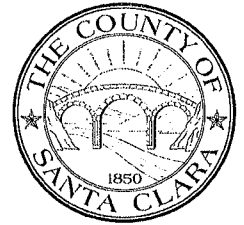


# County of Santa Clara

## Employee Services Agency Labor Relations Department

County Government Center, East Wing  
West Hedding Street, 8<sup>th</sup> Floor  
San Jose, California 95110



April 14, 2023

*4/14/23  
@ 9:47 AM*

Debbie Narvaez, Chief of Staff  
2302 Zanker Road  
San Jose, CA 95131-1115

### Re: County's Initial Package Proposal

Dear Ms. Narvaez:

Please find enclosed the County's initial package proposal to SEIU for a successor Master Memorandum of Agreement (MOA).

In an effort to begin the free exchange of ideas, provide context, and focus on the issues most important to the parties, we wanted to highlight areas where the County is not proposing changes. Despite the very substantial, year-over-year increases in cost to the County for these benefits and the fact that the County's provided benefits in these areas are very significant when compared with other public entities:

- The County is not requesting an increase to employee CalPERS pension contribution rates.\*
- The County is not requesting a decrease to the 7% Employer Paid Member Contributions (EPMC) for Classic CalPERS members.
- The County is not requesting changes to the employee medical, dental, or vision premiums cost-share formulas.
- The County is not requesting changes to retiree medical benefits.

This package proposal does include several proposals that collectively address important priorities in the Master Agreement for this round of negotiations, some of which are highlighted below:

- Clarification on the process for SEIU Worksite Organizers to request access to County facilities to ensure compliance with federal, state, and County policies as well as minimize disruption to service delivery, to the extent possible. (Please see Article 3, Section 3.4.)

- Change in the definition of a lateral transfer to better align with industry standards. (Please see Article 6.13.)
- General wage increases in each year of the three-year proposed term. In recognition of the value of SEIU-represented employees and the challenges faced by our staff in light of inflation and increased cost of living, the County is proposing general wage increases notwithstanding an increasingly bleak budget picture, the need to close a \$120M structural deficit in next fiscal year's budget, slower property tax growth, and anticipated state and federal budget deficits resulting in significantly reduced revenue for the County. The County is trying to balance each of these considerations, and the strong desire to negotiate a contract that does not create the need for future layoffs if the economic picture continues to worsen as many predict it will. (Please see Article 7.1.)
- Revisions to the timelines to correct paycheck shortage errors and when those timelines apply to more closely align with current practice, provide some relief to payroll staff so they may prioritize more urgent matters, and set realistic expectations for employees. (Please see Article 7.6 (b).)
- Revisions to overtime language to provide more flexibility to utilize paid overtime in lieu of compensatory time to help control overtime costs without reductions in services to the community, as well as utilize paid overtime in areas experiencing staffing shortages, for example, in County Communications where large compensatory time balances which provide for additional paid time off in lieu of additional compensation exacerbate coverage issues that thereby negatively impact other staff. (Please see Article 8, Section 8.2.)
- Clarification to the application of meal reimbursements during certain overtime assignments and excluding reimbursements during overtime performed while teleworking. These proposed changes ensure employee reimbursements occur when an employee is limited in their ability to physically leave their assigned worksite to obtain a meal. (Please see Article 8.4.)
- Modifications to non-contiguous overtime to better align with industry standards, control costs without reducing services to the community or base wages and benefits to employees. (Please see Article 8.8.)
- Additional language that clarifies when Hazard Duty Pay is applicable. (Please see Article 8.16 (b).)
- References to Countywide employment programs are removed so those programs can be addressed through universal County policies. Employment programs such as the

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move to  
countywide  
policy -  
view at  
TW  
FMLA

Voluntary Reduced Work Hours are applicable Countywide and as such are more appropriately communicated and accessed through a policy document that is centrally located. This proposed change will also allow changes to be made through the Meet and Confer process if and when changes become necessary to address employee or County concerns or to comply with new rules or regulations that could affect the program, while ensuring employees will have access to the most up to date program information and will eliminate conflicting or out of date information. (Please see Articles 8.13 and 8.18.)

- Modifications to the disbursement of uniform and clothing allowances to ensure compliance with applicable federal and state regulations and to align the provisions of the SEIU MOA with the provisions in other County MOAs. (Please see Article 9.)
- The addition of Juneteenth as a County holiday. (Please see Article 10, Section 10.1.)
- References to federal and/or state laws and regulations, including those related to parental and medical leave, are proposed to be removed from the MOA so those employee rights and benefits can be addressed through universal County policies that are easily updated as employees' rights change under state and federal law. This will ensure less protective, inconsistent, or outdated MOA provisions do not create confusion or in any way limit employees' rights in these areas. Through County policies that can be updated quickly to reflect changes in law, all employees will have access to the most up-to-date information regarding their rights and benefits and will eliminate conflicting or out of date information in the MOA. (Please see Articles 12.7 and 13.1.)
- Modifications to the grievance process to clarify the definition of a grievance and aid the parties in reaching resolutions more quickly at the lowest level possible, as well as reduce confusion as to which process should be followed to address concerns or to resolve a dispute. (Please see Article 19.)
- Clarification to the definition of a "reorganization" and associated timelines for notifications to allow the County to be nimbler in making necessary organizational changes to improve operations and service delivery to our community. (Please see Article 21.)
- Revised language regarding strikes and lockouts to clarify the rights of both employees and the County, consistent with other County MOAs. (Please see Article 26.)
- Addition of a management rights section similar to those contained in current MOAs between SEIU and other public agencies.

Please note, this initial package proposal only addresses the Master Agreement, and certain areas of the Master Agreement as noted are still under assessment. The County's proposals for

Appendices B through M will be provided at those individual negotiation sessions. These include significant, mutually beneficial changes to facilitate more quickly filling vacancies, creating improved pathways to promotion for SEIU-represented staff, and other important changes that will benefit the community, employees, and the County organization.

We look forward to a productive and collaborative negotiation process with you and your team members during which we will discuss these and all other interests and issues raised by both parties.

Sincerely,



Matthew Cottrell  
Labor Relations Director

Enclosure: Initial Master Agreement Package Proposal

~~\*Changes to contribution rates may be required by state law for PEPRA members in each or all fiscal years of any successor MOA.~~

AGREEMENT

Between

COUNTY OF SANTA CLARA

And

LOCAL 521

(SANTA CLARA COUNTY CHAPTER)

affiliated with

SERVICE EMPLOYEES INTERNATIONAL UNION

TBD March 9, 2020 through June 25, 2023



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F.10 – VOLUNTARY REDUCED WORK HOURS .....	ERROR! BOOKMARK NOT DEFINED.
F.11 – HOLIDAYS .....	ERROR! BOOKMARK NOT DEFINED.
F.12 – SCHEDULED TIME OFF .....	ERROR! BOOKMARK NOT DEFINED.
F.13 – SICK LEAVE BANK ACCRUAL .....	ERROR! BOOKMARK NOT DEFINED.
F.14 – EDUCATIONAL LEAVE AND TUITION REIMBURSEMENT .....	ERROR! BOOKMARK NOT DEFINED.
F.15 – PROFESSIONAL DEVELOPMENT ALLOWANCE .....	ERROR! BOOKMARK NOT DEFINED.
F.16 – STATE MANDATED REGISTRATION MAINTENANCE .....	ERROR! BOOKMARK NOT DEFINED.

**APPENDIX G – SOCIAL SERVICES UNIT .....** ERROR! BOOKMARK NOT DEFINED.

G.1 – SALARIES .....	ERROR! BOOKMARK NOT DEFINED.
G.2 – MASTER SECTIONS THAT EXCLUDE SSU .....	ERROR! BOOKMARK NOT DEFINED.
G.3 – UNION SECURITY .....	ERROR! BOOKMARK NOT DEFINED.
G.4 – OFFICIAL REPRESENTATIVES AND STEWARDS .....	ERROR! BOOKMARK NOT DEFINED.
G.5 – LAYOFF .....	ERROR! BOOKMARK NOT DEFINED.
G.6 – PERSONNEL ACTIONS .....	ERROR! BOOKMARK NOT DEFINED.
G.7 – PAY PRACTICES .....	ERROR! BOOKMARK NOT DEFINED.
G.8 – HOURS OF WORK AND PREMIUM PAY .....	ERROR! BOOKMARK NOT DEFINED.
G.9 – WORKLOAD STANDARDS .....	ERROR! BOOKMARK NOT DEFINED.
G.10 – LEAVE PROVISIONS .....	ERROR! BOOKMARK NOT DEFINED.
G.11 – WORKERS IN UNCLASSIFIED POSITIONS .....	ERROR! BOOKMARK NOT DEFINED.
G.12 – GRIEVANCE PROCEDURES .....	ERROR! BOOKMARK NOT DEFINED.
G.13 – STRIKES AND LOCKOUTS .....	ERROR! BOOKMARK NOT DEFINED.

**APPENDIX H – PROBATION COUNSELOR SAFETY UNIT .....** ERROR! BOOKMARK NOT DEFINED.

1. SALARIES .....	ERROR! BOOKMARK NOT DEFINED.
2. PROBATIONARY PERIODS .....	ERROR! BOOKMARK NOT DEFINED.
3. SALARY ALIGNMENTS .....	ERROR! BOOKMARK NOT DEFINED.
4. SAFETY RETIREMENT .....	ERROR! BOOKMARK NOT DEFINED.
5. PROBATION ASSISTANT LEAD DIFFERENTIAL .....	ERROR! BOOKMARK NOT DEFINED.
6. EMPLOYEE CONTRIBUTION TOWARD RETIREE MEDICAL OBLIGATION UNFUNDED LIABILITY ..	ERROR! BOOKMARK NOT DEFINED.
7. WORKERS' COMPENSATION, PUBLIC SAFETY MEMBERS .....	ERROR! BOOKMARK NOT DEFINED.
8. EQUIPMENT .....	ERROR! BOOKMARK NOT DEFINED.
9. UNIFORMS .....	ERROR! BOOKMARK NOT DEFINED.

**APPENDIX I – SUPERVISORY UNIT .....** ERROR! BOOKMARK NOT DEFINED.

I.1 – SALARIES .....	ERROR! BOOKMARK NOT DEFINED.
I.2 – UNION SECURITY .....	ERROR! BOOKMARK NOT DEFINED.
I.3 – OFFICIAL REPRESENTATIVES AND STEWARDS .....	ERROR! BOOKMARK NOT DEFINED.
I.4 – LAYOFF .....	ERROR! BOOKMARK NOT DEFINED.
I.5 – PERSONNEL ACTIONS .....	ERROR! BOOKMARK NOT DEFINED.
I.6 – SUPERVISORY PRACTICES .....	ERROR! BOOKMARK NOT DEFINED.
I.7 – PREMIUM PAY .....	ERROR! BOOKMARK NOT DEFINED.
I.8 – PAY PRACTICES .....	ERROR! BOOKMARK NOT DEFINED.
I.9 – LEAVE PROVISIONS .....	ERROR! BOOKMARK NOT DEFINED.
I.10 – GRIEVANCE PROCEDURE .....	ERROR! BOOKMARK NOT DEFINED.
I.11 – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES .....	ERROR! BOOKMARK NOT DEFINED.

**APPENDIX J – EMPLOYEE ASSISTANCE PROGRAM .....** ERROR! BOOKMARK NOT DEFINED.

**APPENDIX K – CONTRACTING OUT ..... ERROR! BOOKMARK NOT DEFINED.**  
**APPENDIX L – EXTRA HELP AND INTERMITTENT WORKERS ..... ERROR! BOOKMARK NOT DEFINED.**  
**APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES ..... ERROR! BOOKMARK NOT DEFINED.**  
**APPENDIX N – STATE DISABILITY INSURANCE (SDI) ..... ERROR! BOOKMARK NOT DEFINED.**  
**UNDERSTANDING ON THE TOPICS THAT REQUIRE OFFICE OF LABOR RELATIONS AND INSTITUTIONAL UNION  
PARTICIPATION ..... ERROR! BOOKMARK NOT DEFINED.**  
**JOB CLASSIFICATIONS FOR THE PURPOSES OF LAYOFFS ..... ERROR! BOOKMARK NOT DEFINED.**  
**NON-SWORN WORKERS IN INTERNAL AFFAIRS (IA) ADMINISTRATIVE INVESTIGATION .... ERROR! BOOKMARK NOT  
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**DOCUMENTS SENT ELECTRONICALLY VIA E-MAIL ..... ERROR! BOOKMARK NOT DEFINED.**



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## PREAMBLE

This Memorandum of Agreement is entered into by the County of Santa Clara (hereinafter referred to as the County) and SEIU Local 521 (Santa Clara County Chapter), Service Employees International Union, (hereinafter referred to as the Union). This Memorandum of Agreement incorporates by this reference all appendices attached.

ARTICLE 1 – RECOGNITION

The County recognizes SEIU Local 521 (Santa Clara Chapter) as exclusive bargaining representative for all classified and unclassified workers in coded and uncoded classifications within the following bargaining units:

- Clerical
- Administrative, Professional and Technical
- Blue Collar
- Environmental Health Unit
- Public Health Nursing
- Probation Counselor Safety
- Social Services Unit
- Supervisory Unit

For the purpose of this Agreement, a worker shall be defined as a person employed in a coded classification in a bargaining unit covered by this Agreement, and also as a person employed in an uncoded classification in the Clerical; Administrative; Professional and Technical; Blue Collar; Environmental Health; Probation Counselor Safety; Public Health Nursing; Supervisory and Social Services Units.



## ARTICLE 2 – NO DISCRIMINATION

### Section 2.1 – Employment

Neither the County nor the Union shall unlawfully discriminate ~~(except as allowed by law)~~ against workers because of race, age, sex, color, disability, creed, national origin, religion, Union activity, affiliations, political opinions, or sexual orientation, gender identity, or gender expression.

### Section 2.2 – Union Affiliation

Neither the County, nor the Union, shall interfere with, intimidate, restrain, coerce or discriminate against any worker in his/her free choice to participate or join or refuse to participate or join the Union.

### Section 2.3 – ~~Affirmative Action~~ Diversity, Equity, and Inclusion

The County and the Union agree to cooperate to achieve equitable representation of women, minorities, and disabled at all occupational levels designated by Federal, State and County ~~Affirmative Action~~ goals and timetables as adopted by the Board of Supervisors.

### Section 2.4 – Americans with Disabilities Act

The parties agree to meet as needed to review compliance with the Americans with Disabilities Act.

## ARTICLE 3 – UNION SECURITY

### Section 3.1 – Relationship Affirmation

The Union recognizes its obligation to cooperate with the County to assure maximum service of the highest quality and efficiency to the residents of Santa Clara County, consonant with its obligations to the workers it represents. County and Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

### Section 3.2 – Union Deductions

#### a) Condition of Employment

All workers in the unit(s) who have authorized Union dues in effect on the effective date of this Agreement shall have such deduction continued and shall be made only upon signed authorization from the worker only after the Union certifies to the County a list of workers who have authorized such deduction(s).

As allowed by law, the County shall deduct from the worker's paychecks and transmit to the Union dues and amounts for any other service, program, or committee provided or sponsored by the Union. Within ninety (90) days from the ratification of the MOU, the County and SEIU will meet to discuss the process wherein membership forms are collected by the Union.

#### b) Forfeiture of Deduction

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of union dues required by this Article, no such deduction shall be made for the current pay period.

#### c) Financial Documentation

The Union shall within sixty (60) days after the end of each fiscal year provide the County with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5.

#### d) Reinstatement

Upon the reinstatement of any dues paying worker, or upon the recalling of any dues paying worker from layoff status, the County will resume dues deduction, at the rate specified by the Union, for such worker in accordance with Section 3.2(a) of this Article.

#### e) No Fault

The Union agrees to indemnify, defend, and hold the County harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Article.

#### f) Fair Representation

It is recognized that the Union, as the exclusive representative of all unit employees, is required to represent all unit employees fairly and equally without regard to Union membership or non-membership or their assertion of rights under this Memorandum of Understanding or law.

### Section 3.3 – Other Deductions

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

### Section 3.4 – Union Notices and Activities

#### a) **Bulletin Boards**

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

#### b) **Distribution**

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

#### c) **Visits by Worksite Organizers**

Union Worksite Organizers shall request permission from the appropriate management representative to visit County worksites at least twenty-four (24) hours prior to the requested visit date. The Union Worksite Organizers shall inform the management representative, as part of the request, of the time, location, and purpose of the visit.

The management representative shall have the right to deny access to the work location if they determine a visit at that date, time, and location will interfere with the operations of the department or facility. If the management representative denies access, they will offer an alternative date, time, and/or location for the visit.

In cases where management denies access to a critical patient care area and the issue which gives rise to the request for access is one of employee health or safety, then the department shall provide escorted access.

If the Union Worksite Organizer identifies a specific health and safety concern in their access request, and the request is one that management would otherwise deny, then the department shall provide escorted access at an appropriate date and time as determined by management.

Union Worksite Organizers shall give notice to the department head or his/her designated representative prior to entering departmental facilities to visit other than public areas. When a Union Worksite Organizer is approved, pursuant to the process described above, to visit a county worksite, the Union Worksite Organizer shall be allowed reasonable contact with workers on County facilities provided such contact does not interfere with the worker's work and occurs during the worker's rest period, meal period or outside the worker's working hours. Solicitation for membership or other internal worker organization business shall not

?

be conducted during work time. Prearrangement for routine contact may be made on an annual basis.

For this purpose, rest periods are not work time.

The Union agrees that these access rules apply to the Union's access to any County worksite, and waives any other access rights that may apply under the Meyers-Milias-Brown Act.

d) **Facilities**

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

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

The County shall supply the Union with a biweekly data processing run of names and addresses and classifications of work of all workers within the representation units. Such list shall be supplied without cost to the Union in an electronic format. Addresses shall not be supplied of those workers who request the County in writing to not provide such information. A copy of such request shall be forwarded to the Union.

f) **Notification of Union Coverage**

When a person is hired in any classification covered by a bargaining unit represented by the Union, the County shall notify that person that the Union is the recognized bargaining representative for the workers in said unit and present that person with a copy of the present Agreement and a membership form.

g) **Report of Transactions**

The County shall supply the Union a data processing run covering the following worker transactions as are currently available on the system: newly hired worker, reinstatement, re-employment, return from leave, return from military leave, miscellaneous, promotion, return to former class, voluntary demotion, disciplinary demotion, transfer, title change, suspension, temporary military leave, injury or illness leave, other leave, indefinite military leave, resignation, probationary release, provisional release, miscellaneous release, dismissal, retirement, death, layoff, provisional appointments.

**Section 3.5 – Union Label**

All books, reports, brochures, stationery, cards, badges and other documents produced by the County Printing Services Division shall carry the Local Union label in accordance with customary printing trades' practices.

**Section 3.6 – Printing of Agreement**

The parties agree to share equally the cost of printing bound copies of this Agreement. The parties shall receive an equal number of the copies of the printing run. The design

and format of the printed Agreement shall be jointly determined by the parties. It is agreed that the contract will be printed not more than ninety (90) calendar days after final ratification of agreement by both parties. The parties agree to have an electronic copy of the agreement available within sixty (60) calendar days after final ratification of agreement by both parties.

**Section 3.7 – New Worker Orientation** County is reviewing and may propose changes

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

The County shall provide designated Union representative(s) reasonable access to the new worker orientations for Union-represented full-time and part-time workers to provide information on the Union. Worker attendance at any presentations by the Union shall be voluntary. Each individual Department shall work with designated Union representatives to arrange New Worker Orientations.

The Union shall be allowed a Representative at new hire orientations for new workers or departmental orientations where they are held in place of County-wide orientations including orientations at Human Resources Service Centers, ESA, HHS, and SSA. This Representative may be a Steward, Chief Steward, or union designated representative who will notify his/her supervisor in advance. A Steward, Chief Steward, or union designated representative who attends new hire orientation will be provided release time. No overtime shall be incurred as a result of the make-up time.

Such The Representative shall be allowed thirty (30) minutes at the beginning of the orientation to make a presentation and answer questions of workers in classifications represented by their organization. County representatives shall not be present during the Union portion of the orientation. The Union may present packets to represented workers at orientation, such packets being subject to review by the County. The County or Department, where appropriate, will notify the Union ten (10) business days in advance of such orientation sessions and to the extent available, shall include a list of SEIU represented employees scheduled to attend. All new workers shall be scheduled and entitled to attend new hire orientation, or Department orientation where they are held in place of new hire orientation.

The number of stewards/leaders released for the orientation shall be based on the number of SEIU represented workers at each orientation as follows:

- |                    |                              |
|--------------------|------------------------------|
| 1-25 Workers       | - 1 Representative Released  |
| 26-50 Workers      | - 2 Representatives Released |
| 51-75 Workers      | - 3 Representatives Released |
| 76 or more Workers | - 4 Representatives Released |

**Section 3.8 – Third-Party Requests**

The County shall comply with the law, including Government Code section 6254.3 the California Public Records Act, in responding to third-party requests for information about the home addresses, home telephone numbers, personal cellular telephone numbers, birthdates, and personal email addresses of Union-represented workers. The County will provide the Union with notice of outside third-party requests for this information in a timely manner. Section 3.8 shall not be subject to the grievance procedure in this Memorandum of Agreement.

## ARTICLE 4 – OFFICIAL REPRESENTATIVES, STEWARDS AND NEGOTIATING COMMITTEE

### Section 4.1 – Official Representatives

#### a) **Meetings with Management**

The County agrees to provide release time for Union Representatives for attendance at mutually agreed Department/Agency meetings. Each Department/Agency shall notify the Union of the person(s) to be contacted for approval of release time in that Department/Agency. The Union agrees, insofar as possible, to notify Management at least 24 hours, excluding weekends and holidays, in advance of the request for release time and the names of the Union Representative(s) to be released. Management agrees to arrange for release time with the appropriate supervisor(s). Release time arrangements shall include a reasonable amount of travel time.

For purposes of County-wide meetings with Management, requests for release time shall be made through the Office of Labor Relations.

#### b) **Number for Release**

The parties agree that no more than three (3) Local 521 Official Representatives from a single representation unit shall be recognized for the purpose of release time at any single meeting, unless additional representatives are mutually agreed upon.

The Clerical and APT units each may have no more than four (4) Local 521 Official Representatives granted release time by the County to attend any single Board of Supervisors meeting. The Blue Collar, EHU, PCS, PHN, SSU, and Supervisory units each may have no more than three (3) Local 521 Official Representatives granted release time by the County to attend any single Board of Supervisors meeting.

#### c) **Release Time Log**

Release time shall be granted after consideration of operational and staffing needs. Official Representatives will log the time they leave their work assignments, where they can be reached, and the time they return on a form provided by the County.

#### d) **Bank of Hours**

Release time shall be granted to Local 521 Official Representatives up to a maximum of two thousand (2000) hours per fiscal year for attendance at meetings of the Board of Supervisors and the Personnel Board. The Official Representative shall notify his/her supervisor of his/her intention to be on release time as far in advance as reasonably possible, but not later than the end of normal business hours the day before such meeting, except in emergency situations. Insofar as possible, such release time shall be made through the Department of Labor Relations at least 24 hours in advance of the Board meeting.

### Section 4.2 – Stewards

#### a) **Notification of Stewards**

The Union agrees to notify the County of the names of their Stewards, Assistant Chiefs and Chief Stewards by Department/Agency and by location, not to exceed 521 in number for all bargaining units covered by this Agreement (Administrative, Professional and Technical; Blue Collar, Clerical, Environmental Health, Probation Counselor Safety; Public Health Nurses; Social Services and Supervisory Units).

The Union shall provide annual listings of workers identified as Assistant Chief Stewards, Chief Stewards, and Stewards, and in addition, Alternate Stewards and Safety Stewards at the beginning of each contract year to the Office of Labor Relations and updated as replacement stewards are elected. Alternate Stewards may be designated to serve in the absence of a Steward. Management will notify the Union of the appropriate Management representatives in each department to be contacted by the Steward in carrying out his/her duties as Steward.

b) **Grievance Related Release Time**

The County agrees to provide release time for:

1. A meeting with a worker at the worksite of either the Steward or the worker concerning a grievance or discipline appeal.
2. A meeting with Management.
3. A meeting where a worker is the subject of an investigational interview.
4. Grievance arbitrations/mediations where the steward is the official representative.

c) **Grievance Related Worker Release**

If a worker has a grievance and wishes to discuss it on County time with a designated Steward, she/he shall be allowed the opportunity within a reasonable amount of time to verify if her/his designated Steward is present and available to be seen. If the Steward is present and available, the worker shall complete a "release form in accordance with 4.1 c," and submit it to his/her immediate supervisor prior to leaving his/her workstation. Such release form shall contain the worker's name, class title, Steward's name, and work location of Steward, time left, and date. Upon return, the worker shall note the time returned on the form.

d) **Grievance Investigation**

A reasonable amount of time will be granted the worker and Steward to handle the initial investigation of the grievance. The parties agree that in handling grievances, the worker and Steward will use only the amount of time necessary to handle the grievance.

e) **Steward Release Time Log**

Stewards will log the time they leave their work assignments, where they can be reached, and the time they return on a form provided by the County.



f) **Meetings with Management**

The Union agrees, insofar as possible, that meetings with Management will be arranged in advance, with notification to the appropriate level of Management of the Steward and workers planning to attend. Management agrees to arrange for release time with the appropriate level of supervision.

g) **Other Authorized Release Time**

1. Any other authorized release time, such as meetings on a regular basis with the appointing authority or his/her designated representatives, shall be under separate agreement with the appropriate department.
2. No more than one time per quarter, the County shall release up to thirty-five (35) stewards for no more than 2 hours, inclusive of travel time, for meeting to further labor/management relationships. At least twenty (20) days in advance, the Union must provide to the Department of Labor Relations the agenda, date, time, and location of the meeting, and the names and departments of stewards to be released to attend this meeting.

**Section 4.3 – Chief Stewards**

- a) The Union may designate up to forty-five (45) Chief Stewards for Departments/Agencies/Divisions, etc.
- b) Chief Stewards shall be entitled to release time to replace Stewards when the Steward is not available, and shall comply with Section 4.2.
- c) Chief Stewards shall be entitled to release time to attend arbitration hearings, Personnel Board disciplinary hearings, investigatory meetings, and pre arbitration meetings (if not attended by the Steward).

**Section 4.4 – Negotiating Committee**

Not more than six (6) negotiators at one time shall participate in negotiations. The balance of the worker negotiators may be present but shall not participate in negotiations nor be seated at the negotiating table. Any person who disrupts or interferes in any way with the negotiations, verbally or otherwise, shall be excluded from the meeting room.

a) **Number of Union Worker Negotiators for Release**

For each of the following Units, the following is agreed:

1. For the Administrative, Professional, and Technical Unit there shall be seventeen (17) committee members. The County agrees to release seventeen (17) persons upon such request where required.
2. For the Blue Collar Unit there shall be seven (7) committee members each. The County agrees to release seven (7) persons upon such request where required.

3. For the Clerical Unit there shall be nine (9) committee members each. The County agrees to release nine (9) persons upon such request where required.
4. For the Public Health Nursing Unit there shall be three (3) committee members. The County agrees to release three (3) persons upon such request where required.
5. For the Environmental Health Unit there shall be three (3) committee members. The County agrees to release three (3) persons upon such request where required.
6. For the Probation Counselor Safety Unit there shall be two (2) committee members. The County agrees to release two (2) persons upon such request where required.
7. For the Social Services Unit there shall be seven (7) committee members. The County agrees to release seven (7) persons upon such request where required.
8. For the Supervisory Unit there shall be three (3) committee members. The County agrees to release three (3) upon such request where required.
9. The Chapter President and two (2) Vice Presidents.

b) **Compensatory Time**

Those negotiators who are on their own time during the meetings will not be granted compensatory time.

c) **Resource People**

Resource people for the unit negotiations shall be allowed on their own time, leave without pay, vacation, or compensatory time off to attend scheduled negotiation meetings for this unit to provide information to the committee on specific items on an as needed basis and as mutually agreed, prearranged and scheduled by the committees. The County shall facilitate arranging time off for resource people attending negotiations.

d) **New Units**

Should any new units be established for representation by Local 521, the parties will meet and confer regarding negotiation committee size.

## ARTICLE 5 – LAYOFF

### **Section 5.1 – Seniority Defined**

Except as otherwise provided in Sections 5.2, 5.7, 6.9 of this agreement and the side letter agreement regarding Psychiatric Social Workers and Marriage Family Therapists, CCS Therapists and Psychologist classifications, seniority is defined as date of hire within a coded classification with 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 classification, at the same or higher salary level, in which permanent status had formerly been held. Original continuous coded unclassified service shall be counted if permanent status was subsequently attained in a classified classification. 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 statutory family medical leave, statutory parental leave, worker's compensation leave, leave for Union business and statutory military leave.

### **Section 5.2 – Transfer of Prior Agency Service**

If a function of another agency is transferred to the County, the seniority of workers who transfer with the function shall be computed, based upon application of the definition of Section 5.1, to each worker's prior service with the other agency.

### **Section 5.3 – Changes to Classes**

The County and the Union agree that to the extent possible, workers should not lose their rights under this Article because classes have been revised, established, abolished or retitled.

### **Section 5.4 – Consideration of Layoff**

When the County determines that a layoff is imminent within the bargaining unit, it shall give the Union such advance notice as is reasonable under the circumstances. Such notice shall describe the general areas which may be affected and the circumstances requiring the layoff. Upon request, the Union shall be afforded the opportunity to meet with the County to discuss these matters and any proposed alternatives.

The County shall provide a listing of unclassified positions represented by the Union and shall meet to review the purpose of the position and the feasibility of filling the position with a laid off worker in the same classification.

### **Section 5.5 – Order of Layoff**

When one (1) or more workers performing in the same class in a County Department/Agency are to be laid off, the order of layoff in the affected Department/Agency shall be as follows:

- a) Provisional workers in inverse order of seniority.
- b) Probationary workers in inverse order of seniority.
- c) Permanent workers in inverse order of seniority.

### **Section 5.6 – Notice of Layoff**

Workers subject to the provisions of this Article shall be given at least twenty (20) working days written notice prior to the effective date of layoff. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives. The procedures of Section 5.7 shall be applied prior to the effective date of the layoff.

### **Section 5.7 – Reassignment in Lieu of Layoff**

#### **a) Vacant Code in County**

In the event of notice of layoff, any worker so affected will be allowed to transfer to a vacant position the County has determined to be filled in his/her current classification or any classification at the same or lower level in which permanent status had formerly been held. Workers will not be required to transfer to vacant positions formerly held if the level for such vacancy would be lower than the level of any classification to which a worker could exercise displacement rights.

The County shall provide a listing of appropriate vacancies and the affected worker(s) shall select a vacancy for which he/she qualifies under 5.7 (a). The worker(s), along with any workers remaining on re-employment list under Section 5.10 below, shall appear at a time and place designated by the County which shall be approximately ten days after the notice of layoff. The worker on a seniority basis shall be allowed ten minutes for the selection. If a currently employed worker does not appear or does not select a vacancy the County will make the designation; however, a worker shall be allowed to use a duly authorized proxy. Workers on the re-employment lists who do not bid in this process shall be considered to have declined one offer in their existing class.

All appropriate departmental bidding will be suspended during this process, or by mutual agreement, it may be accelerated to facilitate layoff placement for the laid off worker.

#### **b) Displacement**

In the event there are no vacancies as listed in (a) the worker shall have the right to be returned to the classification in the Department/Agency at the same or next lower level in which permanent status had formerly been held and the regular layoff procedure in that same or lower level shall apply.

### **Section 5.8 – Administrative Transfers**

#### **a) Administrative Transfer because of Layoff**

A worker who is to be administratively transferred because of the layoff of other workers shall at his/her option be allowed to select on a seniority basis an available transfer in the same classification within the department. The County shall provide a listing of the work locations and shifts available for selection. The worker(s) shall appear at a time and place designated by the County. The worker, on a seniority basis, shall be allowed ten (10) minutes for the selection. If the worker does not appear or does not select a vacancy, the County will make the designation;

however, a worker shall be allowed to use a duly authorized proxy.

b) **Administrative Transfer Related to the Deletion of Filled Positions That Do Not Result in Layoffs**

Upon request by Union, where there are adequate vacancies to absorb the deletion of filled positions within a classification, the County will notify workers in the unit affected by the deletion and allow for volunteers to transfer by seniority into such vacancies. If there are volunteers, the County will select volunteers to transfer in order of most seniority. If there are no volunteers, the least senior person(s) in the unit(s) will be transferred outside of the unit(s) and into positions so designated by the County.

The County reserves the right to retain bilingual personnel and the County will provide justification to demonstrate the operational need for the bilingual services.

Upon request, the County will meet and confer with SEIU on the definition of a unit. Should the County and SEIU fail to reach agreement, the County reserves the right to take necessary action by Management direction.

**Section 5.9 – Layoff**

a) **Layoff**

In the event that a worker is not reassigned in lieu of layoff as in Section 5.7, or placed in another County position as in Section 5.9(b), the worker shall be laid off. If a worker elects not to exercise the rights in Section 5.7(b), or does not accept placement under Section 5.9(b), he/she may be deemed to have been offered and to have declined such work.

b) **Inplacement**

If a worker has been issued a layoff notice pursuant to Section 5.6 and has no reassignment in lieu of layoff rights pursuant to Section 5.7(a) or (b), then that worker shall be considered for inplacement. Only those workers who have achieved permanent status within any classification in the County are eligible for inplacement.

Inplacement is an offer of transfer (within specific wage bands) or demotion to a worker with a layoff notice into a vacant position which the County intends to fill during the layoff notice period.

The following conditions apply to the inplacement process:

1. A worker must be qualified to transfer or demote. The Personnel Director shall determine qualifications.
  - a. Testing requirements will be the same as if the worker had been reclassified.

- b. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.
2. Transfer will be deemed a "lateral transfer" if movement from one class to another does not exceed an upward salary change of 15% (fifteen percent).
3. Normal transfer (ordinance code) rules apply. Workers placed into new classifications shall be placed on probationary status. If a worker has underlying permanent status the probationary period following the transfer shall be considered a subsequent probation. Consistent with this status, the worker on a subsequent probation with underlying permanent status, has Personnel Board appeal rights.
4. The worker may express a preference for certain occupational fields, assignments or departments. However, the worker has no right to claim any position nor is the County required to offer placement.
5. A position shall not be considered "vacant" for inplacement purposes if the position has been identified as claimable under Section 5.7(a), or (b) by another worker who has been issued a layoff notice under Section 5.6 or by worker on a re-employment list established pursuant to Section 5.10.
6. A worker who is placed under Section 5.9(b) or laid off under Section 5.9(a) shall have his/her name placed on all re-employment lists pursuant to Section 5.10 for the appropriate classification.
7. In determining placement offers, the Union and the County, on a case by case basis, may by mutual agreement include as part of the placement offer:
  - a. basic skill competency training and/or;
  - b. literacy training and/or;
  - c. other methods (other than transfer or demotion) of filling vacant positions that do not violate Merit System principles or County Ordinance Code provisions.
8. All inplacement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting, the Personnel Department may assist workers on the re-employment list in addition to those workers with layoff notices. Such workers shall be entitled to all provisions of this Agreement.

9. If a worker is not placed by the effective date of the layoff notice, he/she shall be laid off under the provisions of the layoff notice.

### **Section 5.10 – Re-employment List**

- a) The names of such probationary workers with underlying permanent status and permanent workers reassigned or laid off in accordance with Sections 5.5, 5.7(b), or 5.9 of this Article shall be entered upon a re-employment list in inverse order as specified under Section 5.5 except as otherwise provided by this Section. Upon certification of the re-employment list to the appointing authority, the person standing highest on a re-employment list for a particular classification when a vacancy exists in that classification in any department/agency shall be offered the appointment. Workers on re-employment lists shall retain the right to take promotional exams and/or receive promotional preference on exams. The re-employment lists shall take precedence over all other methods of appointment.

Upon request by either party and with mutual agreement, vacancies may be filled by internal departmental bidding to allow workers to select a certain position within their classification (including shift), and the remaining vacancy will be filled by the re-employment list.

- b) When required by the needs of the department and approved by the Director of Personnel, selective certification may be utilized to re-employ workers with any of the following: 1) bilingual, 2) steno skill, 3) Rehabilitation Counselors who possess certification in one or more of the core areas of Health Realization or 4) particular abilities, knowledge or traits that were required, and for which a selective certification or recruitment process was utilized, when the position was last filled.

The County will provide available records to the union, of the particular abilities, knowledge, or traits that were used in the selective certification or recruitment process at the time the position was last filled. The County will provide justification to demonstrate the operational need for those particular abilities, knowledge or traits to be used in the selective re-employment process.

- c) **Seniority Accrued for Ranking on Re-employment List:** If a less senior worker is recalled due to a selective certification in accordance with Section 5.10(b) and if in that process a worker with more seniority is bypassed, then the more senior worker who remains on the re-employment list shall continue to accrue seniority for the purposes of rank on the re-employment list when subsequent layoff cause the merging of re-employment lists. Workers bypassed shall remain on the re-employment list and continue to accrue seniority until re-employed in the same classification provided the worker has not declined 2 offers of re-employment in accordance with Section 5.12.
- d) While active on a re-employment list, workers are eligible to transfer to positions from the classification the worker was laid off from and that such positions are within the transfer band.

**Section 5.11 – Temporary Work for Laid Off Workers**

Interested workers who are placed upon the re-employment list due to layoff and who elect to be available for temporary work shall be given preference for such work for any classification for which they qualify. The election to be available for temporary work may be made at the time of layoff, or in writing at any time. Workers may decline to be available for temporary work or may decline such work itself without affecting any rights under this Article.

**Section 5.12 – Names Dropped from Re-employment List**

- a) No name shall be carried on a re-employment list for a period longer than three (3) years, and the names of persons re-employed in a permanent position within the same classification shall, upon such re-employment, be dropped from the list. Refusal to accept one of two offers of re-employment within the same classification shall cause the name of the person to be dropped from that re-employment list.
- b) Workers who were laid off from part-time positions shall be offered full-time employment, and workers laid off from full-time positions shall be offered part-time positions. However, a worker's refusal to accept such an offer with more or fewer hours than the position they left will not be counted as a refusal of an offer of employment in Section 5.12(a) above.

**Section 5.13 – Rights Restored**

Upon re-employment of a worker from a re-employment list, all rights acquired by a worker prior to his/her placement on such list shall be restored, including the restoration of sick leave, if any, in accordance with Section 12.2 (e).



## ARTICLE 6 – PERSONNEL ACTION

### Section 6.1 – Initial and Subsequent Probationary Periods

- a) Each new worker shall serve a probationary period of nineteen (19) complete pay periods unless otherwise indicated in the appendices when it shall be twenty-five (25) complete pay periods or 12 months as denoted. Workers who have attained permanent status in a classification and have been appointed to a new classification by appointment from an eligible list or by means of transfer shall serve a subsequent probationary period of 6 months, as outlined in County ordinance, Section A25-191, which shall be counted as thirteen (13) complete pay periods, unless otherwise noted in the appendices. An incomplete pay period served on initial or subsequent probationary appointment shall not be counted as complete pay periods. Upon successful completion of the probationary period, the worker shall be deemed a permanent worker in the classification for which they served the probationary period. A leave of absence without pay shall not be credited toward completion of the worker's probationary period. The parties agree that probationary workers in a classification covered by this Agreement shall have all rights in this Agreement, unless otherwise specified, including full and complete access to the grievance procedure set forth in this Agreement. Consistent with County Charter Section 704(e), probationary workers serving an initial probationary period may not appeal to the Personnel Board, suspensions, demotions, or dismissals. Consistent with 19.1 (b) (2) of this Agreement, probationary workers may not grieve probationary release.
- b) Classified probationary workers and unclassified workers who have not completed a period equal to the probationary period for a comparable classified position shall have the right to request and receive Department/Agency administrative review of disciplinary action taken during the applicable probationary period. Such review must be requested in writing within ten (10) working days of the disciplinary action or it is waived. The department/agency head, or his/her designated representative, shall hear and make a decision in writing which he/she shall issue within sixty (60) business days. The sixty (60) business day period shall not commence until all investigations, administrative proceedings, and litigation related to the worker's employment, as well as discussions between the County and Union about potential resolutions, have concluded. Failure by the County to comply with the sixty (60) business day period shall not result in or serve as a basis for the County being required to reinstate the worker.

Notice of disciplinary action must be served on the worker in person or by certified mail prior to the disciplinary action becoming effective. Notice shall be included in worker's personnel file and a copy sent to the Union and designated Chief Steward, and shall include:

1. Statement of the nature of the disciplinary action.
2. Effective date of the action.
3. Statement of the cause thereof.

4. Statement in ordinary and concise language of the act or omissions upon which the causes are based.
5. Statement advising the worker of the right to an administrative review of such action and the right to Union representation.

Such worker shall be given five (5) days' notice of discharge, or demotion, or five (5) days pay, except where circumstances require immediate action.

- c) A worker serving a new probation in the classified service, who transferred from the same classification in the unclassified service and had grievance rights pursuant to Section 6.7, shall retain those rights while serving in the new probation period in the classified service.
- d) A worker with underlying permanent status, who is serving a subsequent probationary period, and who is released during the probationary period, shall retain the right to appeal such release to the Personnel Board and the right to return to his/her former class in accordance with Section 6.10. Such worker shall receive a ten (10) working day notice of release except where circumstances require immediate action.

#### **Section 6.2 – Administrative Investigation**

##### **a) Employee's Rights During Administrative Investigation:**

Upon request, an employee has a right to have a representative present at an investigatory meeting with the employer where it is reasonably likely that disciplinary action against that worker may result.

A worker has the right to know the purpose of a meeting with a supervisor, manager, and/or investigator. If asked, the supervisor, manager, and/or investigator must reveal any intent to conduct an investigatory meeting that might lead to discipline of the worker asking, and give that worker sufficient time to secure representation for such meeting. The worker may not unreasonably postpone the meeting to schedule a particular representative but may have to accept the presence of the steward, or union worksite organizer or other representative who can be available within a reasonable period of time.

Regarding any investigatory meeting with a worker that may lead to discipline of that worker, the County shall permit a steward, worksite organizer, or representative to be present to assist during such meeting. The representative and worker may confer during breaks, which the investigator shall not unreasonably deny.

Requesting and securing representation is the responsibility of the worker. Supervisors, managers, and/or investigators shall not be involved in the selection of a steward, union worksite organizer or other representative.

b) **Employee Rights During Internal Affairs Investigations:**

1. Internal Affairs (IA) will include in its administrative admonishment to a non-peace officer employee who is the subject of the investigation the following, if applicable:
  - The interview will be recorded and the employee will have the right to bring his/her own recording device.
  - The employee will have access to the audio recording of his/her interview if any disciplinary action is contemplated or prior to any further questioning at a subsequent time.
2. When IA is directing the witness not to discuss the investigation directly or indirectly with any other person, the administrative admonishment will include the following:
  - After the witness has been interviewed and IA has concluded its interview of the witness, the witness may speak to the representative of the employee who is the subject of the investigation.

c) **Authority of Investigator**

In a County investigation, the County's supervisor, manager, and/or investigator has the authority to direct any worker to fully participate or cooperate in that investigation, including to provide complete and truthful responses to questions.

**Section 6.3 – Philosophy on Discipline**

The intent of progressive discipline is to be corrective in nature and allows for a worker to correct behavior. Ordinarily, the County will use progressive discipline in correcting the behavior of a worker. However, the circumstances of each case dictate the appropriate progressive disciplinary response, and the County reserves the right to skip one or all levels of progressive discipline in appropriate circumstances. The County and the Union agree that the level of discipline recommended for any instance of discipline should take into account the nature and seriousness of the offense as well as the employee's record.

Coaching, mentoring, verbal counseling or written counseling will identify the expectations of the worker, or identify the issue to be corrected, and give guidance on how to correct the issue and provide for a reasonable period for the worker to make the correction. Coaching and mentoring through the progressive discipline philosophy are not considered discipline nor are they grievable.

Job expectations and/or objectives will be provided to probationary workers. Work performance and behaviors will be evaluated during a worker's probationary period.

Philosophy on discipline shall be excluded from consideration under the grievance procedure outlined Section 19.1.

**Section 6.4 – Counseling and Unfavorable Reports**

a) **Counseling**

In the event that a worker's performance or conduct is unsatisfactory or needs improvement, informal verbal or written counseling shall be provided by the worker's lead or first-line supervisor. Counseling should normally be separate from on-going worksite dialogue and should address performance or conduct which, if not improved, may eventually result in further disciplinary action. Documentation of such counseling shall be given to the worker at the time of the counseling and will not be placed in the worker's personnel file. The County shall attempt to use counseling first, prior to any unfavorable reports being issued, when the situation warrants only a counseling. Counseling should normally take place between the worker and the lead or first-line supervisor only. Should the supervisor or lead be assisted during the counseling, the worker shall have the right to have his/her representative present.

No written counseling and or documentation of verbal counseling shall be used for discipline provided no related personnel action was taken within eighteen (18) months of date of issuance.

Personnel action constitutes any action taken under any one of the following Sections 6.1, 6.4, 6.5, 6.6, 6.7.

**b) Unfavorable Reports on Performance or Conduct**

If upon such counseling a worker's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor including specific suggestions for corrective action, when the situation allows. A copy shall be given to the worker and a copy filed in his/her personnel file. No unfavorable reports shall be placed in a worker's file unless such report is made within fifteen (15) working days of the County's knowledge of the occurrence or incident which is the subject of this report. The counting of the fifteen (15) working days shall begin at the conclusion of an investigation. Workers shall have the right to grieve the factual content and timeliness of such reports and/or attach a written response to the report for inclusion in their personnel file.

**Section 6.5 – Recommended Disciplinary Action - Permanent Classified**

The County may take disciplinary action for cause against any permanent classified worker by suspension, demotion or discharge by notifying the worker in writing. Notice of recommended disciplinary action must be served on the worker in person or by certified mail. The notice shall not be included in the worker's personnel file. Copies shall be delivered to the Union and designated Chief Steward in person or by regular mail and shall include:

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.

- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement of the worker's right to respond, either orally at a meeting requested by the worker, or in writing. The opportunity to respond shall normally take place within seven (7) working days following the initial notice of intended action.
- f) In all cases of disciplinary action, the notice shall include a statement advising the worker of the right to appeal to the Personnel Board from such action and the right to Union representation.

**Section 6.6 – Notice of Final Disciplinary Action - Permanent Classified**

The County may take disciplinary action for cause against any permanent classified worker by suspension, demotion or discharge by notifying the worker in writing. Notice of final disciplinary action shall be served on the worker in person or by certified mail prior to the disciplinary action becoming effective. The notice shall be included in the worker's personnel file. Copies shall be delivered to the Union and the designated Chief Steward in person or by regular mail and shall include:

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement advising the worker of the right to appeal to the Personnel Board from such disciplinary action and the right to Union representation.

Workers serving a suspension of one full pay period or more shall have his/her suspension served over multiple pay periods to avoid the loss of health benefits.

**Section 6.7 – Disciplinary Action – Unclassified Workers**

Unclassified workers who have completed nineteen (19) complete pay periods or twenty-five (25) complete pay periods (the period being equal to the probationary period for a comparable classified position) may grieve disciplinary action on the grounds that such discipline was not for cause. Such grievance shall comply in all respects with Article 19 of this contract.

Notice of disciplinary action must be served on the worker in person or by certified mail prior to the disciplinary action becoming effective. Notice shall be included in worker's personnel file and a copy sent to the Union in person or by regular mail and designated Chief Steward, and shall include:

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement advising the worker of the right to appeal from such action and the right to Union representation.

Unclassified workers shall be given five (5) days' notice of discharge or demotion except, where circumstances require immediate action.

Workers serving a suspension of one full pay period or more shall have his/her suspension served over multiple pay periods to avoid the loss of health benefits.

#### **Section 6.8 – Return to Former Class**

As an alternative to appointment from any employment list, other than a re-employment list, any current regular worker, upon recommendation of the appointing authority and approval by the Director of Personnel, may be appointed without further examination to a position in any class in which regular status had formerly been acquired, or to any related class on a comparable level with the former class. In cases where this procedure is used by a person who has had a break in service of one (1) year or more from the former classification, the salary step in the new range shall be determined under the provisions of Article 7, Section 7.3.

#### **Section 6.9 – Unclassified Appointment**

No worker, while holding a position in the Unclassified Service, shall be assigned to or occupy any classified position covered by this Agreement except as provided for under County ordinance section A25-640. Nothing herein shall prevent workers from serving on Boards and Commissions in accordance with County policies and procedures.

#### **Section 6.10 – Rights Upon Promotion or Transfer to Classified or Unclassified Service**

Any permanent worker who receives a provisional or probationary promotion, or who is transferred or promoted to a position in the unclassified service shall retain all rights and benefits as a permanent worker of his/her former class while in such provisional, probationary, or unclassified status. These include the right to participate in promotional examinations and the right to return to his/her former class if released while in such status. All such service shall count toward seniority credits in the worker's former class in the event the layoff procedure is involved.

Any permanent worker who receives a provisional promotion, or who is transferred or promoted to a position in the unclassified service, the duration of which is known to be for less than six (6) months, shall be considered to be on leave from his/her permanent

position and departments are authorized to make substitute appointments to such vacated positions.

### **Section 6.11 – Performance Appraisal Program**

The program covers all workers represented by the Union, with the exception of extra help employees unless otherwise required by state or federal regulation or law. With the exception of clerical leads, leads may provide input to supervisors on performance appraisals. Leads will not write or issue performance appraisals on other workers but may be in attendance to observe the issuance and any discussion of the performance appraisal. If the worker objects to the Lead being present, the Lead shall not attend. Performance appraisals shall be conducted during a worker's initial probationary period.

It is agreed that the performance appraisals will not be used by the County, the worker or the Union in the disciplinary process or for the purpose of transfers or for the purpose of promotions.

### **Section 6.12 – Personnel Files**

The County shall maintain a personnel file for each worker. The department may also maintain a personnel file for each worker. Workers shall have the right to review both of their personnel files or authorize review by their representative. No adverse material will be inserted into the worker's personnel files without prior notice to the worker. Workers may cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of correspondence originating from other sources directly related to their job performance.

Notices of Recommended Disciplinary Actions including any attachments or disciplinary actions overturned on appeal shall not be retained in a worker's personnel file.

An unfavorable report shall be removed from the worker's personnel file at the end of two (2) years except unfavorable reports involving charges as listed in A25-301(a)(4) Brutality in the performance of duties and (b)(2) Guilty of immoral conduct or a criminal act and provided no additional discipline has been issued during the intervening period.

Materials relating to suspensions which become final will be removed after three (3) years if no other suspensions have occurred during the three (3) year period except those involving charges as listed in A25-301(a)(4) Brutality in the performance of duties and (b)(2) Guilty of immoral conduct or a criminal act.

Unfavorable reports or materials relating to suspensions may be removed from the worker's personnel file earlier than the regular removal schedule through a mutually agreed settlement.

### **Section 6.13 – Lateral Transfers**

When making a lateral transfer or demotion to another class, an application review by the Personnel Director shall be deemed an appropriate qualifying examination for workers in

instances where a qualifying examination is required. If otherwise qualified under this provision and the only prohibition to lateral transfer is the salary of the new class, it shall be deemed to be a lateral transfer if the move from one classification to another does not exceed ~~fifteen~~ ten percent (10%) upward range movement.

If a worker was moved to a lower classification due to his/her prior class being eliminated, abolished or a worker is laid off from his/her position and was placed on a re-employment list, the transfer band shall be calculated step to step, e.g., step one of the prior classification to step one of the new classification or step five of the prior classification to step five of the new classification. When determining the difference between classifications by using equivalent step to step, the actual step used to calculate the transfer band shall be the step that provides the worker the most benefit. Transfers under this provision may be made for a period of eight years from date of movement to the lower classification.

#### **Section 6.14 – Administrative Transfers County is reviewing and may propose changes**

Administrative transfers are based on the needs identified by the Department/Agency. Absent a departmental agreement, seniority (based on days of accrued service) shall be used when it is necessary to transfer a worker within the Department/Agency and between two geographical locations. For the purpose of this section, geographical locations is defined as two different street addresses. The transfer will be conducted as follows:

1. Volunteers who hold a position in the same classification. If there is more than one volunteer, they shall be selected in the order of most seniority (based on days of accrued service absent a departmental agreement).
2. If there are no volunteers, the least senior worker will be assigned. (Based on days of accrued service absent a departmental agreement).

Note: The County will notify the Union in a timely fashion of any planned Administrative Transfers. Upon Union request, the County will meet to determine the group of workers to be designated for the seniority purposes of this section.

3. Transfers necessary to comply with provisions of the Americans with Disabilities Act shall not be governed by this section.
4. Transfers necessary to comply with any other requirements of law as in transfers necessitated by civil rights complaints shall not be governed by this section. However should an investigation of a complaint to EOD or complaints of other civil rights violations not be sustained, a transferred worker will have the right to return to his/her former position and location.



5. This section shall not apply to transfers made pursuant to a reorganization, as defined under Article 21, as well as purely geographic moves.

#### **Section 6.15 – Minimum Qualification Application**

Minimum qualifications in job bulletins announcing examinations shall not exceed the minimum qualifications listed in the job specification. A worker shall have the right to take an examination for any County appointment if the worker meets the minimum qualifications/employment standards listed in the job specification, for that appointment, unless specified otherwise in this Agreement and/or in the Merit System Rules. Any worker whose application for examination has been disqualified shall be notified in writing. The notification shall include an explanation of why the worker does not meet the minimum qualifications that led to their disqualification. Any worker whose application for examination has been disqualified may make corrections/revisions within the timeframe specified in the notification prior to the examination.

## ARTICLE 7 – PAY PRACTICES

### Section 7.1 – Salaries and Payments

Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), but no earlier than June 26, 2023, Pay Period 23/14, all salaries shall be increased by three percent (3.0%) and shall be listed in the appendices attached hereto and made a part hereof.

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

Effective June 124, 20214, Pay Period 214/134, all salaries shall be increased by three percent (3%) and shall be listed in the appendices attached hereto and made a part hereof.

Effective June 123, 20225, Pay Period 225/134, all salaries shall be increased by three percent (3%) and shall be listed in the appendices attached hereto and made a part hereof.

The parties agree that the rates of pay established by this Agreement are commensurate with those prevailing throughout the County for comparable work as required by the Charter of the County of Santa Clara.

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

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

### Section 7.2 – Basic Pay Plan

The salary schedule consists of classifications and the assigned salary ranges as provided in the appendices. Each worker shall be paid within the range for his/her class according to the following provisions, unless otherwise provided in the appendices.

- a) **Step One**  
The first step in each range is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or a person of unusual qualifications is engaged, the County Executive, may approve the appointment at the second, third, fourth, or fifth step. If a worker is hired under the difficult-to-secure-qualified-personnel clause, the County will move those workers within that same class to the same salary step as that being received by the new workers. The Union will receive a monthly listing by class and department of positions hired above the first salary step.
- b) **Step Two**  
The second step shall be paid after the accumulation of six (6) months of competent service at the first step.
- c) **Step Three**  
The third step shall be paid after the accumulation of twelve (12) months of competent service at the second step.
- d) **Step Four**  
The fourth step shall be paid after the accumulation of twelve (12) months of competent service at the third step.
- e) **Step Five**  
The fifth step shall be paid after the accumulation of twelve (12) months of competent service at the fourth step.
- f) **Time for Salary Adjustments**  
Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.

### **Section 7.3 – Effect of Promotion, Demotion or Transfer on Salaries**

- a) **Promotion**  
Upon promotion, a worker's salary shall be adjusted as follows:
  - 1. For a promotion of less than ten percent (10%), the salary shall be adjusted to the step in the new range which provides for a corresponding percentage in increase salary.
  - 2. For a promotion of ten percent (10%) or more, the salary shall be adjusted to the step in the new range which provides for ten percent (10%) increase in salary, or to the first step in the new range, whichever is greater.
- b) **Demotion**  
Notwithstanding the provisions of Section 7.2, upon demotion of a worker with permanent status in his/her current class, his/her salary shall be adjusted to the highest step in the new class not exceeding the salary received in the former class.

- c) **Transfer**  
Upon transfer to a classification in the same pay range, the salary shall remain unchanged.
- d) **No Loss of Time-In-Step**  
Notwithstanding the provisions of Section 7.2, no salary adjustment upon promotion, demotion, or transfer shall effect a loss of time acquired in the former salary step, and such time as was acquired in the former salary step shall be included in computing the accumulation of the required months of service for eligibility of the worker for further salary increases.
- e) **Seniority Rights**  
Parental and industrial injury leaves of more than thirteen (13) pay periods; leaves of absence of more than two (2) pay periods; and suspensions shall not be counted as time spent in a salary step in computing eligibility of the worker for further salary increases.
- f) **Voluntary Demotion**  
In the event of a voluntary demotion required by a work-connected illness or injury and a resulting disability, the salary of the worker shall be placed at the step in the salary range which corresponds most closely to the salary received by the worker as of the time of injury. In the event that such voluntary demotion would result in a salary loss of more than ten percent (10%), the worker's new salary shall be set at the rate closest to, but not less than ten percent (10%) below his/her salary as of the time of injury.

#### **Section 7.4 – Part-Time Work**

- a) **Salary Ranges**  
The salary ranges provided in the attached appendices are for full-time service in full-time positions, and are expressed in dollars per the number of working days in a biweekly pay period. If any position is established on any other time basis, the compensation for such position shall be adjusted proportionately.
- b) **Benefits**  
Workers filling part-time positions of half-time or more shall receive all other benefits of this Agreement except as listed below:
  1. Those workers who elect to be covered by either the County's insurance package (medical, dental, vision and life) or medical coverage only shall authorize a payroll deduction for the appropriate prorated cost.
  2. Workers may withdraw from the insurance package (medical, dental, vision and life) or medical coverage only **at any time when they have a qualifying event.** Workers may enroll in the County's insurance package or medical coverage only upon entering part-time, upon changing from any increment

of part-time to any other increment of part-time or to full-time, or once per year during the County-wide insurance window.

3. Any worker who becomes a part-time worker as a result of layoff from a full-time position will continue to receive full-time benefits until such time as he/she is offered a full-time position in his/her current classification or higher.
4. Any worker in a part-time status who pays for the insurance package (medical, dental, vision and life) or medical coverage only shall have his/her pay adjusted for the additional pro-rated premiums consistent with any hours worked above their coded status the previous month.

c) **Split Codes**

The County shall provide a minimum of two hundred (200) full-time codes to be filled on a half-time basis at any one time. The County shall provide an additional eleven (11) full-time codes to be filled on a half-time basis at any one time for Social Services Unit. The location and choice of these codes will be determined on a departmental basis. Requests for split codes shall not unreasonably be denied. Reasonable denial shall include, but not be limited to, demonstration that the work is not divisible, demonstration that qualified partners, if needed, are not available, or that the two hundred (200) available codes are filled. Workers shall make a written request for a split code to their immediate supervisor. If the request is denied, it shall be reviewed by their department head and they shall receive a written response. If the worker is not satisfied with the decision of the department head, the worker, through the Union, may proceed in the manner listed in Article 8.3 of this Agreement.

d) **Variations of Part-Time Work**

The County may establish positions at 1/2, 3/5 and 3/4 positions. In addition the County may establish positions in configurations that are less than full time but at least one half-time at the Santa Clara Valley Health and Hospital System, except for Public Health Nursing.

**Filling Part-Time Codes** County is reviewing and may propose changes

e)

Within each department workers working fewer hours shall be offered any established or vacated higher hours level coded positions before new workers are hired into them. In addition, within the Santa Clara Valley Health and Hospital System, workers in less than full-time positions shall be offered established or vacated full-time positions before new workers are hired into them. In order to be offered the full-time position, the worker must advise the appointing authority in writing annually.

f) **Extra Hours of Work**

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

The extra hours will be subject to the following:

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

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

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

#### **a) Pay**

When a worker is temporarily assigned Work Out of Classification to cover vacant regular codes or absences of other workers, such worker will receive pay consistent with the promotional pay procedure as set forth in Article 7.3 commencing on the first (1st) such working day.

#### **b) Application to Holiday and Sick Leave**

A worker temporarily assigned work out of classification shall receive the pay for:

1. Holidays when the worker is assigned work out of classification the day prior to and following the holiday.
2. Sick leave absences when the worker is assigned work out of classification and while absent is not relieved by the incumbent or by another worker assigned work out of classification in the same position.

#### **c) Vacant Regular Codes**

Work out of classification may be assigned to cover vacant regular codes after ordinance code provisions for filling such vacancies have been followed and with approval of the Deputy County Executive.

### **Section 7.6 – Paychecks**

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

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

b) **Shortage Errors**

Cash advance by the Finance Department to cover shortage errors in worker's paycheck, shall be provided to workers within ~~two (2)~~ five (5) working days after written notification of discrepancy to Finance. This provision is to cover only those discrepancies above a net ~~one~~ five hundred dollars (\$~~1500.00~~). This provision only covers regular hours worked or use of paid leave that was not paid; it does not apply to other payroll adjustments.

c) **Overpayment Errors**

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

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

**Section 7.7 – Automatic Check Deposit**

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

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

### Section 8.1 – Hours of Work

Eight (8) hours' work shall constitute a full day's work and forty (40) hours work shall constitute a full week's work unless otherwise provided by law, code or other agreement. Workers assigned to an eight (8) hour shift which is shortened to seven (7) hours due to daylight savings time shall be paid for eight (8) hours.

### Section 8.2 – Overtime Work

a) **Overtime Defined - Workers Covered by the Fair Labor Standards Act (FLSA) County is reviewing and may propose changes**

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

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

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

b) **Overtime Defined -Workers Exempt from the FLSA County is reviewing and may propose changes**

For hospital workers, overtime is defined as time worked beyond eighty (80) hours in a biweekly pay period, or beyond eight (8) hours in any workday except as mutually agreed upon between the County and the Union. For all other workers, overtime is defined as time worked beyond forty (40) hours in any workweek or



beyond eight (8) or ten (10) hours in any workday (depending on the number of hours in the duty shift to which the worker is assigned). Time for which pay is received but not worked such as vacation, sick leave, and authorized compensatory time off, will be counted towards the base period. Workers shall not be assigned irregular work hours to avoid the payment of overtime. The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

c) **Rate of Pay -Workers covered by the Fair Labor Standards Act (FLSA)**

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

(~)

FLSA compensatory time off accruals/balance shall be limited to a maximum of two hundred and forty (240) hours or four hundred and eighty (480) hours for Communication Dispatcher I, II, III and Complaint Center Dispatcher.

All compensatory time off must be taken within twelve (12) months of the date the overtime was worked. Any balance remaining after twelve (12) months shall be paid in cash at the regular rate. Compensatory time balances shall be paid in cash on separation. A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation for overtime where compensatory time off is allowed, if the appointing authority agrees.

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

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

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

immediately before the end of the pay period in which the compensatory time would be lost. Compensatory time balances shall be paid in cash on separation. A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation for overtime where compensatory time off is allowed, if the appointing authority agrees.

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

### **Section 8.3 – Work Schedules**

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

It is recognized that unless otherwise established by agreement or practice, the regular County business hours are 8:00 a.m. to 5:00 p.m. and adequate coverage shall be maintained to assure the highest quality of service. Alternate work schedules based on eight (8) hour shifts with either one-half (1/2) hour or one (1) hour lunch periods may be established with starting and quitting times between 6:00 a.m. and 9:00 p.m.

#### **b) Alternate Hours Schedules**

It is understood that workers have the right to meet and confer at the department level on alternate hours. The parties agree that shift selection based on seniority, merit and ability being adequate, may be an appropriate method for determining shift assignments; however, the department may establish other criteria based on operational considerations.

Matters subject to alternate hours schedule negotiations under this Agreement to proceed as follows:

#### **1. Negotiations**

The Union or the department shall make prompt request to meet and confer, specifying the matter to be negotiated. The other party shall respond promptly, and they shall commence meeting and conferring at the earliest mutually agreeable date and attempt to reach agreement. Thereafter, either party may declare impasse in such negotiations.

#### **2. Impasse**

If impasse is declared, the Union and the County shall commence mediation-arbitration which shall not exceed thirty (30) calendar days. The

results of mediation-arbitration are advisory to Board of Supervisors. Costs of mediation-arbitration are to be split equally between the County and the Union.

3. **Board of Supervisors**

Recommendations reached in mediation-arbitration shall be moved to the level of the Board of Supervisors and shall be promptly agendized and referred to the Board of Supervisors for appropriate action.

**Section 8.4 – Meal Periods** County is reviewing and may make additional proposals

a) **Length**

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

b) **Overtime Meals**

If a worker is assigned and works two (2) or more hours of overtime work at the worker's County worksite (excludes telework worksites) contiguous to his/her regular work shift or is called into the worker's County worksite (excludes telework worksites) within three (3) hours of his/her their scheduled quitting time and then works two (2) or more hours of overtime work, the County will pay a meal reimbursement of up to fourteen (\$14.00) dollars. Workers shall be provided an additional reimbursement as above for every seven (7) hour period of overtime completed thereafter. If a worker is called into the worker's County worksite (excludes telework worksites) after three (3) hours of his/her scheduled quitting time and if less than two (2) hours prior notice is given and the worker then works four (4) or more hours of overtime, then the County will pay a meal reimbursement of up to fourteen (\$14.00) dollars.

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

The assigned overtime must be consecutive hours either before or after the workers' normal work hours and cannot be split.

Workers must provide a receipt for reimbursement up to the maximum amount.

c) **County Facilities**

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

d) **Meal Rates**

In each County dining facility where meals are served to workers at the worker's expense, the department head in charge of the operation of that facility shall prescribe the rates to be charged. The rates so prescribed shall, as a minimum, be sufficient to defray the costs of the food served.

### **Section 8.5 – Rest Periods**

All workers shall be granted and take a rest period of fifteen (15) minutes during each half shift of four (4) hours of work. Rest periods shall be considered as time worked for pay purposes. If a rest break is not taken, the worker is not entitled to an earlier quitting time.

### **Section 8.6 – Clean-up Time**

All workers whose work causes their person or clothing to become soiled shall be provided with reasonable time and adequate facilities for washup purposes at shift end.

### **Section 8.7 – On-Call Pay**

#### **a) Definition**

On-call is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority, subject to approval by the County Executive. On-call duty is in addition to and distinct from the normal workweek. This Section is not applicable to those situations where workers are recalled to work when not previously placed on an on-call status.

#### **b) Classifications Eligible**

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

#### **c) Rates of Pay**

Workers assigned to on-call duty shall receive, in addition to their regular salary, thirty eight dollars (\$38) for each eight (8) hour shift, or substantial portion thereof, of assigned call duty, except for the following classifications which shall receive one-half of their regular base rate of pay for each hour of assigned call duty within the same 24 hour-period when assigned to the Santa Clara Valley Health and Hospital System.

R78 Anesthesia Technician

R88 Diagnostic Imaging Technician II

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

**R2E Magnetic Resonance Imaging Technologist**

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

- R6C ~~Magnetic Resonance Imaging Technologist-Angio~~ Magnetic Resonance Imaging (MRI) Technologist - Computed Tomography
- S23 Surgical Technician
- R27 Pharmacist
- P40 Pharmacist Specialist
- J1S Epic Pharmacy Informaticist
- R15 Respiratory Care Practitioner I
- R1S Respiratory Care Practitioner II
- R54 Respiratory Therapy ~~Inservice Coordinator~~ Services Specialist
- S30 Ultrasonographer I
- S29 Ultrasonographer II

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

d) **Notification to Union**

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

e) **Beepers**

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

**Section 8.8 – Non-Contiguous Overtime Guarantee**

If overtime work does not immediately follow or precede the regular work shift and the worker is required to leave home and return to a recognized a County work location, a minimum of ~~four~~ two (42) hours overtime shall be credited to the worker. Workers in the following classes are not eligible for the four two (42) hour minimum if the worker has been called in from assigned on-call duty under 8.7(c):

- R78 Anesthesia Technician
- R88 Diagnostic Imaging Technician II
- S85 Licensed Vocational Nurse, when acting in lieu of S23 Operating Room Surgical Technician

S23 Surgical Technician

R27 Pharmacist

P40 Pharmacist Specialist

R15 Respiratory Care Practitioner

R54 Respiratory Therapy ~~Inservice Coordinator~~ Services Specialist

S30 Ultrasonographer I

S29 Ultrasonographer II

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

The payment of the guaranteed ~~four~~ two (4) ~~(2)~~ hour minimum is subject to all the provisions of Article 8, Section 8.2, Overtime Work.

A worker who is required to return to a recognized County work location is credited with a guaranteed ~~four~~ two (42) hour minimum under this section for each occurrence of non-contiguous overtime during a scheduled shift, except that a worker shall not be credited with an additional ~~four~~ two (42) hour guaranteed minimum until the original ~~four~~ two (42) hours has elapsed.

A worker who is required to return to a recognized County work location and receives the two (2) hour minimum may be required to perform work for the entire two-hour period, including additional work that is not the original work that the worker was required to return and perform. NB

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

### **Section 8.9 – Evening/Night Shift Differential**

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

An evening shift differential of three dollars and sixty-four cents (\$3.0064) per hour shall be paid to workers for each hour worked after 2:00 p.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 5:00 p.m. Effective June 15, 2020 Pay Period 20/14, the evening shift

differential will be increased to three dollars and fourteen cents (\$3.14). Effective June 14, 2021, Pay Period 21/13, the evening shift differential will be increased to three dollars and thirty nine cents (\$3.39). Effective June 13, 2022, Pay Period 22/13, the evening shift differential will be increased to three dollars and sixty four cents (\$3.64).

b) **Night Shift Differential**

A night shift differential of four dollars ~~and sixty-four cents~~ (\$4.00~~64~~) per hour shall be paid to workers for each hour worked after 11:00 p.m. and prior to 7:30 a.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 11:00 p.m. and before 7:30 a.m. ~~Effective June 15, 2020, Pay Period 20/14, the night shift differential will be increased to four dollars and fourteen cents (\$4.14). Effective June 14, 2021, Pay Period 21/13, night shift differential will be increased to four dollars and thirty nine cents (\$4.39). Effective June 13, 2022, Pay Period 22/13, the night shift differential will be increased to four dollars and sixty four cents (\$4.64).~~

c) **Regularly Scheduled Shifts**

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

d) **Overtime Shifts**

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

e) **Part-time Workers**

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

f) **Eligible Classifications**

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

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

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

## Section 8.10 – Split Shift Pay

A worker who is performing services upon a split shift shall be paid an additional twelve dollars and fifty cents (\$12.50) per day. "Split Shift" is defined as eight (8) hours of work which are not completed within any nine (9) consecutive hours in a workday.

### **Section 8.11 – Temporary Work Location**

When a worker is assigned to work at a location different from his/her regularly assigned work location, the County will either supply transportation for such travel or shall pay mileage based on Article 16.2 of this Agreement.

### **Section 8.12 – Bilingual Pay**

On recommendation of the appointing authority and the Director of Personnel, the County may approve payments of one hundred seventy dollars (\$170) per month to a bilingual worker whose abilities have been determined by the Director of Personnel as qualifying to fill positions requiring bilingual speaking and/or writing ability. Bilingual payments will be when:

- a) Public contact requires continual eliciting and explaining information in a language other than English; or in sign language (ASL or SEE); or
- b) Where translation of written material in another language is a continuous assignment; or
- c) The position is the only one in the work location where there is a demonstrated need for language translation in providing services to the public.

The County shall review positions covered by this Agreement not less than annually to determine the number and location of positions to be designated as requiring bilingual abilities.

Differential may be removed when the criteria ceases to be met for two (2) pay periods.

### **Section 8.13 – Voluntary Reduced Work Hours Program**

- a) The County agrees to establish a Voluntary Reduced Work Hours Program, is available to full-time workers represented by the Union. The purpose of the Program is to reduce work hours and a commensurate amount of pay on a voluntary basis.
- b) Workers may elect a two and one-half percent (2 1/2%), five percent (5%), ten percent (10%), or twenty percent (20%) reduction in pay for a commensurate amount of time off for a six (6) month period. Admission to the plan will be at six (6) month intervals – pay period 5 and pay period 18. The parties shall meet and agree upon the beginning date for the Program.
- c) All persons in the Program will revert to their former status at the end of six (6) months. If a worker transfers, promotes, demotes, terminates, or in any other way

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vacates or reduces his/her present code, he/she will be removed from the Program for the balance of the six (6) month period.

- d) Workers who wish to voluntarily reduce their work hours may submit a written request to their immediate supervisor within the designated window period. Supervisors must issue a written response to the worker within five (5) working days. If the request is being denied, the specific reason for denial will be included in the response. Copies of this shall be delivered by mail to the Union and the designated Chief Steward.
- e) If the worker is not satisfied with the decision, he/she may, within five (5) working days after receipt of the supervisor's response, submit a written request to the Department Director for a meeting to make a verbal appeal.
- f) It is agreed that the Department Director or his/her direct report or another member of Executive Management, will arrange a meeting with the worker within five (5) days after the receipt of such a request. The worker may have a Steward assist him/her in the meeting. Every effort will be made to accommodate the worker, steward and manager when scheduling the meeting. Timelines can be extended by mutual agreement to accommodate absences. The Department Director shall send a final decision in writing to the worker within five (5) working days of such a meeting. Copies of this decision shall be delivered by mail to the Union and the designated Chief Steward.
- g) Compensatory time shall accrue as earned and shall not be scheduled on any day considered as a County holiday. Workers may use the reduced hours time in advance of accrual and will reimburse the County for hours taken in advance of accrual upon early termination from the Program.
- h) Participation in this Program shall be by mutual agreement between the worker and the department/agency head. At no time will approval be given if it results in overtime. Restrictions by Department/Agencies within work units shall be uniformly applied.
- i) It is understood by the County that due to this Program there may be lower levels of service.
- j) All workers will be notified in writing regarding the Program specifics and the sign-up options. Such written notice to be mutually agreed upon by the parties.
- k) Full and timely disclosure of actual sign ups and any analysis developed will be made available to both the County and the Union.
- l) This agreement governs as to the Voluntary Reduced Work Hours Program, but will in no way alter the meaning of the Union and County agreements currently in effect. This will include any departmental, master, unit, sideletter agreements, etc.

m) It is agreed that the workload standards referred to in the Social Services Unit will be reduced for each worker, proportionate to each worker's reduction in hours. (This section is only applicable to SSU.)

#### **Section 8.14 – Request for Alternate Hours Schedule**

During the month of November, the Union may request an informal meeting with the Office of Labor Relations regarding requests for varying work hour schedules such as 4-10 or 9-80 which would be beneficial to the community or the program, as well as to the worker, and would be cost effective for the County. At such meeting, the parties shall exchange information and shift schedules. To the extent possible, they will jointly analyze the feasibility of the request. A response shall be given by the Office of Labor Relations as to the decision on whether to propose such a schedule within sixty (60) days of the Union's proposal on the schedule. If the Office of Labor Relations and Agencies/Departments propose to change hours practices pursuant to such guidelines, they shall proceed to meet and confer in accordance with Section 8.3 b) of this Article.

#### **Section 8.15 – Departmental Agreements County is reviewing and may propose changes**

All agreements between departments and the Union covering hours, job assignments, shifts, shift assignments, overtime, seniority, and holiday and vacation scheduling currently in effect or entered into during this Agreement shall remain in effect pursuant to their terms. Work assignments by seniority and provisional appointments by seniority are proper subjects for inclusion in a Departmental Agreement. New or existing agreements may be opened or reopened by mutual agreement of any year. During odd years, only new agreements may be opened. During even years, only existing agreements may be reopened.

Matters subject to departmental negotiations under this Agreement shall proceed as follows:

##### **a) Negotiations**

1. New agreements may be negotiated by mutual agreement with three (3) months to negotiate in an attempt to reach agreement, or then impasse may be declared by either party.
2. During November the Union or the Department/Agency may request to meet and confer as specifically listed in this Section. The other party shall respond promptly, and they shall promptly commence meeting and conferring in an attempt to reach agreement. Thereafter, either party may declare impasse in such negotiations.

##### **b) Impasse**

If impasse is declared, the Union and the department shall commence mediation-arbitration which shall not exceed thirty (30) calendar days. The results of

mediation-arbitration are advisory to Board of Supervisors. Costs of mediation-arbitration are to be split equally between the County and the Union.

c) **Board of Supervisors**

Decisions reached in mediation-arbitration shall be moved to the level of the Board of Supervisors and shall be promptly agendized and referred to the Board of Supervisors for appropriate action.

**Section 8.16 – Hazard Duty Pay**

a) **Coverage**

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

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

b) **Full Time Payment**

A premium of one dollar and ~~twenty five~~ **forty cents (\$1.4025)** per hour shall be paid to coded classifications while in paid status whose regular assignment for the County is in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holidays worked, or other wage variations. This hazard duty premium shall be included in the pay status time of the coded classifications described in this paragraph b). Workers must physically work within the locations outlined in Section 8.16 to receive the hazard duty pay. Telework, remote work, vacation, sick, compensatory time, holiday time off, and personal leave do not qualify for the pay.

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

c) **Part Time Payment**

A premium of one dollar and ~~twenty five~~ **forty cents (\$1.2540)** per hour shall be paid to coded classifications whose regular assignment is not in a work place described in a) for only the hours assigned and worked in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holiday work, or other wage variations.

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

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

d) **Classifications Assigned to Elmwood**

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

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

f) **Termination Payment**

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

g) **Safety Retirement Exclusion**

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

**Section 8.17 – Notary Public Differential**

A Notary Public differential of one hundred twenty dollars (\$120.00) per month will be paid to all workers when assigned and performs the function of notary public.

**Section 8.18 – Telework**

a) **Telework Program**

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

The County ~~shall~~ **may** maintain a teleworking program for workers in SEIU 521 represented classifications, **consistent with the County's Telework policy.** The County shall provide training for supervisors and workers who meet the criteria for participating in the program.

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

b) **Eligibility for telework**

~~Eligibility is based on many criteria, and many job classifications and associated job responsibilities may not be conducive to teleworking. The following requirements are presented to help the employee and supervisor determine if teleworking is feasible. Additionally, a change in job duties and assignments, such~~

as being assigned to work out of class, being assigned to a new project, or covering for coworkers who are out on vacation or leave, may affect eligibility. For this reason, it is the supervisor's responsibility to periodically assess the teleworking arrangement with the employee to address any change in eligibility.

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

Criteria for an employee to telework include:

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

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

- Telework Request and Approval Form is completed and approved

• Telework Agreement/Assignment Form is completed and approved

- c) Teleworking is a management option, not an entitlement. Any telework agreement may be revoked or modified by the Department at any time for any reason. This section is not subject to the grievance procedure.

ARTICLE 9 – UNIFORMS AND CLOTHING

Section 9.1 – Uniforms

a) Uniform Allowance

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

*Consist. to  
Reported  
as  
income*

- V57 Animal Control Officer
- V5H Senior Animal Control Officer
- G74 Custody Support Assistant
- V42 Estate Property Specialist
- M11 Fleet Maintenance Scheduler (Sherriff Office only)
- N96 Hospital Stationary Engineer
- D43 Law Enforcement Clerk (Sheriff's Office Records & Admin Booking DOC only)
- D63 Law Enforcement Records Specialist (Sheriff's Office Records & Admin Booking DOC only)
- D42 Law Enforcement Records Technician–(Sheriff's Office Records & Admin Booking DOC only)
- M38 Parking Lot Checker
- M35 Parking Patrol Coordinator
- F02 Property/Evidence Technician
- U98 Protective Services Officer
- XXX Sheriff Protective Services Officer**
- G73 Sheriff Technician (Sheriff's Office civil and court division)
- N95 Sr. Hospital Stationary Engineer
- N93 Stationary Engineer
- X81 Weed Abatement Inspector

2. Newly hired coded workers, not previously employed by the County, who are required to wear a uniform and in classifications listed in Section 9.1(a) within the Sheriff's Department and the Department of Correction, shall receive an initial eight hundred and fifty (\$850) dollar uniform allowance. Those workers who receive the initial eight hundred and fifty (\$850) dollar allowance will not receive the five hundred fifty (\$550) dollar **March**

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

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

b) **County Issued Uniforms**

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

c) **New Uniform Requirements**

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

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

d) **Clothing Allowance**

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



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

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

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

### **Section 9.2 – Repair/Replace Claims**

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

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

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

### **Section 9.3 – Safety Shoes**

a) **Reimbursement**

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

b) **Eligible Classifications**

Airport Operations Worker Series  
Animal Control Officer Series  
Associate Telecommunications Technician  
Auto Attendant & Helpers  
Auto Mechanic Series  
Bindery Worker I (Delivery position only)  
Chief of Party  
Communications Cable Installer  
Communication Systems Technician  
Construction Inspector Series  
Cook I/II  
Custody Support Assistant  
Election Materials Processing Coordinator/Asst  
Election Systems Technician I/II  
Electrical/Electronic Technician Series  
Electronic Repair Technician Series  
Engineering Aide I/II  
Engineering Technician I/II/III  
Environmental Technician  
Estate Property Specialist  
Facility Maintenance Rep  
Field Survey Technician Series  
Fleet Maintenance Scheduler (Sherriff Office Only)  
Fleet Services Assistant Mechanic  
Fleet Services Mechanic  
Food Service Worker I/II  
Food Service Worker/Correction  
Gardener  
General Maintenance Mechanic Series  
Janitors assigned to Facilities and Fleet  
Law Enforcement Clerk (Sheriff's Office and Admin. Booking – Records Div. only)  
Law Enforcement Records Specialist (Sheriff's Office and Admin. Booking – Records Div. only)  
Law Enforcement Records Technician (Sheriff's Office and Admin. Booking – Records Div. only)  
Laundry Worker I/II  
Material Testing Technician Series  
Messenger Drivers  
Offset Press Operator III

Park Equipment Operator  
Park Maintenance Worker Series  
Parks Rangemaster Series  
Park Services Attendant  
Park Trail Specialist  
Parking Lot Checker  
Parking Patrol Coordinator  
Probation Assistant I/II  
Probation Counselors I/II  
Property/Evidence Technician  
Protective Services Officer  
Rangemaster Series  
Road Maintenance Worker Series  
Senior Warehouse Material Handler  
Sheriff Protective Services Officer  
Sheriff's Technician (Sheriff's Office Civil and Court divisions)  
Sign Shop Technician  
Stationary Engineer/Senior Stationary Engineer  
Stock Clerk SeriesMaterial Supply Specialist  
Storekeeper Series  
Telecommunications Technician  
Traffic Painter Series  
Utility Worker  
Vector Control Technician I/II/III  
Vector Control Ecology Ed Specialist  
Warehouse Material Handler Series  
Weed Abatement Inspector

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

All workers in the classifications listed in 9.3(b) shall be required to wear appropriate safety footwear, as authorized and approved by the County Executive, during all working hours unless the worker is occupying a position exempted from the mandatory requirement.

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

d) **Safety Committee**

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

e) **Reimbursement Process**

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

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

f) **Individual Workers**

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

## ARTICLE 10 – HOLIDAYS

### Section 10.1 – Legal Holidays

The following shall be observed as legal holidays:

- a) January 1<sup>st</sup>
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February
- d) March 31<sup>st</sup> (Cesar Chavez' Birthday)
- e) Last Monday in May
- f) Juneteenth, June 19<sup>th</sup>
- g) July 4<sup>th</sup>
- h) First Monday in September
- i) Second Monday in October
- j) Veteran's Day to be observed on the date State of California workers observe the holiday
- k) Fourth Thursday in November (Thanksgiving Day)
- l) The Friday following Thanksgiving Day (Day after Thanksgiving)
- m) December 25<sup>th</sup>
- n) Other such holidays as may be designated by the Board of Supervisors

All previous informal time off practices are eliminated and unauthorized.

### Section 10.2 – Legal Holiday Observance

Workers shall enjoy the same number of legal holidays, regardless of variations in workweeks. Legal holidays which fall on Sunday are observed on the following Monday. Legal holidays which fall on Saturdays shall be observed on the preceding Friday. Legal holidays which fall during a vacation period or when a worker is absent because of illness shall not be charged against the worker's vacation or sick leave balance. When the County legal holidays fall on a worker's scheduled day off, the day shall be added to the worker's vacation balance.

### Section 10.3 – Legal Holiday Work

If work on a legal holiday is assigned and authorized by the County Executive, such time worked by regular workers shall be paid in cash at a rate of one and one-half (1 1/2) times the regular hourly rate, including premium pay for shift differentials, plus any legal holiday

pay to which the worker may be entitled. Legal holiday work if authorized shall be offered first to regular workers within the work unit. No worker may elect to work a legal holiday that falls on the worker's normal day off. A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation.

**Section 10.4 – Independence Day, Christmas and New Year’s Holiday – Actual Calendar Day vs. Day of Observance**

When Independence Day – July 4, Christmas Day - December 25 or New Year's Day - January 1 actually falls on a Saturday or Sunday, workers who are normally scheduled to work on that day and actually work, shall receive legal holiday pay in accordance with Section 10.3 for the time worked on Independence Day ,Christmas Day or New Year's Day. For these workers, no legal holiday pay shall be paid for work on the observed day (either the Friday prior to, or the Monday that follows Independence Day , Christmas Day or New Year's Day). It is understood that the Union may waive departmental agreement provisions for purposes of this section.

## ARTICLE 11 - VACATIONS

### Section 11.1 – Vacation Earnings

Each worker shall be entitled to annual paid vacation. Vacation is earned on an hourly basis. For purposes of this Article, a day is defined as eight (8) work hours. During the first year (261 days), vacation shall be computed at the rate of ten (10) working days per year. Beginning with the second year (262nd day) of continuous service, vacation shall be computed at the rate of twelve (12) working days per year. Beginning with the fifth year (1,045<sup>th</sup> day) of continuous service, vacation shall be computed at the rate of sixteen (16) working days per year. Beginning with the tenth year (2,350<sup>th</sup> day) of continuous service, vacation shall be computed at the rate of eighteen (18) working days per year. Beginning with the fifteenth year (3,655<sup>th</sup> day) of continuous service, vacation shall be computed at the rate of twenty (20) working days per year. Beginning with the twentieth year (4,960<sup>th</sup> day) of continuous service, vacation shall be computed at the rate of twenty-two (22) working days per year.

#### a) **Time for Vacations**

In the absence of a departmental seniority agreement, the time for vacation shall be determined by the appointing authority after due consideration of worker convenience and administrative requirements. Requests for time off shall be approved/denied within twenty (20) calendar days of initial request. Requests for time off shall not be unreasonably denied.

#### b) **Vacation Accrual**

Any vacation accrued during a one-year period (26 pay periods) should be taken by the worker during the following one-year period.

#### c) **Vacation Carry-over**

In the event the worker does not take all the vacation to which he/she is entitled in the succeeding twenty-six (26) pay periods, he/she shall be allowed to carry over the unused portion, provided that he/she shall not accumulate more than three (3) years' vacation earnings except:

1. When absent on full salary due to work-related compensation injury which prevents his/her reducing his/her credits to the maximum allowable amount, or
2. In the case of inability to take vacation because of extreme emergency such as fire, flood or other similar disaster, an additional accumulation may be approved by the County Executive and the Director of Personnel.

#### d) **Vacation Balance**

In the event the appointing authority does not provide vacation for a worker sufficient to reduce his/her accumulated vacation balance to the amount permitted (three years' earnings), the worker may take vacation as a matter of right immediately before the end of the pay period in which vacation could be lost, not to exceed one (1) year's earnings. The balance of the worker's accumulated vacation shall remain to his/her credit.

e) **Vacation Payoff**

~~A person who terminates employment shall be paid the monetary value of the earned vacation as of the actual date of termination of employment.~~

**Section 11.2 – Birthday Holiday**

There shall be an additional day of vacation credited to a worker's vacation leave bank at the same time as the annual crediting of personal business/belief days which will normally be taken on the worker's birthday. The parties agree that an alternate day may be determined by the appointing authority after due consideration of worker convenience and administrative requirements.



## ARTICLE 12 – LEAVE PROVISIONS

### Section 12.1 – Personal Business/Belief Day

#### a) **Scheduling**

Workers shall be credited with four (4) days personal leave on the first day of the fourteenth (14th) pay period of every payroll calendar year and must use such leave on or before the last day of the thirteenth (13th) pay period of the subsequent payroll calendar year. Such leave may be used by a worker for any lawful purpose he/she desires; provided such leave must be scheduled in advance with the appointing authority except in cases of bona fide emergency. This benefit shall be prorated for part-time workers and for workers hired after the date the personal leave has been credited.

In the absence of a departmental seniority agreement, the time for Personal Business/Belief Day shall be determined by the appointing authority after due consideration of worker convenience and administrative requirements. Requests for time off shall not be unreasonably denied.

#### b) **Use**

At the worker's reasonable advance request, up to one (1) of the worker's accrued but unused personal leave days shall be scheduled either before or after Christmas, or New Year's except where staffing needs require otherwise. If a worker is assigned and works on Thanksgiving Day or the Friday after Thanksgiving, the worker shall have first preference for use of accrued but unused personal leave on the day before or the day after either Christmas or New Year's. "Preference" and "staffing needs" as used in this paragraph relate to the worker's work assignment and/or area.

### Section 12.2 – Sick Leave

#### a) **Rate of Accrual**

Each worker shall be entitled to sick leave accruals. Such leave shall be earned on an hourly basis and computed at the rate of ninety-six (96) hours per year. Such sick leave must be approved by the appointing authority when scheduled in advance.

#### b) **Doctors' Notes**

Request for sick leave with pay in excess of three (3) working days must be supported by a statement from a licensed medical practitioner who is eligible for third party reimbursement. The appointing authority may require such a supporting statement for absences less than three (3) days when there is reasonable cause of misuse.

If a doctor's note requirement is placed upon a worker for more than ninety (90) calendar days, a written notice shall be provided to the worker outlining the duration of the doctor's note requirement and any follow-up activities. Prior to this requirement there must be an established pattern of sick leave misuse.

#### c) **Sick Leave Accrual**

Unused sick leave time may be accrued without limitation.

d) **Sick Leave Used for Care of Immediate Family**

A worker will be entitled to use up to nine (9) days of his/her annual accrued leave in order that he/she may care for a sick or injured member of his/her immediate family requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. "Immediate family" shall mean the father, mother, grandmother, or grandfather of the worker or of the spouse or of the registered domestic partner of the worker and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the worker or any person living in the immediate household of the worker.

e) **Day Defined/Sick Leave Payoff**

For purposes of this paragraph, a day is defined as eight (8) work hours. Upon death or retirement, up to sixty (60) days of accrued sick leave shall be paid off at a rate of fifty percent (50%) of the equivalent cash value. All accrued balances beyond sixty (60) days shall be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value (one hour's pay for one day of accrual). Upon resignation in good standing, workers with ten (10) or more years' service shall be paid up to sixty (60) days of accrued sick leave at the rate of twenty-five percent (25%) of the equivalent cash value. All accrued balances beyond sixty (60) days will be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value. Workers terminated for cause shall not be entitled to sick leave pay off. All other rights to sick leave with pay of a worker shall be cancelled upon his/her separation from the County; provided, however, if a worker resigns or is separated on a layoff and is reinstated or re-employed within one (1) year from the date of resignation or two (2) years from the date of layoff, such worker's right, if any, to sick leave with pay shall be restored to him/her. At the worker's option, he/she may convert accrued but unused sick leave at retirement to credit one (1) month of worker's medical premium for each day of sick leave accrued.

f) **Reinstatement Pay Back**

Workers receiving a sick leave pay off in accordance with section (e) above may, if reinstated within one (1) year, repay the full amount of sick leave payoff received and have her/his former sick leave balances restored. Repayment in full must be made prior to reinstatement.

g) **Vacation Illness Conversion**

If a worker on vacation becomes ill, he/she may convert vacation time to sick leave with pay. The conversion must be supported by a statement from a healthcare provider.

h) **Exhaustion of Sick Leave**

When a worker has exhausted all accumulated sick leave and compensatory time, he/she shall have the option of using vacation time or leave without pay for absences due to illness. The worker must notify the department of worker's option

prior to payroll action, otherwise vacation time will be used. When requested by the worker, Management will restore vacation by making the appropriate payroll adjustment in the next payroll period. This option shall not be available to any County worker where Federal law prohibits leave without pay.

### **Section 12.3 – Fitness for Duty Examination**

If any non-probationary worker is required by the appointing authority to take a fitness for duty examination not connected with pre-existing or existing industrial injury to determine if he/she is incapacitated for work, the following provisions will apply and will be given to the worker in writing:

- a) Before making a decision, the physician designated by the appointing authority will consult with the worker's identified health care providers, if any, and will advise him/her of this procedure.
- b) If the worker's identified health care provider(s) agrees with the decision of the physician designated by the appointing authority, the decision is final.
- c) If the health care providers disagree, and the worker so requests, they will select a health care provider to serve as a third party opinion whose determination will be final.

If a third-party health care provider is not chosen within six (6) months from the date upon which the County's Fitness for Duty assessment was issued, the County's assessment becomes final.

If a third-party Fitness for Duty assessment has not been completed within one (1) year from the date upon which the County's Fitness for Duty assessment is issued, the County's assessment becomes final.

Cost for such examination by the selected physician will be paid by the appointing authority.

- d) If the County requires the worker to leave work during this period, the worker will be placed on paid leave pending the result of the fitness for duty examination without the requirement to use any leave balances. The worker shall not be entitled to paid leave if he/she refuses to comply with the physician's examination requirements during the fitness for duty process or does not remain available to report to work during their normal scheduled shift. A worker may request to use leave banks if he/she is not available for duty during their normally scheduled shift.

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

Investigations that may lead to discipline shall be conducted in an efficient, timely fashion so as to not create undue hardship on workers or County. When such an investigation

involves placing a worker on Administrative Leave, the County shall provide an update on the status of the investigation to the Union no less than one (1) time per month while the worker remains on leave.

### **Section 12.5 – Military Leave**

#### **a) Governing Provision**

The provisions of the Military and Veterans Code of the State of California and the County ordinance code shall govern the military leave of workers of the County of Santa Clara.

#### **b) Physical Examination**

Any regular or provisional worker shall be allowed time off with no loss in pay for the time required to receive a physical examination or re-examination as ordered by provisions of a national conscription act or by any branch of the National or State military services.

### **Section 12.6 – Leaves of Absences**

#### **a) Reasons Granted**

Leaves of absence may be granted to workers for up to one (1) year. Extensions to leaves approved for less than one (1) year shall not unreasonably be denied provided adequate advance notice is given. If a worker wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the appointing authority. Leaves beyond one (1) year may be granted due to unusual or special circumstances. The following are approved reasons for such leave:

1. Illness beyond that covered by sick leave.
2. Education or training which will benefit the County.
3. Other personal reasons which do not cause inconvenience on the department.

#### **b) Leave for Union Business**

Upon thirty (30) days advance notice to the Office of Labor Relations and the appointing authority, the County shall grant workers leave pursuant to Government Code section 3558.8 to serve as stewards or officers of the Union for a period of up to one (1) year. The Union shall reimburse the County for all compensation and benefits paid to the worker on leave. Such payment shall be made to the County on or before thirty (30) days after receipt of the County's certification of payment of compensation to the worker.

No more than twelve (12) workers shall be granted a leave at any one time. A leave may only be denied if:

1. The notice requirement is not met.

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2. The number of workers on leave has reached the maximum of twelve (12).
3. The worker has specialized skills and abilities which are necessary and could not be replaced.

Confirmation of denial or granting of the leave shall be provided to the Union.

With notice no less than thirty (30) days prior to the conclusion of the leave, such leave may be extended up to one (1) year upon approval of the appointing authority.

c) **Revocation**

A leave may be revoked by the Director of Personnel upon evidence that the cause for granting it was misrepresented or has ceased to exist.

d) **Vacation Leave Without Pay Option**

A worker must receive prior approval from his/her supervisor to use leave without pay for an authorized vacation absence. The department may assign leave without pay for an unauthorized absence. When the authorized absence is less than a pay period and when requested by the worker, management may restore vacation by making the appropriate payroll adjustment in the payroll period following worker's request. This option shall not be available to any County worker where Federal law prohibits leave without pay.

### **Section 12.7 – Other Family Leave**

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

a) **Parental Leave**

1. **Length**

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

2. **Sick Leave Use**

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

**b) Other Family Leave**

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

**Section 12.8 – Leaves to Perform Jury Duty or to Respond to a Subpoena**

**a) Response to Summons**

A worker shall be allowed to take leave from his/her County duties without loss of wages, vacation time, sick leave or worker benefits for the purpose of responding to summons to jury selection or serving on a jury for which he/she has been selected, subject to the limitation that a worker shall receive paid leave to serve on a jury for which he/she has been selected not more than once during a calendar year and provided that he/she executes a written waiver of all compensation other than the mileage allowance, for which he/she would otherwise receive compensation by virtue of his/her performance of such jury duty. No worker shall be paid more than his/her regular shift pay or regular workweek pay as a result of jury duty service. The worker is required to notify his/her appointing authority when he/she has received a jury summons and when his/her jury service is completed.

**b) Jury Duty**

Nothing in this Section shall prevent any County worker from serving on a jury more than once per calendar year, provided, however, that such additional periods of absence from regular County duties as a result thereof shall be charged, at the option of such worker, to either accrued vacation time or leave without pay.

**c) Response to a Subpoena**

No worker shall suffer loss of wages or benefits in responding to a subpoena to testify in court if that worker is not a party to the litigation.

**d) Release Time**

In the event a night shift worker is called to court under the above provision, the following shall apply:

1. Swing or PM shift shall have release time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of wages or benefits.
2. Night or Graveyard shall have release time on the shift prior to court attendance; and that worker shall suffer no loss of wages or benefits.

3. When a worker, whose regularly scheduled hours includes two (2) full shifts (16 hours) of scheduled duty between 11:00 p.m., Friday to 3:00 a.m., Monday, is selected for a jury and is required to be in Court during his/her regular days off, the department will make every effort to provide the following Saturday or Sunday as a regularly scheduled day off. The weekend cannot count as a weekend worked for Weekend off Provisions.

e) **Return to Work**

For the purpose of this Section, a worker who responds to a summons to jury duty and who is not selected as a juror shall not be deemed to have performed jury duty and shall return to work as soon as possible.

**Section 12.9 – Educational Leave and Tuition Reimbursement Fund**

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

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

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

b) **CountyWise Classes**

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

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

c) **Eligibility**

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

1. The worker is not receiving reimbursement from any other government agency or private source. (This applies to workers applying for tuition reimbursement only.)

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

d) **Disapproval**

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

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

e) **Reimbursement**

Total reimbursement for each worker participating in the program will not exceed two thousand dollars (\$2,000.00) in each fiscal year. Meals, lodging, and transportation costs will not be reimbursed pursuant to IRS regulations. Within the above limit, workers shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of proof of cost and proof of course completion.

f) **Deduction Authorization**



The worker shall sign a note which states that, upon receipt of reimbursement, he/she authorizes:

1. Deduction from his/her wages in the event he/she does not receive a passing grade of C or better.
2. Deduction of fifty percent (50%) of the amount of reimbursement if he/she leaves County employment within one (1) year after satisfactory completion of the course (except if laid off).
3. Deduction of the full amount of reimbursement if he/she leaves County employment before completion of the course (except if laid off).

g) **Make-up Time**

Workers taking a course only available during working hours must make up fifty percent (50%) of the time away from job. Make-up time may be deducted from the worker's accrued vacation, personal leave or compensatory time balance. Make-up time will not be allowed when it results in the payment of overtime. The department will make every effort to allow the worker time off except where the payment of overtime will result. A worker and the appropriate level of Management may mutually rearrange the duty shift beyond eight (8) hours but within the forty (40) hour workweek for purposes of participating in non-duty education and/or training deemed by the County to be to the benefit of the worker and the County and such arrangement will be considered a waiver of Section 8.2.

Workers who are granted educational leave only but not tuition assistance, shall reimburse the County through automatic leave reduction in the same manner that educational leave was taken or reduction of leave balances or cashout at separation, of fifty percent (50%) of the time away from the job under the following conditions:

1. Failure to successfully complete the course or obtain a passing grade of C or above;
2. Leaving County employment within one (1) year after successful completion of the course (except if laid off); or
3. Leaving County employment before completion of the course (except if laid off).

**Section 12.10 – In-Service Education Programs**

The County and the Union may meet and confer on any existing in-service programs or proposed programs during the term of this Agreement at the department level.

**Section 12.11 – Bereavement Leave County is reviewing for possible proposal**

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. "Immediate family" shall mean the mother, father, grandmother, grandfather, son or daughter of the worker or of the spouse of the worker or of the registered domestic partner

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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.

**Section 12.12 – State, Federal and/or County Required Continuing Education Fund**

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

**a) General Provisions**

1. Only workers whose classifications have mandated State, Federal and/or County continuing education requirements shall be eligible for reimbursement of costs of the mandated continuing education. A list of eligible classifications shall be maintained by ESA. The County shall provide the list to the Union at least annually. The Union shall be notified of any changes to the list of eligible classifications.
2. Should Local 521 SEIU no longer represent any of these classifications this provision shall remain in effect for the remaining classifications. Workers shall not lose any rights to this fund because of reclassification or retitling of a classification as long as the new classification also has a State, Federal and/or County required continuing education.
3. The County and the Union shall meet prior to the printing of the agreement to determine a notification method when affected classifications are designated by the State, Federal and/or County to receive this reimbursement.
4. This fund shall apply to all workers in classifications noted above who are required by the State, Federal and/or County to take continuing education courses. There are three eligibility periods. The first is between June 15, 2020 and June 13, 2021. The second is between June 14, 2021 and June 12, 2022. The third is between June 13, 2022 and June 11, 2023. Eligible workers may only apply for State, Federal and/or County mandated continuing education courses. Workers may apply for reimbursement to cover fees or tuition and books for State, Federal and/or County required continuing education courses, workshops or seminars.
5. Total reimbursement for each worker participating in this program will not exceed the actual amount of the continuing education.

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

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

c) **Reasons for Denial**

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

1. There are not sufficient funds available in the program.
2. The worker has already received the maximum allowed under this program.

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

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

All eligible workers whose State and/or Federal mandated license/certification expires in eligibility periods stated in Section 12.12(a) 4 may apply for reimbursement of the actual

cost of the licensure/certification no later than 60 days after the end of the eligibility period. Requests for reimbursement are to be submitted on a form provided by the County. The amount will be disbursed upon presentation of cost and proof of receipt showing renewed license/certificate.

**Section 12.14 – Education Reimbursement Committee**

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

**Section 12.15 – Drivers Licenses**

a) Any worker whose classification includes the requirement to have a Class A or B Commercial Driver's License will be reimbursed as follows:

- 1) County will fully reimburse the worker for an original Commercial Driver's License or to add an endorsement.
- 2) County will reimburse the difference between the Class A or B renewal fee and the Class C renewal fee.

b) It is the expressed understanding of the County and the Union that the County bears no financial obligation for any worker's Class C driver's license fee regardless of whether it is required for the worker's position.

**Section 12.16 – Time Off for Career Advancement for County Employment Opportunities**

The County shall permit workers to pursue County employment opportunities, including scheduled examinations, interviews, typing tests, and background investigations without loss of compensation or benefits with supervisory approval and when forty-eight (48) hours' notice is provided.

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## ARTICLE 13 – BENEFIT PROGRAMS

### Section 13.1 – Workers' Compensation

a) **Eligibility**

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

b) **Compensation**

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

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

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

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

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

1. Return to the worker's same job with some duties restricted.

2. Return to the same job, but for fewer hours per day or fewer hours per week. To be used if an injured worker cannot return on a full time basis.

3. Return temporarily to a different job. This is the least desirable and will only be attempted if the regular job cannot be reasonably modified to meet the injured worker's medical limitations.

d) **Treatment Following Return from Leave**

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

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

e) **Clothing Claims**

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

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

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

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

**Section 13.2 – Insurance Programs**

a) **Medical Insurance**

1. **Insurance Plans**

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

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

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

POS 0% Single, \$52.83 Family

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

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

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

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

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

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

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

Limited Reopener on Medical Insurance plans and plan designs:  
 Effective June 15, 2017 the County and the Union shall reopen this section to consider PPO, POS, and HMO plans and plan designs with a goal of the County to mitigate the federal excise "Cadillac Plan" tax of the Affordable

Care Act and replace the POS plan. This reopener shall include discussion on a narrow and a broad network for VHP and other healthcare cost containment strategies.

2. **Dual Coverage**

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

3. **Domestic Partners**

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

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

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

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

b. For a worker on family leave without pay, in accordance with the County's Family and Medical Leave Policy, up to twelve (12) weeks of dependent coverage.

5. **Medical Benefits for Retirees**

a. For workers hired before August 12, 1996.

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



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

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

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

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

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

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

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

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

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

~~h. **Limited Reopener on Retiree Health Reimbursement Account:**  
Effective the third year of the agreement, the County and the Union shall reopen this section solely to consider the option of a retiree health reimbursement account. Any changes shall only be upon mutual agreement of both parties.~~

b) **Dental Insurance**

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

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

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

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

c) **Health Plan Bonus Waiver Program**

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

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

d) **Life Insurance**

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

e) **Vision Care Plan**

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

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

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

g) **County-wide Benefits**

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

**Section 13.3 – Training for Disabled Workers County is reviewing and may make a future proposal**

a) **Vocational Rehabilitation**

When a worker is determined by the County unable to return to the classification in which he/she was employed at the time of injury or illness because of a work-connected illness or injury and does not elect a disability retirement, that worker will be offered vocational rehabilitation.

b) **Lateral Transfer/Demotion Openings**

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

c) **Salary Level**

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

- d) **Training Program**  
In those cases where the worker may not have the necessary prior experience or all the required skills but there is reasonable assurance that the worker will be capable of obtaining them through a designated formal on-the-job training program, the County will make reasonable efforts to place the worker in a training program.
- e) **Placement Review**  
If, after a period on the job, it is demonstrated that the worker is unable to develop the required skills, knowledge and abilities and/or cannot meet the physical requirements to handle the new position, he/she will be placed on a leave of absence and the placement process begins again.
- f) **Promotions**  
Any position which involves a promotion will call for the normal qualifying procedures, written and/or oral examination. However, if it is found that a worker meets all the qualifications for a higher paying position and an eligibility list is already in existence, the worker shall be allowed to take a written and/or oral examination, and, if the worker qualifies, the worker's name will be placed on the eligibility list commensurate with his/her score.
- g) **Referral to Accredited Rehabilitation Agency**  
In those cases where the County is unable, for one reason or another, to place a worker in a comparable occupation, that worker's case will be referred to an accredited rehabilitation agency as approved by the Division of Industrial Accidents for testing, counseling and retraining at either the County's or State's expense.
- h) **State Legislation**  
The provisions of this Section shall not apply if State legislation removes from the County the control of training for disabled workers.

#### **Section 13.4 – Deferred Compensation Plan**

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

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

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

The Health Care Cost Containment Committee will also investigate other plan options for workers and retirees outside of the Santa Clara County service area, including contracting with out of area government agencies for local health plan coverage. With the agreement

of the Union and the County, there shall be a limited mid-term re-opener for the purposes of implementing optional plans or changes to workers' benefits.

**Section 13.6 – Joint Childcare Committee**

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

## ARTICLE 14 – DOMESTIC PARTNERS

a) **Registered Domestic Partners**

County employees who have filed a Declaration of Registered Domestic Partnership in accordance with the provisions of Family Code 297-297.5 shall have the same rights, and shall be subject to the same responsibilities, obligations as are granted to and imposed upon spouses. The term spouse in this contract shall apply to Registered Domestic Partners. Effective July 1, 2012 the County will only recognize employees who have registered their Domestic Partnership through the Secretary of State.

b) **Tax Liability**

Employees are solely responsible for paying any tax liability resulting from benefits provided as a result of their domestic partnership.

## ARTICLE 15 – PERS

The County will continue the present benefit contract with PERS for Classic Miscellaneous employees, which is the 2.5% at 55 Retirement Plan, as amended December 17, 2007 except those workers covered by safety retirement as listed in Appendix H.

In consideration for continuing the 2.5% at 55 Retirement Plan, the Union agrees for each Classic Miscellaneous worker covered under this benefit to contribute to PERS, through payroll deduction, effective September 2, 2013 an amount equal to 3.931% of PERS reportable gross pay.

In accordance with § 20636, sub section (c) (4) of the California Public Employee Retirement Law, the County and SEIU Local 521 agree that the County shall report Employer Paid Member Contribution (EPMC) as special compensation concurrent with the effective date of PERS "Single Highest Year."

The County shall pay on behalf of all Classic Miscellaneous workers covered under PERS Miscellaneous 7% member (worker) contribution to the Public Employee's Retirement System as well as an additional 0.49% which is attributable to reporting EPMC as special compensation. Taking into consideration the agreement between the parties as a result of the prior implementation of 2% at 55 Plan, the County is entitled to add 7.49% to the base wage for effective wage.

Effective Pay Period 20/13 and then each year thereafter on pay period XX/13, the percentage of Classic Miscellaneous workers covered under PERS Miscellaneous will be rounded to the nearest tenth of one percent (0.1%) then multiplied by 7.49%. The percentage will be rounded to two (2) decimal places and the resulting percentage will be used for the following twenty-six (26) pay periods for purposes of effective wage. (Ex: 47.5% Classic Miscellaneous workers multiplied by 7.49% is expressed as  $0.475 * 0.0749 = 0.035575$  with a resulting effective wage of 3.56%.) A courtesy notice will be provided to SEIU.

Classic miscellaneous employees shall refer to those employees who are eligible for and are placed in the 2.5% at age 55 retirement tier. Classic safety employees shall refer to those employees who are eligible for and are placed in the 3% at age 50 retirement tier. Public Employee Pension Reform Act (PEPRA) miscellaneous employees shall refer to those employees who are eligible for and placed in the 2% at age 62 retirement plan. PEPRA safety employees shall refer to those employees who are eligible for and are placed in the 2.7% at age 57 retirement tier.



## ARTICLE 16 – USE OF PRIVATE VEHICLES AND MILEAGE PAYMENT

### Section 16.1 – Use of Private Vehicles

#### i. No Requirement

No worker shall be required as a condition of obtaining or continuing County employment, to possess or provide a private vehicle for use in connection with his/her County employment. Use of County vehicles shall be in accordance with County policies and regulations.

#### ii. Authorization of Use

Departments may authorize the use of private vehicles by their department workers, with each department maintaining a continuous listing of those workers authorized to use their private vehicles. Each worker so authorized shall have completed applicable County authorization requirements governing County driver permits and insurance. Workers not having completed such requirements and thereby not on the listing shall be neither required nor authorized to use their private vehicles.

#### iii. Damage

Workers whose vehicle is damaged in a collision with another vehicle while driving a personal vehicle on County business shall, following the approval of the **ESACEO** Claims Division or if denied by **ESACEO** and subsequently approved on appeal to the Accident Review Board, be reimbursed for such damage not to exceed five hundred dollars (\$500.00) provided:

1. The driver of the other vehicle is responsible for the accident as verified by a police report, and the damages shall be unrecoverable from the other party by reason of lack of liability insurance, or
2. The damage is caused by a hit-run or unidentified driver as verified by a police report, and/or
3. The amount of damage to be reimbursed by the County is not recoverable under any policy of insurance available to the worker. The County shall be subrogated to the worker's rights of recovery from the responsible party.

### Section 16.2 – Reimbursement for Use of Private Vehicles

#### a) Mileage Reimbursement

Any worker required to travel on business for the County and who has been duly authorized to use and does use a privately owned automobile shall be allowed and paid as traveling expense for the actual miles traveled during any calendar month. The mileage reimbursement rate for all miles shall be the standard federal mileage rate reimbursement. Actual miles traveled shall be defined as all miles driven on County business. However, no mileage reimbursement shall be paid for miles traveled to the first field or work location of the day from the worker's place of residence or from the last field or work location of the day to the worker's place of residence, unless the miles traveled exceeds the distance normally traveled by the worker during his/her normal home-to-work commute. In that case, the worker may

claim reimbursement for only the added mileage which exceeds the normal home-to-work mileage.

Effective September 1, 2000, the rate of reimbursement shall be equal to the "standard mileage rate" for auto expenses established by the Federal Government as the maximum tax exempt mileage rate. Subsequent to September 2000, the County rate of reimbursement shall be adjusted on the first day of the month that any change by the Federal Government "standard mileage rate" is effective.

**Section 16.3 – County Business Travel**

Claims for reimbursement for County travel expenses shall be made in accordance with the Statement of Travel, Non-Travel Business Meal, and Procurement Card (P-Card) Policy. The Union has the right to meet and confer over proposed changes to this policy.

**Section 16.4 – Parking Stickers for Workers with Disabilities**

All workers determined by the County to be disabled in accordance with standards of the State of California Department of Motor Vehicles will be issued a disabled workers parking sticker for their private vehicle.

## ARTICLE 17 – WORKERS IN UNCLASSIFIED POSITIONS

a) **Coverage Under the Contract**

All workers in unclassified coded positions within the Union bargaining units shall be subject to and protected by this Agreement and departmental agreements, except as otherwise provided.

b) **Seniority**

Time worked in such positions shall apply to seniority for the purposes of departmental agreements, salary increments and all other matters in the same manner for all other coded positions, except as otherwise provided. (No change in past practices or agreements unless agreed to.)

c) **Examinations**

Such workers shall be allowed to participate in examinations in the classified service equivalent to the positions they occupy as well as all open and/or promotional examinations for which they qualify under Merit System Rules.

d) **New Programs**

Prior to final approval by the County and the granting authority of new special programs funded from State and/or Federal sources which create positions under County Charter Section 704(h) which are the same or similar positions covered by this Agreement, the parties agree to meet and confer on:

1. Coverage of such positions by all or any portion of the terms of this Agreement.
2. The impact the utilization of such positions may have on workers in positions currently covered by this Agreement.

## ARTICLE 18 – SAFETY

### Section 18.1 – Safety Standards

The County necessarily abides by safety standards established by the State Division of Industrial Safety and pursuant to the Occupational Safety and Health Act. Appendix M of this Agreement describes the agreed guidelines for Department Safety Committees. Upon request, departmental negotiations on the number of representatives to the Departmental Safety Committee (paragraph 3 of the Guidelines) shall be negotiated at the departmental level. Such negotiations shall be subject to the provisions of Article 8.15 of this Agreement and shall also be subject to review and approval of the County-wide Safety Committee pursuant to the Guidelines.

### Section 18.2 – Ambience Guidelines

The County has promulgated guidelines with respect to variations in ambience (e.g., heat, light) in work locations within the County. The guidelines cover conditions encountered by workers who work both inside and/or outside. These guidelines are as follows:

Workers of the County work in a variety of physical locations, both indoors and out, where environmental factors such as temperature, humidity, solar radiation and air movement vary widely. Individual workers' tolerance levels for variations in those environmental factors vary from person to person based on physiological differences, general health, physical condition, the nature of the worker's work and other individual tolerance factors not otherwise definable.

Although Federal and State OSHA regulations do not deal specifically with variations in these environmental factors, nor can individual tolerance levels be controlled, these guidelines are issued and intended to assist departments/agencies in dealing with extremes of the environmental factors listed above.

"Extremes" in such factors are not specifically defined here; but should be determined by each department/agency in accordance with the season of the year or the work setting, based on commonly accepted standards for the nature of the work and the facilities or environment in which the work is performed. Distinctions should be kept in mind between comfort, efficiency and health considerations. Under these guidelines, each department/agency should determine acceptable limits of variation based on the factors described above, giving due regard to the work environment and its inherent characteristics and limitations. Department/agency determinations concerning extremes and acceptable limits of variation are subject to review by the County Executive's Office of Occupational Safety and Environmental Compliance (OSEC).

### Procedures

Each department/agency shall designate representative(s) responsible for receiving, evaluating and reporting worker complaints of environmental extremes through channels in accordance with these procedures. Depending on whether the reported extreme is in a building or outside, it will be acted upon as described below.

## **Buildings**

Buildings are defined as all indoor facilities and structures operated (owned or leased) by the County and occupied by County workers.

The Office of Occupational Safety and Environmental Compliance (OSEC) shall designate representative(s) for the purpose of receiving and responding to department/agency reports of environmental extremes in County facilities.

The Office of Occupational Safety and Environmental Compliance (OSEC) shall promptly investigate complaints received from designated department/agency representatives and take reasonable steps to make any needed corrections. OSEC will also promptly provide a status report for the complaining department/agency regarding the conditions. The report will note if the condition is extreme, the expected duration of the extreme and the cause. If requested, this report will be made available by the department/agency to the worker(s) who initiated the complaint.

## **Outside of Buildings**

Environmental factors outside of buildings are not controllable. Reports received by designated representatives concerning outside environmental extremes will be evaluated and a decision made regarding alternative work procedures for work crews engaged in out of doors physical labor. If alternative work procedures are implemented, reasonable access to available shelter and water shall be provided consistent with the nature and locale of the work.

A distinction is to be made between those who perform physical labor in the outdoors versus those whose work requires temporary or regular presence in the outdoors or in vehicles necessary for completion of assigned work. In the latter instances, alternative work procedures should generally be required less frequently than in the case of work crews performing out of doors physical labor.

## **Alternatives When Environmental Extremes Exist**

The decision to implement any variation in work activities shall be that of the appointing authority or his/her authorized representative. Careful consideration must be made regarding the department/agency's overall operation to meet required service needs. However, when in the department/agencies judgment extremes in environmental conditions will continue to exist for a significant period, the department/agency head may invoke any or all of the following possible alternative work procedures:

1. Reduce work productivity levels.
2. Authorize more frequent rest periods throughout the work cycle.
3. Where workers may be excused from duty and they request time off because of the extreme situation, excuse those who may be released and charge said time, at the worker's option, to his/her accrued but unused vacation, compensatory time off or personal leave days; or to leave without pay.

These alternatives are not intended to limit the appointing authority from approving other alternatives, such as temporary changing of hours of work, temporary changing of work assignments, etc.

Workers who become ill because of extreme conditions may use sick leave in accordance with regular County procedures.

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

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## ARTICLE 19 – GRIEVANCE PROCEDURE

### Section 19.1 – Grievance Defined

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

a) **Definition**

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

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

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

### Section 19.2 – Grievance Presentation

Workers shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of workers, by the Union, or by the County. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of agreement or memorandum of understanding, nor shall any settlement be made which affects the rights or conditions of other workers represented by the Union without notification to and consultation with the Union.

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step One without written concurrence of the Union.

The Union shall have the right to appear and be heard in all individual or group grievances at any step. Upon request by County, the Union shall appear and be heard in such grievances at any step.

### **Section 19.3 – Procedural Compliance**

Union grievances shall comply with all foregoing provisions and procedures. The County shall not be required to reconsider a grievance previously settled with a worker if renewed by the Union, unless it is alleged that such grievance settlement is in violation of an existing rule, ordinance, memorandum of understanding, or memorandum of agreement.

### **Section 19.4 – Time Limits**

Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party. If, as a result of such action the parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided below and the arbitrator shall fashion an appropriate remedy.

### **Section 19.5 – Informal Grievance Step**

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

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

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

### **Section 19.6 – Formal Grievance Procedure**

a) **Step One** - Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the appointing authority. A copy of the grievance will be sent to Labor Relations and this copy shall dictate time limits. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;



4. The rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired; and
7. The name of any person or representative chosen by the worker to enter the grievance.

A decision shall be made in writing within twenty (20) working days of receipt of the grievance. A copy of the decision shall be directed to the person identified in (7) above and grievant, or in the case of a group grievance, to the grievant listed first in (1) above. A copy shall be sent to the Union and this copy shall dictate time limits.

b) **Step Two** – If the aggrieved is not satisfied with the Step One decision, they may, within fifteen (15) working days after receipt of the first step decision request to meet with the Director of Labor Relations or designee and present a written presentation to review. Unless mutually waived, the Director of Labor Relations or designee shall meet with the grievant/Union prior to issuing their decision. The Director of Labor Relations or designated representative shall provide a written decision within twenty (20) working days of the meeting or the date the meeting was mutually waived.

c) **Mediation** - Prior to advancing to arbitration under “d) Step Three,” both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, the parties shall jointly request that a mediator be assigned by the State Mediation and Conciliation Service. If the mediation process does not promptly result in an acceptable resolution to both parties, the case shall advance to subsection d) Step Three. The parties shall equally share any costs relating to mediation. If there is no agreement to proceed through the mediation step, then the case shall be determined under subsection d) Step Three.

d) **Step Three** - If the aggrieved is not satisfied with the Step OneTwo decision, he/she/they may, within fifteen (15) working days after receipt of the first step decision, present a written presentation to be directed to the County Executive's designated representative indicating the aggrieved wishes (1) the County Executive's designated representative to review and decide the merits of the case or whether (2) the aggrieved wishes the grievance to be referred to an impartial arbitrator. At this step, a meeting shall be held if requested by either party. The grievant may be accompanied by his/her Steward, or Assistant Chief Steward or Chief Steward. All parties meet and disclose the theory of the grievance and the theory of denial as well as the facts upon which these theories are based.

- e) **Pre-Arbitration Meeting (Stipulation and Arbitrator Selection)** – After a grievance has been moved to Step Two, the Union and County shall continue efforts at resolution. In addition, all parties will attempt to stipulate to all facts, disclose all pertinent information and agree on the question or questions to be submitted to an arbitrator.

Pre-Arbitration meetings shall be held monthly for each department/agency. By mutual agreement, pre-arbitration meetings may be scheduled more frequently. The Union shall be entitled to have released, for pre-arbitration meetings, the grievant, and in the case of a group grievance, no more than two (2) of the affected workers, and the appropriate Chief Steward, or Assistant Chief Steward in his/her absence, and the Steward.

Each grievance shall be specifically reviewed and discussed at a maximum of two pre-arbitration meetings. The parties may mutually agree to have additional meetings prior to arbitration. If a grievance remains unresolved after discussion, review, fact stipulations, information disclosure and determination of the questions or question to be submitted to the arbitrator, the parties will select an arbitrator from the panel in Section 19.6(d).

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

- f) **Arbitration** **County is reviewing and may make a future proposal**  
For the term of this agreement the County and the Union have agreed to the following panel:

John Kagel

— Paul Roose

Katherine Thomson

Monica Colondres

David Weinberg

Alexander Cohn

Luella Nelson

When the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above panel. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin.

No matter other than a grievance that is an alleged violation of a specific provision(s) as written and submitted in the formal grievance may be reviewed on the merits by an arbitrator. This memorandum of agreement shall be submitted as a joint exhibit. Nothing in this agreement shall be construed to empower any arbitrator to change, modify or amend any of its provisions.

Members of this arbitration panel shall be requested to agree to render their decision within fifteen (15) working days of the hearing, receipt of the transcription or the briefs.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the worker or the Union and the County. Decisions of the arbitrator shall be final and binding.

### **Section 19.7 – Expedited Arbitration**

- a) The County and the Union, may upon mutual agreement of the specific case/or cases submit grievance disputes to expedited arbitration in the interest of obtaining a prompt disposition of the grievances brought by workers, the Union or the County.
- b) The expedited arbitration shall be conducted according to the following rules, and the arbitrators shall be required to agree to abide by them:
  1. The County and the Union shall agree to schedule as many cases as can be reasonably presented within a normal work day.
  2. Prior to the arbitration, the parties must mutually agree to the question to be placed before the arbitrator or the case will not proceed through this process.
  3. It is the intent of this expedited arbitration procedure to not record these proceedings. It is agreed, however, that either party may request a stenographic record and transcripts and the party requesting the record shall bear the full cost of the reporter's fee and transcript. The other party shall not be entitled to a copy, unless the parties agree to share the costs.
  4. The parties shall be represented by staff advocates, unless otherwise mutually agreed. Staff advocates shall present their cases in accordance with standard rules of evidence and accepted arbitrable conduct.
  5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post-hearing briefs shall not be submitted, unless otherwise mutually agreed.
  6. The arbitrator shall render his or her decision after each party has presented and summarized its case. The arbitrator shall confirm his/her decision in a written letter to each party.
  7. The arbitrator shall be paid a flat fee for each day of hearings, regardless of the number of cases presented during that day's hearing.

### **Section 19.8 – Arbitration Release Time**

- a) The worker on whose behalf the grievance has been filed will be granted release time for the entire hearing. Release time to serve as a witness will be granted on

a scheduled basis, i.e., when the worker is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing. Release time also will be granted to the appropriate Chief Steward.

- b) Other requests for leave for the purpose of participation in a grievance arbitration hearing will also be granted and charged to the worker's own leave time - provided the absence does not unduly interfere with the performance of service.

## ARTICLE 20 – CLASSIFICATION

### Section 20.1 – Classification Study

With the exception of calendar year 2020, workers may request a classification study during the month of March, or such time as designated by the Director of Personnel, but in any event no less than one (1) month per calendar year. Requests shall be submitted to ESA-Human Resources (ESA-HR) on the authorized online request form.

A Committee, made up of representatives from ESA-HR and the Union, will meet annually one (1) month after the close of the window, to determine which submitted requests will be accepted for study, which requests will be placed in a deferred status, and which requests will be denied. The Committee will base their consideration on a number of factors, which may include classification levels, recruitment or retention difficulties, fiscal impact, and new responsibilities assigned but not covered on existing job specifications. The Committee will finalize the list and the scope of each study (i.e. full classification study, job specification revision, salary review, etc.) within three (3) months after the first meeting. The maximum number of requests accepted by the committee for study shall be capped at twelve (12) per year, but upon completion of the accepted studies, ESA-HR may continue to work studies in the deferred status. Requests in the deferred status not initiated for study by ESA-HR before the next window may be considered by the committee without requiring a new request, however, an updated PCQ and job application may be requested.

If the request is incomplete, ESA-HR will notify the worker to complete the request, along with a due date for completing the request.

ESA-HR will notify workers of the status of their request (i.e. accepted, deferred, or denied) and the scope where appropriate.

Workers who are under study shall not be permitted to submit a request. Workers whose classification study was denied shall not be permitted to request another classification study until one additional window has passed.

If the study is denied, the worker may appeal to the Director of Personnel. The appeal shall be submitted in writing within ten (10) working days of the receipt of the denial. The Director of Personnel shall determine the procedure of the appeal. The Director shall provide the Union with the list of the appeal decisions.

The Director will provide a list of accepted studies, including those accepted on appeal, and the expected completion date.

If ESA-HR determines some assigned duties fall outside of the worker's classification, ESA-HR will notify the appointing authority to remove such duties within ten (10) working days of that determination.

Any duties performed at a higher-level while receiving work-out-of-class pay will not be considered.

If a study is accepted or approved on appeal, the completed study shall be posted to the Union no later than 12 months after the date of acceptance or favorable appeal determination, unless otherwise agreed to by both parties.

If it is recommended that the worker be reclassified, all Merit System Rules that apply to regular classification studies, such as test requirements, meeting the employment standards, serving a new probation period, etc. shall apply.

### **Section 20.2 – Lead Worker**

Lead duties whether included in the job description or paid for through a differential shall include but not be limited to the following:

- a) Assigns, distributes and adjusts short-term workloads;
- b) Resolves work-related problems within guidelines set by the supervisors, including written counseling. Leads shall not issue verbal or written counselings without supervisory approval for each occurrence. Supervisor approval shall be reflected on the documented counseling;
- c) Keeps apprised of the progress of the work;
- d) Answers procedural and work-related questions;
- e) Assists the supervisor in reviewing the work;
- f) May train new workers by providing general orientation to office, instruction on specific tasks, and review of task performance;
- g) May assist the supervisor in the interview process for new workers--such input shall be advisory;
- h) Peer to peer leads within the same classification shall not issue verbal or written counselings to each other;
- i) All leads shall be trained on the principles of counseling;
- j) The Lead will not issue personnel actions as outlined in Section 6.1, 6.4b, 6.5, 6.6 or 6.7;
- k) Leads will not conduct investigations that may lead to disciplinary action.

### **Section 20.3 – Reallocations**

#### **a) Allocation to a Supervisory Position**

When the Department of Human Resources reclassifies or reallocates a position that is represented by SEIU Local 521 to a supervisory unit, such action may be appealed. The County will notify the Union in writing of its intent to take the action and the reasons. The Union will have five (5) working days following receipt of the notice to file an appeal in writing and the reasons to the Deputy County Executive. Prior to conducting a hearing, the County shall arrange a meeting within five (5) working days to include the worker whose job is in question, a Union representative(s) and a County representative to review the contents of the worker's job and the relevant organization structure. The Deputy County Executive will conduct a hearing on the appeal within ten (10) working days after the meeting. A decision will be rendered by the Deputy County Executive within five (5) working days following the hearing.

b) **Vacant Positions**

At least ten (10) working days prior to the Board of Supervisors hearing a request to change a vacant **Local** 521 position to a position outside a **Local** 521 unit, the County will notify the Union. The notification will include positions/codes to be supervised and an updated proposed organizational chart.

**Section 20.4 – County Initiated Job Specification Revision**

In response to County proposed job specification revisions that make changes to the duties and employment standards the Union shall have the right to meet and confer, upon request, including making proposals on additional compensation related to significant new duties and employment standards.

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## ARTICLE 21 – REORGANIZATION

For the purpose of this article, “reorganization” is defined as a major change of organizational structure within a department or within the County that results in substantial changes or a written plan that outlines cumulative changes resulting in substantial changes and that: 1) alters the basic relationships among the core functions of a that department and the working relationships among the affected employees, who carry out those functions in the agency or established workgroup within the department/agency. Reorganization could include, but is not limited to 2) changing or deleting of a program, or merging of programs within a Department, or 3) changing the Department’s reporting structure within the County.

The County will notify the Union a minimum of 60 calendar days prior to the reorganization of any department/agency. Should the reorganization impact wages, hours or terms and conditions of employment, the County and the Union agree to meet and confer regarding the impact of such proposed reorganization 45 calendar days prior to the reorganization. The parties agree to meet promptly to ensure timely implementation of any changes. Modifications to any noticed reorganization will not require a new 60-day notice or otherwise reset the timelines contained in this Article.

Upon the Union’s request the department/agency will meet with the Union and explain the business rationale for the reorganization and consider any alternatives proposed by the Union.

Should the reorganization impact wages, hours or terms and conditions of employment, the County and the Union agree to meet and confer regarding the impact of such proposed reorganization 45 calendar days prior to the reorganization. The parties agree to meet promptly to ensure timely implementation of any changes.

In cases of emergency, when it is determined that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice, such notice and the opportunity to meet shall be provided at the earliest practicable time following the adoption of the ordinance, rule, resolution, or regulation.

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## ARTICLE 22 – NEW TECHNOLOGY IMPLEMENTATION

Should the County implement new computer technology that results in substantial changes or substantial cumulative changes to bargaining unit employees' core duties or functions and impacts hours or other terms and conditions of employment, the County shall provide at least sixty (60) working days notice to the Union in advance of implementation. The County and Union agree to meet and confer, upon request of either party, regarding the impact of such proposed new technology implementation at least forty-five (45) working days prior to the implementation. If an agreement is not reached addressing impact during a Meet and Confer, or if a Meet and Confer is not requested, the County may proceed with implementation.

## ARTICLE 23 – VOLUNTEERS

In an effort to balance the need for reliable public workers and provide opportunities for volunteers, the County and the Union agree that volunteers will not replace paid staff represented by the Union, but may support and extend the work of the County. The County and the Union agree that traditional volunteer usage prior to the effective date of this agreement may continue.

## **ARTICLE 24 – DELIVERY OF QUALITY PUBLIC SERVICES FOR COUNTY RESIDENTS**

### **Section 24.1 – Quality Public Service Unit Based Teams (UBTs)**

The County recognizes engaging workers in designing and implementing their work can create a healthy work environment that can improve and sustain delivery of quality and efficiency of public services.

The County shall work with the Union to implement, support, and expand Unit Based Teams in the Health and Hospital System. The parties agree to implement, support and expand additional UBTs in Social Services Agency, Department of Revenue, Library, Department of Environmental Health, Vector Control, 911 Dispatchers, Planning Department, Parks and Recreation, County Clerk-Recorder's Office, Registrar of Voters, Tax Collector, Facilities and Fleet and Procurement. Other Unit Based Teams may be established by mutual agreement of the Administration of an Agency or Department and the Union.

A Unit Based Team's scope of work may include any or all of the following:

- Day to day operations
- Performance improvement
- Implementing key initiatives

A Unit Based Team shall be defined as a natural work group of frontline workers and managers who work collaboratively to solve problems, improve performance, and enhance quality for measurable results. The Unit Based Team shall use the rapid improvement model or any other mutually agreed upon improvement model to execute the work of the team.

The County and Union recognize that including other County Labor Organizations, where applicable and necessary, is the desire of both parties.

Each Union participating in the Unit Based Team shall have the right to choose one (1) co-chair, one (1) co-sponsor, and participants in the Unit Based Team to represent the Union. Each Union shall have the right to replace its co-chairs and co-sponsors.

A Unit Based Team's scope of work does not include: Labor Relations, Contractual Issues (i.e. SEIU Local 521 Contract, Departmental Agreements, or any other agreements) or Meet and Confers.

A Department or Agency and the Union who agree to start a new Unit Based Team shall meet to establish an oversight process for resolving issues that may arise in the course of the Unit Based Team.

A worker who is a participant in a Unit Based Team in his/her own department shall be given release time for the time he/she is participating in the Unit Based Team. A worker may participate in a Unit Based Team that is in a department other than his/her own department on release time with prior approval of his/her supervisor.

## ARTICLE 25 – CONFLICT OF INTEREST

Workers are to abide by all applicable Federal, State and Local Statutes or contract requirements regarding conflict of interest in outside employment. Workers intending to engage in outside employment shall file an advance statement of such intent for the approval of the appointing authority.

## ARTICLE 26 – STRIKES AND LOCKOUTS

~~During the term of this Agreement, the County agrees that it will not lock out workers and the Union agrees that it will not engage in any concerted work stoppage. A violation of this Article will result in cessation of Union dues deduction by the County.~~

~~If a worker represented by Local 521 is expected to cross a picket line set up due to a labor dispute sanctioned by the Central Labor Council and if the crossing of that picket line is in conflict with the worker's conscience, the County Executive and his/her staff will meet, if requested, within twenty four (24) hours with Local 521 and attempt to reassign said worker in a manner which retains County services and does not result in disciplinary action against the worker.~~

During the term of this Agreement the County will not lock out the employees who are covered by this Agreement. The Union and Union-represented employees, both individually and collectively, shall not organize, carryout, cause, encourage, or condone any job actions, such as strikes, work stoppages, slowdowns, blue flu, sickouts, work-to-rule, sit-ins/sit-downs, intermittent strikes, partial strikes, sympathy strikes, or secondary actions such as refusing to cross picket lines or any other individual or concerted refusal to render services (including refusal to work overtime or any other curtailment or restriction of work at any time) or to obstruct efficient operations of the County, collectively ("Strike Activity") by Union-represented employees during the term of this Agreement.

If the Union learns that bargaining unit employees intend to engage in Strike Activity, either through notice from the County or through other means, the Union will send a notice to all bargaining unit employees, with a copy to the Labor Relations Director, indicating: (1) the Strike Activity is not authorized or supported by the Union; and (2) Strike Activity may violate County or Departmental rules and result in disciplinary action. The Union shall take all other steps reasonably necessary to induce employees to cease any and all Strike Activity.

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**NEW ARTICLE**  
**MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all inherent managerial rights and managerial past practices are retained and vested exclusively with the County. This includes the right to reprimand, suspend, discharge, or otherwise discipline employees; to determine and revise the number of employees to be employed; to hire employees, and assign and direct their work; to promote, demote, transfer, lay off, recall to work; to train, retrain, and to test and determine their ability; to contract out bargaining unit work to meet operational and patient needs; to set and revise standards of work quality; to determine and change the equipment to be used and operated; to determine and change the staffing methods, means, and facilities by which operations are conducted; to control, regulate, delete or change the use of machinery, facilities, equipment and other property of the County and operating procedures pertinent thereto with the County providing employee training and education on operation of any new machinery and equipment; to schedule and reschedule work, jobs, and assignments; to introduce new or revised equipment and/or service or services; to determine the number, location and operation of bargaining unit work; to establish and revise safety standards; to conduct performance reviews of employees; to issue, amend and revise policies, rules, regulations, and practices not inconsistent with the specific terms of this Agreement; and to assure continuous performance of the unit's work. The enumeration of the above Employer's prerogatives shall not be deemed to exclude its other prerogatives not herein listed in this section.

**Management Rights Continue after Contract Expiration**

The terms of this Article survive contract expiration and remain in force until the execution of a successor memorandum of agreement.

(The County views this proposal to be codifying in the MOA the County's existing management rights and not as a change to the status quo.)

(-)

## ARTICLE 27 – FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the County and its Departments and the Union. This Agreement supersedes all previous memoranda of understanding or memoranda of agreement between the County and its Departments and the Union except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the County, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by Management direction.





## ARTICLE 29 – IMPLEMENTATION

It is understood by the County and the Union that to fully implement this Agreement it will be necessary for the County to amend several existing County ordinances, some of which require the approval of the County Personnel Board, so that such ordinances will not conflict with the provisions of this Agreement. The County and the Union agree to cooperate to secure the enactment of such ordinances.

TERM OF AGREEMENT

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This Agreement shall become effective only upon approval by the Board of Supervisors and for the units listed in Article 1 upon ratification by the individual unit as listed, and shall remain in full force and effect from ~~March 9, 2020~~TBD to and including ~~June 25, 2023~~TBD and from year-to-year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to ~~June 25, 2023~~June TBD, or any subsequent ~~June 25~~June TBD, of its desire to terminate this Agreement or amend any provision thereof.

Blank lined area for signature or notes.

HEALTH CARE COST CONTAINMENT COMMITTEE

DATED: 5-22-12


SANTA CLARA COUNTY

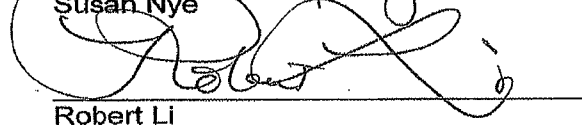
  
Sandra J. Poole

  
Sabahete Kraja

  
Peter Ng

SEIU LOCAL 521

  
Susan Nye

  
Robert Li

