

@ 4:00P

Master Table Union Counter Proposal – 5/9/23

ARTICLE 7 – PAY PRACTICES

Section 7.1 – Salaries and Payments

~~Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), 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, 2023~~0~~, 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, 2024~~1~~, Pay Period 21/13, all salaries shall be increased by three nine eight and one-half percent (3.9- 8.5%) and shall be listed in the appendices attached hereto and made a part hereof.

Effective June 13, 2025~~2~~, Pay Period 22/13, all salaries shall be increased by three nine eight and one-half percent (3.9-8.5%) 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~~ Union moves to CCL 5/9/23]

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.

~~e) 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) ~~Storage 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 ITP 4114733]~~

~~Workers shall be paid six percent (6%) above the employee's base wage, when a vacancy rate (vacant, funded positions only), 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 leaves a high vacancy classification, the bonus pay shall be discontinued forthwith.~~



Master Table Union Counter Proposal -5/9/23

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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 thirty (30) calendar days of County knowledge of the occurrence or the incident. Recommended Discipline, if any shall be noticed to the worker no later than fifteen (15) working days from 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 ~~fifteen~~ 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 Re-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~~ 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 May be addressed with the Transfer side table continuing discussion]

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.