

Negotiations between Service Employee International Union, Local 521 and
County of Santa Clara
Master Table

DATE: May ⁴ , 2023
TIME: _____

ARTICLE 3 3.8	UNION SECURITY <i>Third-Party Requests</i>	UP 4/14/23 TA MP 5/2/23
ARTICLE 4 4.1 (a)	OFFICIAL REPRESENTATIVES, STEWARDS AND NEGOTIATING COMMITTEE <i>Official Representatives - Meeting with Management</i>	UP 4/14/23 TA MP 5/2/23
ARTICLE 6 6.11	PERSONNEL ACTION <i>Performance Appraisal Program</i>	SEE ATTACHED TA MP 4/14/23
ARTICLE 7	PAY PRACTICES	UP 4/14/23
ARTICLE 8	HOURS OF WORK, OVERTIME, PREMIUM PAY	UP 4/14/23
ARTICLE 9.3	SAFETY SHOES	SEE ATTACHED
ARTICLE 10	HOLIDAYS	UP 4/14/23
ARTICLE 12 12.7 12.11	LEAVE PROVISIONS <i>OTHER FAMILY LEAVE</i> <i>BEREAVEMENT LEAVE</i>	UP 5/2/23 <i>NO CHANGE – CCL</i> <i>NO CHANGE – CCL</i>
ARTICLE 13	BENEFIT PROGRAMS	SEE ATTACHED
ARTICLE 15	PERS	TA – MP 5/2/23
ARTICLE 19	GRIEVANCE PROCEDURE	NO CHANGE – CCL
ARTICLE 20	CLASSIFICATION	TA – MP 5/2/23
Article 21	RE-ORGANIZATION	NO CHANGE CCL
ARTICLE 24	DELIVERY OF QUALITY PUBLIC SERVICES FOR COUNTY RESIDENTS	TA – MP 5/2/23
ARTICLE 26	STRIKES AND LOCKOUTS	NO CHANGE CCL
NEW	MANAGEMENT RIGHTS	NOT INTERESTED

TERM OF AGREEMENT	OPEN
APPENDIX A – SALARY SCHEDULE	Open
APPENDIX K – CONTRACTING OUT	UP 4/14/12
APPENDIX L – EXTRA HELP AND INTERMITTENT WORKERS	UP 4/14/23
APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES	UP 4/14/23
Side Letter Regarding Classification and Staffing (Including Vacancies)	Reject Co. Proposal No Change – CCL
Side Letter on Educational Leave Support Program Committee	OPEN
Side Letter Agreement on 2020 Lump Sum (CalPERS)	TA MP 4/20/23
Side Letter Agreement on Deferred Compensation Committee	UP 4/25/23

ALL OTHER ARTICLES NOT SPECIFICALLY MENTIONED ABOVE WILL BE NEGOTIATED AT A LATER DATE OR WILL REMAIN AS UNION'S POSITION IN IT'S INITIAL PROPOSAL, NO CHANGE OR HAVE BEEN T.A.'D. UNION RESERVES THE RIGHT TO MODIFY AND/OR AMEND IT'S PROPOSALS.

Master Table Union Counter Proposal – 5/4/23

@ 9.38A

Section 3.2 – Union Deductions [Holding to UP 4/14/23]

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.~~ The County shall include the membership form in the new hire packet/portal for workers.

Section 3.4 – Union Notices and Activities [Union Not in Agreement - Holding to CCL]

Section 3.7 – New Worker Orientation [Holding to UP 4/14/23 and continue discussing]

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

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.

Each new employee as part of their orientation, shall be required to attend a mandatory one (1) hour session within the first half of every new employee orientation during regular work hours and onsite, within the first thirty (30) of hire. The County and the Union agree to schedule Union orientations, on a bi-weekly basis at locations determined to have equitable geographic access and limit drive times. Dates and times of the orientations may vary to accommodate the different needs of employees such as varying shifts and regularly scheduled days off. The Union shall determine the date, time and location of where they are held on the first day of the start of each pay period.

The session shall be conducted by Such Representatives designated by the Union. Each employee must sign that they attended and failure to attend will carry the same consequence as if they missed any other part of new employee orientation. The Union

may conduct a one (1) hour session once per quarter for employees who were unable to attend in-person new employee orientations within the first thirty (30) calendar days of hire. ~~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 expected SEIU represented employees scheduled to attend, at least two (2) business days in advance of the orientation. 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.

With the exception of the Health and Hospital and the Social Services Agency, there shall be no more than fifty (50) workers scheduled to attend each New Employee Orientation. The parties agree to schedule multiple sessions if needed.

The County shall provide the Union with electronic notification of the name, job title, department, work location, home and cell phone numbers, home address, and personal and work e-mail addresses of any newly hired employee within seven (7) days of the date of hire.

Workers shall be paid for their travel time to attend orientations. Paid travel time is in addition to the paid time for the actual 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	- 4 <u>2</u> Representatives Released
26-50 Workers	- 2 Representatives Released
51-75 Workers	- 3 Representatives
Released 76 or more Workers	- 4 Representatives Released

If a worker is unable to attend their scheduled orientation due to being on a hybrid schedule (remote work) and/or due to a leave (example: sick, leave of absence, vacation), such worker shall be invited and scheduled to attend by the County the next regularly scheduled orientation. The County shall be responsible for securing the room including ensuring sufficient tables and chairs are available.

Section 3.8 Third Party Requests - [Agree to 4/14/23 County Proposal - TA]

Master Table Union Proposal –5/4/23

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 [Holding to UP 4/14/23]

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/Union representative to handle the initial investigation of the grievance. The parties agree that in handling grievances, the worker and Steward/Union Representative will use only the amount of time necessary to handle the grievance.

e) Dignity and Professionalism in the Workplace

1. The Union and the County are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse, bullying and intimidation and to promote dignity for all workforce members.
2. The Union and the County agree to work together to develop a training program open to all managers and SEIU Local 521 represented workers through Article 12.9 (b) County Wise Classes and/or other sourced of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse, bullying in the workplace and create awareness of its negative impact in the workplace.
3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse and bullying in the workplace in a timely manner.
4. The County is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse and bullying in the workplace.

Master Table Union Counter Proposal –5/4/23

@10:12A

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~~ or Investigators shall not be involved in the selection of a steward, union worksite organizer or other representative.

The County shall complete all investigations within fifteen (15) working days of County knowledge of the occurrence or the incident. Proposed Discipline, if any shall be noticed to the worker no later than thirty (30) working days of completion of the investigation.

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.

3. The County shall complete all investigations within fifteen (15) working days of County knowledge of the occurrence or the incident. Proposed Discipline, if any shall be noticed to the worker no later than thirty (30) working days of completion of the investigation.

Section 6.3 – Philosophy on Discipline [Holding to UP 4/14/23]

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 in accordance with Merit System Rule A25.301 and A25.302.

Coaching, mentoring, verbal counseling or written counseling will identify the expectations of 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.

Education-Based Discipline (EBD) is offered when an employee must serve a suspension from duty as a result of some type of policy violations, but rather than serving the suspension days at home with a loss of pay, some or all of those days can be substituted for a relevant training class or classes. Participation in the program is voluntary for the employee.

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

Section 6.11 – Performance Appraisal Program [Agree with 4/14/23 County Proposal - TA]

Section 6.12 – Personnel Files [Holding to CCL Pending clarification]

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 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 ~~five~~ twenty percent (~~15~~ 20%) 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 Re-assignments/Transfers [Holding to UP 4/14/23]

Temporary Are-assignments/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 re-assign/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 re-assignment/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~~ thirty (30) business days prior to ~~of any planned~~ Administrative Re-assignment/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. Re-assignment/Transfers necessary to comply with provisions of the Americans with Disabilities Act shall not be governed by this section.
4. Re-Assignment/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.

- 4.5. Temporary administrative Re-assignment/Transfers are limited to thirty (30) business days and thereafter workers shall be returned to their regular work location prior to any temporary assignment.

Section 6.15 – Minimum Qualification Application – NO CHANGE CCL

(New) 6.16- Promotional Transfers [Holding to UP 4/14/23]

Should the employer seek to fill a vacancy that is the entry level of a classification series, or not part of a classification series, the vacancy shall be posted on the County intranet (internal) website at connect.sccgov.org and County internet (external) website at www.sccjobs.org as promotional opportunity. The vacancy shall be posted at the beginning of a pay period, and will remain open for a minimum of one (1) pay period.

Master Table Union Counter Proposal – 5/4/23

ARTICLE 7 – PAY PRACTICES

Section 7.1 – Salaries and Payments [Holding to UP 4/14/23]

~~Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), all salaries shall be increased by three percent (3.0%) and shall be listed in the appendices attached hereto and made a part hereof.~~

Effective June 15, 2023⁰, Pay Period 20/14, all salaries shall be increased by three-nine percent (3.9%) and shall be listed in the appendices attached hereto and made a part hereof.

Effective June 14, 2024¹, Pay Period 21/13, all salaries shall be increased by three-nine percent (3.9%) and shall be listed in the appendices attached hereto and made a part hereof.

Effective June 13, 2025², Pay Period 22/13, all salaries shall be increased by three-nine percent (3.9%) 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.~~

- ~~b) A) An equity realignment for low-paid classifications for which the General Wage Increase and Unit Realignments will not result in a wage increase of at least \$2.00 for the Step 3 Rate of Classification, shall be made to coincide with the General Wage Increases listed in Section 7.1 above. 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.~~

e)b) _____

Section 7.2 – Basic Pay Plan [Holding to UP 4/14/23]

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) **Step Six (Retention Step – excluding Communications Dispatcher II, III & Senior Communications Dispatcher)**

The sixth step shall be paid after the accumulation of ten (10) years of County Service.

g) **County Communications Retention Steps**

- Effective July 1, 2023, a sixth step is established at approximately five percent (5%) above step five for the existing classifications of Communications Dispatcher II, III and Senior Communications Dispatcher. The sixth step shall be paid after the accumulation of twenty-four (24)

months of service in Step 5.

- Effective July 1, 2024, a seventh step is established at approximately five percent (5%) above step six for the existing classifications of Communications Dispatcher II, III and Senior Communications Dispatcher. The seventh step shall be paid after the accumulation of twenty-four (24) months of service in Step 6.

f)h) **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 [Agree with 4/14/23 County Proposal – TA]

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.

e) **Filling Part-Time Codes**

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 [Holding to UP 4/14/23]

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) Work time in Work Out of Class assignments shall be considered towards minimum qualifications for promotional purposes.

d) **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 [Holding to UP 4/14/23]

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 all shortage errors over the amount of one hundred dollars (\$100) in worker's paycheck, shall be provided to workers within two (2) working days after worker's written notification of discrepancy to Finance on the Manual Salary Justification form (or any successor form) provided by the County. This provision is to cover only those discrepancies above a net one hundred dollars (\$100.00). The County shall pay the shortage error to the worker within three (3) calendar days after the worker's notification to finance. A worker who failed to provide notification in the above indicated time limits, shall have the shortage error corrected at the next pay period.

Failure to pay shortage errors and/or pay retro-active wages/CalPERS contributions within two (2) working days shall result in penalties as outlined below:

- Five percent (5%) penalties if not paid by the next scheduled pay date;
- Ten percent (10%) penalties if not resolved by the second scheduled pay date;
- Fifteen percent (15%) penalties if not resolved by the third scheduled pay date
- Twenty percent (20%) penalties if not resolved by the fourth scheduled pay date
- Thirty percent (30%) penalties if not resolved by the fifth scheduled pay date
- Fifty percent (50%) penalties if not resolved by the sixth scheduled pay date

Any grievance regarding this Article shall be processed beginning with Step three (3) of the Grievance Procedure.

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.

Section 7.8 – High Vacancy Classification Retention Pay [Holding to UP 4/14/23]

Workers shall be paid six percent (6%) above the employee's base wage, when a vacancy rate over fifteen percent (15%) or (x) of employees that have worked within the classification for less than six (6) months within the classification and/or series exists. If at any time a worker vacates a high vacancy classification, the bonus shall be discontinued forthwith.

**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 [Holding to UP 4/14/23]

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

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

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

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

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

For hospital workers, overtime is defined as time worked beyond eighty (80) hours in a biweekly pay period, or beyond eight (8) hours in any workday except as 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 or differentials. The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

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

When overtime work is assigned and is authorized by an appointing authority to be worked, compensation for such time worked shall be time off with pay computed at the rate of one and one-half (1-1/2) hours off for every hour of overtime worked, except that such overtime work shall be paid in cash at the rate of one and one-half (1-1/2) times the regular hourly rate or holiday hourly rate, as applicable, when specifically authorized by administrative order of the County Executive. Compensation for such time worked beyond twelve (12) hours shall be paid either as time off with pay computed at the rate of two (2) hours off for every hour of overtime worked, or paid in cash at the rate of two (2) times the regular or holiday hourly rate, at the employee's option; when specifically authorized by the administrative order of the County Executive. Compensatory time off accruals/balance shall be limited to a maximum of two hundred and forty (240) hours or four hundred and eighty (480) hours for Communication Dispatcher I, II, III, and Complaint Center Dispatcher, Call Taker and Senior Communications Dispatcher.

All compensatory time off must be taken within twelve (12) months of the date the overtime was worked. Any balance remaining after twelve (12) months shall be paid in cash at the regular rate. Compensatory time balances shall be paid in cash on separation. 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. 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. Request for use of compensatory time shall not be unreasonably denied.

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

When overtime work is assigned and is authorized by an appointing authority to

be worked, compensation for such time worked shall be time off with pay computed at the rate of one and one-half (1-1/2) hours off for every hour of overtime worked, except that such overtime work shall be paid in cash at the rate of one and one-half (1-1/2) times the hourly rate of pay at the employee's request 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. In the event the worker is not approved to take compensatory time, the worker shall be paid the compensatory time that would be lost at the corresponding pay period. 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 in the unit first and then by offering to the most senior workers, followed by less senior workers assigned to the unit, until the list by seniority is exhausted. ~~who normally work such assignments.~~

G. Non-Voluntary Overtime

Non voluntary shifts whether chosen by the worker or assigned by management shall compensate worker for such time worked beyond the workers regularly assigned workshift shall be paid at the rate of three (3) times the regular or holiday hourly rate. Absent a Departmental Agreement, which shall prevail, the County shall request volunteers first, then Floaters or Extra Help.

Workers who have travel-related losses as a result of the non-voluntary overtime, shall be re-imbursed for all related costs to cancellation of pre-paid travel costs.

Section 8.3 – Work Schedules [Union withdraws – CCL]

- a) **Hours of Operation**

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

one (1) hour lunch periods may be established with starting and quitting times between 6:00 a.m. and 9:00 p.m.

b) **Alternate Hours Schedules**

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

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

1. **Negotiations**

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

2. **Impasse**

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[Holding to UP 4/14/23]

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.

For all workers who provide direct patient care or support direct patient care in a general acute care hospital, clinic or public health setting, workers shall be entitled to one (1) unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour. An employee working five (5) hours or less during a shift will not be provided a meal period. An employee working a double shift is entitled to an additional thirty (30) minute unpaid meal period.

With advanced written approval, a worker may waive their right to the second unpaid meal period if their total hours worked is no more than twelve (12) hours. A worker seeking to withdraw an approved waiver must give their supervisor or manager written notice as soon as feasible.

A worker who is scheduled to work and works at least eight (8) hours during a shift may, in accordance with past practice, combine an unpaid meal period with one (1) or two (2) of their paid rest breaks during that shift. Workers combining an unpaid meal period with one or more paid rest breaks will only be paid for the portion of time considered part of the employee's paid rest break(s).

A worker who is not provided one (1) or more meal period(s) or Paid Rest Break, is entitled to one (1) hour of additional pay at their regular rate of compensation or each workday the meal period is not provided. The maximum monetary remedy for any workday is two (2) hours of additional pay per one (1) continuous shift.

b) **Overtime Meals**

If a worker is assigned and works two (2) or more hours of overtime work contiguous to his/her regular work shift or is called in within three (3) hours of his/her scheduled quitting time and then works two (2) or more hours of overtime work, the County will pay a meal reimbursement of ~~fourteen~~ twenty (\$~~14~~20.00) dollars. Workers shall be provided an additional reimbursement as above for every seven (7) hour period of overtime completed thereafter. If a worker is called in after three (3) hours of his/her scheduled quitting time and if less than two (2) hours prior notice is given and the worker then works four (4) or more hours of overtime, then the County will pay a meal reimbursement of ~~fourteen~~ twenty (\$~~14~~20.00) dollars.

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

c) **County Facilities**

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

d) **Meal Rates**

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

Section 8.5 – Rest Periods [Holding to UP 4/14/23]

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.

For all workers who provide direct patient care or support direct patient care in a general acute care hospital, clinic or public health setting, for every four (4) hours of work or major fraction thereof, the worker is entitled to a fifteen (15) minute rest period.

An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior approval, combine up to two (2) paid rest breaks together during that shift, for a combined, continuous paid rest break of thirty (30) minutes.

A worker who is not provided one (1) or more meal period(s) or Paid Rest Break, is entitled to one (1) hour of additional pay at their regular rate of compensation or each workday the meal period is not provided. The maximum monetary remedy for any workday is two (2) hours of additional pay per one (1) continuous shift.

Section 8.6 – Clean-up Time [Holding to UP 4/14/23]

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 1) Five (5) minutes before first break, meal period and second break; and 2) Fifteen (15) minutes at shift end.

Section 8.7 – On-Call Pay [Holding to UP 4/14/23 – note correction]

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- forty-fivedollars~~ (\$~~45~~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 or required to be on standby duty within the same 24 hour-period when assigned to the Santa Clara Valley Health and Hospital System.

R78 Anesthesia Technician

R2V ASSOCIATE CARDIO INTERVENTIONAL TECHNOLOGIST

R2W CARDIOVASCULAR INTERVENTIONAL TECHNOLOGIST

S9J CARDIAC SONOGRAPHER I

S9H CARDIAC SONOGRAPHER II

S9G CARDIAC SONOGRAPHER III

R8C DIAGNOSTIC IMAGING TECH I – FLUOROSCOPY

R8D DIAGNOSTIC IMAGING TECH I – MAMMOGRAPHY

R8E DIAGNOSTIC IMAGING TECH I – COMPUTED TOMOGRAPHY

R8F DIAGNOSTIC IMAGING TECH I – CT/MAMMO

R8G DIAGNOSTIC IMAGING TECH I – CLINICAL INSTRUCTOR

~~R88 Diagnostic Imaging Technician II~~

R8B DIAGNOSTIC IMAGING TECH II – COMPUTED TOMOGRAPHY

R2X INTERVENTIONAL RADIOLOGY TECHNOLOGIST

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

R2E Magnetic Resonance Imaging Technologist

R6A Magnetic Resonance Imaging Technologist-

Angio

R6C Magnetic Resonance Imaging Technologist-CT

P84 Obstetric Technician

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

S6A ULTRASONOGRAPHER I – A

S6B ULTRASONOGRAPHER I – B

S6C ULTRASONOGRAPHER I – C

~~S29~~ Ultrasonographer II

S9A ULTRASONOGRAPHER II – A

S9B ULTRASONOGRAPHER II – B

S9C ULTRASONOGRAPHER II – C

S9D ULTRASONOGRAPHER II - D

Y04 Medical Social Worker I

Y0E Medical Social Worker I – U

Y03 Medical Social Worker II

Y0D Medical Social Worker II-U

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

d) **Notification to Union**

Should any other ~~classifications~~ 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/Mobile Devices**

Beepers/Mobile Devices shall be provided to all workers, who request them,

when placed on on-call status. Such devices shall not be utilized for tracking employees and punitive discipline.

Section 8.8 – Non-Contiguous Overtime Guarantee [Holding to UP 4/14/23]

A. Call Back Pay

If a worker has been called in from an assigned on-call duty under Section 8.7 (C) or those situations where workers are recalled to work when not previously placed on an on-call status, all hours worked shall be credited to the worker at overtime rates, one and one half (1 ½) times for regular work and two and one-half (2 ½) times on holidays. This is in addition to On-Call Pay as outlined in Section 8.7.

Travel time to return to the worksite is considered as Call Back time worked and paid accordingly.

A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation.

A.—If overtime work does not immediately follow or precede the regular work shift, a minimum of four (4) hours ~~overtime-call-back time pay~~ shall be credited to the worker at overtime rate of one and one half (1 ½) times for regular work and two and one-half (2 ½) times on holidays. ~~Workers in the following classes are not eligible for the four (4) hour minimum if the worker has been called in from assigned on-call duty under 8.7(c):~~

B.—

C. ~~R78 — Anesthesia Technician~~

D.—

E. ~~R88 — Diagnostic Imaging Technician II~~

F.—

G. ~~S85 — Licensed Vocational Nurse, when acting in lieu of S23 Operating Room Technician~~

H.—

I. ~~S23 — Surgical Technician R27 Pharmacist~~

J. ~~P40 — Pharmacist Specialist~~

K.—

L. ~~R15 — Respiratory Care Practitioner~~

M.—

N. ~~R54 — Respiratory Therapy Inservice Coordinator S30 — Ultrasonographer I~~

O. ~~S29 — Ultrasonographer II~~

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

Q.—

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

A worker is credited with a guaranteed four (4) hour minimum under this section for each occurrence of non-contiguous overtime during a scheduled shift, except that a worker shall not be credited with an additional four (4) hour guaranteed minimum nor will the worker be required to remain at the worksite regardless of length of time needed to complete the call-back assignments, until the original four (4) hours has elapsed.

Section 8.9 – Evening/Night Shift Differential [Holding to UP 4/14/23]

a) **Evening Shift Differential**

An evening shift differential of three dollars and ninety-seven (\$3.97~~00~~) 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, 2024~~0~~ Pay Period 20/14, the evening shift differential will be increased to three-four dollars and thirty fourteen-cents (~~\$3.14~~ 4.30). Effective June 14, 2025~~1~~, Pay Period 21/13, the evening shift differential will be increased to fourthree dollars and sixty-three ~~thirty-nine~~-cents (~~\$3~~ 4.63~~9~~). ~~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-five dollars and six cents (~~\$5.06~~4.00) per hour shall be paid to workers for each hour worked after 11:00 p.m. and prior to 7:30 8:00 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 ~~8:00~~ a.m. Effective June 15, 2024~~0~~, Pay Period 20/14, the night shift differential will be increased to four-five dollars and forty-eight ~~urteen~~ cents (~~\$5.48~~4.14). Effective June 14, 2025~~1~~, Pay Period 21/13, night shift differential will be increased to four five dollars and ninety thirty-nine cents (~~\$5.90~~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) **Weekend Shift Differential**

A weekend shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid to all workers for each hour worked on a Saturday or Sunday. For the purposes of this section, a weekend shift is defined as working any hours between Saturday 12:01a.m. through Sunday 11:59 p.m.

e)d) **Regularly Scheduled Shifts**

A worker shall not be paid two different shift differential rates during a regularly scheduled shift, except for a weekend differential application. 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)e) **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, except for weekend shift differential application. (Total hours worked is the basis used for computing eligibility for the differential.)

f) **Health and Hospital System, Behavioral Health and Custody Health Float Pay**

If an assignment outside of the worker's assigned worksite is required, the County shall request volunteers first before making an involuntary float assignment from one worksite to another site for like work. If a worker is required to float, the worker shall receive two dollars and fifty cents (\$2.50) per hour for such assignment. Mileage shall apply pursuant to Article 16.2.

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

h)j) 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 [Holding to UP 4/14/23]

On recommendation of the appointing authority and the Director of Personnel, the County may approve payments of ~~one two hundred fifty~~ fifty ~~seventy~~-dollars (\$~~250~~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 [Holding to UP 4/14/23]

- a) The County agrees to establish a Voluntary Reduced Work Hours Program for full- time workers represented by the Union. The purpose of the Program is to reduce work hours and a commensurate amount of pay on a voluntary basis.
- b) Workers may elect a two and one-half percent (2 1/2%), five percent (5%), ten percent (10%), or twenty percent (20%) reduction in pay for a commensurate amount of time off for a six (6) month period. Admission to the plan will be at six (6) month intervals - pay period 5 and pay period 18. The parties shall meet and agree upon the beginning date for the Program.
- c) All persons in the Program will revert to their former status at the end of six (6) months. If a worker transfers, promotes, demotes, terminates, or in any other way vacates or reduces his/her present code, he/she will be removed from the Program for the balance of the six (6) month period.
- d) Workers who wish to voluntarily reduce their work hours may submit a written request to their immediate supervisor within the designated window period. Supervisors must issue a written response to the worker within five (5) working days. If the request is being denied, the specific reason for denial will be included in the response. Copies of this shall be delivered by mail to the Union and the designated Chief Steward.
- e) If the worker is not satisfied with the decision, he/she may, within five (5) working days after receipt of the supervisor's response, submit a written request to the ~~Department~~ Director of Employee Services Agency for a meeting to make a verbal appeal.
- f) It is agreed that the ~~Department~~ Director of Employee Services Agency 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 of Employee Services Agency 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

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 [Holding to UP 4/14/23]

a) **Coverage**

Tier 1 –

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

Tier 2 - High Risk Environmental Risk Pay

The workplaces covered by this parti-time differential are working environments and community based assignments where workers are placed at risk and/or working alone of the following facilities/classifications:

1. Scattered Homes (Social Services)
2. Evans Lane
3. Behavioral Health Urgent Care
4. MHSA Motel
5. Valley Homeless Health Program
6. Public Health Nurses performing home visits and field assignments
7. Hall of Justice (Misdemeanor Arraignment Court)

b) **Full Time Payment**

A premium of one dollar and ~~twenty-sixty-five~~ cents (\$1.~~265~~) 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, holiday work 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).

Effective June 13, 2024~~2~~ Pay Period 22/13 Hazard Duty Pay will be raised by ~~fifteen-~~ twenty-five cents (\$0.~~125~~) to one dollar and ~~forty-ninety~~ cents (\$1.4~~90~~).

c) **Part Time Payment**

A premium of one dollar and ~~twenty-fifty-two-five~~ cents (\$1.~~252~~) 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, 2024~~2~~ Pay Period 22/13 Hazard Duty Pay will be raised by ~~fifteen-~~ thirteen cents (\$0.~~135~~) to one dollar and ~~forty-ninety~~ cents (\$1.4~~90~~).

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 [Holding to UP 4/14/23]

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. Telework benefits employee, the County and the public that we serve. Benefits include:

- Decreased energy consumption, air pollution, traffic and parking congestion
- Recruitment and retention of highly qualified employees
- Increased productivity
- Reduced employee absenteeism
- Efficient use of County resources, including office space
- Greater flexibility for employees and departments
- Improved employee morale and job satisfaction
- Reduced employee commute time and costs
- Improved Work life balance
- Ability to function during an emergency.
- —

The telework program is designed to continue telework to be made available to all County employees whose work has proven to be completed efficiently and effectively through telework and is intended to provide mutual benefit to both employee and the County. The County shall maintain an equitable teleworking program for workers in SEIU 521 represented classifications. The County shall provide training for supervisors and workers who meet the criteria for participating in the program.

The Union shall have the right to meet and confer over any proposed changes or development of ~~to~~ the telework program at the Departmental/geographical level.

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. The supervisor/Department Head must make a reasonable assessment in determining if telework is feasible by fairly evaluating the requester's job functions.

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~~ Department'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~~ For approval to be given, an employee must meet all eligibility 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
- In the event an eligible employee was subjected to disciplinary action within the past six (6) months from the date of the request and has successfully taken corrective action, employee shall be deemed as 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~~ will 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
- Employee and supervisor agree in writing on a teleworking arrangement, which is approved in writing by the department head or designee.
- If the teleworker participating in the teleworking program fails to conform to the program criteria, the teleworking privileges may be revoked.

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.~~

Telework Request/Denials

- If a telework request is denied, the requester may appeal the decision, within five (5) working days after receipt of a written notification of the denial. The requester may submit a written request to the Director of the Office of Sustainability for a meeting to make a verbal appeal.
- It is agreed that the Director of the Office of Sustainability or his/her direct report, will arrange a meeting with the worker within five (5) working 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 Director of the Office of Sustainability 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.

MASTER TABLE UNION COUNTER PROPOSAL – 5/4/23

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. Uniforms allowance shall be payable to the following classes:

V57 Animal Control Officer
N95 Assistant Chief Engineer
V5H Senior Animal Control Officer
G74 Custody Support Assistant
V42 Estate Property Specialist
M11 Fleet Maintenance Scheduler (Sherriff Office only)
N96 ~~Hospital~~ Stationary Engineer
N93 Stationary Engineer (FAF)
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
U9Z 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.
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. 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
N93 Stationary Engineer (FAF)
~~N95 Sr. Hospital~~ Stationary Engineer
N95 Assistant Chief 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 [Union Agrees to 5/4/23 County Proposal – TA[

Section 9.3 – Safety Shoes [Union Agrees to 5/4/23 County Proposal with revisions]

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
Emergency Vehicle
Equipment Installer
Engineering Technician
I/II/III
Environmental Technician
Estate Property Specialist
Facility Maintenance Rep
Field Survey Technician Series
Fleet Maintenance Scheduler (Sherriff Office Only)
Fleet Parts Coordinator
Fleet Services Assistant Mechanic
Fleet Services Modification Mechanic
Fleet Services Mechanic
Food Service Worker I/II
Food Service Worker/Correction
Gardener
General Maintenance Mechanic Series
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~~ Assistant Chief
 Stationary Engineer FAF
~~Stock Clerk Series~~
~~Storekeeper Series~~ Material Supply Specialist
 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.

ARTICLE 13 – BENEFIT PROGRAMS

MASTER UNION COUNTER PROPOSAL – 5/4/23

Section 13.1 – Workers' Compensation [HOLDING TO CCL]

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 - Union Rejects County proposal - No Change CCL**

The County has established a program to return workers with temporary disabling occupational injuries or illnesses to modified duty within the County as soon as medically practical. ~~Ppursuant 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: Union Agrees to Delete language~~

~~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 - Union rejects proposal – No Change CCL**
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: Union Agrees to delete this Section per County Proposal~~

~~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 [UNION AGREES WITH 5/2/23 COUNTY PROPOSAL – TA**

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

4. ~~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 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.

- a) **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.
- b) **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.

c) **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.

d) **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.

e) **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.

f) **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.

g) **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.