worker is determined by the County unable to return to the classification in which he/she was employed at the time of injury or illness because of a work-connected illness or injury and does not elect a disability retirement, that worker will be offered vocational rehabilitation. Injured workers may be entitled to supplemental job displacement benefits, if any, subject to California Workers Compensation law.~~

### **b) Lateral Transfer/Demotion Openings**

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

### **c) Salary Level**

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

### **d) Training Program**

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

### **e) Placement Review**

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

### **f) Promotions**

Any position which involves a promotion will call for the normal qualifying procedures, written and/or oral examination. However, if it is found that a worker

meets all the qualifications for a higher paying position and an eligibility list is already in existence, the worker shall be allowed to take a written and/or oral examination, and, if the worker qualifies, the worker's name will be placed on the eligibility list commensurate with his/her score.

~~g) **Referral to Accredited Rehabilitation Agency**~~

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

~~h) **State Legislation Authority**~~

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

**Section 13.4 – Deferred Compensation Plan**

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

**Section 13.5 – Joint Health Care Cost Containment Committee**

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

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

**Section 13.6 – Joint Childcare Committee**

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

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## ARTICLE 19 – GRIEVANCE PROCEDURE

### County Proposal June 24 - Union Accepts County proposal - TA

#### **Section 19.1 – Grievance Defined -County Modifies May 9, 2023**

The County and the Union recognize early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of workers, the Union, or the County. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

#### a) **Definition -CCL**

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, Department Memoranda of Agreement and/or Understanding Merit System Rules, or other County ordinances, resolutions, Policy and/or Procedure Manuals, or alleged infringement of a worker's personal rights (i.e., discrimination, harassment) affecting the working conditions of the workers covered by this Agreement, except as excluded under Section 19.1(b)

#### b) **Matters Excluded From Consideration Under the Grievance Procedure**

1. Disciplinary actions taken under Section 708 of the County Charter.
2. Probationary release of workers.
3. Position classification.
4. Workload/Caseload.
5. Merit System Examinations.
6. Items requiring capital expenditure.
7. Article 2 – No Discrimination
- ~~7.8.~~ Items within the scope of representation and subject to the meet and confer process.

#### **Section 19.2 – Grievance Presentation -CCL**

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

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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 19.3 – Procedural Compliance -CCL**

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 19.4 – Time Limits -CCL**

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 19.5 – Informal Grievance Step -CCL**

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

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

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

**Section 19.6 –Grievance**

- 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 twenty (20) 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 Three** - If the aggrieved is not satisfied with the ~~Step One~~Two decision, ~~he/she~~they 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, or Assistant Chief Steward 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.

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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 Assistant Chief Steward in his/her absence, and 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 19.6(d).

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

d) **Arbitration**

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

John Kagel  
Paul Roose  
Katherine Thomson  
Monica Colondres

David Weinberg  
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 19.7 – Expedited Arbitration -CCL**

- a) The County and the Union, 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 19.8 – Arbitration Release Time -CCL**

## APPENDIX K – CONTRACTING OUT

### County holds to CP June 1 – TA to CCL June 30<sup>th</sup>

#### **PART I - COUNTY-WIDE CONTRACTING OUT**

- a) County shall give at least forty-five (45) calendar days (except as provided in Part I e) below) prior written notice of all proposed contracts/calls for bid to private third parties as are required to be presented to the Board of Supervisors for acceptance and/or approval where the labor estimate for same equals or exceeds \$40,000 for; (1) current work now being done by classifications represented by the Union(s); (2) new work not now being done but otherwise specifically included within job specifications of classifications represented by the Union(s); provided that excluded from this Agreement are all contracts with professionals (such as engineering, architectural, legal and medical) where the primary services contracted for will be provided by those professionals; leases, lease-backs, lease purchases or other facility agreements; work required by law to be contracted out; and continuations of existing contracts. Contracts regularly and customarily let out to private third parties shall also be excluded; provided that for the first three (3) months of the project the County shall give notice of such contracts and meet regarding such contracts as and when requested and if the procedure works to the mutual agreement of both parties, such contracts shall thereafter be subject to the notice and meet and confer provisions of this Agreement.
- b) In determining whether labor estimates equal \$40,000 , 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.

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- g) No SEIU 521 represented positions shall be filled by contract employees unless as provided in Appendix K.

## **PART II - MAINTENANCE WORK CONTRACTING OUT ROADS AND AIRPORTS**

- a) In accordance with the following procedures, County and Union shall review at the Roads and Airports Agency department level issuance of Notices to Proceed on Maintenance Work under Minor Engineering Contracts.
- b) Method of Notice - Notice from County is to be given in writing by personal delivery or certified mail to one person designated by the Union, or their alternate(s), not to exceed a total of three (3), with a copy to the Union.
- c) Time Limits and Meet and Confer - Notice from the County in (b) above shall be given seven (7) working days prior to the issuance of Notice to Proceed; and meet and confer, if requested, shall be completed within that time or County may proceed.
- d) Number of Union Representatives - The Union shall designate not more than a total of three (3) representatives from within the department to meet with management.
- e) Exclusions - Excluded from the above procedures are the following types of work, except that prior or concurrent notice shall be given of such work and why excluded.
1. Construction work.
  2. Emergency work, i.e., work which cannot be handled because staff and equipment have been allocated and the work must be done post haste.
  3. Work to be done with equipment not owned by the Roads and Airports Agency.
- f) The following definitions apply:

**Maintenance Work:** Work performed to keep facilities in repair -- near original condition, considering normal expectation of wear and tear.

**Construction Work:** Work involving additions to facilities, changes in road bed or grade, any overlay of 1 1/4" or more, new facilities, or work required by law to be let.

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## APPENDIX L – EXTRA HELP AND INTERMITTENT WORKERS

### A. **Extra Help -CCL**

#### 1. **Purpose**

In order to detail the limitations and the use of extra-help in classifications covered by this Agreement and in order to provide specific notice of extensions of such usage, the parties agree as follows:

#### 2. **Policy Statements (Non-Grievable)**

- a) An extra-help appointment is one made to a non-permanent position established to meet a peak-load or other unusual work situation.
- b) No extra-help workers will be retained in a department where there are workers on a re-employment list in the same classification unless the workers on the re-employment list refuse the extra-help work or do not possess the necessary skills.
- c) It is the policy of County that persons who work as extra-help employees shall be compensated on an hourly basis in accordance with the provisions of the Santa Clara County Salary Ordinance and the duties to which they are assigned if they meet all the expected minimum requirements for the comparable permanent position. They are expected to meet all such minimum requirements.

#### 3. **Limitations**

- a) No person may receive pay in an extra-help capacity in any classification in the same department for more than one thousand forty (1,040) hours in any fiscal year, unless otherwise approved by the Board of Supervisors.

No person may receive pay in an extra-help capacity in any classification in another department for more than one thousand forty (1,040) hours in the same fiscal year, unless the extra help worker is filling 1) a vacant coded position for which there is an active recruitment for a coded worker; or 2) a permanent or probationary worker is on leave of absence; or 3) the position is frozen by Freeze Exemption Review Committee; or 4) to meet peak-loads or projects. In order to meet peak-loads or for projects, a department must receive authorization from the Director of Personnel prior to hiring an extra-help worker who has completed 1040 hours in another department during that fiscal year.

- b) No more than one (1) extension of 520 hours may be granted in any fiscal year.

#### 4. **Extension(s) of Limitations**

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If an extension is to be requested pursuant to 3(a) above, County shall give prior written notice of such request as provided below.

- a) Notice from County shall be provided to the Union at least twenty (20) working days in advance of the scheduled Board of Supervisors' meeting. Union shall respond within five (5) working days from date of receipt with request to meet and discuss; or Union is deemed to have waived meet and discuss. Union shall attempt to respond sooner, if possible.
  - b) County and Union shall meet and discuss for not more than ten (10) working days within receipt of written request from Union. If concerns are not alleviated or agreement not reached, County may proceed.
  - c) The Board of Supervisors may proceed without meeting and discussing, if they determine circumstances justify urgency action. Reasonable advance written notice of intention to proceed on such basis shall be provided Union prior to meeting of Board; provided nothing herein shall hamper the Board's lawful exercise of authority under State law in emergency situations.
5. Extra Help workers shall be subject to the provisions of Article 2; Section 3.1, Section 3.2, Article 4, section 7.1, Section 7.6, Section 7.7 Sections 8.4, 8.5, 8.6 8.9, 8.10 8.12, 8.15 and 8.16, Section 9.3, Article 13.4, Article 16, Article 18, Articles 25, 26, 27, and 28 of the Agreement between the County and Local 521. The following shall also apply to extra help workers:
- a) For extra help hospital workers, overtime is defined as time worked beyond eighty (80) hours in any fourteen (14) day consecutive work period, or beyond eight (8) hours in any workday. For extra help workers, who do not meet the FLSA criteria for different work periods, overtime is defined as time worked beyond forty (40) hours in any seven consecutive day work period or beyond eight (8) hours in any workday. Compensation for overtime shall be paid in cash at the rate of one and one-half (1 1/2) times the regular hourly rate.
  - b) When assigned and worked, Extra Help Workers shall be paid at time and one-half for all hours worked on County holidays.
  - c) Where extra help workers are required to wear uniforms the department will provide to workers.
  - d) Any worker who believes he/she needs safety shoes to safely perform his/her assignment, s/he may request a job hazard assessment of his/her assignment to County OSEC. An assessment shall be conducted by County

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OSEC or the Safety Coordinator or department designated representative (who is trained to conduct assessments) within 60-90 calendar days to determine whether the position requires safety shoes. If a decision is made that the position requires a safety shoes, the County shall provide safety shoes for use within 120 calendar days.

- e) Extra help workers shall be eligible to participate in the County 457 b) Deferred Compensation plan.

**6. Reports**

The County shall, each month, furnish the Union with a list of all extra-help worker names, classification, department, and hours worked. Each year in the month of July, the County shall provide the Union a summary of all extra help hours in classifications represented by SEIU Local 521 by name, classification, department, cost center, step placement and hours for the entire preceding FY.

**7. Extra-Help Meetings**

The County and the Union will meet twice per year during the term of the agreement for the purpose of review and discussion of extra-help usage.

**8. Retained for historical purpose Grandfathering/parenting of Benefits from Extra Help Transition Program**

A final process is established, for the term of this agreement, to transition certain extra help/intermittent workers into regular coded vacancies. It is agreed that regular coded worker's rights shall supersede the extra help/intermittent transition program. The following provisions apply:

- a) As of 7/1/06, an extra help worker (including existing Intermittent Workers) must have an average of 60 hours each pay period for the last two (2) fiscal years (7/1/04 - 6/30/06).
- b) Transition is to either the last classification for extra help work or if more than one classification held then to the highest classification held in these last two (2) fiscal years.
- c) Transition either to the last classification for extra help work, or, if more than one extra help classification held, then to the highest classification held in the last two fiscal years.
- d) The order of offer for transitioning into coded positions will be in order of higher number of extra help hours in the last two (2) fiscal years;
- e) Worked a total of 6,240 hours over the last 5 years; or

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- f) Worked an average 50 hours per pay period for those extra help workers with more than 5 years of extra help status;
- g) Meet minimum qualifications for the job class, and pass any skill test and qualifying examination required of the classification;
- h) Serve an original probationary period; and,

No new codes will be created by the County for the purpose of this Program. Former intermittent workers will maintain their hours accrual towards eligibility for health insurance. Formerly intermittent workers will remain at their current step placement and continue to progress through the step system in accordance with Section 10 of this article. Extra help workers who transition into regular codes will have an eight (8) year vesting period for the retiree health program.

9. Extra Help Workers shall be eligible and may elect to enroll in the Valley Health Plan after 1,040 paid hours of employment. The worker shall pay a pro-rata portion of the total monthly premium costs based on the following:
  - a) During the first year (26 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 50% subsidy of "worker only" premium by the County,
  - b) During the second year (52 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 75% subsidy of "worker only" premium by the county,
  - c) During the third year (78 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 100% "worker only" premium contribution by the County or 50% subsidy of family coverage.
  - d) During the fourth year (104 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 75% subsidy of family coverage.
  - e) During the fifth year (130 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 100% family coverage premium payment by the County.
  - f) Eligible workers shall be allowed to purchase dependent coverage through payroll deduction.

- g) County paid medical coverage shall be suspended after two (2) pay periods of no paid time.

10. **Salary Steps**

- a) If at step 1 on June 24, 2013, remain at step 1 until 1040 hours are reached by extra help workers after June 24, 2013. Subsequent step increases, step 2 through 5 will occur after each 2080 hours.
- b) If at step 2 or higher on June 24, 2013, remain at that step with movement to subsequent steps, through step 5, to occur after each 2080 hours.

**Sub-steps 98 and 99 abolishment:**

Sub-steps 98 and 99 shall be abolished effective June 24, 2013.

Extra help workers hired on or before June 24, 2013 and who remain in sub-step 98/99 on or after June 24, 2013 shall be placed in step 1 starting from June 24, 2013.

Extra help workers hired after June 24, 2013 into sub-step 98/99 shall be placed in step 1 starting from the date of hire.

**B. Continuation of the Former Intermittent Worker Benefit Program**

The County and the Union agreed to eliminate the Intermittent Worker Program effective June 20, 2006. All Former Intermittent Workers who became Extra Help workers and who elected to enroll in Valley Health Plan as of June 19, 2006, will continue the current schedule of benefits. The worker shall pay a pro-rata portion of the total monthly premium costs as in subsection A.9 above.

**C. Other Provisions – Union TA’s to County’s June 28<sup>th</sup> Proposal**

The County and the Union mutually agree to continue the following provisions of the agreement from the prior re-opener on the issue of extra help use as follows:

1. **Extra Help Usage Cap**

Extra help use shall be capped at 1,250,000 hours per fiscal year. Extra help workers working for The Registrar of Voters shall not be counted against the 1,250,000 hour cap. In the event of unanticipated circumstances, which cause additional usage of extra help hours, the County may exceed the extra hour usage caps only after meeting and conferring with the Union and reaching mutual agreement.

2. **Streamlining of the Hiring Processes:**

The County and the Union jointly identified methods to streamline the hiring process in an effort to reduce the need for extra help. When applicable, these methods include:

- a) Identify and increase the number of classes for continuous recruitment;
- b) Screen all applications within five (5) working days of recruitment closing;
- c) Score all exams within five (5) working days of testing;
- d) Provide all certification lists to department/agency within three (3) days of a request;
- e) Use the Internet for recruitment;
- f) Start recruitment process before some jobs become vacant;
- g) Train managers and supervisors on the effective use of eligible lists, filling temporary vacancies and using the recruitment process; and alternatives to extra help usage including Provisional and Substitute Provisional appointments.
- h) The County and the Union shall meet annually to review and evaluate the effectiveness of the identified streamlining methods.

**3. ~~Pathway to Permanency:~~**

~~The County shall centralize hiring of twenty two (22) extra help classifications as well as expedite the hiring (for vacancies the County intends to fill) of coded classifications with the necessary skill sets for specific jobs, thus reducing training time.~~

~~On January 3, 2011, the County established a Pilot Program which centralizes hiring of the below extra help classifications as well as expedite the hiring of coded classifications with the necessary skill sets for specific jobs, thus reducing training time. Below are the affected Classifications~~

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

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

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

Extra help workers hired in the designated pilot classifications, shall be required to have a passing score on exam prior to employment. Should there be an urgency to hire into such extra help classifications, the pre-employment examination may be waived upon the approval of the Personnel Director. However, the qualifying examination must be taken within sixty days of employment. Those workers failing to achieve a qualifying score (70%) shall not be eligible to be placed into a coded position in that classification under this program.

The County and the Union shall meet within 90 days of agreement to discuss options in assisting extra help employees achieve employment in coded positions. Discussions shall include training to assist extra help employees be successful in the testing process and job advancement skills. Regular coded workers' rights shall supersede any extra help Transition Program developed from this section.

The parties agree to meet to evaluate the Pathway to Permanency Program if requested by either the County or the Union.

3. Extra help to Unclassified process

a. The County will offer a one-time opportunity for Extra Help workers to move into unclassified positions under the following conditions:

i. The County will alternatively staff the following classifications as unclassified and classified.

<b>County-wide / Department Specific Classifications</b>	<b>HHS Specific Classifications</b>
Community Worker	Health Information Clerk I
Food Service Worker I	Health Information Clerk II
Food Service Worker Correction	Health Services Representative
Janitor	Hospital Services Assistant II
Library Page	Medical Assistant
Material Supplies Specialists	Medical Laboratory Assistant II
Office Specialist I	Medical Unit Clerk

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

- ii. To qualify, Extra Help workers must: 1) meet the employment standards of the classification into which they seek to be appointed; and 2) have worked a minimum of 1040 hours total inover the last two (2) years.
- iii. On or about July 28, 2023, the County shall provide the Union a listing of the current budgeted vacancies in the above-refrenced classifications, and a listing of all Extra Help employees working in such classifications who meet the two qualifications stated in paragraph 3(a)(ii).
- iv. On August 7, 2023 Two full pay periods following the second reading of the Salary Ordinance implementing this Agreement, the appointing authority may select for an unclassified position any extra help employee in the classifications under Section 3.a.i above who meet the requirements in Section 3.a.ii. ~~Employees will have up to nine (9) months to have a favorable promotional rating form completed by their manager/supervisor. If the employee receives a favorable promotional rating form, the employee must take and pass the qualifying test to qualify to make a status change and be promoted into the coded classified position they are currently holding.~~

a-b. All unclassified employees working in the above listed classifications shall be provided a promotional evaluation within the first nine (9) months of their appointment to the unclassified position. Employees will have up to nine (9) months to have a favorable promotional rating form completed by their manager/supervisor. If the employee receives a favorable promotional rating form, the employee must and takes and passes the qualifying test to qualify to make a status change, after passing the qualifying test the employee and shall be promoted into the coded classified position they are currently holding.

### 3.4. **Float Pools:**

Continue the Float Pool program established in Santa Clara Valley Health and Hospital System and in the Department of Correction. Float positions are used to cover the absences of classified or unclassified workers for special projects as needed.

The program in Santa Clara Valley Health and Hospital System consists of the following classifications:

Classification	# of Codes
Hospital Services Assistant II	7
Janitor	3
Health Services Representative	5
Medical Assistant	1
Nursing Attendant	4
Office Specialist I	3

The program in the Department of Correction will consist of two (2) Float positions to be selected by management from the classifications of FSW-Correction, Cook II, Dietetic Assistant or Baker.

#### 4.5. **Part Year Codes**

The County and the Union agreed to the establishment of half-year (13 pay periods) and three-quarter year (19 pay periods) positions in the Department of Parks and Recreation. Workers hired into such positions shall work full-time for either 13 or 19 pay periods. The County agrees to expand to other areas as appropriate by agreement of the County and Union.

Workers hired into such positions shall be eligible for benefits as full-time employees for the effective time period (13 pay periods or 19 pay periods) of the code. Workers who work beyond the time period of the code shall be eligible for benefits in accordance with Section 7.4b) of the Agreement between the County and the Union.

All time worked in a part year coded classification will be used for the purposes of determining a part year worker's probationary period under Section 6.1. Workers in half-year or three-quarter year codes shall not be eligible for coverage under Article 5 - Layoff.

Workers in such positions shall be released from County employment at the expiration of the time period established for the position, but may be retained on an as needed basis by the Department of Parks & Recreation. Workers released from such positions because of the expiration of time for the position are not guaranteed recall into such positions in subsequent years. To the extent that the County determines to fill such positions in subsequent years, workers will be recalled by classification and seniority.

Seniority shall be defined as the date of hire within a part year coded classification in the Department of Parks & Recreation within the classified service of the County.

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For the purpose of computing total time in the worker's classification, the worker will be given credit for all time in any part year classification at the same or higher salary level, in which status had formerly been held. Date of hire shall be adjusted for all time on leave without pay, which extends beyond one full pay period, but shall not be adjusted for all time on maternity leave, worker's compensation leave and military leave.

The hiring for the positions will be done according to Merit System Rules. For the initial hiring, the Department of Parks & Recreation the 1999 seasonal workers were offered positions by seniority based on the total length of extra help service as determined by the department and in consultation with the Union.

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

**5.6. Reports:**

a) Extra help hours report:

The County will modify the bi-weekly extra help hours report to include the total number of extra help hours in each budget unit and the original date of hire of each extra help worker. Any date prior to February 23, 1998 will not be considered.

b) Quarterly reports to Board of Supervisors:

If the Board of Supervisors is provided with a quarterly report on extra help workers represented by Local 521, the report will include the total number of hours by department/agency. Local 521 will be provided with a copy of the report.

c) Creation of tests:

The Union will provide the County with a list of concerns where members report problems with the test and suggestions for revisions. The County agrees to study and respond to the Union's report.

**6.7. Budget Item:**

Starting FY 2001-2002, a line item for each budget will be included in the County Budget that represents the cost of budgeted extra help usage.

**7.8. Department/Agency Meetings:**

a) At the request of the Union, a joint meeting conducted with Union representatives, Department representatives and representatives of the Employees Services Agency (ESA) when a County department/agency significantly exceeds extra help targets. ESA will prepare a report that includes a review of the meeting, the reasons the extra help target was

exceeded and any plans or recommendations to reduce extra help use if appropriate. The report will be provided to the County Executive and copied to Union.

- b) Create a centralized oversight committee to meet 4 times per year to ensure that progress is made on pathways to permanency and to monitor usage.



## **APPENDIX ATTACHMENT A?**

D97 ACCOUNT CLERK II

D96 ACCOUNTANT ASSISTANT

C60 ADMIN ASSISTANT

X19 ADMIN ASSISTANT-CONF CLERICAL

R78 ANESTHESIA TECHNICIAN

N95 ASSISTANT CHIEF ENGINEER

K06 ASSOC BIOMEDICAL ENGR TECH

R2V ASSOC CARDIO INTERV TECH

G1U ASSOC IT FIELD SUPPORT SPC

G2U ASSOC USER EXP (UX) DESIGNER

C5F ASSOCIATE COMMUNICATIONS OFFCR

K03 BIOMEDICAL ENGINEERING TECH

C35 BUYER ASSISTANT

S9J CARDIAC SONOGRAPHER I

S9H CARDIAC SONOGRAPHER II

S9G CARDIAC SONOGRAPHER III

R4A CARDIO REHAB SPECIALIST

R2W CARDIOVASCULAR INTERV TECHNOL

R9A CLINICAL NEUROPHYSIOLG TECH I

R99 CLINICAL NEUROPHYSIOLG TECH II

C2D CLINICAL RESEARCH ASSOCIATE

C2E CLINICAL RESEARCH ASST II

C2C CLINICAL SUPPORT PROGRAM CRD

J06 CODER I

J05 CODER II

J04 CODER III - INPATIENT

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

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

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

From: SEIU 521 to Santa Clara County 6/30/23

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R6A MRI TECHNOLOGIST - ANGIO  
R6C MRI TECHNOLOGIST - CT  
R2E MRI TECHNOLOGIST - EH  
P84 OBSTETRIC TECHNICIAN  
R2C OCCUPATIONAL THERAPY ASST II  
D51 OFFICE SPECIALIST I  
D49 OFFICE SPECIALIST II  
D09 OFFICE SPECIALIST III  
P71 OPERATING ROOM CLERK  
P48 OPHTHALMIC TECHNICIAN  
R90 ORTHOPEDIC TECHNICIAN  
M68 PAINTER  
S9Q PATIENT ACTIVITIES COORDINATOR  
D48 PATIENT BUSINESS SERV CLERK  
S9P PATIENT TRANSPORT COORDINATOR  
S9T PATIENT TRANSPORTER  
Q9T PATIENT TRANSPORTER - U  
R97 PER DIEM DIAGNOSTIC IMG TECH I  
R2G PER DIEM RESPIRATORY CARE PRCT  
S79 PER DIEM ULTRASONOGRAPHER I  
S98 PER DIEM ULTRASONOGRAPHER II  
R27 PHARMACIST  
R96 PHARMACIST LOCUM TENENS  
P40 PHARMACIST SPECIALIST  
R2I PHARMACY ASSISTANT  
R2S PHARMACY DATA SPECIALIST VHP  
R29 PHARMACY TECHNICIAN

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

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

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S9D ULTRASONOGRAPHER II - D  
R63 UROLOGY CLINICAL COORD  
H17 UTILITY WORKER  
D4M VHP CLAIMS EXAMINER  
D25 VHP MEMBER SERVICES REP  
F5F VITAL RECORDS SPECIALIST I  
F5E VITAL RECORDS SPECIALIST II  
T20 VOLUNTEER COORDINATOR  
G77 WAREHOUSE MATERIALS HANDLER



**Appendix J – Union moves to CCL – Rejects County’s proposal**

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## **Side Letter on Educational Support Program Committee - June 30<sup>th</sup> - Union Withdraws**

### **Work-School Educational Leave Support Program**

~~The County and the Union shall establish a committee to meet to explore ideas and options regarding career development and advancement. The committee will review the current programs and opportunities that are available to County employees and discuss how to enhance these programs, educate workers about these opportunities, and increase participation by County workers.~~

~~The committee shall consist of up to eight (8) workers from SEIU 521, along with representatives from the County.~~

~~The committee shall explore the possibility of career commitment in exchange for educational opportunities that promote investment in workforce training and/or creates career paths for County workers.~~

~~The committee shall be established no later than one hundred and eighty (180) days from the ratification of this agreement by the Union and adoption by the County. The County is not obligated to implement any recommendation from the committee.~~

~~"The committee shall work towards specific recommendations to achieve these outcomes such as:~~

~~Create job shadowing programs, paid apprenticeship and internship programs for identified hard to fill positions;~~

~~Develop preceptor roles, including pay for training new employees in various critical positions;~~

~~Develop a career navigator program and roles to assist unit employees in navigating promotional and training opportunities within the County;~~

~~Jointly create a process to identify and forecast hard to fill positions and where positions will be vacated due to natural attrition;~~

~~Develop and implement process for training participants to promote into vacant positions for which they have completed training or are otherwise eligible, including recommendations for Merit System Rule Changes.~~

~~The committee shall operate as a partnership with shared decision-making about participations, selection, development, implementation, and evaluation of proposed training programs commensurate with a training implementation plan for each course that shall be developed.~~

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**Union Rejects County Proposal to Delete Side Letter and HOLDS to CCL**

Side Letter Agreement between the County of Santa Clara

And

SEIU Local 521

Regarding Classification and Staffing (including Vacancies)

The Union and County agree to repurpose the current ESA Monthly SEIU Classification meeting into a Joint Committee in order to provide formal opportunities to discuss the hiring processes related to SEIU Classifications and to develop recommendations for consideration by the County. The Joint Committee shall function in the following manner:

- 1) Review current classifications and staffing and identify possible issues and potential solutions, which could among other things include streamlining of hiring processes and timely and efficient reduction of vacancies. The Union and the County recognize that while the Joint Committee itself will not have the authority to implement its recommendations, the Union and County can and will use good faith efforts to implement those recommendations that are mutually agreed upon by the Joint Committee, in compliance with all applicable laws, rules, and regulations.
- 2) Meet to develop specific recommendations using the following process:
  - a. The Joint Committee shall meet monthly beginning in January 2020 or upon adoption of the successor MOU, whichever is later. The Joint Committee will continue to meet during the life of that successor MOU which expires on XX.
    - i. The Joint Committee shall be composed of ten (10) members, five (5) representing the Union and five (5) representing the County. The Union's Joint Committee members may include the Chapter President, the Chief Elected Officer or his/her designee, and one additional Union staff person and two additional represented County employees to be named by the Union. The County's Joint Committee members may include the Director of the Employee Services Agency or his/her designee, the County Executive or his/her designee and three (3) additional County representatives to be named by the County.
      1. The Chairpersonship of the meetings should alternate between the Union and County and the roles shall be limited to conducting an orderly meeting.
    - ii. Meetings shall be conducted in a County facility or at the Union office and shall alternate whenever possible. Meetings shall begin

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at a time agreed upon by the Union and the County. At the first meeting, a specific day and time shall be selected for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.

iii. Agenda and Reporting

1. The Joint Committee shall prepare an agenda for the meeting and shall distribute it to all members at least two working days prior to the meeting.
  2. The agenda may include topics such as:
    - a. Classification Work (including Classification Studies, Administrative Specification Revisions, Salary Review, Specification Abolishment Project)
    - b. Use of Overtime
    - c. Use of Extra Help
    - d. Recruitment Posting Requirements (Departmental Agreements, Contract Requirements, Merit System Rules)
    - e. Career advancement tools available to employees (ESA website content, transfer band calculator, transfer opportunity calculator)
  3. Discussions will be documented as they are discussed and drafts of the minutes of meetings will be jointly refined by one designated representative from the Union and one designated representative from the County.
  4. Topics not on meeting agenda may be discussed in the current meeting by mutual agreement or can be placed on the following meeting's agenda. The agenda for the next meeting(s) shall be developed during the previous meeting. The agenda shall include a brief description of each item to be discussed.
- b. The Joint Committee shall be provided with relevant data in order to develop an understanding of the County's hiring system and to consider recommendations for improvement.
  - c. Meetings of the Joint Committee shall not be considered "meet and confer" and shall not modify any current MOU's or Departmental Agreements.
  - d. The Joint Committee shall not have authority to direct County staff or Union members.

On July 1, 2020, and quarterly thereafter the Joint Committee shall report to the County's Director of the Employee Services Agency, the County Executive and Chief Operating Officer, and the Union's Chief Elected Officer on its recommendations and their possible implementation. Decisions about Joint Committee recommendations shall not be grievable, appealable, or reviewable by any other individual or agency.

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# Letter of Agreement – New Employee Orientation

## Article 3.7 TA to County's June 28<sup>th</sup> Proposal

### 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-are 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 your 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 to alter this agreement but shall to address issues that arise and come to resolutions and shall not be to alter 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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**Side Letter Proposal Regarding Merit System Rules Changes – June 26 – Union Accepts County’s Proposal**

The parties agree to convene a joint committee with no more than six (6) members each from the Union and the County to explore Merit System Rule changes that the parties would mutually present to other recognized labor organizations, the Personnel Board, and the Board of Supervisors for adoption. Paid release time shall be provided to the County employees who participate in the joint committee on behalf of the Union while attending meetings of the committee. The committee shall convene its first meeting no later than September 15, 2023.

## Union Pre-Bid Proposal- June 30<sup>th</sup>- Union Modifies

### Side letter on Pre-Bid Programs

- 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 a "pre-bid" system available for as many workers as possible so that they may indicate their preferences for transfer opportunities in advance 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 whose input would be required to develop an on-line system patterned after those used by other employers such as the one that has been implemented by PG&E and IBEW Local 1245.
- 3) These discussions will also consider the proposal made by the County in the negotiations for this MOA for a pilot program in the Clerical bargaining unit. If the parties reach agreement on the provisions for a pilot program in the Clerical bargaining unit, it shall be implemented upon agreement at a date on or after October 1, 2023
- 4) The parties will continue to meet with the objective of identifying other bargaining units where similar pilot programs would be adopted by mutual agreement on or after January 1, 2024.
- 5) The union reserves the right to return to pre-existing contract language with regard to transfer policies upon 30-days notice, in the event that the implementation of pilot programs is deemed to be unsatisfactory by the union.

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