

LOCAL 521



**SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW-CLC**

SAN JOSE H.Q.

2302 Zanker Road
San Jose, CA 95131

Phone: 408-678-3300
Fax: 408-954-1538

BAKERSFIELD

1001 17th Street
Bakersfield, CA 93301

Phone: 661-321-4160
Fax: 661-325-7814

FRESNO

5228 E. Pine Avenue
Fresno, CA 93727

Phone: 559-447-2560
Fax: 559-261-9308

HANFORD

101 N. Irwin St., Suite 203
Hanford, CA 93230

Phone: 559-587-1521
Fax: 559-587-1524

REDWOOD CITY

This location has been closed. Please mail correspondence to our San Jose Headquarters

**Phone Calls / Facsimiles
received at our San Jose
Headquarters:**

Phone: 650-801-3500
Fax: 650-595-1930

SALINAS

334 Monterey Street
Salinas, CA 93901

Phone: 831-784-2560
Fax: 831-757-1863

SANTA CRUZ

517B Mission Street
Santa Cruz, CA 95060

Phone: 831-824-9255
Fax: 831-459-0756

VISALIA

1811 W. Sunnyside Avenue
Visalia, CA 93277

Phone: 559-635-3720
Fax: 559-733-5006

www.seiu521.org

December 19, 2019

HAND DELIVERED

Miguel Marquez, Chief Operating Officer
Santa Clara County Executive Office
70 West Hedding Street, 11th Floor
San Jose, CA 95110

Dear Mr. Marquez:

We are very disappointed, but not surprised, that at today's mediation session, the County continued to insist that employees represented by SEIU accept a compensation package which does nothing to improve the competitiveness of County salaries in the face of unacceptable levels of vacancies and turnover in many of the jobs that we do. We would also note that what we are being offered is far inferior to what the County has already offered its management employees – and thereby set the compensation pattern for the non-represented management employees who are telling us we must accept this discriminatory treatment. The County's approach is unfair to the frontline employees we represent who are collectively the lowest paid County workers – it is also unfair to the County residents who need a fully-staffed and fully-experienced workforce to deliver the services they depend on. The County's bargaining position will further undermine the low morale of frontline workers and will only exacerbate the growing tension and mistrust between frontline employees and the County's management. Finally, as you must realize, now that the County's offer to its management team has been made public, the County's credibility with respect to financial matters has been destroyed. For months this committee has been told that our proposals were fiscally irresponsible, that they would put the County "in the red," and, to add insult to injury, that the County would have to cost out our proposals as if they were being offered to all County workers including management which is why they were unacceptable to the County. It was only a few days ago that we learned that money was in fact no object for Santa Clara County – at least when it came to compensation for management employees.

We understand that you and your staff are only carrying out the priorities and policies which the Board of Supervisors have chosen. We are convinced that those priorities and policies are not acceptable – and we understand that they will not change until the Board of Supervisors realizes that they must change course. We do not believe that will happen while we remain in mediation. We believe that they, like our many of our members, will continue to believe that as long as we are in mediation, we could be "close" to a settlement. That is not the case. Even more important, the rules of mediation require us to keep all the issues discussed confidential, and unless and until we are able to fully communicate with our members and the public about the vital issues that are at stake, we will not be able to marshal the arguments that we believe in the end, will convince the Board of Supervisors to direct you and your team to make a fair and equitable offer to the workers we represent. Accordingly, we are now exercising our right under section 7 of the October 31, 2019 Agreement to Enter Voluntary Mediation to terminate the mediation, effective immediately.

We entered this process in good faith, and we must recognize that with the assistance of Mediator Joel Schaffer, the parties were able to reach official, signed, tentative agreements on many open issues. While we understand that no tentative agreements take effect unless and until the parties reach and ratify a full agreement, these new agreements have the same legal status as all of the agreements reached prior to entering mediation, and we will share them with our members as we have done with all the others.



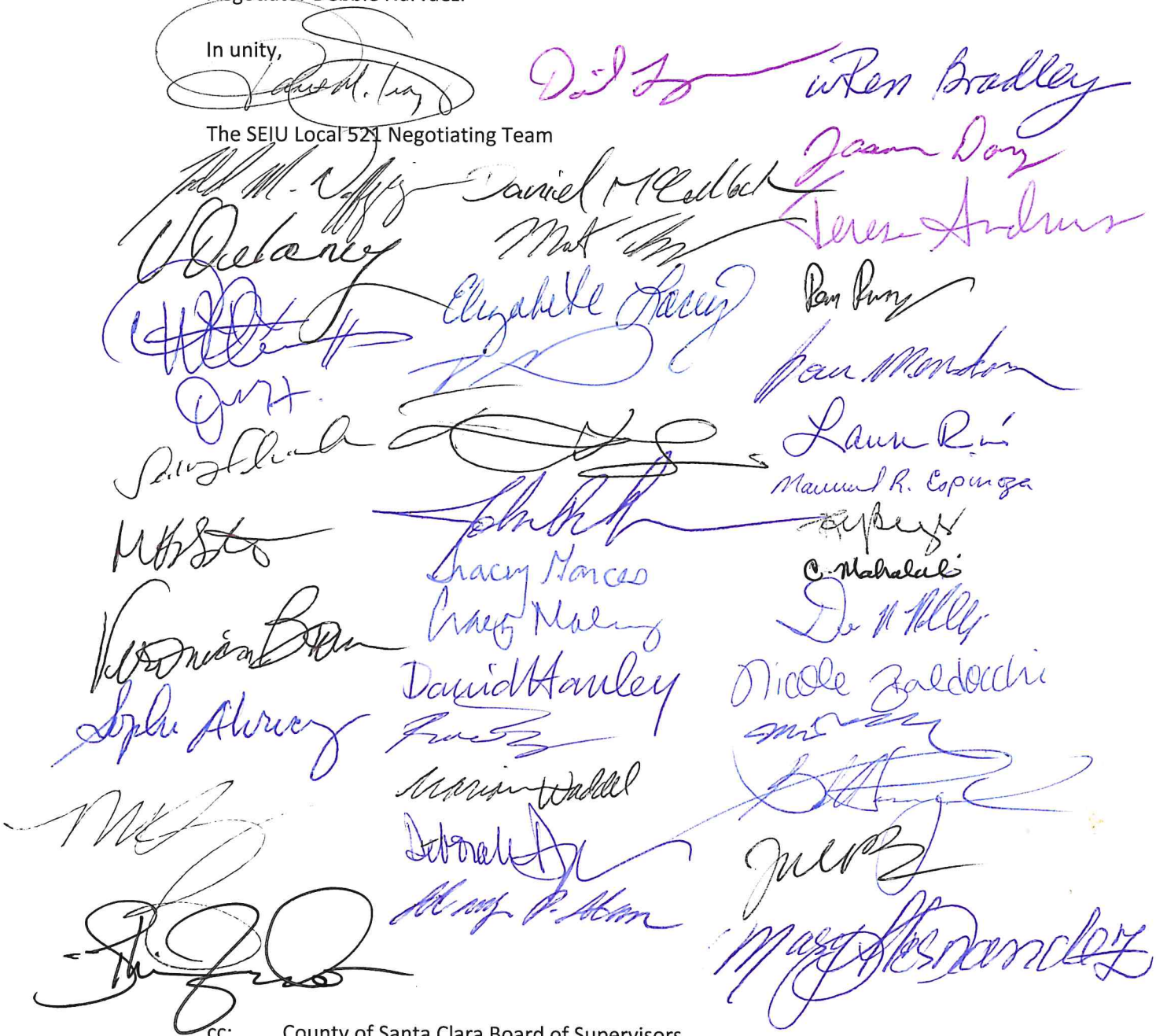
With respect to the remaining open issues, as discussed at the beginning of the mediation process, both parties reserved their right to maintain the positions which they took prior to the mediation process. Accordingly, unless and until the County makes a formal, written proposal that is different than what was proposed to the union in the "Last, Best, and Final Offer" made on October 15, 2019, we will assume that on all the open issues, the County's position stand and we will communicate the same to our membership. Likewise, the County should understand that on the remaining open issues, the union's positions are those that were communicated to the County on October 11, 2019 with the inclusion of the clarifying amendment to the wage proposal that was presented to the County on November 5, 2019.

We remain willing to continue negotiations to reach a fair agreement on the terms of a collective bargaining agreement. We also will continue to insist that the many outstanding unfair labor practices which the County has committed be remedied. The unilateral changes at the newly acquired hospitals remain unresolved despite our efforts to get them addressed during recent weeks. As you should be aware, there are many other serious unfair labor practices which have not been resolved. We will voluntarily commit to refrain from calling a strike until further notice and such notice will not be given prior to Friday, January 10, 2019.

We remain committed to reaching agreement on a contract that is fair to County residents and the employees who serve them. If the County wishes to modify any of its positions with respect to any open issues from those presented in its Last, Best, and Final Offer, including, but not limited to wages and benefits please communicate them via email to our SEIU 521 Chief of Staff / Chief Negotiator Debbie Narvaez.

In unity,

The SEIU Local 521 Negotiating Team



cc: County of Santa Clara Board of Supervisors
Joel Schaffer