

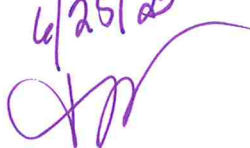
APPENDIX N – STATE DISABILITY INSURANCE (SDI)


The Union and the County agree as follows regarding coverage of the bargaining units listed below by the State Disability Insurance plan (SDI):

Clerical Unit
Administrative Professional and Technical Unit
Blue Collar Unit
Public Health Nursing Unit
Environmental Health Unit
Social Services Unit
Supervisory Unit

1. The County will register all bargaining units listed herein with the director of Employment Development Department for the purposes of SDI coverage for represented workers.
2. The Controller's Office shall withhold wage earner contributions each pay period at the rate set pursuant to the Unemployment Insurance Code and forward the funds to the State Disability Fund.
3. Within one week of being disabled from work, the worker or his/her representative must contact the office designated by the County to provide information on the following:
 - a) The date the disability/illness commenced;
 - b) The estimated duration of the disability;
 - c) A phone number where the worker can be reached;
 - d) The election of sick leave/vacation usage during the first week of disability;
 - e) Whether or not the employee is planning to file for SDI;
 - f) The election to integrate sick leave and vacation pay with SDI benefits.
4. A worker who is determined to be eligible to receive SDI benefits and who has made timely election to integrate shall be paid a biweekly amount (accumulated sick leave/vacation) which, when added to SDI benefits, shall approximately equal his/her normal biweekly net pay after taxes (overtime is excluded). Such warrants will be issued on normal County paydays.

If notification is not received, no integration of sick leave or vacation will be effected. However, one time only, the workers may elect integration and it shall be implemented at the start of the next pay period. In such case, integration payments shall be made prospective only.

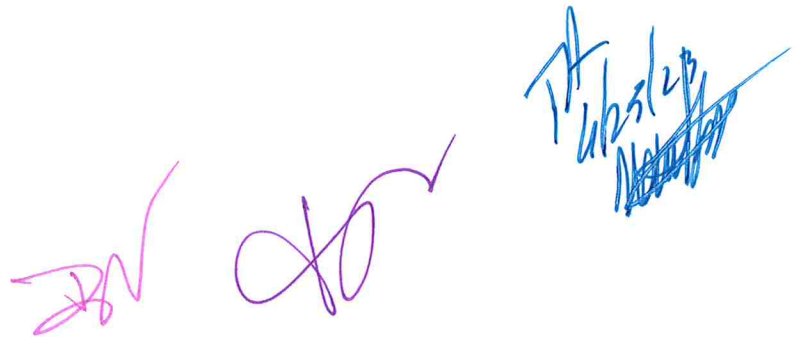
6/25/23


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APPENDIX N – STATE DISABILITY INSURANCE (SDI)

The employee will have the responsibility to notify the office designated by the County of any change in status (either health or length of disability) that may affect his/her return to County employment.



Three handwritten signatures are present at the bottom of the page. The first two are in purple ink and are highly stylized, appearing to be initials or names. The third signature is in blue ink and is more legible, appearing to read "Thompson" with a large flourish extending from the end.

Understanding on the Topics that Require Office of Labor Relations and Institutional Union Participation

A. Below are topics that require Labor Relations and Institutional Union participation in any agreements, including agreements as a result of a meet and confer (M&C) or settlements:

Departmental Agreements
Alternate Hours Agreement (Section 8.14 of the MOU)
Layoffs (Impact)
Discipline Settlement
Grievance Settlement
Extension of Probationary Period
Any M&C that result in monetary modification (including adding new classifications to receive differentials or premiums, on call pay, etc. that requires changes to the MOU)
Overpayment
Any items outlined in the contract which provides the County to notify, or meet with the Union (such as Section 8.7 On-Call Pay, or Appendix H Contracting Out)
Any changes to the terms of the contract
Reorganization (in accordance with the terms of the MOU)

With the exception of layoff impact meetings, discipline settlements where the union is not representing the worker and reorganization, any agreement or settlement must be signed by both parties.

B. Below are topics that do not require Labor Relations presence for resolution:

Schedule Changes (Core Hours or starting and quitting times) for individual employees, allocation review, classification study, and any changes to job specifications.

The above topics are not an all inclusive list. Should there be questions about the lists above or a topic is not outlined above, the parties shall discuss issues or questions to reach a common understanding.

Date: 5-22-12

County of Santa Clara: *Sandra Pool* SEIU Local 521: *Susan J. Ryan*

TA 6/25/23
JV

6/25/23
[Signature]

4/25/23
[Signature]

Job Classifications for the Purposes of Layoffs

The following Agreement memorializes the discussions during negotiations regarding the following job classifications for the purpose of layoffs:

Psychiatric Social Worker (PSW) I
Psychiatric Social Worker (PSW) II
Marriage Family Therapist (MFT) I
Marriage Family Therapist (MFT) II

Section 5.1 Seniority Defined shall apply with the following additional credit for time in a worker classification:

1. For Psychiatric Social Worker II (PSW) workers: For the purpose of computing total time in the worker's classification, the worker shall be given credit for all time in classification as a Psychiatric Social Worker I.
2. For Marriage Family Therapist II (MFT) workers: For the purpose of computing total time in the worker's classification, the worker shall be given credit for all time in classification as a Marriage Family Therapist I.
3. PSW II and MFT II workers on probation shall still be considered less senior than PSW II and MFT II workers with permanent status regardless of date of hire as calculated in accordance with #1 and #2 above.
4. PSW I and MFT I workers on probation shall still be considered less senior than PSW I and MFT I workers with permanent status regardless of date of hire as calculated in accordance with #1 and #2 above.
5. For the purpose of layoffs, PSW II and MFT II are considered one classification. If the position requires a special license or skill (i.e. MFT license instead of PSW license) then section 5.10 – Re-employment list subsection b) shall apply.
6. For the purpose of layoffs, PSW I and MFT I are considered one classification. If the position requires a special license or skill (i.e. MFT license instead of PSW license) then section 5.10 – Re-employment list subsection b) shall apply.

This language agreement will not change any transfers or layoffs that were to be implemented prior to July 26, 2011.

Date: 5-22-12

County of Santa Clara *[Signature]* SEIU Local 521 *[Signature]*

TA 6/25/23
[Signature]

6/25/23
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6/25/23
[Signature]

Non-Sworn Workers in Internal Affairs (IA) Administrative Investigation

The County and the Union agree to meet to discuss and attempt to resolve the issues around non-sworn workers in IA investigations. The meetings will include Labor Relations and Union staff to assist in the discussions.

Meetings shall commence as soon as reasonably feasible.

Date: 5-22-12

County of Santa Clara:

Sarah Poole

SEIU Local 521:

Susan G. [Signature]

IA 6/25/23
[Signature]

6/25/23
[Signature]

6/24/23
[Signature]

Documents sent electronically via e-mail

This Agreement is entered into on May 12, 2010, between the County of Santa Clara and Service Employees International Union Local 521.

For reasons of cost cutting and with new technology the above parties agree to the following changes in the way we certify delivery of documents for timeline purposes and is applicable to all contracts current in effect for which the County entered into with the prior SEIU Local 715, prior Local 535 Worker Chapter and prior Local 535 Supervisory Chapter.

The parties agree that documents sent electronically via email are acceptable form of communication and proof of service for time line issues and is allowed specifically in the place of Certified US Mail wherever required in the above-referenced labor contracts. The "time stamp" of the email by the receiving party is controlling. If there is a dispute, the sending party's email record may be used to assist in resolving any timeliness issue. Still unresolved timeline issues may be items of further dispute relative to the subject matter at hand. Items sent by Certified US Mail will still be acceptable, but not required.

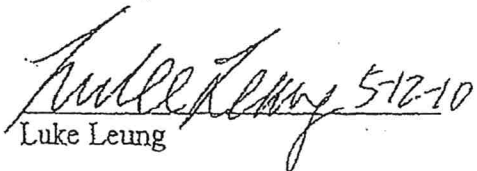
The documents may include, but not limited to recommended discipline letter, final disciplinary actions, grievances, grievance response, etc.

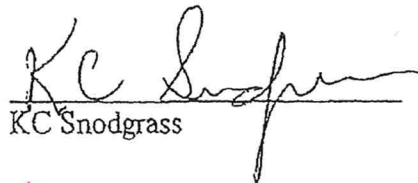
Each party will give the other party the name or names of persons and their email address as official recipient of such documents. Evidence of "full" mail boxes resulting in non acceptance by the receiving party, or evidence of receiving party email system malfunction experienced by the sending party automatically extends the time by one full County business day.

Either party may cancel this agreement upon ten (10) calendar days notice to the other.

For County of Santa Clara:

For SEIU Local 521:


Luke Leung


KC Snodgrass

5/12/10

6/24/23


TA 6/25/23


TA
6/25/23




**SIDE LETTER OF AGREEMENT
BETWEEN
COUNTY OF SANTA
CLARA AND SEIU
LOCAL 521**

- A. This Agreement addresses matters related to Article 13.2 (5) (g) Medical Benefits for Retirees.
- B. The purpose of this side letter is to memorialize the parties agreement to meet during the term of this agreement to discuss the feasibility of establishing a Retiree Health Reimbursement Account. The parties agree to meet upon request by either party to review and discuss items directly related to this. The contract shall not be re-opened, unless by mutual agreement of the parties.
- C. The County agrees to provide all pertinent information related to the discussions on this matter.

6/26/23


TA 6/25/23


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6/25/23




County of Santa Clara Website:

<http://www.sccgov.org/>

SEIU Local 521 Website:

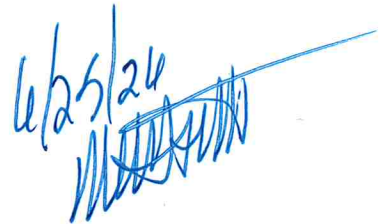
<http://www.seiu521.org/>

**The Nepotism Policy can be found on the County's
website listed below:**

**[https://connect.sccgov.org/sites/policies/policypages/
Pages/Nepotism-Policy.aspx](https://connect.sccgov.org/sites/policies/policypages/Pages/Nepotism-Policy.aspx)**

6/24/23


JA 6/25/23


6/25/24


Employee's Rights During Administrative Investigation (Article 6.2a)

- Upon request, an employee has a right to have a representative present at an investigatory meeting with the employer where it is reasonably likely that disciplinary action against that worker may result.
- A worker has the right to know the purpose of a meeting with a supervisor/investigator.
- If asked, the supervisor/investigator must reveal any intent to conduct an investigatory meeting that might lead to discipline of the worker asking, and give that worker sufficient time to secure representation for such meeting.
- The worker may not unreasonably postpone the meeting to find a particular representative but may have to accept the presence of the steward, or union worksite organizer or other representative who can be available within a reasonable period of time.
- Regarding any investigatory meeting with a worker that may lead to discipline of that worker, the County shall permit a steward, worksite organizer, or representative to be present to assist the worker during such meeting.
- Securing representation is the responsibility of the worker.
- Supervisors/Manager/ Investigator shall not be involved in the selection of a steward, union worksite organizer or other representative.

For additional rights and responsibilities during disciplinary investigations or internal affairs investigations review Article 6 of this agreement.

4/24/23


TA 6/25/23



6/25/23


ARTICLE 26 – STRIKES AND LOCKOUTS


County Proposal June 24

During the term of this Agreement, the County agrees that it will not lock out workers and the Union agrees that it will not engage in any concerted work stoppage. A violation of this Article will result in cessation of Union dues deduction by the County.

~~If a worker represented by Local 521 is expected to cross a picket line set up due to a labor dispute sanctioned by the Central Labor Council and if the crossing of that picket line is in conflict with the worker's conscience, the County Executive and his/her staff will meet, if requested, within twenty four (24) hours with Local 521 and attempt to reassign said worker in a manner which retains County services and does not result in disciplinary action against the worker.~~

JA 6/26/23
@ 12:17 PM


6/26/23


JA
6/25/23


ARTICLE 10 – HOLIDAYS

County holds to CP April 14

Section 10.1 – Legal Holidays

The following shall be observed as legal holidays:

- a) January 1st
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February
- d) March 31st (Cesar Chavez' Birthday)
- e) Last Monday in May
- f) Juneteenth, June 19th
- g) July 4th
- h) First Monday in September
- i) Second Monday in October
- j) Veteran's Day to be observed on the date State of California workers observe the holiday
- k) Fourth Thursday in November (Thanksgiving Day)
- l) The Friday following Thanksgiving Day (Day after Thanksgiving)
- m) December 25th
- n) Other such holidays as may be designated by the Board of Supervisors

All previous informal time off practices are eliminated and unauthorized.

Section 10.2 – Legal Holiday Observance -CCL

Workers shall enjoy the same number of legal holidays, regardless of variations in workweeks. Legal holidays which fall on Sunday are observed on the following Monday. Legal holidays which fall on Saturdays shall be observed on the preceding Friday. Legal holidays which fall during a vacation period or when a worker is absent because of illness shall not be charged against the worker's vacation or sick leave balance. When the County legal holidays fall on a worker's scheduled day off, the day shall be added to the worker's vacation balance.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All Tas subject to ratification by the BOS.

New language is underlined.

Deleted language is struck through.

Current contract language is CCL

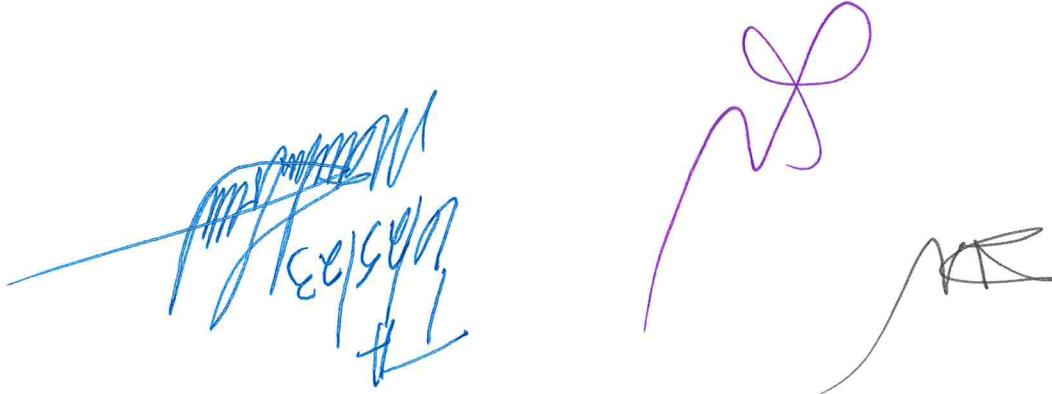
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Section 10.3 – Legal Holiday Work -CCL

If work on a legal holiday is assigned and authorized by the County Executive, such time worked by regular workers shall be paid in cash at a rate of one and one-half (1 1/2) times the regular hourly rate, including premium pay for shift differentials, plus any legal holiday pay to which the worker may be entitled. Legal holiday work if authorized shall be offered first to regular workers within the work unit. No worker may elect to work a legal holiday that falls on the worker's normal day off. A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation.

Section 10.4 – Independence Day, Christmas and New Year's Holiday – Actual Calendar Day vs. Day of Observance -CCL
When Independence Day – July 4, Christmas Day - December 25 or New Year's Day - January 1 actually falls on a Saturday or Sunday, workers who are normally scheduled to work on that day and actually work, shall receive legal holiday pay in accordance with Section 10.3 for the time worked on Independence Day, Christmas Day or New Year's Day. For these workers, no legal holiday pay shall be paid for work on the observed day (either the Friday prior to, or the Monday that follows Independence Day, Christmas Day or New Year's Day). It is understood that the Union may waive departmental agreement provisions for purposes of this section.

The image shows two handwritten signatures. The first signature is in blue ink and is written over a date stamp that reads '7/25/23'. The second signature is in purple ink and is written below the first one.

ARTICLE 6 – PERSONNEL ACTION

County proposal June 20

Section 6.1 – Initial and Subsequent Probationary Periods -CCL

- a) Each new worker shall serve a probationary period of nineteen (19) complete pay periods unless otherwise indicated in the appendices when it shall be twenty-five (25) complete pay periods or 12 months as denoted. Workers who have attained permanent status in a classification and have been appointed to a new classification by appointment from an eligible list or by means of transfer shall serve a subsequent probationary period of 6 months, as outlined in County ordinance, Section A25-191, which shall be counted as thirteen (13) complete pay periods, unless otherwise noted in the appendices. An incomplete pay period served on initial or subsequent probationary appointment shall not be counted as complete pay periods. Upon successful completion of the probationary period, the worker shall be deemed a permanent worker in the classification for which they served the probationary period. A leave of absence without pay shall not be credited toward completion of the worker's probationary period. The parties agree that probationary workers in a classification covered by this Agreement shall have all rights in this Agreement, unless otherwise specified, including full and complete access to the grievance procedure set forth in this Agreement. Consistent with County Charter Section 704(e), probationary workers serving an initial probationary period may not appeal to the Personnel Board, suspensions, demotions, or dismissals. Consistent with 19.1 (b) (2) of this Agreement, probationary workers may not grieve probationary release.
- b) Classified probationary workers and unclassified workers who have not completed a period equal to the probationary period for a comparable classified position shall have the right to request and receive Department/Agency administrative review of disciplinary action taken during the applicable probationary period. Such review must be requested in writing within ten (10) working days of the disciplinary action or it is waived. The department/agency head, or his/her designated representative, shall hear and make a decision in writing which he/she shall issue within sixty (60) business days. The sixty (60) business day period shall not commence until all investigations, administrative proceedings, and litigation related to the worker's employment, as well as discussions between the County and Union about potential resolutions, have concluded. Failure by the County to comply with the sixty (60) business day period shall not result in or serve as a basis for the County being required to reinstate the worker.

Notice of disciplinary action must be served on the worker in person or by certified mail prior to the disciplinary action becoming effective. Notice shall be included in worker's personnel file and a copy sent to the Union and designated Chief Steward, and shall include:

1. Statement of the nature of the disciplinary action.

From: SCCo To SEIU June 24, 2023
This proposal includes all previous proposals unless specifically modified herein.
All Tas subject to ratification by the BOS.
New language is underlined.
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Current contract language is CCL
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JA 6/25/23
@ 11:58pm
JAV

6/25/23
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2. Effective date of the action.

3. Statement of the cause thereof.

4. Statement in ordinary and concise language of the act or omissions upon which the causes are based.

5. Statement advising the worker of the right to an administrative review of such action and the right to Union representation.

Such worker shall be given five (5) days' notice of discharge, or demotion, or five (5) days pay, except where circumstances require immediate action.

c) A worker serving a new probation in the classified service, who transferred from the same classification in the unclassified service and had grievance rights pursuant to Section 6.7, shall retain those rights while serving in the new probation period in the classified service.

d) A worker with underlying permanent status, who is serving a subsequent probationary period, and who is released during the probationary period, shall retain the right to appeal such release to the Personnel Board and the right to return to his/her former class in accordance with Section 6.10. Such worker shall receive a ten (10) working day notice of release except where circumstances require immediate action.

Section 6.2 – Administrative Investigation

a) **Employee's Rights During Administrative Investigation:**

Upon request, an employee has a right to have a representative present at an investigatory meeting with the employer where it is reasonably likely that disciplinary action against that worker may result.

A worker has the right to know the purpose of a meeting with a supervisor, manager, and / or investigator. If asked, the supervisor, manager, and / or investigator must reveal any intent to conduct an investigatory meeting that might lead to discipline of the worker asking, and give that worker sufficient time to secure representation for such meeting. The worker may not unreasonably postpone the meeting to schedule a particular representative but may have to accept the presence of the steward, or union worksite organizer or other representative who can be available within a reasonable period of time.

Regarding any investigatory meeting with a worker that may lead to discipline of that worker, the County shall permit a steward, worksite organizer, or

Coaching, mentoring, verbal counseling or written counseling will identify the expectations of the worker, or identify the issue to be corrected, and give guidance on how to correct the issue and provide for a reasonable period for the worker to make the correction. Coaching and mentoring through the progressive discipline philosophy are not considered discipline nor are they grievable.

Job expectations and/or objectives will be provided to probationary workers. Work performance and behaviors will be evaluated during a worker's probationary period.

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

Section 6.4 – Counseling and Unfavorable Reports -CCL

a) Counseling

In the event that a worker's performance or conduct is unsatisfactory or needs improvement, informal verbal or written counseling shall be provided by the worker's lead or first-line supervisor. Counseling should normally be separate from on-going worksite dialogue and should address performance or conduct which, if not improved, may eventually result in further disciplinary action. Documentation of such counseling shall be given to the worker at the time of the counseling and will not be placed in the worker's personnel file. The County shall attempt to use counseling first, prior to any unfavorable reports being issued, when the situation warrants only a counseling. Counseling should normally take place between the worker and the lead or first-line supervisor only. Should the supervisor or lead be assisted during the counseling, the worker shall have the right to have his/her representative present.

No written counseling and or documentation of verbal counseling shall be used for discipline provided no related personnel action was taken within eighteen (18) months of date of issuance.

Personnel action constitutes any action taken under any one of the following Sections 6.1, 6.4, 6.5, 6.6, 6.7.

b) Unfavorable Reports on Performance or Conduct

If upon such counseling a worker's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor including specific suggestions for corrective action, when the situation allows. A copy shall be given to the worker and a copy filed in his/her personnel file. No unfavorable reports shall be placed in a worker's file unless such report is made within fifteen (15) working days of the County's knowledge of the occurrence or incident which is the subject of this report. The counting of the fifteen (15) working days shall begin at the conclusion of an investigation. Workers shall have the right

representative to be present to assist during such meeting. The representative and worker may confer during breaks, which the investigator shall not unreasonably deny.

Requesting and securing representation is the responsibility of the worker. Supervisors, Managers, and/or Investigators shall not be involved in the selection of a steward, union worksite organizer or other representative.

b)

Employee Rights During Internal Affairs Investigations:

1. Internal Affairs (IA) will include in its administrative admonishment to a non-peace officer employee who is the subject of the investigation the following, if applicable:
 - The interview will be recorded and the employee will have the right to bring his/her own recording device.
 - The employee will have access to the audio recording of his/her interview if any disciplinary action is contemplated or prior to any further questioning at a subsequent time.
2. When IA is directing the witness not to discuss the investigation directly or indirectly with any other person, the administrative admonishment will include the following:
 - After the witness has been interviewed and IA has concluded its interview of the witness, the witness may speak to the representative of the employee who is the subject of the investigation.

c) Authority of Investigator

In a County investigation, the County may authorize a supervisor, manager, and/or internal or external investigator to conduct internal investigations. Workers are required to fully participate and cooperate to the same extent regardless of whom the County designates as its investigator. This section is not a waiver of any representation rights to which the worker is legally entitled.

Section 6.3 – Philosophy on Discipline

The intent of progressive discipline is to be corrective in nature and allows for a worker to correct behavior. Ordinarily, the County will use progressive discipline in correcting the behavior of a worker. However, the circumstances of each case dictate the appropriate progressive disciplinary response, and the County reserves the right to skip one or all levels of progressive discipline in appropriate circumstances. The County and the Union agree that the level of discipline recommended for any instance of discipline should take into account the nature and seriousness of the offense as well as the employee's record.

to grieve the factual content and timeliness of such reports and/or attach a written response to the report for inclusion in their personnel file.

Section 6.5 – Recommended Disciplinary Action - Permanent Classified -CCL

The County may take disciplinary action for cause against any permanent classified worker by suspension, demotion or discharge by notifying the worker in writing. Notice of recommended disciplinary action must be served on the worker in person or by certified mail. The notice shall not be included in the worker's personnel file. Copies shall be delivered to the Union and designated Chief Steward in person or by regular mail and shall include:

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement of the worker's right to respond, either orally at a meeting requested by the worker, or in writing. The opportunity to respond shall normally take place within seven (7) working days following the initial notice of intended action.
- f) In all cases of disciplinary action, the notice shall include a statement advising the worker of the right to appeal to the Personnel Board from such action and the right to Union representation.

Section 6.6 – Notice of Final Disciplinary Action - Permanent Classified -CCL

The County may take disciplinary action for cause against any permanent classified worker by suspension, demotion or discharge by notifying the worker in writing. Notice of final disciplinary action shall be served on the worker in person or by certified mail prior to the disciplinary action becoming effective. The notice shall be included in the worker's personnel file. Copies shall be delivered to the Union and the designated Chief Steward in person or by regular mail and shall include:

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.

From: SCCo To SEIU June 24, 2023

This proposal includes all previous proposals unless specifically modified herein.

All TAs subject to ratification by the BOS.

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- (d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- (e) Statement advising the worker of the right to appeal to the Personnel Board from such disciplinary action and the right to Union representation.

Workers serving a suspension of one full pay period or more shall have his/her suspension served over multiple pay periods to avoid the loss of health benefits.

Section 6.7 – Disciplinary Action – Unclassified Workers -CCL

Unclassified workers who have completed nineteen (19) complete pay periods or twenty-five (25) complete pay periods (the period being equal to the probationary period for a comparable classified position) may grieve disciplinary action on the grounds that such discipline was not for cause. Such grievance shall comply in all respects with Article 19 of this contract.

Notice of disciplinary action must be served on the worker in person or by certified mail prior to the disciplinary action becoming effective. Notice shall be included in workers personnel file and a copy sent to the Union in person or by regular mail and designated Chief Steward, and shall include:

- (a) Statement of the nature of the disciplinary action.

- (b) Effective date of the action.

- (c) Statement of the cause thereof.

- (d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.

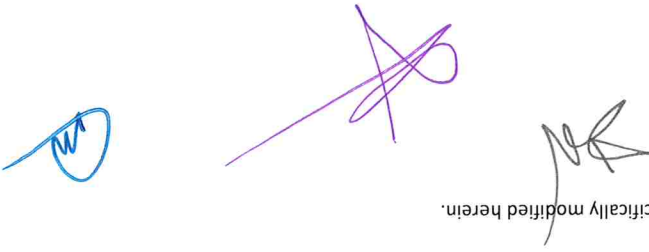
- (e) Statement advising the worker of the right to appeal from such action and the right to Union representation.

Unclassified workers shall be given five (5) days' notice of discharge or demotion except, where circumstances require immediate action.

Workers serving a suspension of one full pay period or more shall have his/her suspension served over multiple pay periods to avoid the loss of health benefits.

Section 6.8 – Return to Former Class -CCL

As an alternative to appointment from any employment list, other than a re-employment list, any current regular worker, upon recommendation of the appointing authority and approval by the Director of Personnel, may be appointed without further examination to a



position in any class in which regular status had formerly been acquired, or to any related class on a comparable level with the former class. In cases where this procedure is used by a person who has had a break in service of one (1) year or more from the former classification, the salary step in the new range shall be determined under the provisions of Article 7, Section 7.3.

Section 6.9 – Unclassified Appointment -CCL

No worker, while holding a position in the Unclassified Service, shall be assigned to or occupy any classified position covered by this Agreement except as provided for under County ordinance section A25-640. Nothing herein shall prevent workers from serving on Boards and Commissions in accordance with County policies and procedures.

Section 6.10 – Rights Upon Promotion or Transfer to Classified or Unclassified Service -CCL

Any permanent worker who receives a provisional or probationary promotion, or who is transferred or promoted to a position in the unclassified service shall retain all rights and benefits as a permanent worker of his/her former class while in such provisional, probationary, or unclassified status. These include the right to participate in promotional examinations and the right to return to his/her former class if released while in such status. All such service shall count toward seniority credits in the worker's former class in the event the layoff procedure is involved.

Any permanent worker who receives a provisional promotion, or who is transferred or promoted to a position in the unclassified service, the duration of which is known to be for less than six (6) months, shall be considered to be on leave from his/her permanent position and departments are authorized to make substitute appointments to such vacated positions.

Section 6.11 – Performance Appraisal Program Union Agreed to County Proposal dated April 14

The program covers all workers represented by the Union, with the exception of extra help employees unless otherwise required by state or federal regulation or law. With the exception of clerical leads, leads may provide input to supervisors on performance appraisals. Leads will not write or issue performance appraisals on other workers but may be in attendance to observe the issuance and any discussion of the performance appraisal. If the worker objects to the Lead being present, the Lead shall not attend. Performance appraisals shall be conducted during a worker's initial probationary period.

It is agreed that tThe performance appraisals will not be used by the County, the worker or the Union in the disciplinary process or for the purpose of transfers or for the purpose of promotions.



Section 6.12 – Personnel Files Union TA on 6/6 to CP dated April 14

The County shall maintain a personnel file for each worker. The department may also maintain a personnel file for each worker. Workers shall have the right to review both of their personnel files or authorize review by their representative. No adverse material will be inserted into the worker's personnel files without prior notice to the worker. Workers may cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of correspondence originating from other sources directly related to their job performance.

Notices of Recommended Disciplinary Actions including any attachments or disciplinary actions overturned on appeal shall not be retained in a worker's personnel file.

An unfavorable report shall be removed from the worker's personnel file at the end of two (2) years except unfavorable reports involving charges as listed in A25-301(a)(4) Brutality in the performance of duties and (b)(2) Guilty of immoral conduct or a criminal act and provided no additional discipline has been issued during the intervening period.

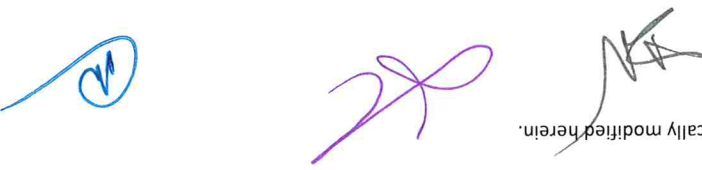
Materials relating to suspensions which become final will be removed after three (3) years if no other suspensions have occurred during the three (3) year period except those involving charges as listed in A25-301(a)(4) Brutality in the performance of duties and (b)(2) Guilty of immoral conduct or a criminal act.

Unfavorable reports or materials relating to suspensions may be removed from the worker's personnel file earlier than the regular removal schedule through a mutually agreed settlement.

Section 6.13 – Lateral Transfers -County proposes CCL

When making a lateral transfer or demotion to another class, an application review by the Personnel Director shall be deemed an appropriate qualifying examination for workers in instances where a qualifying examination is required. If otherwise qualified under this provision and the only prohibition to lateral transfer is the salary of the new class, it shall be deemed to be a lateral transfer if the move from one classification to another does not exceed fifteen percent (15%) upward range movement.

If a worker was moved to a lower classification due to his/her prior class being eliminated, abolished or a worker is laid off from his/her position and was placed on a re-employment list, the transfer band shall be calculated step to step, e.g., step one of the prior classification to step one of the new classification or step five of the prior classification to step five of the new classification. When determining the difference between classifications by using equivalent step to step, the actual step used to calculate the transfer band shall be the step that provides the worker the most benefit. Transfers under



this provision may be made for a period of eight years from date of movement to the lower classification.

Section 6.14 – Administrative Transfers -County Modifies CP dated April 14, 2023 on May 9, 2023

Administrative transfers are based on the needs identified by the Department/Agency. Absent a departmental agreement, seniority (based on days of accrued service) shall be used when it is necessary to transfer a worker within the Department/Agency and between two geographical locations. For the purpose of this section, geographical locations is defined as two different street addresses. The transfer will be conducted as follows:

1. Volunteers who hold a position in the same classification. If there is more than one volunteer, they shall be selected in the order of most seniority (based on days of accrued service absent a departmental agreement).
2. If there are no volunteers, the least senior worker will be assigned. (Based on days of accrued service absent a departmental agreement).

Note: The County will notify the Union in a timely fashion of any planned Administrative Transfers. Upon Union request, the County will meet to determine the group of workers to be designated for the seniority purposes of this section.

3. Transfers necessary to comply with provisions of the Americans with Disabilities Act shall not be governed by this section.
4. Transfers necessary to comply with any other requirements of law as in transfers necessitated by civil rights complaints shall not be governed by this section. However should an investigation of a complaint to EOD or complaints of other civil rights violations not be sustained, a transferred worker will have the right to return to his/her former position and location.
5. This section shall not apply to transfers made pursuant to a reorganization, as defined under Article 21, which are subject to the process described in Article 21.

Section 6.15 – Minimum Qualification Application -CCL

Minimum qualifications in job bulletins announcing examinations shall not exceed the minimum qualifications listed in the job specification. A worker shall have the right to take an examination for any County appointment if the worker meets the minimum qualifications/employment standards listed in the job specification, for that appointment, unless specified otherwise in this Agreement and/or in the Merit System Rules. Any

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worker whose application for examination has been disqualified shall be notified in writing. The notification shall include an explanation of why the worker does not meet the minimum qualifications that led to their disqualification. Any worker whose application for examination has been disqualified may make corrections/revisions within the timeframe specified in the notification prior to the examination.

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ARTICLE 13 – BENEFIT PROGRAMS

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**

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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 treator.

Clothing Claims

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

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

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

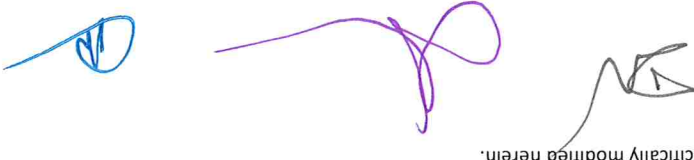
However, both of the above are limited by a fifty dollar (\$50.00) maximum. (Nothing in this Section is intended to replace or supersede Section 9.2 which provides for replacement of items damaged, lost or destroyed in the line of duty.)

Section 13.2 – Insurance Programs
a) **Medical Insurance**

1. Insurance Plans

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

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



Non-VHP HMO 0% Single, 2%, Adult and child(ren), Two adults or Family
 POS 0% Single, \$52.83 Family

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

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

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

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

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

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

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

~~Limited Reopener on Medical Insurance plans and plan designs: 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.

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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.

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

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 (OPFB) 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 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.

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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.

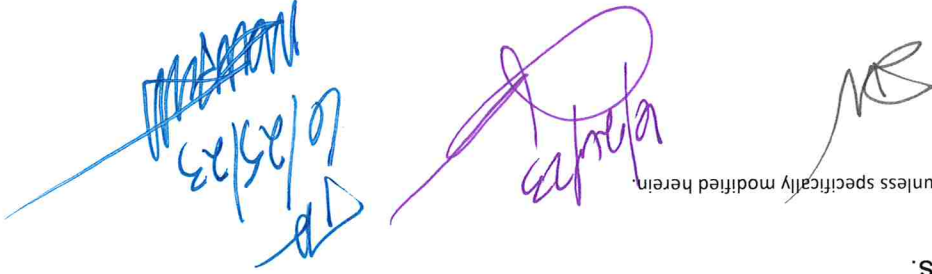
5. Retirement is ~~not~~ an IRS defined qualifying event. If a worker who is enrolled in the Health Plan Bonus Waiver Program retires during the plan year, the retiree is ~~not~~ eligible to enroll in retiree medical coverage. ~~upon retirement until the next open enrollment period after retirement, 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 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.



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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) **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.

c) **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) **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) **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) **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

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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.

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 13.4 – 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.

~~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.~~

~~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.~~

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.

ARTICLE 21 – REORGANIZATION

County Holds to CP June 20

For the purpose of this article, “reorganization” is defined as a change of organizational structure within a department or within the County that results in substantial changes or a written plan that outlines cumulative changes resulting in substantial changes and alters the basic relationships among the core functions of that department and the working relationships among the affected employees who carry out those functions in the agency or established workgroup within the department/agency. Reorganization could include, but is not limited to changing or deleting of a program, or merging of programs within a Department, or changing the Department’s reporting structure within the County.

The County will notify the Union a minimum of 60 calendar days prior to the reorganization of any department/agency. Should the reorganization impact wages, hours, or terms and conditions of employment, the County and the Union agree to meet and confer regarding the impact of such proposed reorganization 45 calendar days prior to the reorganization. The parties agree to meet promptly to ensure timely implementation of any changes. Modifications to any noticed reorganization will not require a new 60-day notice or otherwise reset the timelines contained in this Article.

New language

Upon the Union’s request the department/agency will meet with the Union and explain the business rationale for the reorganization and consider any alternatives proposed by the Union.

~~Should the reorganization impact wages, hours or terms and conditions of employment, the County and the Union agree to meet and confer regarding the impact of such proposed reorganization 45 calendar days prior to the reorganization. The parties agree to meet promptly to ensure timely implementation of any changes.~~

In cases of emergency, when it is determined that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice, such notice and the opportunity to meet shall be provided at the earliest practicable time following the adoption of the ordinance, rule, resolution, or regulation.

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