

A Proposal

May 18, 2023

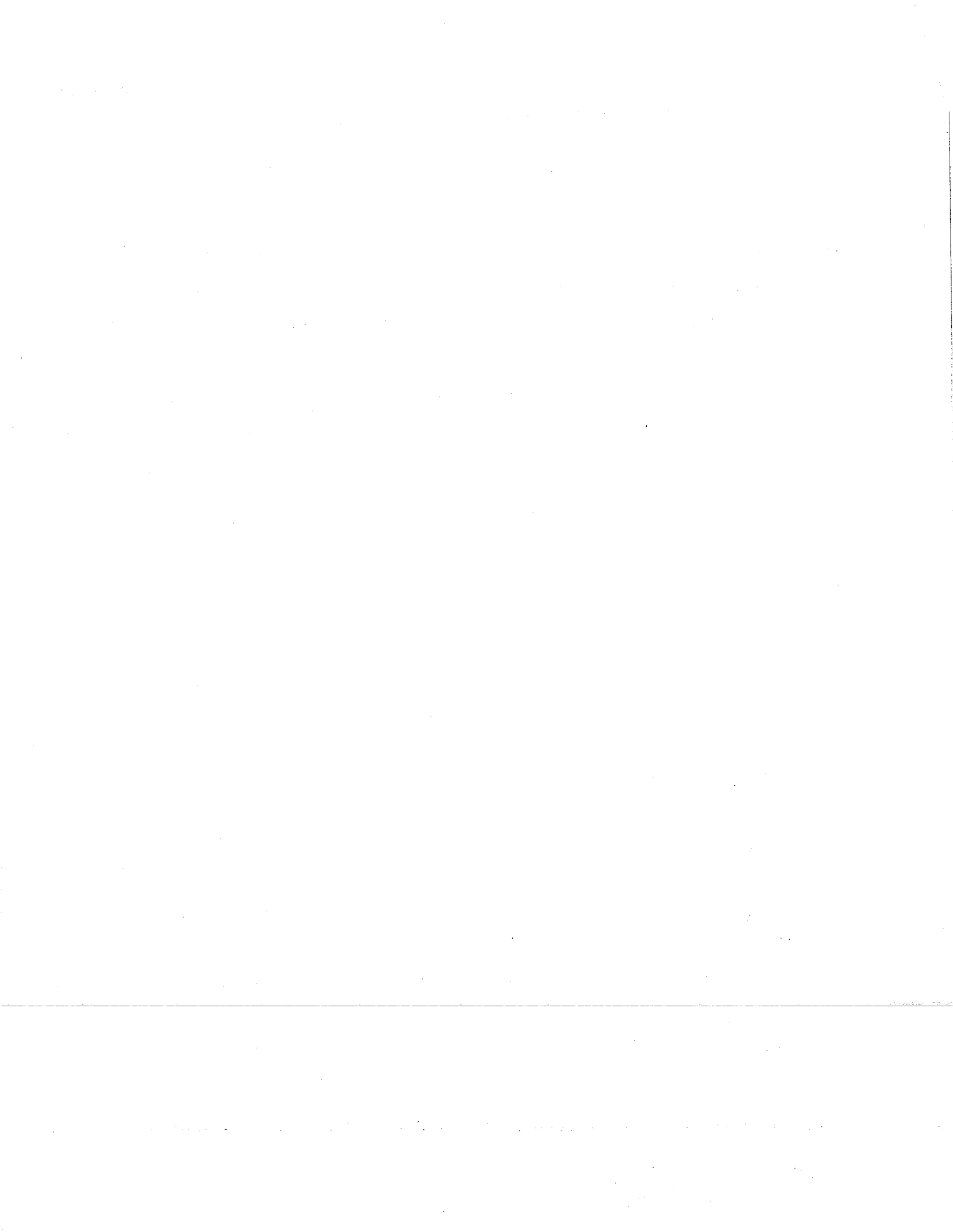
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Negotiations between Santa Clara County and SEIU Local 521 Master Table

Article 3	Union Security	Hold to CP April 14, 2023 TA to CP 3.8 5/2/23
Article 4	Official Representatives, Stewards And Negotiating Committee	Hold to CP April 14, 2023 TA to CP 4.1(a) 5/2/23
Article 6	Personnel Action	Hold to CP May 9, 2023 TA to CP 6.11 4/14/23
Article 7	Pay Practices	See Attached
Article 8	Hours Of Work, Overtime, Premium Pay	See Attached
Article 9	Uniforms And Clothing	Hold to CP May 9, 2023 TA to CP 9.2 5/4/23 TA to CP 9.3 5/4/23
Article 10	Holidays	Hold to CP April 14, 2023
Article 12	Leave Provisions	Hold to CP April 14 & 20, 2023
Article 13	Benefits	Hold to CP April 14, 2023 TA to CP 13.2 a) 1. TA to CP 13.2 a) 1.h. TA to CP 13.2 c)
Article 19	Grievance Procedure	See Attached
Article 21	Reorganization	Hold to CP April 14, 2023
Article 26	Strikes And Lockouts	Hold to CP April 14, 2023
New Article	Management Rights	Hold to CP April 14, 2023
Term of Agreement		Hold to CP April 14, 2023
Appendix J	Employee Assistance Program	Hold to CP April 20, 2023
Appendix K	Contracting Out	Hold to CP April 14, 2023
Appendix L – N and Sideletters		Hold to CP April 20, 2023

The County reserves the right to add proposals, or modify, delete, and/or supplement these proposals at any time during MOA negotiations.

These proposals do not modify, withdraw, or settle any County proposals already presented to SEIU, unless specifically noted herein. Any SEIU proposals not addressed herein are rejected at this time.



ARTICLE 7 – PAY PRACTICES

Δ Proposal
5/18/23 @
10%BA

County not in agreement w/ UP from April 14 and Counter Propose May 18
Section 7.1 – Salaries and Payments

Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), but no earlier than June 26, 2023, Pay Period 23/14, all salaries shall be increased by three and one half percent (3.05%) and shall be listed in the appendices attached hereto and made a part hereof.

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

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

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

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

~~a) Lump Sum Payment(s)~~

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

From: SCCo To SEIU May 18, 2023

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Section 7.2 – Basic Pay Plan -CCL
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 salary class to the same salary step as that being received by the new workers. The Union will receive a monthly listing by class and department of positions hired above the first salary step.

b) **Step Two**
The second step shall be paid after the accumulation of six (6) months of competent service at the first step.

c) **Step Three**
The third step shall be paid after the accumulation of twelve (12) months of competent service at the second step.

d) **Step Four**
The fourth step shall be paid after the accumulation of twelve (12) months of competent service at the third step.

e) **Step Five**
The fifth step shall be paid after the accumulation of twelve (12) months of competent service at the fourth step.

f) **Time for Salary Adjustments**
Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.

Section 7.3 – Effect of Promotion, Demotion or Transfer on Salaries -CCL
a) **Promotion**
Upon promotion, a worker's salary shall be adjusted as follows:

1. For a promotion of less than ten percent (10%), the salary shall be adjusted to the step in the new range which provides for a corresponding percentage in increase salary.

2. For a promotion of ten percent (10%) or more, the salary shall be adjusted to the step in the new range which provides for ten percent (10%) increase in salary, or to the first step in the new range, whichever is greater.

b) **Demotion**

Notwithstanding the provisions of Section 7.2, upon demotion of a worker with permanent status in his/her current class, his/her salary shall be adjusted to the highest step in the new class not exceeding the salary received in the former class.

c) **Transfer**

Upon transfer to a classification in the same pay range, the salary shall remain unchanged.

d) **No Loss of Time-In-Step**

Notwithstanding the provisions of Section 7.2, no salary adjustment upon promotion, demotion, or transfer shall effect a loss of time acquired in the former salary step, and such time as was acquired in the former salary step shall be included in computing the accumulation of the required months of service for eligibility of the worker for further salary increases.

e) **Seniority Rights**

Parental and industrial injury leaves of more than thirteen (13) pay periods; leaves of absence of more than two (2) pay periods; and suspensions shall not be counted as time spent in a salary step in computing eligibility of the worker for further salary increases.

f) **Voluntary Demotion**

In the event of a voluntary demotion required by a work-connected illness or injury and a resulting disability, the salary of the worker shall be placed at the step in the salary range which corresponds most closely to the salary received by the worker as of the time of injury. In the event that such voluntary demotion would result in a salary loss of more than ten percent (10%), the worker's new salary shall be set at the rate closest to, but not less than ten percent (10%) below his/her salary as of the time of injury.

Section 7.4 – Part-Time Work

a) **Salary Ranges**

The salary ranges provided in the attached appendices are for full-time service in full-time positions, and are expressed in dollars per the number of working days in a biweekly pay period. If any position is established on any other time basis, the compensation for such position shall be adjusted proportionately.

From: SCCo To SEIU May 18, 2023

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Benefits b) 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.

Split Codes c)

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.

Variations of Part-Time Work d)

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 -County is reviewing and may make a future proposal**

~~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 -CCL

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.

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b) **Application to Holiday and Sick Leave**
A worker temporarily assigned work out of classification shall receive the pay for:

1. Holidays when the worker is assigned work out of classification the day prior to and following the holiday.

2. Sick leave absences when the worker is assigned work out of classification and while absent is not relieved by the incumbent or by another worker assigned work out of classification in the same position.

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

Section 7.6 – Paychecks

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

b) **Shortage Errors**
Cash advance by the Finance Department to cover shortage errors in workers' paycheck, shall be provided to workers within ~~two~~ ^{five} (5) working days after written notification of discrepancy to Finance. This provision is to cover only those discrepancies above a net **one** hundred dollars (\$100.00). This provision only covers regular hours worked or use of paid leave that was not paid; it does not apply to other payroll adjustments.

c) **Overpayment Errors**
When the County has overpaid a worker by a net one hundred dollars (\$100.00) or more, the County shall provide to the worker notice of the amount of the overpayment as well as a proposed repayment schedule. If the worker would like to negotiate a different repayment schedule, the worker must respond to the County within ten (10) business days of receiving the notice.
If the worker does not respond within ten (10) business days or the worker and the County do not reach a repayment agreement within thirty (30) business days, the County shall send the overpayment to DOR (County collections) to be recouped.

Section 7.7 – Automatic Check Deposit

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

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County Not in Agreement w/ UP from May 11 and Counter propose May 18

Section 8.1 – Hours of Work

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

Section 8.2 – Overtime Work

a) Overtime Defined - Workers Covered by the Fair Labor Standards Act (FLSA) County is reviewing and may make a future proposal

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

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

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

b) Overtime Defined -Workers Exempt from the FLSA -County is reviewing and may make a future proposal

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

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mutually agreed upon between the County and the Union. For all other workers, overtime is defined as time worked beyond forty (40) hours in any workweek or beyond eight (8) or ten (10) hours in any workday (depending on the number of hours in the duty shift to which the worker is assigned). Time for which pay is received but not worked such as vacation, sick leave, and authorized compensatory time off, will be counted towards the base period. Workers shall not be assigned irregular work hours to avoid the payment of overtime. The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

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 when specifically directed authorized by administrative order of the County Executive. Workers may request in writing in advance to be paid in cash at the rate of one and one-half (1-1/2) times the regular hourly rate subject to approval of the appointing authority or designee.

FLSA compensatory time off accruals/balance shall be limited to a maximum of two hundred and forty (240) hours or four hundred and eighty (480) hours for Communication Dispatcher I, II, III and Complaint Center Dispatcher. All compensatory time off must be taken within twelve (12) months of the date the overtime was worked. Any balance remaining after twelve (12) months shall be paid in cash at the regular rate. Compensatory time balances shall be paid in cash on separation. A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation for overtime where compensatory time off is allowed, if the appointing authority agrees.

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 when specifically directed authorized by administrative order of the County Executive. Workers may request in writing in advance to be paid in cash at the rate of one and one-half (1-1/2) times the regular hourly rate subject to approval of the appointing authority or designee.

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

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

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

Section 8.3 – Work Schedules -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.

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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
a) Length

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

b) Overtime Meals

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

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

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

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

c) County Facilities

Whenever the duties or responsibilities of any County worker require him/her to be present and on duty during the serving of meals in a County facility and where

such duty or responsibility occupies that worker's meal period, such individual shall be entitled to that meal without charge.

d) **Meal Rates**

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

e) Acute Care Hospital, Clinic, or Public Health Meal and Rest Periods
County Proposes Side table discussion May 18, 2023

Section 8.5 – Rest Periods -CCL

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

Section 8.6 – Clean-up Time -CCL

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

Section 8.7 – On-Call Pay

a) **Definition**

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

b) **Classifications Eligible**

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

c) **Rates of Pay**

Workers assigned to on-call duty shall receive, in addition to their regular salary, ~~thirty eight~~thirty nine dollars (\$~~398~~) for each eight (8) hour shift, or substantial portion thereof, of assigned call duty, except for the following classifications which shall receive one-half of their regular base rate of pay for each hour of assigned call duty within the same 24 hour-period when assigned to the Santa Clara Valley Health and Hospital System.

R78 Anesthesia Technician

R88 Diagnostic Imaging Technician II

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

~~R2E Magnetic Resonance Imaging Technologist~~

~~R6A Magnetic Resonance Imaging Technologist - Magnetic Resonance Angiography~~

~~R6C Magnetic Resonance Imaging Technologist - Computed Tomography~~

S23 Surgical Technician

R27 Pharmacist

P40 Pharmacist Specialist

J1S Epic Pharmacy Informatcist

R15 Respiratory Care Practitioner I

R1S Respiratory Care Practitioner II

~~R54 Respiratory Therapy Inservice Coordinator Services Specialist~~

S30 Ultrasonographer I

S29 Ultrasonographer II

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

d) **Notification to Union**

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

e) **Beepers**

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

Section 8.8 – Non-Contiguous Overtime Guarantee

If overtime work does not immediately follow or precede the regular work shift and the worker is required to leave home and return to a recognized a County work location, a

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minimum of ~~four~~ two (42) hours overtime shall be credited to the worker. Workers in the following classes are not eligible for the ~~four~~ two (42) hour minimum if the worker has been called in from assigned on-call duty under 8.7(c):

- R78 Anesthesia Technician
- R88 Diagnostic Imaging Technician II
- S85 Licensed Vocational Nurse, when acting in lieu of S23 Operating Room Surgical Technician
- S23 Surgical Technician
- R27 Pharmacist
- P40 Pharmacist Specialist
- R15 Respiratory Care Practitioner
- R54 Respiratory Therapy ~~Inservice Coordinator~~ Services Specialist
- S30 Ultrasonographer I
- S29 Ultrasonographer II
- One (1) position of Occupational Therapist (when assigned on call to the Burn and Plastics service)

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

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

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

A worker who is On-Call pursuant to Section 8.7 and responds to telephone calls, or who respond to telephone calls for emergency purposes without having to leave home and return to a recognized work location shall be credited with twenty-four (24) minutes for each after-hour telephone call, or the actual time spent, whichever is greater. More

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than one call within the same twenty-four (24) minute window shall be considered one transaction and shall result in pay for only one twenty-four (24) minute period. The worker will keep a record of the number of calls, the length of each call, the name of the caller(s), and the purpose of each call.

Section 8.9 – Evening/Night Shift Differential

- a) **Evening Shift Differential**
An evening shift differential of three dollars and sixty-four cents (\$3.0064) per hour shall be paid to workers for each hour worked after 2:00 p.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 5:00 p.m. Effective June 15, 2020 Pay Period 20/14, the evening shift differential will be increased to three dollars and fourteen cents (\$3.14). Effective June 14, 2021, Pay Period 21/13, the evening shift differential will be increased to three dollars and thirty-nine cents (\$3.39). Effective June 13, 2022, Pay Period 22/13, the evening shift differential will be increased to three dollars and sixty-four cents (\$3.64).
- b) **Night Shift Differential**
A night shift differential of four dollars and ~~eighty-four~~ cents (\$4.0084) per hour shall be paid to workers for each hour worked after 11:00 p.m. and prior to 7:30 a.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 11:00 p.m. and before 7:30 a.m. Effective June 15, 2020, Pay Period 20/14, the night shift differential will be increased to four dollars and fourteen cents (\$4.14). Effective June 14, 2021, Pay Period 21/13, night shift differential will be increased to four dollars and thirty-nine cents (\$4.39). Effective June 13, 2022, Pay Period 22/13, the night shift differential will be increased to four dollars and sixty-four cents (\$4.64).

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

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

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

f) **Eligible Classifications**

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

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

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

Section 8.10 – Split Shift Pay -CCL

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 -CCL

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

Section 8.12 – Bilingual Pay

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

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

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

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

From: SCCo To SEIU May 18, 2023

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Section 8.13 – Voluntary Reduced Work Hours Program

a) The County agrees to establish a Voluntary Reduced Work Hours Program, is available to full-time workers represented by the Union. The purpose of the Program is to reduce work hours and a commensurate amount of pay on a voluntary basis.

b) Workers may elect a two and one half percent (2 1/2%), five percent (5%), ten percent (10%), or twenty percent (20%) reduction in pay for a commensurate amount of time off for a six (6) month period. Admission to the plan will be at six (6) month intervals pay period 5 and pay period 18. The parties shall meet and agree upon the beginning date for the Program.

c) All persons in the Program will revert to their former status at the end of six (6) months. If a worker transfers, promotes, demotes, terminates, or in any other way vacates or reduces his/her present code, he/she will be removed from the Program for the balance of the six (6) month period.

d) Workers who wish to voluntarily reduce their work hours may submit a written request to their immediate supervisor within the designated window period. Supervisors must issue a written response to the worker within five (5) working days. If the request is being denied, the specific reason for denial will be included in the response. Copies of this shall be delivered by mail to the Union and the designated Chief Steward.

e) If the worker is not satisfied with the decision, he/she may, within five (5) working days after receipt of the supervisor's response, submit a written request to the Department Director for a meeting to make a verbal appeal.

f) It is agreed that the Department Director or his/her direct report or another member of Executive Management, will arrange a meeting with the worker within five (5) days after the receipt of such a request. The worker may have a Steward assist him/her in the meeting. Every effort will be made to accommodate the worker, steward and manager when scheduling the meeting. Timelines can be extended by mutual agreement to accommodate absences. The Department Director shall send a final decision in writing to the worker within five (5) working days of such a meeting. Copies of this decision shall be delivered by mail to the Union and the designated Chief Steward.

g) Compensatory time shall accrue as earned and shall not be scheduled on any day considered as a County holiday. Workers may use the reduced hours time in advance of accrual and will reimburse the County for hours taken in advance of accrual upon early termination from the Program.

h) Participation in this Program shall be by mutual agreement between the worker and the department/agency head. At no time will approval be given if it results in

~~overtime. Restrictions by Department/Agencies within work units shall be uniformly applied.~~

- ~~i) It is understood by the County that due to this Program there may be lower levels of service.~~
- ~~j) All workers will be notified in writing regarding the Program specifics and the sign-up options. Such written notice to be mutually agreed upon by the parties.~~
- ~~k) Full and timely disclosure of actual sign-ups and any analysis developed will be made available to both the County and the Union.~~
- ~~l) This agreement governs as to the Voluntary Reduced Work Hours Program, but will in no way alter the meaning of the Union and County agreements currently in effect. This will include any departmental, master, unit, sideletter agreements, etc.~~
- ~~m) It is agreed that the workload standards referred to in the Social Services Unit will be reduced for each worker, proportionate to each worker's reduction in hours. (This section is only applicable to SSU.)~~

Section 8.14 – Request for Alternate Hours Schedule -CCL

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

Section 8.15 – Departmental Agreements -County is reviewing and may make a future proposal

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.

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

- a) **Negotiations**
1. New agreements may be negotiated by mutual agreement with three (3) months to negotiate in an attempt to reach agreement, or then impasse may be declared by either party.

2. During November the Union or the Department/Agency may request to meet and confer as specifically listed in this Section. The other party shall respond promptly, and they shall promptly commence meeting and conferring in an attempt to reach agreement. Thereafter, either party may declare impasse in such negotiations.

- b) **Impasse**
- If impasse is declared, the Union and the department shall commence mediation-arbitration which shall not exceed thirty (30) calendar days. The results of mediation-arbitration are advisory to Board of Supervisors. Costs of mediation-arbitration are to be split equally between the County and the Union.
- c) **Board of Supervisors**
- Decisions reached in mediation-arbitration shall be moved to the level of the Board of Supervisors and shall be promptly agendized and referred to the Board of Supervisors for appropriate action.

Section 8.16 – Hazard Duty Pay

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

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

- b) **Full Time Payment**
- A premium of one dollar and twenty-five cents (\$1.45025) per hour shall be paid to coded classifications while in paid status whose regular assignment for the County is in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holidays worked, or other wage variations. This hazard duty premium shall be included in the pay status time of the coded classifications described in this paragraph b). Workers must physically work within the locations outlined in Section 8.16 to receive the hazard

duty pay. Telework, remote work, vacation, sick, compensatory time, holiday time off, and personal leave do not qualify for the pay.

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

c) **Part Time Payment**

A premium of one dollar and ~~twenty-five~~ forty-five cents (\$~~1.45025~~) per hour shall be paid to coded classifications whose regular assignment is not in a work place described in a) for only the hours assigned and worked in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holiday work, or other wage variations.

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

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

d) **Classifications Assigned to Elmwood**

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

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

f) **Termination Payment**

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

g) **Safety Retirement Exclusion**

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

Section 8.17 – Notary Public Differential

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

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**Section 8.18 – Telework
a) Telework Program**

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

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

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

b) Eligibility for telework

~~Eligibility is based on many criteria, and many job classifications and associated job responsibilities may not be conducive to teleworking. The following requirements are presented to help the employee and supervisor determine if teleworking is feasible. Additionally, a change in job duties and assignments, such as being assigned to work out of class, being assigned to a new project, or covering for coworkers who are out on vacation or leave, may affect eligibility. For this reason, it is the supervisor's responsibility to periodically assess the teleworking arrangement with the employee to address any change in eligibility.~~

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

~~Criteria for an employee to telework include:~~

- ~~• Full or part time status~~
- ~~• Permanent status (no original probationary status); others on exception basis only, subject to approval by department head~~
- ~~• Classified or unclassified position~~
- ~~• Employee is in compliance with County merit system rules, regulations or policies, and/or department rules and policies~~
- ~~• Demonstrated job performance to be able to work independently as determined by the immediate supervisor~~

- ~~• Job performance meets or exceeds expectations~~
- ~~• Employee's telework consists of the employee's regular work responsibilities, including call back and on-call duties~~
- ~~• Employee's job duties allow him/her to be away from the County work site for a period of time during the work week~~
- ~~• Teleworking does not impede other workers from performing their job duties~~
- ~~• No reduction of service to internal and external customers and clients~~
- ~~• Employee and supervisor agree in writing on a teleworking arrangement, which is approved in writing by the department head or designee.~~
- ~~• Employee has access to required supplies and equipment to telework and has an acceptable workspace and environment to effectively work at home.~~

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

- ~~• Telework Request and Approval Form is completed and approved~~
- ~~• Telework Agreement/Assignment Form is completed and approved~~

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

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ARTICLE 19 – GRIEVANCE PROCEDURE

Δ Proposal
5/18/23 @
10:16A

County Modifies CP dated April 14, 2023 on May 18, 2023

Section 19.1 – Grievance Defined -County Modifies May 9, 2023

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

a) **Definition -County modifies to CCL May 9, 2023**

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

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

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

Section 19.2 – Grievance Presentation - CCL

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

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The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step One without written concurrence of the Union.
The Union shall have the right to appear and be heard in all individual or group grievances at any step. Upon request by County, the Union shall appear and be heard in such grievances at any step.

Section 19.3 – Procedural Compliance -CCL

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

Section 19.4 – Time Limits -CCL

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

Section 19.5 – Informal Grievance Step -CCL

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

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

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

Section 19.6 – Formal Grievance Procedure – County Holds to CP dated April 14, 2023

Step One - Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the appointing authority. A copy of the grievance will be sent to Labor Relations and this copy

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shall dictate time limits. The grievance form shall contain information which identifies:

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

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

- b) **Step Two** – If the aggrieved is not satisfied with the Step One decision, they may, within fifteen (15) working days after receipt of the first step decision request to meet with the Director of Labor Relations or designee and present a written presentation to review. Unless mutually waived, the Director of Labor Relations or designee shall meet with the grievant/Union prior to issuing their decision. The Director of Labor Relations or designated representative shall provide a written decision within twenty (20) working days of the meeting or the date the meeting was mutually waived.
- c) **Mediation** - Prior to advancing to arbitration under “d) Step Three,” both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, the parties shall jointly request that a mediator be assigned by the State Mediation and Conciliation Service. If the mediation process does not promptly result in an acceptable resolution to both parties, the case shall advance to subsection d) Step Three. The parties shall equally share any costs relating to mediation. If there is no agreement to proceed through the mediation step, then the case shall be determined under subsection d) Step Three.

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

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

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

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

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

Arbitration -County Proposal May 18 – County Evaluating Najeeb Khoury
For the term of this agreement the County and the Union have agreed to the following panel:

John Kagei
David Weinberg

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Paul Roose
Katherine Thomson
Monica Colondres

~~Alexander Cohn~~ Yuvall Miller
Luella Nelson

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

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

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

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

Section 19.7 – Expedited Arbitration -CCL

- a) The County and the Union, may upon mutual agreement of the specific case/or cases submit grievance disputes to expedited arbitration in the interest of obtaining a prompt disposition of the grievances brought by workers, the Union or the County.
- b) The expedited arbitration shall be conducted according to the following rules, and the arbitrators shall be required to agree to abide by them:
 1. The County and the Union shall agree to schedule as many cases as can be reasonably presented within a normal work day.
 2. Prior to the arbitration, the parties must mutually agree to the question to be placed before the arbitrator or the case will not proceed through this process.
 3. It is the intent of this expedited arbitration procedure to not record these proceedings. It is agreed, however, that either party may request a stenographic record and transcripts and the party requesting the record

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4. The parties shall be represented by staff advocates, unless otherwise mutually agreed. Staff advocates shall present their cases in accordance with standard rules of evidence and accepted arbitrable conduct.

5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post-hearing briefs shall not be submitted, unless otherwise mutually agreed.

6. The arbitrator shall render his or her decision after each party has presented and summarized its case. The arbitrator shall confirm his/her decision in a written letter to each party.

7. The arbitrator shall be paid a flat fee for each day of hearings, regardless of the number of cases presented during that day's hearing.

Section 19.8 – Arbitration Release Time -CCL

a) The worker on whose behalf the grievance has been filed will be granted release time for the entire hearing. Release time to serve as a witness will be granted on a scheduled basis, i.e., when the worker is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing. Release time also will be granted to the appropriate Chief Steward.

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