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APPENDIX J – EMPLOYEE ASSISTANCE PROGRAM

The County proposes that the parties coordinate a joint discussion to update to this section in conjunction with the meet and confer process for the EAP program as noticed on Thursday, April 13, 2023.

This Agreement represents the results of meeting and conferring in good faith between the County of Santa Clara and legacy Locals 715 and 535, SEIU (currently SEIU Local 521), pursuant to Article 12, Section 12.9 and Article 13, Section 4 of the current Memoranda of Agreement between the County and legacy Locals 715 and 535, (currently SEIU Local 521) respectively.

It is understood that materials/leaflets/news releases, etc., relating to this program will be developed jointly between County and the Unions.

The elements of this program are: (1) a Policy Statement, (2) a Referral Procedure, and (3) a Program Structure. Such elements are described below.

a) Policy Statement

1. The County of Santa Clara recognizes alcoholism, alcohol abuse and other health and behavioral problems as treatable conditions.
2. A County worker having these conditions will be given the same consideration and offer of assistance presently extended to workers having any other illness.
3. The social stigma associated with alcoholism and alcohol abuse has no basis in fact. It is expected that a County-wide enlightened attitude and a realistic acceptance of these conditions will encourage workers and members of their immediate families who suspect that they have a problem, even in the early stages, to take advantage of the diagnostic, counseling and treatment services available through this Program.
4. The County is concerned with a worker's use of alcohol and with other health and behavioral problems only when they affect his/her job performance.
5. It will be the responsibility of the County to implement this policy, and to follow the procedures assuring that no worker's request for assistance will jeopardize his/her job security or promotion opportunities.
6. It is recognized that, for purposes of this Program, supervisors do not have the qualifications or the responsibility to make any diagnosis or judgment as to whether or not a worker is an alcoholic or has any other health or behavioral problem. Supervisors' responsibilities are limited to assessing job performance and initiating the corrective action appropriate to that level of job performance.

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7. Employee Assistance Program records will be kept strictly confidential. Any identifying information about any worker will be given out only with the written approval of the worker.
8. County workers and members of their immediate families who suspect that they have an alcohol or other health or behavioral problem, even in the early stages, are encouraged to seek confidential assistance by contacting the designated program personnel or any appropriate public or private service provider.
9. Implementation of this policy will not require, or result in, any special regulations, privilege or exemptions from the standard administration practices applicable to job performance requirements.
10. Performance problems will be handled in accordance with established County and Merit System procedures and labor-management agreements. Alcoholism, drug or other personal problems will not be an acceptable reason for lowering job performance standards.
11. Workers who participate in counseling, diagnosis, or treatment may, at their request, use accumulated sick leave, vacation leave, and compensatory time while away from work for such a purpose. Leave of absence without pay, depending upon departmental policies and labor-management agreements, may also be used for these purposes.

A prime objective of this policy is to retain workers who may have or develop alcoholism or drug dependency by helping them to arrest its further advance before the condition renders them unemployable.

b) Referral Procedure

These procedures should be followed even when alcohol or other personal problems are obviously involved in the poor work performance. The objectives are:

1. To establish uniform handling of troubled workers, and
2. To reduce or eliminate poor work performance associated with alcohol or other personal problems.

Job performance issues should generally be resolved in the most informal way possible. Where such problems cannot be so resolved, action that you will take is governed by the following procedures. It is suggested that you determine a course of action based on the observed problems by consulting with your supervisor.

Step 1. Conduct at least one informal interview where the problems are discussed with the worker and alternatives for correction are identified. The supervisor must decide what is the next step. This may include

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nothing if the worker refuses to admit a need for change or it may include some very intricate program involvement. The Employee Assistance Program should be offered as a source of help. Assure the worker of the confidentiality of the program and his/her involvement in it. Suggest that if the worker has any questions or doubts about the E.A.P., that he/she discusses it with his/her steward, and provide the worker with Union and E.A.P. leaflets.

A reasonable amount of time should be allowed for correction of the performance deficiencies.

Continue to monitor performance.

Step 2. Conduct a formal interview if there is continued poor performance. Discuss the problems and changes needed in job performance.

Establish what the outcome will be if the changes do not occur; that is, advise the worker of disciplinary proceedings which will follow should he/she not improve his/her performance. Encourage the worker to call the Employee Assistance Program and make an appointment. Re-emphasize to the worker the confidentiality of the Program and provide the worker with Union and E.A.P. leaflets. Suggest that if the worker has any questions or doubts about the E.A.P. that he/she discusses it with his/her Steward. Prepare a written report of the interview in accordance with established procedures.

Continue observation of performance, documenting changes, if any, and informally discuss such observations with worker.

Step 3. If job performance does not improve, conduct an additional formal interview. Carry out the disciplinary action specified in the last formal interview. Advise of further action if improvement in job performance does not occur. Again, offer referral to the Employee Assistance Program. Re-emphasize confidentiality of the Program. Suggest that the worker discuss it with his/her Steward. Prepare a written report of the interview in accordance with established procedures. Work out with worker a timetable for improvement in job performance.

Continue observation. If no changes occur, institute discipline as appropriate.

c) **Program Structure**

The Employee Assistance Program of the County of Santa Clara will have a structure which recognizes the joint interests of Management and Labor in the carrying out of the Program and in monitoring the Program to assure success.

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The structure of the Program involves two significant elements: (1) E.A.P. Coordinating Counselor and (2) E.A.P. Coordinating Committee.

The roles of each element are as follows:

1. E.A.P. Coordinating Counselor

Subject to general supervision and monitoring by the E.A.P. Coordinating Committee.

- Acts as a primary developer of treatment resources
- Acts as a primary liaison with treatment resources
- Coordinates training of supervisors and Stewards
- Coordinates all other aspects of the Program
- Reports to and provides information for the E.A.P. Coordinating Committee
- Acts as the primary counseling and referral agent for the Program

2. E.A.P. Coordinating Committee

The Employee Assistance Program Coordinating Committee would consist of one member designated by each Union desiring to do so, and a number of members designated by the County Executive, not to exceed the number of Union members.

The functions of the Coordinating Committee would be as follows:

- To monitor the overall Program
- To develop and implement evaluation procedures
- To review complaints (case problems, failures, discuss possibilities)
- To evaluate staff performance
- To provide general program direction to the Coordinating Counselor
- To approve Steward and supervisor training program

The Coordinating Committee would meet at least monthly and more frequently as necessary. Release time would be provided for such meetings.

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The Coordinating Counselor would be a full-time administrative position in the Bureau of Alcoholism Services reporting directly to the Director of Alcoholism Services, but generally supervised by the E.A.P. Coordinating Committee.

Location - The geographic location of the Program should be a neutral location and definitely not a Union Office, the Personnel Office or the Bureau of Alcoholism Services. In this way, some control over staff activities could be maintained. There would probably have to be a clerk responsible for making appointments for all counselors and maintaining files and records in order.

d) **Term**

It is understood that up to ten thousand dollars (\$10,000) has been committed by County from July 12, 1999 to cover the costs of needed services as deemed necessary by the E.A.P. Coordinator in accordance with guidelines established by the E.A.P. Coordinating Committee. Such monies are to be administered by the E.A.P. Counselor and monitored by the E.A.P. Coordinating Committee. Any change in the Program must be by mutual agreement.

If the Program is not changed, it will be funded at ten thousand dollars (\$10,000) per fiscal year for the term of this Agreement.

APPENDIX K – CONTRACTING OUT

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~~ 200,000 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~~ 200,000, 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.
- g) No SEIU 521 represented positions shall be filled by contract employees unless as provided in Appendix K.

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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.

APPENDIX L – EXTRA HELP AND INTERMITTENT WORKERS

A. Extra Help

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

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

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- 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 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.

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- 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
- 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,

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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:

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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

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;

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- 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

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

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

County-wide / Department Specific Classifications	HHS Specific Classifications
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.

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~~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.~~

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.

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.

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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. 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.

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.

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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.
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 M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

The following Guidelines have been mutually agreed upon in accordance with the Agreements between Santa Clara County and Locals 1587, legacy Locals 535 and 715 (currently SEIU Local 521). The County-wide Joint Labor/Management Safety Committee, hereinafter referred to as the County-wide Safety Committee, as established by those Agreements, shall continue to meet in order to implement these Guidelines and to conduct an on-going review of the safety program and Departmental Joint Labor/Management Safety Committees, hereinafter referred to as the Departmental Safety Committee. Revisions or additions to these Guidelines may be made upon mutual agreement of the Union and Management representatives to the County-wide Committee.

GUIDELINES

1. **Departmental Safety Officer**

Each department head shall designate a Departmental Safety Officer, with concurrence of the County Director of Personnel.

2. **Safety Stewards**

The Unions shall designate Safety Stewards and alternates. There shall be a Safety Steward available to each worker. The number and distribution shall be such that a Steward be available to each work area or place. Safety Stewards may also be regular Stewards.

3. **Departmental Safety Committee**

A Departmental Safety Committee shall be established in each County Department, which shall include Departmental Safety Officers and Safety Stewards. The Unions and the department shall mutually agree on the number of representatives to the Departmental Safety Committee. Composition of the Committee shall be subject to review and approval of the County-wide Safety Committee.

4. **Employee Representatives**

In the event that no Union represents workers in a given work place, employee representatives shall be elected by democratic vote of non-supervisory personnel.

5. **Departmental Safety Committee Structure**

The structure of the Departmental Safety Committees and the frequency of meeting shall be determined by mutual agreement within each Departmental Committee. For example, in a small department a formal committee structure may not be necessary. Also, in a large, complex department, a subcommittee structure may be appropriate.

6. **Departmental Safety Officer Responsibilities**

The Departmental Safety Officer shall ensure safe working conditions, provide and enforce adequate safety procedures, and take any steps necessary to provide and maintain a safe working environment within his/her department. The Departmental Safety Officer must be familiar with the operation of the department and informed

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of day-to-day developments which may affect safety of working conditions. The Departmental Safety Officer shall be responsible for implementation and enforcement of Guidelines established by the County-wide Safety Committee.

7. **Release Time**

Safety Stewards shall receive paid release time from regular duties for performance of their duties as Safety Stewards. Examples of reasons for such release time are:

- a) Scheduled Safety Committee meetings within the department.
- b) Meetings with Management on specific health or safety problems.
- c) Scheduled Safety Training sessions.
- d) Accident or Hazard Report investigation and correction. Reasonable release time for investigation and correction shall be allowed.

Time off for representation should not unduly interfere with the performance of the Safety Steward's other duties as a worker or with the work flow requirements of the department.

8. **Safety Inspections**

Safety inspections shall be conducted of every work place as necessary by the first-line supervisor with a Safety Steward, when possible. A monthly inspection report shall be made and filed with the Departmental Safety Officer.

9. **Hazard Report, Action, Appeals Process**

- a) Management shall make available to workers in all work locations the standard County Hazard Report forms which may be filed by any worker with the responsible member of supervision. The worker should retain a copy.
- b) Supervisor shall transfer information from Hazard Report forms to Hazard Action forms and process as follows:
 1. When corrective action is necessary, responsible supervisor shall state on Hazard Action forms the nature of the corrective action taken or to be taken by the responsible supervisor, specifying dates, in order to eliminate unsafe or unhealthy condition which may exist.
 2. Within two (2) business days of the receipt of the Hazard Report, the supervisor shall submit copies of the Hazard Action form to the Departmental Safety Officer, the Safety Steward concerned, the County-wide Safety Committee and the worker concerned.

APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

3. If the Safety Steward and/or the worker concerned are (is) not satisfied with the corrective action taken or to be taken, the matter may be appealed to the Departmental Safety Officer.
 4. Within ten (10) business days of receipt of Appeal, the Departmental Safety Officer shall further investigate and shall reassess and provide the Safety Steward and the worker concerned with a written statement (specifying dates) of action taken or to be taken.
 5. In the event that the worker concerned or the Safety Steward is not satisfied with the decision of the Departmental Safety Officer, the matter may be referred by any of the involved parties to the Departmental Safety Committee for decision and action.
 6. If the Departmental Safety Committee cannot agree or satisfactorily resolve the matter within ten (10) days of receipt of appeal, it may be referred to the County-wide Safety Committee by any of the involved parties.
- c) In the event that a hazardous condition presents a clear and immediate danger to the health or safety of workers, the above time limits shall be reduced to immediate response and action.

10. **Supervisor's Report of Industrial Injury**

- a) The supervisor shall complete the Supervisor's Report of Industrial Injury on the same date he is informed of an on-the-job accident. This includes an investigation as to whether the accident was the result of an unsafe act or unsafe condition.
- b) The copies shall be immediately dispersed according to the instructions on the form with the exception of the fourth copy (Goldenrod-Department). This copy will be given to the injured worker. A fifth, duplicated, copy shall be provided the Safety Steward by the Departmental Safety Officer.
- c) If, in the opinion of the supervisor, the accident is the result of an unsafe working condition, the supervisor shall take immediate steps to correct it and complete a Hazard Action form following the procedure as outlined in Paragraph 9(b) above.
- d) If, in the opinion of the supervisor, the accident is not the result of an unsafe working condition and the injured worker or Safety Steward disagrees, the worker or Safety Steward shall complete a Hazard Report form following the procedure as outlined in paragraph 9(b) above.

APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

11. **Priority Status for Safety Work Orders**

When the Department Safety Officer states to Department of General Services-Building Operations that the item needing service is a safety hazard, the person in Building Operations receiving the request will so mark the order form. The section foreman will assign priority status to the Work Order so action begins within twenty-four (24) hours.

12. **Safety Work Procedures**

- a) The Departmental Safety Committees shall establish and periodically review by mutual agreement safety work procedures to ensure safe working practices and conditions. Safety work procedures shall be directed at specific health or safety problems, and shall be clear, simple, and precise, without being unnecessarily restrictive.
- b) Safety work procedures appropriate to each work area or place shall be posted on the bulletin board.

13. **Safety Training**

- a) The County-wide Safety Committee shall establish a Safety Training Subcommittee. This Subcommittee shall design and implement a County-wide training program for Safety Stewards, supervisors and non-supervisory workers, working with and through the Departmental Safety Committees, subject to the review and approval of the County-wide Safety Committee.
- b) Safety training shall be conducted on a departmental level. It shall include training in identification and correction of health and safety hazards, training in safe work practices, training in hazard report and appeal processes, training in Cal-OSHA regulations and procedures.
- c) Safety training shall be provided workers on a regular basis in each work area. A monthly written record shall be received and maintained by the Departmental Safety Committee reflecting the date, duration, and subject matter of any training provided. High hazard or injury areas may be required to conduct more frequent training sessions. Training shall be conducted at the lowest practical level of supervision.

14. **Video Display Terminal Provision**

a) **Guidelines**

Pursuant to the VDT Workstation Sideletter of the 1985-87 Contract, the County Executive's Guidelines for Purchasing and Maintenance of VDT Equipment dated July 3, 1987 has been issued to all departments.

APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

b) **Alternate Work for Pregnant Workers**

Although research to date has not proven that video display terminals are a health or safety hazard, in recognition of concern about potential adverse effects involving pregnancy, the County agrees to the following:

A pregnant worker assigned VDT functions may request reassignment, within her department/agency for the term of the pregnancy to non-VDT duties. The department will assess the request of the worker and may reassign, redistribute or restructure work to accommodate such request. A worker must submit a written request for the assignment to non-VDT duties. The department/agency shall not be required to make work or otherwise create positions that would not be performed in the normal course and scope of business nor to adversely affect the operation of the department/agency or work unit.

Reassignment, redistribution or restructuring of work may result in the assignment of duties outside the worker's job classification. In cases of assignments to a position in a lower classification, the worker shall be paid consistent with the lower classification and shall not continue any pay differentials unless eligibility exists in the position in the lower classification. In cases of assignments to a position in a higher classification, provisions of Section 7.5, Work Out of Classification, shall apply.

If a worker is required to work at a location other than her regular work location, all claims pursuant to Section 8.11, shall be waived.

Assignments pursuant to this Appendix shall supersede all departmental agreement assignment bidding provisions.

Any probationary worker reassigned to a different class shall not receive credit towards completion of the worker's probationary period for the period of reassignment. Credit towards completion of the probation period shall be given for time during which the worker's current classification duties have been redistributed or restructured within the same classification.

Should the worker refuse an offer of reassignment, work restructure, or work redistribution, the worker may request a personal leave of absence pursuant to Section 12.5(a), or seek, on her own, a permanent voluntary demotion or transfer. During the period of time that worker is seeking a permanent demotion or transfer or in the absence of the permanent transfer, demotion or personal leave, the worker shall continue to perform VDT duties.

If the department is not able to accommodate the request due to cost, operational impact, etc., the worker may request a personal leave of absence pursuant to Section 12.5(a) or seek on her own a permanent voluntary demotion or transfer or may seek on her own a temporary transfer

APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

to a permanent coded position which is vacant due to a leave of absence in another department/agency subject to the following conditions:

1. No more than seven (7) workers on a County-wide basis and no more than one (1) worker per department at any time may be temporarily transferred to a permanent coded position which is vacant due to a leave of absence outside of their department/agency.
2. The receiving department must agree to the temporary transfer.
3. Any worker seeking a temporary transfer must execute a contract and receive approval from the Office of Labor Relations. This contract will include, but not be limited to:
 - a. specific acknowledgement and waivers of layoff seniority in the department in which the vacant leave of absence position has been accepted;
 - b. waiver of bidding rights under the departmental agreement in the originating department (except those rights afforded workers on maternity leave);
 - c. waiver of bidding rights under the departmental agreement in the receiving department;
 - d. acknowledgement that should the vacant leave of absence position become unavailable, the worker shall be required to commence her leave of absence as of that date and may not return to her originating department until the conclusion of her maternity leave of absence.
4. For purposes of returning to her originating department, the worker shall be returned on the same basis as if Section 6.9 had applied.
5. The worker who has taken a position under this provision who begins her maternity leave shall be considered on leave from her originating department.
6. The worker shall continue to perform VDT duties during the period of time that the worker is seeking a permanent demotion or transfer, or transfer to a permanent position vacant due to a leave of absence or in the absence of any transfer, demotion or personal leave.

APPENDIX N – STATE DISABILITY INSURANCE (SDI)

The Union and the County agree as follows regarding coverage of the bargaining units listed below by the State Disability Insurance plan (SDI):

Clerical Unit
Administrative Professional and Technical Unit
Blue Collar Unit
Public Health Nursing Unit
Environmental Health Unit
Social Services Unit
Supervisory Unit

1. The County will register all bargaining units listed herein with the director of Employment Development Department for the purposes of SDI coverage for represented workers.
2. The Controller's Office shall withhold wage earner contributions each pay period at the rate set pursuant to the Unemployment Insurance Code and forward the funds to the State Disability Fund.
3. Within one week of being disabled from work, the worker or his/her representative must contact the office designated by the County to provide information on the following:
 - a) The date the disability/illness commenced;
 - b) The estimated duration of the disability;
 - c) A phone number where the worker can be reached;
 - d) The election of sick leave/vacation usage during the first week of disability;
 - e) Whether or not the employee is planning to file for SDI;
 - f) The election to integrate sick leave and vacation pay with SDI benefits.
4. A worker who is determined to be eligible to receive SDI benefits and who has made timely election to integrate shall be paid a biweekly amount (accumulated sick leave/vacation) which, when added to SDI benefits, shall approximately equal his/her normal biweekly net pay after taxes (overtime is excluded). Such warrants will be issued on normal County paydays.

If notification is not received, no integration of sick leave or vacation will be effected. However, one time only, the workers may elect integration and it shall be implemented at the start of the next pay period. In such case, integration payments shall be made prospective only.

The employee will have the responsibility to notify the office designated by the County of any change in status (either health or length of disability) that may affect his/her return to County employment.

Understanding on the Topics that Require Office of Labor Relations and Institutional Union Participation

- A. Below are topics that require Labor Relations and Institutional Union participation in any agreements, including agreements as a result of a meet and confer (M&C) or settlements:

Departmental Agreements

Alternate Hours Agreement (Section 8.14 of the MOU)

Layoffs (Impact)

Discipline Settlement

Grievance Settlement

Extension of Probationary Period

Any M&C that result in monetary modification (including adding new classifications to receive differentials or premiums, on call pay, etc. that requires changes to the MOU)

Overpayment

Any items outlined in the contract which provides the County to notify, or meet with the Union (such as Section 8.7 On-Call Pay, or Appendix H Contracting Out)

Any changes to the terms of the contract

Reorganization (in accordance with the terms of the MOU)

With the exception of layoff impact meetings, discipline settlements where the union is not representing the worker and reorganization, any agreement or settlement must be signed by both parties.

- B. Below are topics that do not require Labor Relations presence for resolution:

Schedule Changes (Core Hours or starting and quitting times) for individual employees, allocation review, classification study, and any changes to job specifications.

The above topics are not an all inclusive list. Should there be questions about the lists above or a topic is not outlined above, the parties shall discuss issues or questions to reach a common understanding.

Date: 5-22-12

County of Santa Clara:



SEIU Local 521:



Job Classifications for the Purposes of Layoffs

The following Agreement memorializes the discussions during negotiations regarding the following job classifications for the purpose of layoffs:

Psychiatric Social Worker (PSW) I
Psychiatric Social Worker (PSW) II
Marriage Family Therapist (MFT) I
Marriage Family Therapist (MFT) II

Section 5.1 Seniority Defined shall apply with the following additional credit for time in a worker classification:

1. For Psychiatric Social Worker II (PSW) workers: For the purpose of computing total time in the worker's classification, the worker shall be given credit for all time in classification as a Psychiatric Social Worker I.
2. For Marriage Family Therapist II (MFT) workers: For the purpose of computing total time in the worker's classification, the worker shall be given credit for all time in classification as a Marriage Family Therapist I.
3. PSW II and MFT II workers on probation shall still be considered less senior than PSW II and MFT II workers with permanent status regardless of date of hire as calculated in accordance with #1 and #2 above.
4. PSW I and MFT I workers on probation shall still be considered less senior than PSW I and MFT I workers with permanent status regardless of date of hire as calculated in accordance with #1 and #2 above.
5. For the purpose of layoffs, PSW II and MFT II are considered one classification. If the position requires a special license or skill (i.e. MFT license instead of PSW license) then section 5.10 – Re-employment list subsection b) shall apply.
6. For the purpose of layoffs, PSW I and MFT I are considered one classification. If the position requires a special license or skill (i.e. MFT license instead of PSW license) then section 5.10 – Re-employment list subsection b) shall apply.

This language agreement will not change any transfers or layoffs that were to be implemented prior to July 26, 2011.

Date: 5-22-12

County of Santa Clara  SEIU Local 521 

Non-Sworn Workers in Internal Affairs (IA) Administrative Investigation

The County and the Union agree to meet to discuss and attempt to resolve the issues around non-sworn workers in IA investigations. The meetings will include Labor Relations and Union staff to assist in the discussions.

Meetings shall commence as soon as reasonably feasible.

Date: 5-22-12

County of Santa Clara:

Sarah Poole

SEIU Local 521:

Susan G. Myer

Documents sent electronically via e-mail

This Agreement is entered into on May 12, 2010, between the County of Santa Clara and Service Employees International Union Local 521.

For reasons of cost cutting and with new technology the above parties agree to the following changes in the way we certify delivery of documents for timeline purposes and is applicable to all contracts current in effect for which the County entered into with the prior SEIU Local 715, prior Local 535 Worker Chapter and prior Local 535 Supervisory Chapter.

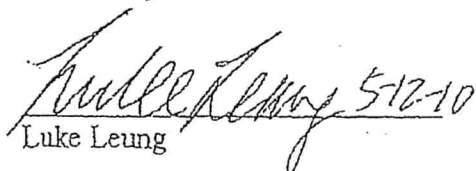
The parties agree that documents sent electronically via email are acceptable form of communication and proof of service for time line issues and is allowed specifically in the place of Certified US Mail wherever required in the above-referenced labor contracts. The "time stamp" of the email by the receiving party is controlling. If there is a dispute, the sending party's email record may be used to assist in resolving any timeliness issue. Still unresolved timeline issues may be items of further dispute relative to the subject matter at hand. Items sent by Certified US Mail will still be acceptable, but not required.

The documents may include, but not limited to recommended discipline letter, final disciplinary actions, grievances, grievance response, etc.

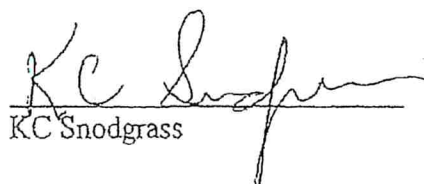
Each party will give the other party the name or names of persons and their email address as official recipient of such documents. Evidence of "full" mail boxes resulting in non acceptance by the receiving party, or evidence of receiving party email system malfunction experienced by the sending party automatically extends the time by one full County business day.

Either party may cancel this agreement upon ten (10) calendar days notice to the other.

For County of Santa Clara:


Luke Leung

For SEIU Local 521:


KC Snodgrass

5/12/10

SIDE LETTER OF AGREEMENT
BETWEEN
COUNTY OF SANTA
CLARA AND SEIU
LOCAL 521

- A. This Agreement addresses matters related to Article 13.2 (5) (g) Medical Benefits for Retirees.
- B. The purpose of this side letter is to memorialize the parties agreement to meet during the term of this agreement to discuss the feasibility of establishing a Retiree Health Reimbursement Account. The parties agree to meet upon request by either party to review and discuss items directly related to this. The contract shall not be re-opened, unless by mutual agreement of the parties.
- C. The County agrees to provide all pertinent information related to the discussions on this matter.

**Side Letter Agreement between the
County of Santa Clara And
SEIU Local 521**

~~As part of reaching agreement on a successor MOA, a lump sum payment(s) was negotiated as part of the successor MOA. So that there is no misunderstanding regarding this one-time, lump sum payment, CalPERS considers this type of payment to be Off Salary Schedule Pay, and per CalPERS Circular Letter 200-048-16, dated November 10, 2016, it would be reportable only for classic members and only when a pay increase has not been granted in the same fiscal year. Accordingly, the parties believe that this payment will not be reportable to CalPERS because SEIU Local 521 members are also receiving a general wage increase in the same fiscal year. If CalPERS has an audit finding or other determination inconsistent with this, the parties agree to jointly challenge such outcome including through administrative appeals.~~

Side Letter on Educational Leave Support Program Committee
October 15, 2019

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. 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 County would like to discuss and evaluate this Side Letter in an effort to repurpose the committee to review Merit System changes, Extra Help, and training opportunities.

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 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.
 - e. 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.

County of Santa Clara Website:

<http://www.sccgov.org/>

SEIU Local 521 Website:

<http://www.seiu521.org/>

**The Nepotism Policy can be found on the County's
website listed below:**

**[https://connect.sccgov.org/sites/policies/policypages/
Pages/Nepotism-Policy.aspx](https://connect.sccgov.org/sites/policies/policypages/Pages/Nepotism-Policy.aspx)**

4/20/23
@2:57pm

Section 12.11 – Bereavement Leave

Leaves of absence with pay shall be granted workers in order that they may discharge the customary obligations arising from the death of a ~~member of their immediate family member~~. "Immediate 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. ~~mother, father, grandmother, grandfather, son or daughter of the worker or of the spouse of the worker or of the registered domestic partner of the worker; and the spouse, registered domestic partner, stepparent, son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, or sister-in-law of the worker or any person living in the immediate household of the worker.~~ 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.

