

TENTATIVE AGREEMENT REACHED!

STRIKE CALLED OFF AS COUNTY AGREES TO OUR DEMANDS

TENTATIVE AGREEMENT SUMMARY

OUR BARGAINING COMMITTEE RECOMMENDS A YES VOTE



**All tentative agreements are available for viewing at the Union office located at: SEIU Local 521, 2302 Zanker Road, San Jose, CA 95131.*

“Our unity and determination have paid off - for county workers, their families and our community.”
 - Janet Diaz, Santa Clara County Chapter President SEIU 521

On Thursday, February 27, our elected negotiating committee reached a full, written, tentative agreement with the Santa Clara County management team. This means we did not go on strike on Friday, February 28. We will be voting on our tentative agreement starting on Wednesday, March 4 through March 9. **Our negotiating team is recommending a YES vote because the new contract would be significantly BETTER for ALL County workers than the Last, Best, and Final Offer that the County presented last October.** You must be a member to vote. Membership forms will be available at all voting sites.

Some of the highlights are listed below. **These increases will only take effect after the contract has been approved by a membership vote** and then a formal vote by the Board of Supervisors. Complete info will be available on MemberLink.

Tentative Agreement Summary

MASTER TABLE

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
2: No discrimination based on gender	More inclusive and protective language for our membership from employment discrimination.
3: Union Security	We have won new and stronger language to be able to receive notification of all new hires in the County and participate in orientation for 30 minutes. Stewards or union-designated representatives will be able to be released on paid time to welcome new workers and based on the size of the new hire class. Our Union will have 1 representative released for every 25 workers, up to 4 at one time. We have also won language that would notify the Union in the event a third party requests personal employee information.
4: Release of reps for meetings	We have been able to secure 4 representatives from Clerical and APT, our largest units, to be released to attend a supervisory meeting, in addition to the 3 already provided for all other SEIU bargaining units. We were also able to fight back regressive language from the County that would have severely tied the hands of our leaders when obtaining release time for Steward work.
4: Release time for BOS & Personnel Board meetings	More union representation at Board of Supervisors and Personnel Board meetings. We have secured a total of 2000 hours per fiscal year for our leaders to effectively represent our members at the worksites and win.
4: Number of Stewards	We have been able to increase our Stewards' to 521, which will help us effectively represent our members in the workplace every day. Our Stewards' are key to our ability to enforce and protect our contract. We also have won language that Stewards' are provided release time for representing members in investigatory meetings and in grievance arbitrations/mediations where Stewards' are the official representative.
4: Quarterly meeting of 35 stewards for 2 hours	We have won stronger union representation by securing quarterly Stewards' meeting with up to 35 Stewards' to be released for 2 hours. This win will help us prepare and address the hundreds of meet and confer and grievances that are pending with the County and create a plan to resolve them expeditiously along with critical training for Stewards'.
4: Number of Chief Stewards	Our County is growing. We now have won more Chief Stewards to help members across our County.
4: Number on Bargaining Team	More representation on next contract team - will increase by 21% from 42 to 52 representatives. We have also won language that ensures our President and 2 Vice Presidents are part of negotiations in the future.
5: Layoffs	We have protected against language changes that the County wanted to make that would harm seniority in the event of a layoff. We have won language that would protect workers during layoffs in the event of family medical leave, parental leave and Union business leave. We fought against and won against the County's attempt to add new language that harmed workers in the event of a layoff, after we had already reached an agreement.
6: Probationary and unclassified workers' rights	We have won language that holds management accountable to providing a decision in writing for worker's administrative review when released during probation. Previously we had nothing to hold management accountable and workers would wait for up to a year or more for an answer after their release from probation.
6: Disciplinary suspensions done in multiple pay periods to avoid loss of health insurance.	Workers on suspensions over one full pay period or more can now serve that suspension over multiple pay periods and no longer lose their insurance benefits while suspended.

MASTER TABLE (continued)

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
7: Salaries	<p>3% General Wage Increase after second reading by Board of Supervisors 3% General Wage Increase June 2020 (Reinstated) 3% General Wage Increase June 2021 3% General Wage Increase June 2022</p>
Retro/Signing Bonus	3% of base pay for the period of June 17, 2019 to ratification. This includes Extra Help and Part Time, pro-rated based on hours worked.
Unit Realignments	Additional Unit Realignments for 6,419 workers based on job classifications. (See list on MemberLink)
Equity Realignments	Additional Equity Realignments for 6,443 workers to make sure everyone at Step 3 gets at least \$1.00 per hour and those at Step 5 get at least \$1.10 per hour on the dates of the first 3 General Wage increases listed above. (See list on MemberLink)
Lump Sum Payment	For workers who receive less than .51% in total realignments (Unit Realignments and Equity Realignments) there will be a one-time lump sum payment of \$1,000 on December 17, 2020.
8.1: Split Shift Pay	We won an increase of .50 cents for a total of \$12.50 for workers performing split shift.
8.2: Distribution of Overtime	We won language that provides for volunteers to be utilized first when department or unit before offering overtime. This will ensure fairness in offering overtime to all our members.
8.7: On-Call Pay	We have won an increase to on-call duty from \$35 to \$38. We will continue to fight to correct the disparities in on-call pay classification and how its paid across the county.
8.9: Evening/Night Shift Differential	<p>We had previously won during our mediation an increase for evening shift differential from \$2.65 to \$3.00 per hour and a night shift differential from \$3.30 to \$4.00 per hour effective upon ratification by the Board of Supervisors.</p> <p>Because of all our members' unity and readiness to fight, we were able to win additional improvements in a revised tentative agreement that results in the following increases:</p> <p>Evening Shift Differential:</p> <ul style="list-style-type: none"> • June 2020 increase to \$3.14/hr • June 2021 increase to \$3.39/hr • June 2022 increase to \$3.64/hr <p>Night Shift Differential:</p> <ul style="list-style-type: none"> • June 2020 increase to \$4.14/hr • June 2021 increase to \$4.39/hr • June 2022 increase to \$4.64/hr
8.12: Bilingual	We fought hard and won an increase to our bilingual of \$20. Workers with bilingual pay will now receive a \$170 additional pay per month for bilingual skills across the County.
8.16: Hazard Duty Pay	<p>We have won a .15 cent increase (\$1.25) to the full time and part time hazard duty pay for workers assigned to JPD ranches and locked/secured facilities.</p> <p>Because of all our members' unity and readiness to fight, we were able to win additional improvements in a revised tentative agreement that results in an additional increase in June 2022 by another .15 cents for a total of \$1.40/hour.</p>
9.1(c): Clothing Allowance	<p>We have won a \$100 clothing allowance payable in March for Janitors, Food Services Worker series, General Maintenance Mechanic Series, Telecommunications Technicians and the Hospital Stationary Engineer series. Workers who spend their own money for clothing to work and are exposed to biohazards and other chemicals will now have something to help replace their clothing.</p> <p>We have won an increase to our Uniform allowance for a total of \$550 and added classifications to be eligible for the allowance. Those classification added now include:</p> <ul style="list-style-type: none"> • Senior Animal Control Officer • Fleet Maintenance Scheduler (Sheriff Office only) • Law Enforcement Records Specialist and Technician - Admin Booking DOC • Law Enforcement Clerk - Admin Booking DOC) <p>In addition to the increase, we have won language that would frontload the \$850 for new hires in Sheriff and Department of Corrections upon initial hire. The March allowance will not be paid in the first year of service with this advance.</p>

MASTER TABLE (continued)

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
9.3: Safety Shoes	<p>We have been able to add classifications to the safety shoe reimbursement that were previously excluded and memorialize those that are already getting the shoe reimbursement.</p> <p>We won the ability to add classifications that would be eligible for Safety Shoe Reimbursement:</p> <ul style="list-style-type: none"> • Electrical/Electronic Technician Series • Electronic Repair Technician Series • Fleet Maintenance Scheduler (Sheriff office only) • Food Service Worker I/II • Fleet Services Assistance Mechanic • Fleet Services Mechanic • Law Enforcement Clerk (Sheriff and Admin booking) • Law Enforcement Records Technician (Sheriff and Admin booking) • Law Enforcement Records Specialist (Sheriff and Admin booking) • Parks Rangemaster Series • Part Trail Specialist • Probation Assistant I/II • Rangemaster Series
11.1: Time for Vacations	Workers won the ability to get a response to their time off within 20 calendar days from their request. No longer will management be able to not respond to workers' requests and those times will not be unreasonably denied.
12.1: Personal Business/Belief Day	We have won language that defers to departmental seniority agreements, if they exist, for workers' time off under this provision. Those requests will not be unreasonably denied by management. This will preserve our members' right to observe belief days that are important in their life and family, along with the ability to handle personal business without management's denial.
12.3: Fitness for Duty Examination	We have won new language that would provide for moving this process more expeditiously in an effort to return employee to work.
12.6: Leave for Union Business	We have won language in accordance with State law that provides for up to 12 workers to be released to work as stewards or officers of the Union. This helps us to continue to develop our leaders in our Union and work with members in addressing prevalent workplace violations committed by management.
12.9: State, Federal and/or County Continuing Education	Doubles the funding for Countywide continuing education program for SEIU employees.
12.9: Tuition Reimbursement and Educational Leave	Increases amount available for tuition reimbursement by 50% from \$500,000 per year to \$750,000 per year. This fund will no longer be utilized for licenses or certifications. Individual reimbursements under this section are now increased to \$2000 from \$1800 after proof of cost and course completion are submitted.
12.13: State, Federal, and/or County Required Licensure/Certification	For the first time ALL State, Federal, and/or County Required Licensure/Certification fees will be paid by the County and are no longer part of the Tuition reimbursement pot of money. This will now be paid for entirely by the County.
13: Benefits	NO INCREASES IN HEALTH INSURANCE CONTRIBUTIONS OR PENSION CONTRIBUTIONS RATES FOR THE LIFE OF THE CONTRACT.
Effective Wage	<p>We have won language that helps our members when we are completing studies, to not further reduce wages, because of our current Classic or PEPPA pension status. The Union will be provided noticed when this changes during studies.</p> <p>In essence, this helps members, when a study is being completed, to NOT have the wage suppressed and lessen our final salary.</p>
19: Grievance Procedure	We have fought back successfully against changes the County wanted to make to our grievance procedure that would have limited our ability to best represent the workers. We have won new language that encourages the County and the union to work together to resolve issues at the lowest level possible and assures our stewards that they have the freedom from restraint, interference, coercion, discrimination or reprisal for their duties to enforce and protect our contract. We have also agreed to replace 2 arbitrators that we will utilize for arbitration hearings.
20: Classifications	<p>We won language that helps us prioritize classifications studies where we have high turnover and vacancy rates, and impact our members. This new language lets our committee with the County prioritize at least 12 classification studies within 1 month of the filing period being open. 12 will be prioritized each calendar year for the duration of the agreement. In order to do this work, we will hold off on NEW studies for the 2020 calendar year, so we can work on those that are currently in process and work on the priority 12.</p> <p>Tied with Article 20, we agreed to a side letter where we won the ability to form a committee with the County that will analyze and make recommendations including:</p> <ul style="list-style-type: none"> • Classification Work (Class Studies, Administrative Specification Revisions, Salary Review, Spec Abolishment Project) • Use of Overtime • Use of Extra Help • Recruitment Posting Requirements (Departmental Agreements, Contract Requirements, Merit System Rules, Charter Provisions) • Career advancement tools available to employees (ESA website content, transfer band calculator, transfer opportunity calculator) <p>Beginning July 2020 and quarterly thereafter, the committee will report findings to the Director of ESA, County Chief Executive Officer and SEIU 521 Chief Elected Officer for recommendations and possible implementation.</p>
Side Letter for Classifications and Staffing	

MASTER TABLE (continued)

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
24: Delivery of Quality Public Services	We have won language that now includes Facilities and Fleet department participation in the Unit Based Teams.
26: Strikes and Lockouts	We fought back and won against the County's attempt to limit our members ability to stand united in the event of a strike and participate in work to rule in order to protect our rights as workers.
NEW: Time off for Career Advancement for County Employment Opportunities	We have secured language that would permit workers to take paid time off with supervisory approval and 48 hours notice, to attend county exams, interviews, tests and background investigations.
Side Letter: Educational Leave Support Program	We have won and executed a Side Letter agreement that memorializes the establishment of a committee that will meet to explore career commitment in exchange for educational opportunities that promote an investment in workforce training and/or creates a career path for County workers. The committee would begin to meet within 180 days of ratification of the agreement.
Side Letter: New Hospitals	<p>We won language during these negotiations that help our members while transitioning into the County. We hope to begin working on these issues and many more once the contract is ratified.</p> <p>Vacations: During vacation(s), time will be deducted from Hospital Workers' applicable leave bank(s) to the extent available. Requests submitted in advance by workers may be approved so as long as the accumulated hours of vacation are available by the date the employees is taking time off. This is a non precedent setting agreement and shall expire by December 2021. Any vacation time for which a Hospital Worker does not have available accrued time in his/her applicable leave bank(s) shall be without pay.</p> <p>Workers will not be sent home involuntarily if census is low.</p> <p>Overtime will be offered to workers in the unit and worksite first, before asking from other units or worksites to work. Workers will also not be scheduled irregular hours by management in order to avoid paying overtime.</p> <p>We have already started meeting with the County to plan a training for workers and management to understand the contract and County rules and policies to ensure that no worker is intimidated or retaliated for invoking their rights and adherence to the</p>
APPENDIX K: Contracting Out Cap	<u>We have preserved our contracting out article and agreed to increase the cap to \$40k when the County is required to give us notice of an attempt to contract out.</u>
APPENDIX L: Extra Help	We have won the ability for Extra Help workers to be eligible to participate in the County 457 (b) Deferred Compensation Plan. This was not allowed previously and this will help our Extra Help workers plan for retirement. In addition, we have secured language for us to meet with the County annually to review and evaluate the effectiveness of the streamlining methods in hiring Extra Help into permanent positions. We have also won an increase in the Pathway to Permanency by increasing to 22 positions that would be centralized for hiring into positions listed in our contract, which now also includes Food Service Worker Correction, Probation Counselor and Licensed Vocational Nurse.
Appendix N: State Disability Insurance	We have won language that now includes Social Services and Supervisory Bargaining unit members to participate in SDI and were previously excluded.

ADMINISTRATIVE, PROFESSIONAL, TECHNICAL (APT) UNIT

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
E.2 : Salary Alignments	All current language remains in the unit that maintains continued alignment for specific classifications to be tied to other Non-SEIU 521 bargaining units.
E.3: Career Incentive Program for Public Defender Investigators	We have clarified our language and won an bi-weekly increase to PD I as follows: Basic - \$86.32, Intermediate - \$173.56 and Advanced - \$260.79; PDII as follows: Basic - \$96.11, Intermediate - \$191.39 and Advanced - \$286.47.
E.17: Dental Assistant Differential	We have won an increase of 4 positions for a total of 5 to receive this differential at a given time throughout the Santa Clara Valley Dental Network and 1 for Detention facilities.
E.26 #5: Deputy Public Guardian Conservator Lead Differential	We have won an increase of .14 cents for a total of \$1.60 for each hour worked when performing the duties.
E.26 #6: Diagnostic Imaging Technologist I Lead Differential	We have won an additional incumbent to qualify for differential, for a total of 6 DIT I. For the DIT II or DIT II-CT, we have won an Increase of 2 incumbents for a total of 3.
E.26 #8: Employment Counselor Lead Differential – applies to 22 Employment Counselor leads	We have won an increase of \$1.25 per hour for this differential for each hour worked.
E.26 #9: Estate Administrator Lead Differential	We have won an increase of .14 cents for a total of \$1.60 for each hour worked when performing the duties.
E.26 #17: Library Assistant I/II	We have won an increase of .49 cents for a total of \$1.50 for each hour worked when in charge of the library facilities or bookmobile.
E.26 #21: Behavioral Health Lead Differential	We have won an increase of \$35 bi-weekly for a total of \$135.00 bi-weekly for Marriage & Family Therapist II and Psychiatric Social Worker II who perform lead duties.
E.26 #22: Pharmacist Lead Differential	We have won an increase of 15 positions to qualify for lead differential, for a total of 16 Pharmacists.

ADMINISTRATIVE, PROFESSIONAL, TECHNICAL (APT) UNIT (continued)

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
E.26 #29: Respiratory Care Practitioner Lead Differential	We have won the addition of 4 incumbents at VMC Bascom, 2 at VMC O'Connor and 2 at VMC St. Louise Hospital to be eligible for this lead differential.
E.26 #31: Sr. Paralegal Lead Differentials	We have won an increase of 2 Sr. Paralegals in County Counsel, an increase of 4 Sr. Paralegals in the DA's Office to be eligible for the Lead differential and language that would add 3 Sr. Paralegals in the Public Defender Office to be eligible for the 5% differential which was not previously in the contract.
E.26 #32: Ultrasonographer II Lead Differential	We have won an increase from .55 cents to 5% higher pay for this differential for VMC Bascom, O'Connor and St. Louise.
E.26 #32: Board of Pharmacy Specialist Exam and Recertification	We won new language that provides for reimbursement of the cost of the exam upon successful passing and the County shall pay the annual recertification.
E.26 #32: Library Assistant I/II Electronic Resources Duties Differential	We have won new language that, when assigned at the Services and Support Center, the library assistant shall be compensated with a differential of \$1.50 for each hour worked.
E.26 #32: Ultrasonographer Biopsy Differential	We have won new language that provides for Ultrasonographer I/II, DIT I - mammo, DIT I - CT and all coded MRI Techs to receive a differential of \$2.00 per hour for each hour worked, when assigned and performing advanced biopsy and/or drainage duties.
E.26 #32: Diagnostic Imaging Technologist Lightroom Coordinator Duties Differential	We have won new language that permits 2 incumbents to receive a differential of \$1.50 per hour for each hour worked when assigned lightroom coordinator duties on the day or evening shift in the absence of the lead or supervisor.
E.26 #32: Psychology Services	We have won language that would require the County to pay for the Medical staff dues once the worker submits appropriate documentation.
E.26 #32: Obstetric Technician Lead Differential	We have won new language that would pay a worker at O'Connor a \$1.57 differential when performing lead duties in this class.
E.26 #32: Property /Evidence Technician Lead Differential	We have won new language that provides for 1 incumbent to be compensated at \$1.63 higher when assigned duties.
E.26 #32: Payroll Audit Specialist Lead Differential	We have won new language that provides for 1 incumbent to be compensated \$1.63 higher when assigned duties.
E.31: Educational Certification Maintenance	We have won an increase of hours to use per fiscal year for MFT's and PSW's for a total of 18 hours per fiscal year. This is double the hours we previously had in our contract.
New Proposal #40: Therapy Certification Pay- Applies to Physical Therapist I/II/III, Occupational Therapist I/II/III, Speech Language Therapist I/II/III. Currently there are 15 certified therapists.	We have won an increase of \$600 per year for the certification pay for these classifications.
New Proposal #41: Physician Assistant Professional Practice- Applies to Physician Assistant. Only difference is the rollover amount. The total dollar amount is the same.	New: PA's will get \$1,100/year for professional practice development - can rollover so up to \$2,200 available in a year and includes reimbursement for hospital medical dues.
Side Letter for Float	We won language where the County agrees to meet and confer about the designation of like units for the purposes of a float differential for Licensed Vocational Nurses and Hospital Services Assistant I and IIs at VMC-O'Connor and VMC-St. Louise. The list of units to be discussed may include but is not limited to: Emergency Department, Intensive Care Unit, Medical-Surgical Unit. The County and the Union shall each have three (3) representatives.
NEW Criminalist Certification Differential	<p>Won language for Coded Criminalist I, II or III who are certified or recertified by any one or more specifically listed organizations ,shall receive a differential of three percent (3%) above the employee's salary range</p> <p>Each Criminalist may apply for Certification Pay provided that verification of successful completion of such certification is submitted.</p>

BLUE COLLAR UNIT

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
Environmental Services - SCVHHS Vacancies	We won language that would hold the County accountable to train their managers and supervisors within Environmental services in the Health and Hospital System, on eligible lists, filling behind temporary vacancies and the appropriate use of provisional, substitute provisional appointment, special long-term leave codes and extra help usage. This will help stop the abuse of management vacancies and help workers to advocate for adequate staffing.
Training and Career Development	We have won language that would provide for various positions to be alternately staffed in blue collar and ensure that the appointing authority can accept a transfer of current coded positions. If no there are not enough qualified, the department can request eligible be certified from the lower level eligible list. If a tie exists amongst 2 employees, the most senior shall be selected. The employee will be a trainee for one year in order to help the worker meet the employment standards and be eligible for promotion. We also won the ability to meet with the County once a year to develop the content of the bi annual blue collar information sessions and scheduling.
ASE certification	We have won the addition of Emergency Vehicle Equipment Installer and Fleet Services Modification Mechanic to be included in the ASE certification Differential along with a .50 cent increase (.06%) for a total of (0.56%) for each ASE certification up to a maximum of 4.5%.

BLUE COLLAR UNIT (continued)

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
Electronic Repair Technician	County will now provide training for this classification to include new technology, conferences, workshops, formal classes or seminars related to current jobs and or requirements.
After-Hours Telephone Call Pay	We have won language that allows for no more than 2 General Maintenance Mechanic II and III and no more than 2 Electronic Repair Technicians who are not on-call and respond to telephone calls, to be credited with 24 minutes of paid time for each after hours call.
County Email Correspondence and Computer Use	We have won language that would allow workers a reasonable amount of time for work-related email correspondence and/or work related usage of websites. This will now stop the micromanaging by management of our blue collar workers utilizing the computer for work purposes.
Food Service Worker Correction Extended Lead	We have won an increase of .30 cents to the differential from .90 cents an hour to \$1.20 and we have secured language that will stop management from short changing our members from receiving the differential by adding language that this differential is for all hours worked and no longer for the full shift.
Fleet Parts Coordinator & Emergency Installer Lead Differential	We have won language that would have 1 Fleet Parts Coordinator and Emergency Vehicle Equipment Installer in FAF to be compensated at \$1.50 for each hour actually worked.
Biomedical Equipment Technician Lead Differential	We have won an increase of .90 cents for a total of \$2.00 per hour for lead responsibilities for this classification within the Health and Hospital System.
Crew Lead Differential	We have won an increase of .60 cents for a total of \$1.50 per hour for each hour actually worked.
Gardener Lead Differential	We have won the ability for up to 4 Gardeners to be assigned lead duties. This is an increase of 3 from our last contract.
Custody Support Assistance Lead Differential	For our unit members at the jails performing lead duties, we have won an increase of .35 cents for a total of \$1.40 per hour.
Electronic Repair Technician Lead Differential	We have won new language that would provide for a \$1.90 per hour differential for this classification.
Water Treatment Certification Stipend	We have won language that would recognize our Water Treatment or Distribution certifications and compensate our unit members at the bi-weekly rate of \$25 when assigned treatment duties. In addition, GMM's who obtain and maintain a Pool Operator Certification shall be compensated at \$12.50 bi-weekly rate when assigned to work in the maintenance of pools.
Fleet Service Mechanic Class A Diff	We have won new language that would have up to 8 workers to hold a Class A and receive a monthly allowance of \$300.
Kennel Attendant Lead Differential	We have won an increase of .25 cents for a total of \$1.20 per hour differential.
Lead Janitor Differential	We have agreed to have no more than 15 Janitor positions in the Health and Hospital system and no more than 7 in the FAF department who would be assigned lead duties and compensated at 5% higher than current rate.
Lead Laundry Worker II	We have won an increase of .60 cents for a total of \$1.30 for Laundry Worker II Leads in the health and hospital system.
Janitorial Project Team Crew Differential	We have won an increase of .30 cents for a total of \$1.20 for workers in the Project Team Crew, for each hour worked.
Janitors Retort Differential	We have won an increase of .15 cents for a total of \$1.25 for retort differential and added clarifying language of duties for all assigned Janitors.
Road Maintenance Worker II/IV Welding Differential	We have won an increase of .39 cents for a total of \$1.70.
Stock Clerk Bulk Storage Differential	We have won an increase of .47 cents for a total of \$1.05 for this differential.
Class A/B Commercial Driver License Training	We have won language that adds the Road Maintenance Worker IV and increase the compensation per hour by .25 cents for a total of \$1.75 per hour.
Park Service Attendant Lead Differential	We have won an increase of the Attendants to be assigned lead differential from 4 to 7 and an increase of .30 cents for a total of \$1.00 per hour compensation.
Park Services Attendant Training Program	We have won an increase of the number of attendants to be alternately staffed as Park Maintenance Worker I/II and or Utility Worker. The increase is from 2 to 5.
Park Maintenance Worker Series Alternate Work hours	We have agreed to meet within 60 days of ratification to work on the Alternate Work hours for Park Maintenance Worker series at Parks and Recreation Department.

CLERICAL UNIT

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
B.4: Union-County Clerical Education Program	We have won improved language that provides for us to meet and collaboratively develop educational courses and programs which will enhance the career opportunities for unit workers. We have also secured \$7250 for the first year of the agreement and \$14,000 for each year thereafter to fund these programs.
Library Clerk Differential	We have won an increase of .25 cents for a total of \$1.75 premium pay for each hour worked when in charge of circulation services for 2 or more hours on a Saturday or Sunday.
DCSS & DA legal Clerk/Court Differential	We have won an increase of .20 cents for a total of \$1.50 per hour.
Client Service Tech Intake Differential	We have won an increase of .25% for this differential for a total of 3.25% and increased the number of CST's to be eligible for differential to 110.

CLERICAL UNIT (continued)

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
Animal Control Dispatch Differential	We have won an increase of .25 cents for a total of \$1.50 per hour for each hour worked.
Sr. Library Clerk & Library Clerk Passport	We have won new language and pay that would provide Sr. Library clerks or Library Clerks additional pay of .75 cents per hour when performing passport function responsibilities.
B.10: Promotional Opportunity Project	We have won new language that would increase the total of positions to be alternately staffed to 5 from 3. We also improved the language for criteria utilized when determining participations.
B.16:	We have won improved language that defines short term WOOC as 20 working days and long term WOOC as more than 20 working days. Management shall also attempt to notify all clerical workers in the unit via County email of the long-term WOOC so that all workers have an opportunity to learn and expand their skills.

ENVIRONMENTAL HEALTH UNIT

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
F.1: Realignment	We won a .50% realignment across the board for all bargaining unit members.
F.14: Educational Leave and Tuition Reimbursement	We won an additional educational leave and tuition reimbursement program of \$60,000, with a \$2,000 cap for each worker. This is a fund we did not have available to our unit outside of the master agreement. We are also able to utilize 50% make up time for courses that are only available during work time and other provisions that clarify how it is used.
F.15: Professional Development Allowance	We doubled our allowance under this article to \$15,000 from \$7,000. This also includes an \$850 cap per employee for each fiscal year.
F.16: State Mandated Registration Maintenance	We have won an increase of \$100 for a total of \$350 for our state mandated registration renewal.

PROBATION COUNSELOR SAFETY UNIT

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
Salary Alignments	All current language remains in the unit that maintains continued alignment for specific classifications to be tied to other Non-SEIU 521 bargaining units.

PUBLIC HEALTH NURSING UNIT

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
C.1 Realignment	We won a 6% realignment across the board for all bargaining unit members
C.2 Public Health Nurses Voluntary Reduced Work Hours	We won to have current contract language, not have the County take this away. All PHNs will remain to have the right to elect the five percent (5%) option of Voluntary Reduced Work Hours.
C.3 Accumulated Time Earned	We won to have current contract language, not have the County take this away. All PHNs will continue to be provided 6.5 additional days of vacation per year (vacation add back).
C.14 Lead Assignments	Increased the number of PHN Leads from six (6) to up to ten (10).
C.8 Educational/Licensure Maintenance Provisions	NOTE: In the Master Table Agreement (Article 12), we have won language to have no funding cap on licenses and certificates required for work, including renewals for RN license and PHN certificate. We won to have current language on continuing educational leave for PHNs to be provided with enough paid time to maintenance of RN license every two years. If PHN is requesting more educational leave, we have won language that would now add use of compensatory time. We also won an increase of \$5,000 to our continuing education, which is in addition to the Master Table Agreement and increase the total draw per PHN from \$500 to \$675 per 2-year licensure period.
State/National Certification Pay	We have won new language for annual compensation of \$250 to PHN who is certified or recertified in a specialty that is applicable to worker's current area of practice in Public Health Dept.
Pilot Agreement for Collaboration on Quality of Care Committee	We have won extensive language to create a committee to jointly develop creative solutions to the challenges encountered in providing quality individual, family and community care. Meetings will occur monthly and cover a topics including but not limited to improving standards, PHN response in disasters or outbreaks, retention and recruitment, operational efficiencies and increasing revenue to name a few. 3 PHNs selected by the Unit shall participate and shall occur for one year and can be discontinued by either party after 1 year.
Alternately Staffed PHN I/II	We won language that further clarifies how PHN I may move to PHN II if not recommended for promotion due to unfavorable performance rating, after 3 months.

SOCIAL SERVICES UNIT

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
Workloads	We won language that bases on experience level, characteristics of cases and/or special program features, the County shall lower workloads for workers .
Classification Studies	We have won the ability to apply for re-classification and reallocation under Article 20.. (Note, SSU has been fighting for this since 2011, so this is huge) This means that studies will be included in this county-wide process.
12.2: State Required Continuing Education and Licensure Fund	We have won the ability for Article 12.12 of the Master Agreement to now apply for our bargaining unit.

SOCIAL SERVICES UNIT (continued)

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
6.1: Probation	We have won the ability for Article 6.1 of the Master Agreement to now apply for our bargaining unit.
8.3 / 8.5: Alternate Hours Schedules and Clean up Time	We have won the ability for Article 8.3 and 8.6 of the Master Agreement to now apply for our bargaining unit. Our current agreement for alternate hours remains in place.
18.2: Ambiance Guidelines	We have won the ability for Article 18.2 of the Master Agreement to now apply for our bargaining unit.
Bilingual, Trilingual and Quadrilingual Differential	We have won an increase of \$5 per month (\$190) for unit workers performing multilingual differential and maintain the additional \$20 per month for a third and fourth language.
Evening and Night Shift Differential	We are now using the language in the MASTER unit for evening and night Shift Differential and won the same increases for unit workers.
DFCS Retention Differential	We have won language to include the CANC, Non-Minor Dependent Unit, Dually Involved Youth Unit, to receive the 6% differential, in addition to Dependency Intake Unit, Continuing, Adoptions Finalizations Unit. ER Social Worker II and III who are regularly assigned to ER shall receive 8% differential.
Transfer Opportunities	Postings for transfer will now occur biannually (February and August of each year) and will be posted for 10 working days and a worker only needs to apply once a year to remain on the transfer list. If there are 10 or more workers who apply, the transfer will be selected from one of the top 10 senior workers. Workers must submit their request to be removed from the transfer list within a calendar year. The county now has to provide the union with an updated transfer list in March and September of each calendar year.
DEBS Intake	We secured language that worker will not be assigned intakes while working out of class or if performing the triage function.
IEVS	We have fought back against the County's proposal to increase the cases per week to 90 from 78. We have agreed to 82 which is the current standard and won language that would proportionately reduce our requirement by .16 per hour for special projects or court appearances, including absences of 1/2 day or more.
DEBS Special Project Overtime in Response to SPOT	We have won new language that would ensure that workers who are at the end of their shift and in the middle of completing a transaction, would permit overtime if the worker is able to request approval prior to completing transaction or immediately after transaction.
Adult Protective Services (DAAS)	We have won new language that defines a new case, transferred case and Specialized case for this unit. We also won language that workers will submit cases for closure to their supervisors on a weekly basis and the appropriate personal protective equipment will be available for APS Social workers and support staff to use on cases that require an in-person response.
DFCS - Continuing	We have won new language that would ensure mixed caseload of Family Maintenance, Family Reunification and Permanency Planning: SW II 14-16 children and SW III 16-18 children. This will begin help our members to focus on the children at risk while we also address the serious short staffing impacting our department. In Voluntary/Informal Supervision, we were able to win a reduction of caseload from 25 to 20; In Adoption finalization we won a reduction from 38 to 35 children; in Non-Minor Dependency unit we won a reduction to 20 from 25 young adults. We won language that limits the families assigned to Social Workers in Dependency Investigations. No more than 5 families for SW III's and no more than 4 families for SW II's at one time. A mono-lingual SW III will not be assigned more than 4 non-English speaking families. A SW II will not be assigned more than 3 non-English speaking families. Department will work to ensure caseload standards if the vacancy rate is over 10%
IHSS	We have won extensive new language for IHSS that protects our work, consecutive days of paid scheduled leave and monthly assessment expectations. We also memorialized monthly assessment and expectations and assessment reductions in detail for our members when there are days off, bilingual cases assigned, and monolingual cases. If the IHSS compliance rate drops below the State compliance of 80%, we will work with the County to hold workload reviews to discuss and strategize temporary modification of the workload to meet those compliance expectations. The April 2019 side letter for IHSS Caseload Social worker shall be included in our contract. This provides for specific language related to monthly assessment expectations and assessment reductions for social workers, including those in WOOC.
Side Letter: Floater Pilot and Differential	We have secured a side letter that would require us to meet within 30 days of ratification to establish parameters of the DFCS floater pilot program which would help balance the workload for vacancies and uncovered workload. 7 SW II/III may be utilized to be floaters and paid an hourly differential of \$4.00 per hour when performing floater work. The workers would be assigned to a specific unit/program for a specified time agreed upon by the worker and the County prior to starting the floater. All workload standards/caseload under Appendix G shall apply. This is a pilot project for 1 year from implementation and will be discontinued after 1 year if the parties do not meet to renew.
Acting Unit Supervisor	<i>Won language that guarantees higher pay</i> for unit workers performing Acting duties for one workday or more. Workers who desire to WOOC shall provide their names to management to WOOC by rotation based on highest classification by seniority. Continuing EWs in DEBS, the EW III shall have the first opportunity to WOOC. If none available, the list will be created same as above.
Educational Leave and Tuition Reimbursement	We won an increase of \$10,000 to this fund per year of the contract, for a total of \$70,000 per year for unit workers.

SOCIAL SERVICES UNIT (continued)

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
NEW: Workload Committees	<p>Within 90 days of the Board adopting our contract, a committee will be established to evaluate the current workloads for APS-DAAS, ER DFCS and RFA DFCS. The Committee made up of 3 Union and 3 County representative will make mutually agreed upon recommendations in:</p> <ul style="list-style-type: none"> • Workload Distribution • Workload Efficiencies • Workload Standards • Workload Credits • Future Trends and Staffing

SUPERVISORY UNIT

ARTICLE: ISSUE	TENTATIVE AGREEMENTS
Classification Studies	We have won the ability for Article 20 of the Master Agreement to now apply for our bargaining unit. This means that studies will be included in this county-wide process.
Union security	We have increased our time to meet with new hires in our unit to 30 minutes.
Administrative Transfers	We won language improvements so that supervisors in South County shall be considered to be in the same geographical location.
Evening and Night Shift Differential	We are now using the language in the MASTER unit for evening and night Shift Differential and won the same increases for unit workers.
Trainer Prep Time	We have won new language that would ensure up to 14 hours per 1 hour of instructional time, for workers in the unit to prepare new trainings and up to 3 hours per 1 hour of existing training content. With pre-existing training, workers will have up to 2 hours per 1 hour of training content to prepare. This will help our member ensure we are preparing the most quality work that will help new hires succeed in our department.
Side Letter: DEBS	We have secured a side letter that provides us with the establishment of a Workload Committee to evaluate the overtime formulas for EW Supervisors in DEBS. The committee will consist of members from Intake and Continuing.
Side Letter: Workload	<p>We have won language that would establish within 60 days of ratification, a committee with the county that will develop the parameters of a workload study to retain a consulting firm to conduct the study in DFCS. The committee will meet to review the findings and develop agreed upon recommendation. Any implementation will require a meet and confer with the county as required by law.</p> <p>We also won language to establish a workload committee to evaluate overtime formulas for EW Supervisors in DEBS. The committee would consist of members from Intake and Continuing and shall meet within 60 days of ratification by the Board of Supervisors.</p>
DFCS Differential	<p>We have won language that provides for a 6% differential for Supervisors in Dependency Intake Unit, Continuing Unit, VFM unit, CANC, Non-Minor Dependent Unit, Dually Involved Unit, Adoption Finalization Unit, Resource Family Approval unit, Post-Adoption unit, Placement unit, SW I Supervisors and SW Supervisors in Joint Decision Making Unit.</p> <p>Supervisors in DFCS Emergency Response shall receive an 8% differential.</p>
Multilingual Differential	We have won an increase of \$5 per month (\$190) for unit workers performing multilingual duties and maintained the additional \$20 per month for a third and fourth language.
Side Letter: Transfer	We have secured a side letter to meet with the County within 60 days of ratification to open a new Departmental agreement for Supervisors assigned to DFCS, and address implementing shift selection, geographical and regional preference of vacant positions within DFCS, vacation, core days, personal leave schedules, number of employees that can be off on a daily basis.
Temporary Higher Classification Assignment	We have won new language that would ensure higher assignment pay on Holidays and sick leave absences when on temporary higher classification assignment.
Acting Unit Manager - WOOC	We have won new language that ensures pay for one workday or more when doing higher work. We also secured new language that would ensure that WOOC assignments are rotated as equally and equitable as practicable among employees in the reporting areas/work locations. If none exist in those areas, the manager may go outside the area for selecting a WOOC.
Dependency Investigator	We have won a 5% differential for the Dependency Investigator Supervisor conducting and overseeing Petitions Specialists until such time that the duties and functions are removed.
Side Letter: Staff Development and Training	We won the ability to meet within 60 of the contract ratified by the Board of Supervisors, to agree to open a new Departmental Agreement for Staff Development Specialist and Associate Staff Development Specialist in the Staff Development and Training unit. The topics included to be discussed are training preparation and vacation scheduling.
CATR Review	We reached an understanding during negotiations, where we confirmed in an email from Labor Relations to our bargaining unit representatives, that the County will meet in a Labor Management meeting to do a CATR review with the stewards of the bargaining unit.



Santa Clara County Chapter

CONTRACT RATIFICATION VOTE

Wednesday, March 4 - Monday, March 9

Only union members are eligible to vote. You can sign up to be a member at the vote.
There will be no proxy, write in or absentee votes.
All ballots must be cast in person.

WEDNESDAY, MARCH 4

LOCATION	TIME	ADDRESS	CITY	ROOM
Valley Medical Center	6:00 a.m. to 6:00 p.m.	751 S. Bascom Avenue	San Jose	Cafeteria
Registrar of Voters	7:00 a.m. to 1:00 p.m.	1555 Berger Drive	San Jose	Shasta/Tahoe Conf. Room
Milpitas Library	11:00 a.m. to 3:00 p.m.	160 N Main Street	Milpitas	Group Study Room B
Clerk-Recorder's Office	11:00 a.m. to 3:00 p.m.	70 W. Hedding Street	San Jose	Lower Level Conf. Room
SEIU Local 521	3:00 p.m. to 7:00 p.m.	2302 Zanker Road	San Jose	Lobby

THURSDAY, MARCH 5

LOCATION	TIME	ADDRESS	CITY	ROOM
Elmwood Correctional Facility	7:00 a.m. to 9:00 a.m.	701 S. Abel Street	Milpitas	Squad Room
SEIU Local 521	8:00 a.m. to 3:00 p.m.	2302 Zanker Road	San Jose	Lobby
Social Services Agency	10:00 a.m. to 1:00 p.m.	353 W. Julian Street	San Jose	Large Cafeteria
Elmwood Correctional Facility	11:00 a.m. to 1:00 p.m.	701 S. Abel Street	Milpitas	Squad Room
Valley Health Clinic - Lenzen	11:00 a.m. to 2:00 p.m.	976 Lenzen Avenue	San Jose	HHS DADS Conf. Room AB
Social Services Agency	11:00 a.m. to 2:00 p.m.	7933 Wren Avenue	Gilroy	Mount Madonna Room
Vasona Lake County Park	12:00 p.m. to 2:00 p.m.	333 Blossom Hill Road	Los Gatos	Annex Room
Social Services Agency	3:00 p.m. to 6:00 p.m.	353 W. Julian Street	San Jose	Large Cafeteria

FRIDAY, MARCH 6

LOCATION	TIME	ADDRESS	CITY	ROOM
SEIU Local 521	8:00 a.m. to 1:00 p.m.	2302 Zanker Road	San Jose	Lobby
Valley Health Clinic - East Valley	11:00 a.m. to 2:00 p.m.	1993 McKee Road	San Jose	EVC Conference Room
Valley Health Center - Sunnyvale	11:00 a.m. to 2:00 p.m.	660 S. Fair Oaks Avenue	Sunnyvale	3rd Floor Conference
Santa Clara County Probation	11:30 a.m. to 12:30 p.m.	2314 N. First Street	San Jose	Room 2440/APD
O'Connor Hospital	6:00 a.m. to 9:00 a.m.	2105 Forest Avenue	San Jose	MOB Auditorium

SATURDAY, MARCH 7

LOCATION	TIME	ADDRESS	CITY	ROOM
SEIU Local 521	9:00 a.m. to 12:00 p.m.	2302 Zanker Road	San Jose	Lobby

MONDAY, MARCH 9

LOCATION	TIME	ADDRESS	CITY	ROOM
Main Jail Complex	6:00 a.m. to 8:00 a.m.	150 W. Hedding Street	San Jose	TBA
St. Louise Regional Hospital	6:00 a.m. to 11:00 a.m.	9400 No Name Uno	Gilroy	Board Room
Social Services Agency	8:00 a.m. to 12:00 p.m.	1867 Senter Road	San Jose	Large Breakroom
SEIU Local 521	8:00 a.m. to 12:00 p.m.	2302 Zanker Road	San Jose	Lobby
Valley Health Center - Downtown	9:30 a.m. to 12:00 p.m.	777 E. Santa Clara Street	San Jose	DTC 3rd Floor Conference

**BALLOT
COUNT**

MONDAY, MARCH 9 @ 1:00 p.m.
SEIU Local 521
 2302 Zanker Road, San Jose