

ARTICLE 13 – BENEFIT PROGRAMS

A Proposal  
6/15/23 @ 4:30pm

**County proposal June 15**

**Section 13.1 – Workers' Compensation**

a) **Eligibility**

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

b) **Compensation**

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

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

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

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

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

1. Return to the worker's same job with some duties restricted.
2. Return to the same job, but for fewer hours per day or fewer hours per week. To be used if an injured worker cannot return on a full time basis.
3. Return temporarily to a different job. This is the least desirable and will only be attempted if the regular job cannot be reasonably modified to meet the injured worker's medical limitations.

d) **Treatment Following Return from Leave**

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

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

e) **Clothing Claims**

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

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

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

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

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**Section 13.2 – Insurance Programs**

a) **Medical Insurance**

**1. Insurance Plans**

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

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

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

POS 0% Single, \$52.83 Family

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

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

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

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

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

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

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

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



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

2. **Dual Coverage**

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

3. **Domestic Partners**

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

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

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

- a. For a worker on parental or industrial injury leave without pay or medical leave without pay, up to thirteen (13) pay periods of worker only coverage. A portion of the leave may include dependent coverage in accordance with the Family and Medical Leave Act, the California Family Rights Act and the County's Family and Medical Leave Policy.
- b. For a worker on family leave without pay, in accordance with the County's Family and Medical Leave Policy, up to twelve (12) weeks of dependent coverage.

5. **Medical Benefits for Retirees**

- a. For workers hired before August 12, 1996.

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

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

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

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

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

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

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

- e. Such years of service expressed in a., b., c., and d. above must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County.
- f. **Delayed Enrollment in Retiree Medical Plan**  
A retiree who otherwise meets the requirements for retiree only medical coverage under Section 13.2 (a) 5 subsections a, b, c, or d may choose to delay enrollment in retiree medical coverage. Application and coverage may begin each year at the annual medical insurance open enrollment period after retirement.
- g. **Employee Contribution Toward Retiree Medical Obligation Unfunded Liability**  
Effective pay period 15/14, June 22, 2015, all coded employees shall contribute on a biweekly basis twelve dollars and fifty cents (\$12.50) toward the retiree medical obligation unfunded liability. Such contributions are to be made on a pre-tax basis and employees shall have no vested right to the contributions made by the employees. ~~The County shall make~~ Such contributions shall be used by the County exclusively to offset a portion of the County's annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County's other post employment benefits (OPEB) obligations and shall not be used for any other purpose.
- ~~h. **Limited Reopener on Retiree Health Reimbursement Account:**  
Effective the third year of the agreement, the County and the Union shall reopen this section solely to consider the option of a retiree health reimbursement account. Any changes shall only be upon mutual agreement of both parties.~~

b) **Dental Insurance**

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

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

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



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

c) **Health Plan Bonus Waiver Program**

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

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

d) **Life Insurance**

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

e) **Vision Care Plan**

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

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

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

g) **County-wide Benefits**

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

**Section 13.3 – Training for Disabled Workers County Proposal June 15**

~~a) Vocational Rehabilitation Supplemental Job Displacement Benefit~~

~~When a worker is determined by the County unable to return to the classification in which he/she was employed at the time of injury or illness because of a work-connected illness or injury and does not elect a disability retirement, that worker will be offered vocational rehabilitation. Injured workers may be entitled to supplemental job displacement benefits, if any, subject to California Workers Compensation law.~~

~~b)a) Lateral Transfer/Demotion Openings~~

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

~~e)b) Salary Level~~

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



~~d~~c) **Training Program**

In those cases where the worker may not have the necessary prior experience or all the required skills but there is reasonable assurance that the worker will be capable of obtaining them through a designated formal on-the-job training program, the County will make reasonable efforts to place the worker in a training program.

~~e~~d) **Placement Review**

If, after a period on the job, it is demonstrated that the worker is unable to develop the required skills, knowledge and abilities and/or cannot meet the physical requirements to handle the new position, he/she will be placed on a leave of absence and the placement process begins again.

~~f~~e) **Promotions**

Any position which involves a promotion will call for the normal qualifying procedures, written and/or oral examination. However, if it is found that a worker meets all the qualifications for a higher paying position and an eligibility list is already in existence, the worker shall be allowed to take a written and/or oral examination, and, if the worker qualifies, the worker's name will be placed on the eligibility list commensurate with his/her score.

~~g~~) **Referral to Accredited Rehabilitation Agency**

~~In those cases where the County is unable, for one reason or another, to place a worker in a comparable occupation, that worker's case will be referred to an accredited rehabilitation agency as approved by the Division of Industrial Accidents for testing, counseling and retraining at either the County's or State's expense.~~

~~h~~) **State Legislation Authority**

~~The provisions of this Section shall not apply if State legislation removes from the County the control of training for disabled workers. This Agreement does not address, change, or otherwise impact California Workers Compensation law.~~

**Section 13.4 – Deferred Compensation Plan**

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

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

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

The Health Care Cost Containment Committee will also investigate other plan options for workers and retirees outside of the Santa Clara County service area, including contracting with out of area government agencies for local health plan coverage. With the agreement of the Union and the County, there shall be a limited mid-term re-opener for the purposes of implementing optional plans or changes to workers' benefits.

**Section 13.6 – Joint Childcare Committee**

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

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## ARTICLE 2 – NO DISCRIMINATION

Δ Proposal  
6/15/23 @ 4:38pm

### **County Proposal June 15**

#### **Section 2.1 – Employment**

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

#### **Section 2.2 – Union Affiliation**

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

#### **Section 2.3 – Diversity, Equity, and Inclusion**

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

#### **Section 2.4 – Americans with Disabilities Act**

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

#### **Section 2.5 – Work Environment**

The Union and the County jointly support a work environment free from discrimination, harassment, and retaliation, as required by law.



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

County not in agreement w/ UP May 30 County holds to CP April 14

### Section 4.1 – Official Representatives

#### a) Meetings with Management

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

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

#### b) Number for Release

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

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

#### c) Release Time Log

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

#### d) Bank of Hours

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

### Section 4.2 – Stewards

a) **Notification of Stewards**

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

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

b) **Grievance Related Release Time**

The County agrees to provide release time for:

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

c) **Grievance Related Worker Release**

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

d) **Grievance Investigation**

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

e) **Steward Release Time Log**

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

f) **Meetings with Management**

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

g) **Other Authorized Release Time**

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

**Section 4.3 – Chief Stewards**

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

**Section 4.4 – Negotiating Committee**

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

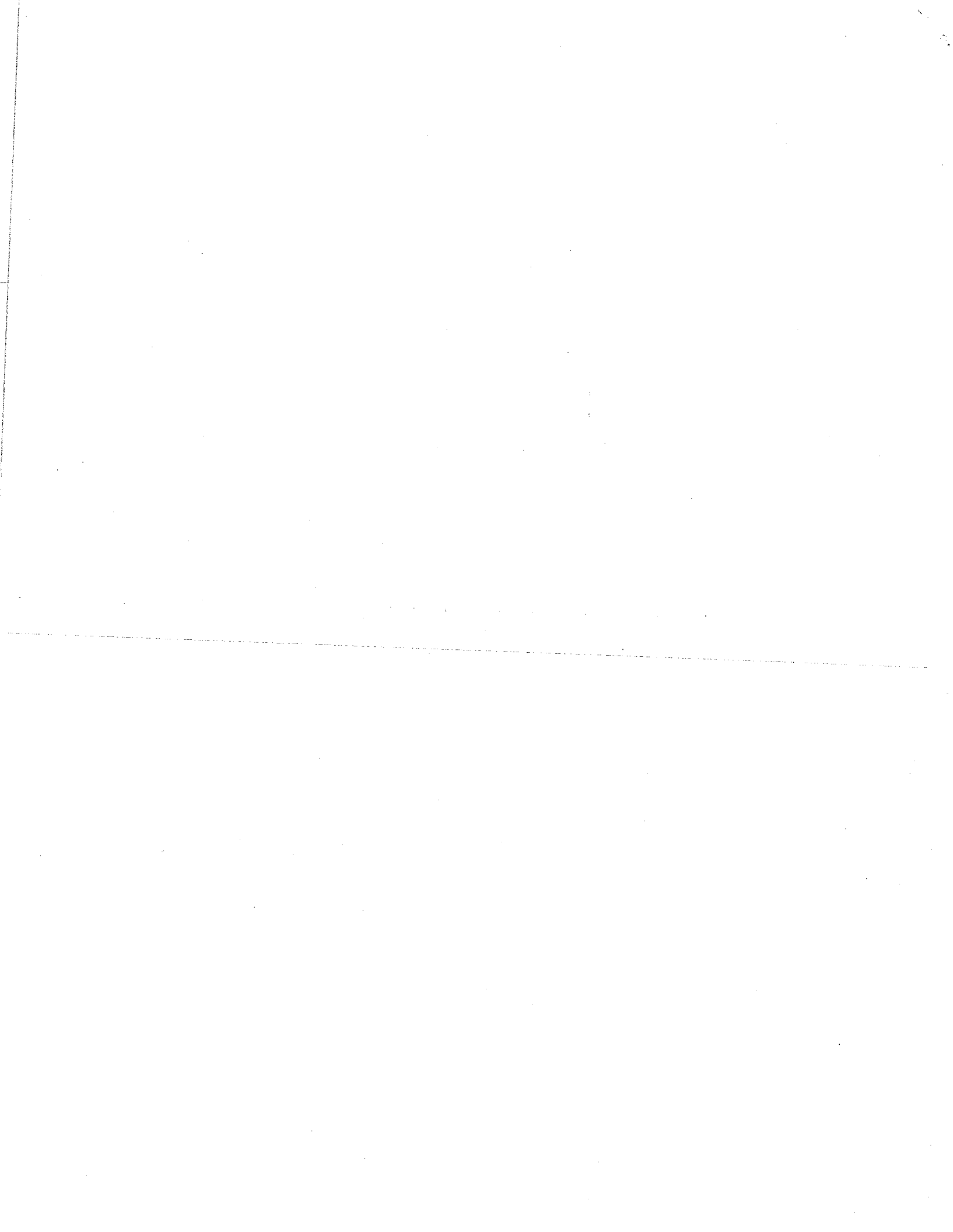
a) **Number of Union Worker Negotiators for Release**

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

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



2. For the Blue Collar Unit there shall be seven (7) committee members each. The County agrees to release seven (7) persons upon such request where required.
  3. For the Clerical Unit there shall be nine (9) committee members each. The County agrees to release nine (9) persons upon such request where required.
  4. For the Public Health Nursing Unit there shall be three (3) committee members. The County agrees to release three (3) persons upon such request where required.
  5. For the Environmental Health Unit there shall be three (3) committee members. The County agrees to release three (3) persons upon such request where required.
  6. For the Probation Counselor Safety Unit there shall be two (2) committee members. The County agrees to release two (2) persons upon such request where required.
  7. For the Social Services Unit there shall be seven (7) committee members. The County agrees to release seven (7) persons upon such request where required.
  8. For the Supervisory Unit there shall be three (3) committee members. The County agrees to release three (3) upon such request where required.
  9. The Chapter President and two (2) Vice Presidents.
- b) **Compensatory Time**  
Those negotiators who are on their own time during the meetings will not be granted compensatory time.
- c) **Resource People**  
Resource people for the unit negotiations shall be allowed on their own time, leave without pay, vacation, or compensatory time off to attend scheduled negotiation meetings for this unit to provide information to the committee on specific items on an as needed basis and as mutually agreed, prearranged and scheduled by the committees. The County shall facilitate arranging time off for resource people attending negotiations.
- d) **New Units**  
Should any new units be established for representation by Local 521, the parties will meet and confer regarding negotiation committee size.



6/15/23 @ 4:45pm

## Article 19 Package Proposal

Rejection in part or as a whole reverts back to County previous proposal of June 13, 2023

The County proposes a package proposal in which Article 19 reverts to CCL in exchange for SEIU agreeing to the pilot program contained in the Sideletter Agreement, below.

### Sideletter Agreement between the County of Santa Clara and SEIU Local 521 Article 19 -Grievance Procedure

The County of Santa Clara and SEIU, Local 521 (hereinafter referred to as the "parties") agree to this Sideletter Agreement ("Agreement"), including the pilot program for grievance processing contained herein. During this pilot program, the language, below, shall be temporarily substituted for the current Article 19.6 – Grievance Procedure. The struck-through and underlined language shows the terms that differ from Article 19.6 – Grievance Procedure in the parties' March 9, 2020 through June 25, 2023 Memorandum of Agreement.

#### I. PARTICIPATION

- A. This Pilot Program and the terms of this Agreement shall apply to all grievances filed by SEIU or the County.

#### II. NEW TERMS

##### Section 19.6 – Formal Grievance Procedure

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

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;
5. The consideration given or steps taken to secure informal resolution;



6. The corrective action desired; and
7. The name of any person or representative chosen by the worker to enter the grievance.

A decision shall be made in writing within twenty (20) working days of receipt of the grievance.

The Union/worker(s) are responsible for ensuring that their written grievances contain facts and contentions that are fully developed and specifically address all of the above identified information requirements. If the Union's/worker(s)' grievance does not fully develop and/or is missing relevant facts or contentions, the County may remand the grievance to the Union/worker(s) for full development of the Union's/worker(s)' facts and contentions, amendment of the written grievance, and subsequent further consideration at that level. Any remand by the County shall occur within twenty (20) working days of receipt of the grievance. If the grievance is remanded, the Union/worker may request to meet at the informal level within ten (10) working days after the grievance is remanded. Thereafter, the time limits and procedures applicable to Step One shall apply.

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.

- a) **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.
- b) **Step Three** - If the aggrieved is not satisfied with the Step OneTwo decision, he/shethey 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.

- c) **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.

- d) **Arbitration** For the term of this agreement the County and the Union have agreed to the following panel:

John Kagel  
Paul Roose  
Katherine Thomson  
Monica Colondres

David Weinberg  
Alexander Cohn  
Luella Nelson

**\*\* Subject to change to conform to the parties' agreed-upon arbitrators in the Master.**

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.

### **III. EVALUATION**

At the end of the pilot period the parties will evaluate this Pilot Grievance process to determine if the process has been effective for both parties in processing grievances. Both parties are expected to take part in the evaluation process to help provide feedback and suggestions.

### **IV. TERM**

Unless extended by mutual agreement, this Agreement shall end by its own terms at the conclusion of the pay period containing December 22, 2024 and shall not constitute the status quo.