

County of Santa Clara Proposal No. 10 to SEIU Local 521 – APT Unit
Dated: June 28, 2023, at _____

APPENDIX E – ADMINISTRATIVE, PROFESSIONAL, AND TECHNICAL UNIT

E.1 – Salaries

Salaries shall be identified by job code on the salary table (Appendix A):

The County is holding to its May 24, 2023, proposal with the following changes:

Add Associate Crisis Intervention Specialist (R6F) – HOLD to County proposal dated June 7, 2023.

Add Crisis Intervention Specialist (R6E) – HOLD to County proposal dated June 7, 2023.

Please see attached package proposal dated June 7, 2023, regarding the Victim/Witness Advocate, Senior Victim/Witness Advocate, Victim/Witness Claims Specialist, and Senior Victim/Witness Claims Specialist, and the following as part of that package: – HOLD to County package proposal dated June 7, 2023.

Retitle the Victim/Witness Advocate (D6G) to Victim Advocate (D6G)

Retitle the Senior Victim/Witness Advocate (D6H) to Senior Victim Advocate (D6H)

Retitle the Victim/Witness Claims Specialist (D6J) to Victim Claims Specialist (D6J)

Retitle the Senior Victim/Witness Claims Specialist (D6K) to Senior Victim Claims Specialist (D6K)

Add Sterile Processing Technician I (S68) – Both parties agree to add this classification to this section.

Youth Engagement Specialist (D20) (County Agrees with SEIU proposal to move from APT to SSU)

Medical Social Worker I (Y04) (Parties agree with County proposal to move from SSU to APT)

Medical Social Worker II (Y03) (Parties agree with County proposal to move from SSU to APT)

Managed Care Intake Coordinator – VHP (D3F) – TA - County in agreement to move classification to Clerical Unit.

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New language is underlined.
Deleted language is struck through.
Current contract language is CCL.

Realignments: Remove the 2020 realignments. County proposes the following realignments.

JOB CODE	CLASSIFICATION	REALIGNMENT
C35	BUYER ASSISTANT	0.5%
C33	BUYER I	0.5%
C32	BUYER II	0.5%
C31	BUYER III	0.5%
R21	CLINICAL DIETITIAN I	2%
R2L	CLINICAL DIETITIAN II	2%
V69	CRIMINALIST I	3%
V68	CRIMINALIST II	3%
V67	CRIMINALIST III	3%
R3D	DOSIMETRIST	2%
E4J	ELECTRONIC RESOURCES LIBRARIAN	1%
V21	HAZARDOUS MATERIALS TECHNICIAN	2%
S95	HOSPITAL SERVICES ASSISTANT I	1%
S93	HOSPITAL SERVICES ASSISTANT II	1%
J64	LIBRARIAN I	1%
J63	LIBRARIAN II	1%
P97	MARRIAGE & FAMILY THERAPIST I	3%
P96	MARRIAGE & FAMILY THERAPIST II	3%
H93	MEDICAL ASSISTANT	0.5%
R2E	MAGNETIC RESONANCE IMAGING (MRI) TECHNOLOGIST	2%
R6C	MAGNETIC RESONANCE IMAGING (MRI) TECHNOLOGIST - CT	2%
R6A	MAGNETIC RESONANCE IMAGING (MRI) TECHNOLOGIST - ANGIO	2%
R2C	OCCUPATIONAL THERAPY ASSISTANT II	1%
S9T	PATIENT TRANSPORTER	2%
R2S	PHARMACY DATA SPECIALIST – VHP	2% - TA to County Proposal Dated June 7, 2023
R69	PHYSICAL THERAPIST ASSISTANT I	1%
R64	PHYSICAL THERAPIST ASSISTANT II	1%
Y42	PSYCHIATRIC SOCIAL WORKER I	3%
Y41	PSYCHIATRIC SOCIAL WORKER II	3%
S88	PSYCHIATRIC TECHNICIAN I	1%
S87	PSYCHIATRIC TECHNICIAN II	1%

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P9E	PSYCHOLOGIST	3%
P9F	PSYCHOLOGIST – NEURO SERVICES	3%
S23	SURGICAL TECHNICIAN	2% - TA to County Proposal Dated June 7, 2023
R48	THERAPY TECHNICIAN	2%
S9A	ULTRASONOGRAPHER II-A	0.5%
S9B	ULTRASONOGRAPHER II-B	0.5%
S9C	ULTRASONOGRAPHER II-C	0.5%
S9D	ULTRASONOGRAPHER II-D	0.5%
D6G	VICTIM ADVOCATE (part of package proposal dated June 7, 2023)	6%
D6J	VICTIM CLAIMS SPECIALIST (part of package proposal dated June 7, 2023)	6%

E.2 – Salary Alignments – - The County proposes the following package proposal for Section E.2. This package proposal must be accepted in its entirety, or the package is withdrawn.

a) Investigator Salaries

~~The following classifications, during the term of this Agreement, shall continue the existing alignment with the appropriate classes in the Deputy Sheriff and District Attorney Investigator Units.~~

~~Investigator Assistant
Public Defender Investigator I
Public Defender Investigator II
Medical Examiner Coroner Investigator
Deputy Fire Marshal
Rehabilitation Officer I
Rehabilitation Officer II~~

~~b) The following classification(s), during the term of this Agreement, shall continue the existing alignment with the appropriate classes in the Registered Nurses Professional Association (RNPA).~~

~~Physician Assistant Primary Care~~

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), the County will incorporate the 10% differential found in the May 2, 2023, Settlement Agreement/Sideletter Agreement (Attachment A) into the base

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rate of pay for the classifications listed in Section 5, below. The terms of the May 2, 2023, Settlement Agreement/Sideletter Agreement will terminate upon the changes in the preceding sentence taking effect, including termination of the 10% differential.

2. 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), Footnotes 271 and 272 (Attachment B) of the current County of Santa Clara, Master Salary Ordinance will be deleted concurrent with the actions described in Section 1, above.
3. 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), the County will provide a 1% realignment to the base rate of pay for the classifications listed in Section 5, below.
4. The intent and understanding of the parties are that the 10% differential referenced in the May 2, 2023, Settlement Agreement/Sideletter Agreement (Attachment A) and the Master Salary Ordinance, Footnotes 271 and 272 (Attachment B) terminate immediately prior to the incorporation of the 10% differential into the base rate of pay for classifications listed in Section 5, below.
5. Where applicable in Appendix A and E, add the below listed classifications.

Investigator Assistant (V88)

Public Defender Investigator I (V79)

Public Defender Investigator II (V78)

Medical Examiner Coroner Investigator (V85)

Deputy Fire Marshal (V97)

Rehabilitation Officer I (X92)

Rehabilitation Officer II (X91)

E.23 – Career Incentive Programs – TA to May 31, 2023, CP.

E.34 – Public Defender Investigator Overtime Work Assignments – TA CCL.

E.45 – Information Technology Training – TA CCL.

E.56 – Educational Leave Program - Training Program – TA to May 31, 2023, CP (add Psychiatric Technician I/Is).

E.67 – Weekend Off Provision – MAIN TABLE PROPOSAL 06/28/23

E.78 – Surgical. Technician Call Back Pay Option – TA CCL.

E.89 – LVN Practice Committee – TA CCL.

E.910 – Professional Pharmacy Practices Committee – TA CCL.

E.1011 – After-Hours Telephone Call Pay - MAIN TABLE PROPOSAL 06/28/23

E.1112 – Educational Certification Maintenance – Assessor – TA CCL.

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- E.1213 – Educational Release Time – TA CCL.
- E.1314 – In-Service Training – TA CCL.
- E.1415 – Education Reimbursement – TA CCL.
- E.1516 – Alternately Staffed Community Worker Positions – TA CCL.

E.1617 – Differentials

1. **Central Permit Differential – TA CCL.**
2. **Communications Dispatcher Differential – County counter-proposes CCL for sections a. and b. County rejects adding new section c., through new section d., in response to SEIU’s proposals.**
 - a. Communications Dispatcher I’s who are trained, certified, and assigned by the Department to provide Emergency Medical Dispatching services shall receive a differential of approximately 5% above that specified for regular positions in this class for each shift actually worked.
 - b. Communications Dispatcher I’s, II’s or III’s when assigned to instruct, observe, and evaluate an individual dispatcher or group of dispatchers will receive a differential of \$3.20, \$3.80, and \$4.00 respectively.
3. **Dental Assistant Differential – TA CCL.**
4. **Technology Services and Solutions (TSS) Department Night Shift Differentials – Parties TA to May 31, 2023, County Proposal.**
5. **Pharmacist Shift Differentials – TA CCL.**
6. **Pharmacy Technician Advanced Admixture Duties Differential – Parties TA to May 31, 2023, CP (increase from \$1/hour to \$2/hour).**
7. **BOE Advanced Appraiser’s Certificate Differential: Appraiser Series – TA CCL.**
8. **Respiratory Care Practitioner Shift Differentials – Hold.**
Respiratory Care Practitioners and Respiratory Therapy Services Specialists assigned to the evening shift and night shift in accordance with the provisions of Sections 8.9 a) and 8.9 b) of the master agreement shall be additionally compensated at the rate of four dollars (\$4.00) per hour for evening shift and **six five dollars and fifty cents (\$6.505.00)** per hour for the night shift.
9. **BOE Assessment Analyst Certificate and Advanced Assessment Analyst Certificate Differentials: Property Transfer Examiner & Exemption Investigator – TA CCL.**
10. **Sr. Construction Inspector Class A Instructor Certified Differential – TA CCL.**
11. **Deputy Public Guardian Conservator/Estate Administrator Differential – TA CCL.**

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12. **LVN/HSA Float Differential – Hold.**

a) Each LVN and Hospital Services Assistant will only float within like areas. The like areas are as follows:

1. VMC-Bascom:

- i. Medical-Surgical Units
4 Surgical, 24 Medical, 6 Medical, 2 Surgical, 3 Surgical
- ii. Newborn Intensive Care Unit
Pediatrics
Pediatric Intensive Care Unit
~~Mother Infant Care Center (MICC)~~
Family Baby Unit (FBU)
- iii. Surgical ICU
Medical ICU
Coronary Care Unit
Burn Intensive Care Unit
Trauma ICU
- iv. Progressive Care Unit 5 (5PCU)
- v. Acute Rehabilitation Unit 3 (3ARU)
Acute Rehabilitation Unit 4 (4ARU)
Respiratory Rehabilitation Unit 3 (3RRU)
- vi. Labor and Delivery (L&D)
- vii. Ambulatory Surgery Post Anesthesia Care Unit (ASPA) (relief only),
G.I. Suite at VMC
- viii. OPD
Clinics
- ix. Emergency Department (Not to float except in an emergency)
Express Care

2. O'Connor Hospital:

- i. Critical Care: Emergency Department, Intensive Care Unit, and Critical Care Unit

ii. Medical Surgical Units: Orthopedics, Progressive Care Unit, Oncology, Sub Acute, and Infusion Center

- b) If a float assignment outside like areas is necessary, management shall attempt to send volunteers from the unit to be floated from, prior to making an involuntary assignment. If an LVN, or Hospital Services Assistant is required to float outside of one of the like areas, she/he shall receive ~~of~~ eight dollars and twenty cents (\$8.20) per full shift or eighty-five cents (\$0.85) per hour for less than a full shift for such assignment. An LVN, or Hospital Services Assistant who requests to float in order to broaden her/his experience may put her/his name on a list, maintained by Nursing Administration, indicating where she/he requests to float. In this case, a differential shall not be paid.
- c) This section will not apply when one of the units is temporarily closed.
- d) Except in emergencies, (defined as a situation when reasonable efforts to float from like areas fail), no LVN, or HSA will be assigned to an area without having adequate orientation to that area. Adequate orientation will be determined by the Appointing Authority, who upon request, will review the orientation plan for an area with the Union.
- e) If Nursing Administration creates new nursing areas during the term of this Agreement, management and the Union shall meet and confer regarding their allocation to appropriate like areas as defined in this section.

- 13. **Criminalist Certification Differential Pay – TA CCL.**
- 14. **Therapy Certification Pay – TA to June 22, 2023, CP and June 20, 2023, UP.**
- 15. **Diagnostic Imaging Biopsy Differential – TA to May 31, 2023, CP (increase from \$2/hour to \$2.75/hour).**
- 16. **Diagnostic Imaging Technologist I Lightroom Coordinator Duties Differential – TA to May 24, 2023, CP.**
- 17. **Neuropsychology Differential – TA to May 24, 2023, CP.**
- 18. **Sterile Processing Certification Differential – TA to May 31, 2023, CP**
- 19. **Correctional Clinician Differential (Detention Services Premium) – Hold.**
Incumbents in the classifications of Marriage & Family Therapist I/II and Psychiatric Social Worker I/II, who are routinely and consistently assigned to work in the Elmwood Complex or the Main Jail will be compensated with a differential of five dollars and fifty cents (\$5.50) per hour above the employee's rate of pay for all hours in paid status.

Incumbents receiving the Correction Clinician Differential will not be entitled to receive Hazard Duty Pay as defined in Section 8.16 of the master pages of the MOA.

20. Therapy Technician Differential – TA to June 9, 2023, CP.

Please see County response to the following SEIU differential proposals:

Victim Witness Advocate Animal Handler Differential – See Draft Side Letter - HOLD

In response to SEIU’s proposals, County rejects adding the following SEIU differential proposals:

Diagnostic Imaging Technologist I, (DIT I) DIT II – Mammography Float Differential

E.1748 – Sterile Processing Technician Training and Education – TA CCL.

E.1849 – County Communications - Health and Wellness – TA CCL.

~~E.20 – Children’s Counselor Training Agreement to delete section per SEIU proposal dated May 19, 2023.~~

E.1924 – Dietetic Technician Meal Allowance – TA CCL.

E.2022 – Liability Protection – TA CCL.

E.2123 – Departments of Behavioral Health Services Clinician Quality of Patient Care Committee – TA CCL.

E.2224 – Alternately Staffed Diagnostic Imaging Technologist I (DIT I) Positions – TA CCL.

E.2325 – Lead Differential

a) Lead Role – TA CCL.

b) Lead Rotation – TA CCL.

c) Lead Differentials

Lead differentials are listed alphabetically by classification.

~~1. Agricultural Biologist Lead Differential - Agreement to delete section per SEIU proposal dated May 19, 2023.~~

2. Anesthesia Technician Lead Differential – TA CCL.

3. Behavioral Health Lead Differential – Hold.

Employees in designated positions in the classes of Psychologist, Psychosocial Occupational Therapist, Rehabilitation Counselor, Psychiatric Technician, Mental Health Community Worker and Community Worker, who perform lead duties shall receive ninety-five dollars (\$95.00) and employees in designated positions in the classes of **Crisis Intervention Specialist**, Marriage & Family Therapist II and

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Psychiatric Social Worker II who perform lead duties shall receive one hundred thirty five dollars (\$135.00) additional compensation each biweekly pay period provided they are:

- a. Assigned to a Community Mental Health Center, a unit in the Continuing Care Program in the Behavioral Health or Acute Psychiatric Services in Valley Medical Center and are
 - b. Assigned to "lead" a functional unit as defined by the Behavioral Health Department or Acute Psychiatric Services in Valley Medical Center and approved by the County Executive.
4. **Child Support Specialist Lead Pay – TA CCL.**
 5. **Deputy Public Guardian Conservator Lead Differential – TA CCL.**
 6. **Diagnostic Imaging Technologist I Lead Differential – TA CCL.**
 7. **Associate Cardiovascular Interventional Technologist, Cardiovascular Interventional Technologist, or Interventional Radiology Technologist ~~Diagnostic Imaging Technologist II~~ Lead Differential – TA to County June 7, 2023, proposal.**
 8. **Employment Counselor Lead Differential – TA CCL.**
 9. **Estate Administrator Lead Differential – TA CCL.**
 10. **Estate Property Technician Lead Differential – TA CCL.**
 11. **Forensic Chemist Differential – Agreement to delete section per May 25, 2023, Union proposal. Position was abolished.**
 12. **Forensic Pathology Technician Lead Differential – TA CCL.**
 13. **Hazardous Materials Technician Lead – TA CCL.**
 14. **Library Assistant I/II Charge Differential – TA to June 9, 2023, CP (increase from \$1.50 per hour to \$2.00 per hour).**
 15. **Library Assistant I/II Electronic Resources Duties Differential – TA CCL.**
 16. **Magnetic Resonance Imaging Technologist Differential – TA CCL.**
 17. **Medical Examiner-Coroner Investigator – TA CCL.**
 18. **Medical Laboratory Assistant III Lead Differential – TA CCL.**
 19. **Medical Social Worker II Lead Differential – TA to May 31, 2023, CP.**
 20. **Obstetric Technician Lead Differential – TA CCL.**
 21. **Payroll Audit Specialist Lead Differential – TA CCL.**
 22. **Pharmacist Lead Differential – TA CCL.**
 23. **Pretrial Services Officer II (V41) Lead Differentials – TA CCL.**
 24. **Property / Evidence Technician Lead Differential – TA to SEIU's April 14, 2023, proposal (increase from \$1.63 per hour to \$1.83 per hour).**
 25. **Protective Services Officer Lead Differential – TA CCL.**
 26. **Public Defender Investigator II Lead Differential – TA CCL.**
 27. **Public Health Nutritionist Lead Differential – TA CCL.**
 28. **Pulmonary Diagnostic Tech Lead Differential – TA CCL.**
 29. **Rehabilitation Officer II Lead Differential – TA CCL.**
 30. **Respiratory Care Practitioner Lead Differential – TA to County June 7, 2023,**

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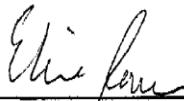
- County proposal (increase from \$1.75 per hour to \$2.00 per hour).
31. Sheriff Technician Lead Differential – TA CCL.
 32. Senior Paralegal Lead Differentials – TA CCL.
 33. Sterile Processing Technician II Lead Pay – TA CCL.
 34. Ultrasonographer II Lead Differential – TA CCL.
 35. Urodynamic Technician Lead Differential – TA CCL.
 36. Veteran Services Representatives II Lead Differential – TA to May 24, 2023, CP.
 37. Monitor Technician Lead Differential - TA to May 24, 2023, CP.
 - ~~37. Weights and Measures Inspector III Lead Differential – Agreement to delete section per SEIU’s proposal dated May 19, 2023.~~
 38. Emergency Room Technician Lead Differential – Hold.
When assigned by management to perform the full range of lead duties, up to nine (9) Emergency Room Technicians shall be paid a flat rate differential of one dollar and fifty cents (\$1.50) per hour for each hour actually worked.
- E.2426 – Pharmacy In-Service Training – TA CCL.
 E.2527 – Pharmacy – Special Assignment – TA CCL.
 E.2628 – Board of Pharmacy Specialties Exam & Recertification – TA CCL.
 E.2729 – Physician Assistant Professional Practice – TA CCL.
 E.2830 – Split Codes – TA CCL.
 E.2934 – Work Out of Classification – TA CCL.
 E.3032 – Educational Certification Maintenance – MFT’s and PSW’s – TA CCL.
 E.3133 – Respiratory Care Practitioner Relief Supervisor Duties – TA CCL.
 E.3234 – Medical Staff Dues for Psychology Services – TA CCL.

**SIDELETTER to:
COUNTY COMMUNICATIONS
CRITICAL INCIDENT/CATASTROPHIC LEAVE**

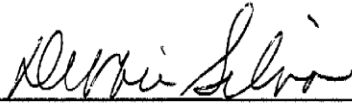
The County of Santa Clara and SEIU Local 521 have agreed to the following:

If a critical incident or catastrophic event occurs during the course of a Dispatcher's duties, the Dispatcher will be allowed to use their available leave balances, including compensatory time. The Department recognizes that physical or emotional reactions to such events may be immediate, delayed or cumulative.

DATED: May 27, 2012



Elaine Rowan



Debbie Silva

**Sideletter between the County of Santa Clara
and
SEIU Local 521 Administrative, Professional and Technical Unit**

**SANTA CLARA VALLEY MEDICAL CENTER HOSPITALS AND CLINICS LVN AND
HSA FLOAT DIFFERENTIAL**

The County of Santa Clara and SEIU Local 521 have agreed to the following:
Within sixty (60) calendar days following ratification by the Board of Supervisors of the 2020-2023 Memorandum of Agreement between the County and the Union, the parties agree to meet and confer about the designation of like units for the purposes of a float differential for Licensed Vocational Nurses and Hospital Services Assistant I and IIs at VMC O'Connor and VMC St. Louise. The list of units to be discussed may include but is not limited to: Emergency Department, Intensive Care Unit, Medical Surgical Unit. The County and the Union shall each have three (3) representatives.

HOLD

Sideletter between the County of Santa Clara and SEIU Local 521 Administrative, Professional and Technical Unit

Office of the District Attorney, Canine Handler

Within sixty (60) calendar days following ratification by the Board of Supervisors of the [insert dates] Memorandum of Agreement between the County and the Union, the parties agree to meet and confer regarding matters related to the Office of the District Attorney, Canine Handler program. The County and the Union may each have up to three (3) representatives.

HOLD

Sideletter between the County of Santa Clara and SEIU Local 521 Administrative, Professional and Technical Unit

Medical Social Worker Series

Within sixty (60) calendar days following ratification by the Board of Supervisors of the [insert dates] Memorandum of Agreement between the County and the Union, the parties agree to meet and collaboratively work together to move from Appendix G to Appendix E language specifically applicable to Medical Social Workers, consistent with the parties' agreement to move the Medical Social Workers from the Social Services Unit to the Administrative, Professional, and Technical Unit. The County and the Union may each have up to three (3) representatives in these meetings.

HOLD

**Sideletter between the County of Santa Clara and SEIU Local 521 Administrative,
Professional and Technical Unit**

Crisis Intervention Specialist Series

The parties agree to include in the E.1 Classification Table the Crisis Intervention Specialist Series. The parties acknowledge that the Union takes the position that the meet and confer process has not been completed, and the Union does not waive its rights or provide concurrence by agreeing to add the Crisis Intervention Specialist Series to the E.1 Classification Table.

**SETTLEMENT AGREEMENT AND GENERAL RELEASE
GRIEVANCE CASE #G22-037-521-023 (SEIU CED/CASE # 83543)**

The County of Santa Clara (“County”) and Service Employees International Union Local 521 - Santa Clara County Chapter (“Union”) and Grievant Equaan Smith (“Grievant”) voluntarily enter into this Settlement and General Release Agreement (“Agreement”).

This Agreement is a full and complete settlement of all Union’s and Grievant’s, claims, rights, demands, actions, grievances, and administrative appeals, whether filed or not, allegedly tied to, or based upon, wage parity provisions with classes in the Santa Clara County Deputy Sheriff and District Attorney Investigator Units pursuant to Union’s Memorandum of Agreement with the County at Appendix E.2(a) (Salary Alignments) that have been, could have been, or could be filed by Union, Grievant or their legal representatives arising out of or related to Union allegations raised in the Union’s August 30, 2022 Grievance Case #G22-037-521-023 - CED/Case #83543 (“Grievance”) under Grievant’s Name *Equaan Smith et al.* (together, “Released Claims”), including but not limited to any claims by employees in Union-represented classifications for unpaid salary, wages, compensation, differential pay (including but not limited to assignment differential pay), hourly rate increase, or other forms of compensation.

This settlement is made without prejudice to the parties’ respective positions and does not set precedent. The Parties will not cite this settlement in any disciplinary matter, grievance, process, or claim relating to any other union or employee. The settlement terms are:

Union and Grievant’s Agreement

Union and Grievant, on behalf of themselves and anyone who can file a grievance or assert a grievance or claim through them, agrees that Union will execute the Side-Letter Agreement (attached to this Agreement as “ATTACHMENT A”) between the County and Union upon all parties executing this Agreement. The Union and Grievant agree that the new 10% differential in Attachment A will take effect after the second reading of a Legislative File implementing an Ordinance amending the Santa Clara County Master Salary Ordinance relating to compensation of employees to add footnotes authorizing the 10% differential, and that the 10% differential will be effective on July 25, 2022. The amount owed from July 25, 2022 through the date immediately prior to the implementation of the salary ordinance amendment shall be paid as a lump sum payment and shall be reported to CalPERS as reportable compensation.

The Union and Grievant also agree to:

1. Dismissal/Withdrawal. Dismiss or withdraw within five (5) days after the second reading of a Legislative File implementing an Ordinance amending the Santa Clara County Master Salary Ordinance relating to compensation of employees to add footnotes authorizing the 10% differential in ATTACHMENT A: a) Union and

Grievant's grievance (Grievance Case #G22-037-521-023 - CED/Case #83543) and all Released Claims Union, Grievant or their legal representatives have filed against the County and all other released parties arising out of or related to the allegations in Grievance Case #G22-037-521-023 - CED/Case #83543 and b) Union's request to arbitrate Grievance Case #G22-037-521-023 - CED/Case #83543.

2. General Release. Release the County of Santa Clara and its Board of Supervisors, departments, employees, contractors, agents and representatives (together, "County Released Parties") from all Released Claims which have been filed or could have been filed arising out of or relating to the allegations raised in Grievance Case #G22-037-521-023 - CED/Case #83543, and Union and Grievant agree never to pursue any Released Claims.

Union and Grievant specifically waive all rights and benefits of California Civil Code section 1542 and any similar statute or principle of any jurisdiction with respect to all Released Claims which have been filed or could have been filed arising out of or relating to the allegations in Grievance Case #G22-037-521-023 - CED/Case #83543. Section 1542 provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

3. No Grievances, Actions, Lawsuits. Forever refrain from instituting, prosecuting, maintaining, or commencing against the County Released Parties any grievances, claims, rights, demands, actions or administrative appeals arising out of or relating to the allegations raised in Grievance Case #G22-037-521-023 - CED/Case #83543 and the Released Claims.

County's Agreement

The County of Santa Clara agrees to:

1. Execute the Side-Letter Agreement (attached to this Agreement as "ATTACHMENT A") between the County and Union. The County agrees that the new 10% differential in Attachment A will take effect after the second reading of a Legislative File implementing an Ordinance amending the Santa Clara County Master Salary Ordinance relating to compensation of employees to add footnotes authorizing the 10% differential, and that the 10% differential will be effective on July 25, 2022. The amount owed from July 25, 2022 through the date immediately prior to the implementation of the salary ordinance amendment shall be paid as a lump sum payment and shall be reported to CalPERS as reportable compensation.

Other Terms of the Agreement

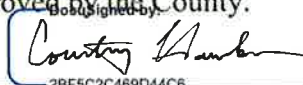
1. **No Representations; Entire Agreement.** Union and Grievant do not rely upon any statement, representation or promise of any County Released Parties in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement. The Parties cooperated in drafting this Agreement and no provisions shall be construed for or against any party based on who drafted them.

2. **Integration; Severability; California Law.** This Agreement is the entire agreement between the parties. It is complete and fully binding. Its terms may not be changed except in a writing executed by all parties. If any portion of this Agreement is found to be illegal, unenforceable, or nonbinding, the remaining portion(s) will remain in force. This Agreement shall be deemed to have been entered into in Santa Clara County, California, and California law shall govern all questions regarding the parties' rights and obligations, and the validity, interpretation and performance of this Agreement.

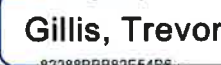
3. **Other Documents.** The Parties agree to act and to execute such documents as are necessary to carry out the provisions and purposes of this Agreement.

4. **Contract Execution.** This Agreement may be executed in counterparts with the same force and effectiveness as though executed in a single document. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying an electronic signature using technology approved by the County.

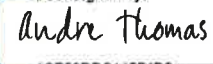
Dated: 5/2/2023 _____


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Courtney Hawkins
Senior Contract Enforcement Specialist
Service Employees International Union
Local 521 - Santa Clara County Chapter

Dated: 5/2/2023 _____


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Trevor Gillis
Steward
Service Employees International Union
Local 521 - Santa Clara County Chapter

Dated: 5/2/2023 _____


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Andre Thomas
Steward
Service Employees International Union
Local 521 - Santa Clara County Chapter

Dated: 5/2/2023

DocuSigned by:
Egwaan Smith
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Egwaan Smith
Grievant

Dated: 5/2/2023

COUNTY OF SANTA CLARA

DocuSigned by:
Mitchell Buellesbach

By: Mitchell L. Buellesbach
Principal Labor Relations Representative

Dated: 5/5/23

COUNTY OF SANTA CLARA

By: James R. Williams
County Counsel

APPROVED AS TO FORM AND LEGALITY

Dated: 5/2/2023

DocuSigned by:
Michael Leon Guerrero

By: Michael J. Leon Guerrero
Deputy County Counsel

ATTACHMENT A

Side Letter of Agreement between County of Santa Clara & Service Employees International Union, Local 521

The County of Santa Clara ("County") and the Service Employees International Union, Local 521 ("SEIU") agree to modify Appendix E.17 (Differentials) of the Memorandum of Agreement ("MOA") between the parties, effective from March 9, 2020 – June 25, 2023, by adding new section Appendix E.17.17 as set forth below:

Appendix E.17.17 – Assignment Differential

a) Effective on the pay period following the second reading of the ordinance approving the below-listed differentials, all SEIU represented workers employed in the classifications identified in the MOA, Appendix E, Section E.2(a) shall receive one of the below differentials. A worker shall receive only one differential at any one time. Workers are prohibited from receiving both differentials simultaneously.

1) An approximate ten percent (10%) differential shall be paid to all SEIU represented workers employed in the classifications identified in the MOA, Appendix E, Section E.2(a) for all hours in a paid status, including sick, comp time, and vacation, when they are routinely and consistently assigned to perform professional and technical duties.

2) An approximate ten percent (10%) differential shall be paid to all SEIU represented workers employed in the classifications identified in the MOA, Appendix E, Section E.2(a) for all hours in a paid status, including sick, comp time, and vacation, when they are routinely and consistently assigned to perform administrative duties.

b) If the Santa Clara County Deputy Sheriff’s Association (“DSA”) negotiates a conversion of their 10% Assignment Differentials, provided to DSA members through Master Salary Ordinance Footnotes 261 and 262, into a 10% general wage increase, then the County shall provide an equivalent 10% general wage increase for the classifications identified in the SEIU MOA at Appendix E, Section E.2(a) and the County shall eliminate the Maser Salary Ordinance Footnotes providing the 10% Assignment Differentials to the classifications identified in the SEIU MOA at Appendix E, Section E.2(a). This Side Letter Agreement and Appendix E.17.17 – Assignment Differential shall expire upon the elimination of the above-referenced DSA and SEIU Master Salary Ordinance Footnotes. Once expired, this Side Letter of Agreement and Appendix E.17.17, shall not constitute the status quo.

All other terms and conditions of the MOA between the County and SEIU, effective from March 9, 2020 through June 25, 2023, are still in effect. If the Santa Clara County Deputy Sheriff’s Association (“DSA”) negotiates a conversion of their 10% Assignment Differentials, provided to DSA members through Master Salary Ordinance Footnotes 261 and 262, into a 10% general wage increase, then the County shall provide an equivalent 10% general wage increase for the classifications identified in the SEIU MOA at Appendix E, Section E.2(a) and the County shall eliminate the Maser Salary Ordinance Footnotes providing the 10% Assignment Differentials to the classifications identified in the SEIU MOA at Appendix E, Section E.2(a). This Side Letter Agreement and Appendix E.17.17 – Assignment Differential shall expire upon the elimination of the above-referenced DSA and SEIU Master Salary Ordinance Footnotes. Once expired, this Side Letter of Agreement and Appendix E.17.17, shall not constitute the status quo.

Date: 5/2/2023

DocuSigned by:
County of Santa Clara
Mitchell Buellesbach

Mitchell E. Buellesbach
Principal Labor Relations Representative

DocuSigned by:
SEIU
Courtney Hawkins

2BE5C2C69D44C6
Courtney Hawkins
Senior Contract Enforcement Specialist
Service Employees International Union
Local 521 - Santa Clara County Chapter

Dated: 5/2/2023

SEIU

DocuSigned by:
Gillis, Trevor
82288BBB82E54B6...

Trevor Gillis
Steward
Service Employees International Union
Local 521 - Santa Clara County Chapter

Dated: 5/2/2023

SEIU

DocuSigned by:
Andre Thomas
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Andre Thomas
Steward
Service Employees International Union
Local 521 - Santa Clara County Chapter

Approved as to Form and Legality:

Michael Leon Guerrero
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Michael J. Leon Guerrero
Office of the County Counsel

ORDINANCE NO. NS-5.23.163

AN ORDINANCE AMENDING SANTA CLARA COUNTY ORDINANCE NO. NS-5.23 RELATING TO THE COMPENSATION OF EMPLOYEES

The Board of Supervisors of the County of Santa Clara ordains as follows:

SECTION 1:

In Section, FOOTNOTES, the following shall be added:

- *271* An approximate ten percent (10%) differential shall be paid to all SEIU represented employees in the classifications identified in SCCo/SEIU MOA, Appendix E, Section E.2(a) for all hours in a paid status, including sick, comp time, and vacation, when they are routinely and consistently assigned to perform investigatory duties.
- *272* An approximate ten percent (10%) differential shall be paid to all SEIU represented employees in the classifications identified in SCCo/SEIU MOA, Appendix E, Section E.2(a) for all hours in a paid status, including sick, comp time, and vacation, when they are routinely and consistently assigned to perform administrative duties.

SECTION 2:

This Ordinance shall take effect June 6, 2023. This Ordinance shall be implemented on July 25, 2022.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on JUN 06 2023 by the following vote:

ARENAS, CHAVEZ, ELLENBERG
 AYES: **LEE, SIMITIAN**
 NOES: **NONE**
 ABSENT: **NONE**

Susan Ellenberg, President
Board of Supervisors

Signed and Certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

TIFFANY LENNEAR
Clerk of the Board of Supervisors

Adopted: 06/06/2023

JUN 06 2023

~~MAY 16 2023~~

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