

## ARTICLE 19 – GRIEVANCE PROCEDURE

### SEIU 521 Union Counter Proposal – May 11, 2023 @ 3:16p

#### **Section 19.1 – Grievance Defined - CCL**

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

- a) **Definition** A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, Department Memoranda of Agreement and/or Understanding Merit System Rules, or other County ordinances, resolutions, Policy and/or Procedure Manuals, or alleged infringement of a worker's personal rights (i.e., discrimination, harassment) affecting the working conditions of the workers covered by this Agreement, except as excluded under Section 19.1(b)
- b) **Matters Excluded From Consideration Under the Grievance Procedure**
1. Disciplinary actions taken under Section 708 of the County Charter.
  2. Probationary release of workers.
  3. Position classification.
  4. Workload/Caseload.
  5. Merit System Examinations.
  6. Items requiring capital expenditure.
  7. ~~Article 2 – No Discrimination~~
  8. Items within the scope of representation and subject to the meet and confer process.

#### **Section 19.2 – Grievance Presentation - CCL**

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

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step One without written concurrence of the Union.

The Union shall have the right to appear and be heard in all individual or group grievances at any step. Upon request by County, the Union shall appear and be heard in such grievances at any step.

### **Section 19.3 – Procedural Compliance -CCL**

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

### **Section 19.4 – Time Limits -CCL**

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

### **Section 19.5 – Informal Grievance Step -CCL**

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

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

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

### **Section 19.6 – ~~Formal~~ Grievance Procedure**

a) **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 grievance meeting shall take place within ten (10) working days of receipt of the grievance. A decision shall be made in writing within twenty (20) working days of the Step One grievance meeting receipt of the grievance. A copy of the decision shall be directed to the person identified in (7) above and grievant, or in the case of a group grievance, to the grievant listed first in (1) above. A copy shall be sent to the Union and this copy shall dictate time limits.

- b) ~~**Step Two** – If the aggrieved is not satisfied with the Step One decision, they may, within fifteen (15) working days after receipt of the first step decision request to meet with the Director of Labor Relations or designee and present a written presentation to review. Unless mutually waived, the Director of Labor Relations or designee shall meet with the grievant/Union prior to issuing their decision. The Director of Labor Relations or designated representative shall provide a written decision within twenty (20) working days of the meeting or the date the meeting was mutually waived.~~

~~**Mediation** – Prior to advancing to arbitration under “d) Step Three,” both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, the parties shall jointly request that a mediator be assigned by the State Mediation and Conciliation Service. If the mediation process does not promptly result in an acceptable resolution to both parties, the case shall advance to subsection d) Step Three. The parties shall equally share any costs relating to mediation. If there is no agreement to proceed through the mediation step, then the case shall be determined under subsection d) Step Three.~~

- e)b) ~~**Step TwoThree** – 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-grievance to be directed to the County Executive's designated representative indicating the aggrieved wishes (1) to meet with 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 in an effort to resolve the grievance. At this step, Unless mutually waived, a meeting shall be held if requested by either party, no later than twenty (20) calendar days from requesting to meet at Step Two. The grievant may be accompanied by his/her Steward, or Assistant Chief Steward, or Chief Steward,~~

or Union Representative. 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. The County Executives designated representative shall provide a written decision within ten (10) working days of the meeting or the date the meeting was mutually waived.

c) Settlement Meeting - Prior to advancing to arbitration under "d) Step Three," either party may request and agree to meet within no later than sixty (60) days from the Step Two decision in an attempt to resolve the grievance and reach resolution. If the settlement meeting does not promptly result in an acceptable resolution to both parties, the case shall advance to subsection d) Step Three.

d) **Step Three 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.

e) **Arbitration ~~County is reviewing and may make a future proposal~~**  
For the term of this agreement the County and the Union have agreed to the following panel:

|                                     |                |
|-------------------------------------|----------------|
| John Kagel                          | David Weinberg |
| <del>Paul Reese</del> Najeeb Khoury | Alexander Cohn |
| Katherine Thomson                   | Luella Nelson  |
| Monica Colondres                    |                |

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

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

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

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

### **Section 19.7 – Expedited Arbitration -CCL**

- a) The County and the Union, may upon mutual agreement of the specific case/or cases submit grievance disputes to expedited arbitration in the interest of obtaining a prompt disposition of the grievances brought by workers, the Union or the County.
- b) The expedited arbitration shall be conducted according to the following rules, and the arbitrators shall be required to agree to abide by them:
  1. The County and the Union shall agree to schedule as many cases as can be reasonably presented within a normal work day.
  2. Prior to the arbitration, the parties must mutually agree to the question to be placed before the arbitrator or the case will not proceed through this process.
  3. It is the intent of this expedited arbitration procedure to not record these proceedings. It is agreed, however, that either party may request a stenographic record and transcripts and the party requesting the record shall bear the full cost of the reporter's fee and transcript. The other party shall not be entitled to a copy, unless the parties agree to share the costs.
  4. The parties shall be represented by staff advocates, unless otherwise mutually agreed. Staff advocates shall present their cases in accordance with standard rules of evidence and accepted arbitrable conduct.
  5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post-hearing briefs shall not be submitted, unless otherwise mutually agreed.

6. The arbitrator shall render his or her decision after each party has presented and summarized its case. The arbitrator shall confirm his/her decision in a written letter to each party.
7. The arbitrator shall be paid a flat fee for each day of hearings, regardless of the number of cases presented during that day's hearing.

**Section 19.8 – Arbitration Release Time -CCL**

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

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

**ARTICLE 8- HOURS OF WORK, OVERTIME, PREMIUM PAY**

**Section 8.1 – Hours of Work**

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

**Section 8.2 – Overtime Work**

**a) Overtime Defined - Workers Covered by the Fair Labor Standards Act (FLSA)**

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

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

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

b) **Overtime Defined -Workers Exempt from the FLSA**

For hospital workers, overtime is defined as time worked beyond eighty (80) hours in a biweekly pay period, or beyond eight (8) hours in any workday except as mutually agreed upon between the County and the Union. For all other workers, overtime is defined as time worked beyond forty (40) hours in any workweek or beyond eight (8) or ten (10) hours in any workday (depending on the number of

hours in the duty shift to which the worker is assigned). Time for which pay is received but not worked such as vacation, sick leave, and authorized compensatory time off, will be counted towards the base period. Workers shall not be assigned irregular work hours to avoid the payment of overtime or differentials. The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

c) **Rate of Pay -Workers covered by the Fair Labor Standards Act (FLSA)**

When overtime work is assigned and is authorized by an appointing authority to be worked, compensation for such time worked shall be time off with pay computed at the rate of one and one-half (1-1/2) hours off for every hour of overtime worked, except that such overtime work shall be paid in cash at the rate of one and one-half (1-1/2) times the regular hourly rate or holiday hourly rate, as applicable, when specifically authorized by administrative order of the County Executive. Compensation for such time worked beyond twelve (12) hours shall be paid either as time off with pay computed at the rate of two (2) hours off for every hour of overtime worked, or paid in cash at the rate of two (2) times the regular or holiday hourly rate, at the employee's option; when specifically authorized by the administrative order of the County Executive. Compensatory time off accruals/balance shall be limited to a maximum of two hundred and forty (240) hours or four hundred and eighty (480) hours for Communication Dispatcher I, II, III, and Complaint Center Dispatcher, Call Taker and Senior Communications Dispatcher.

All compensatory time off must be taken within twelve (12) months of the date the overtime was worked. Any balance remaining after twelve (12) months shall **be paid in cash** at the regular rate. **Compensatory time balances shall be paid** in cash on separation. A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation for overtime where compensatory time off is allowed, if the appointing authority agrees. In the event the appointing authority does not provide compensatory time off during the mandatory time period, the worker may take compensatory time off as a matter of right immediately before the end of the pay period in which the compensatory time would be lost. Request for use of compensatory time shall not be unreasonably denied.

d) **Rate of Pay -Workers Exempt from the FLSA**

When overtime work is assigned and is authorized by an appointing authority to



be worked, compensation for such time worked shall be time off with pay computed at the rate of one and one-half (1-1/2) hours off for every hour of overtime worked, except that such overtime work shall be paid in cash at the rate of one and one-half (1-1/2) times the hourly rate of pay at the employee's request when specifically authorized by administrative order of the County Executive. All compensatory time off must be taken within twelve (12) months of the date the overtime was worked, and failure to take the compensatory time off shall be deemed a waiver of the compensatory time by the worker. In the event the appointing authority does not provide compensatory time off during the mandatory time period, the worker may take compensatory time off as a matter of right immediately before the end of the pay period in which the compensatory time would be lost. in the event the worker is not approved to take compensatory time, the worker shall be paid the compensatory time that would be lost at the corresponding pay period. Compensatory time balances shall be paid in cash on separation. A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation for overtime where compensatory time off is allowed, if the appointing authority agrees.

- e) The Union and the Department of Labor Relations, where permitted by law, may waive the overtime provisions of this Agreement in order to implement mutual agreements reached pursuant to Section 8.14 - Varying Hours.

f) **Distribution of Overtime**

In the absence of a departmental agreement on the subject, overtime work assignments shall be distributed among workers in the same classification, or classification series when applicable, and applicable work unit as equally as practicable, where volunteers exist, volunteers will be utilized first, when possible. Overtime work required beyond the regular eight (8) hour or ten (10) hour duty shift shall be offered first to the regular workers in the unit, in order of seniority, then outside units in order of seniority and then followed by less senior workers assigned to the unit, until the list by seniority is exhausted. If there are not enough volunteers, overtime shall be assigned by inverse seniority order, who normally work such assignments.

G. Non-Voluntary Overtime

Non-voluntary shifts whether chosen by the worker or assigned by management shall compensate worker for such time worked beyond the workers regularly assigned work shift shall be paid at the rate of three (3) times the regular or holiday hourly rate. Absent a Departmental Agreement, which shall prevail, the County shall request volunteers first, then Floaters or Extra Help.

Workers who have travel-related losses as a result of the non-voluntary overtime, shall be re-imbursed for all related costs to cancellation of pre-paid travel costs.

**Section 8.3 – Work Schedules [Union withdraws – CCL ]**

a) **Hours of Operation**

It is recognized that unless otherwise established by agreement or practice, the regular County business hours are 8:00 a.m. to 5:00 p.m. and adequate

coverage shall be maintained to assure the highest quality of service. Alternate work schedules based on eight (8) hour shifts with either one-half (1/2) hour or one (1) hour lunch periods may be established with starting and quitting times between 6:00 a.m. and 9:00 p.m.

b) **Alternate Hours Schedules**

It is understood that workers have the right to meet and confer at the department level on alternate hours. The parties agree that shift selection based on seniority, merit and ability being adequate, may be an appropriate method for determining shift assignments; however, the department may establish other criteria based on operational considerations.

Matters subject to alternate hours schedule negotiations under this Agreement to proceed as follows:

1. **Negotiations**

The Union or the department shall make prompt request to meet and confer, specifying the matter to be negotiated. The other party shall respond promptly, and they shall commence meeting and conferring at the earliest mutually agreeable date and attempt to reach agreement. Thereafter, either party may declare impasse in such negotiations.

2. **Impasse**

If impasse is declared, the Union and the County shall commence mediation-arbitration which shall not exceed thirty (30) calendar days. The results of mediation-arbitration are advisory to Board of Supervisors. Costs of mediation-arbitration are to be split equally between the County and the Union.

3. **Board of Supervisors**

Recommendations reached in mediation-arbitration shall be moved to the level of the Board of Supervisors and shall be promptly agendized and referred to the Board of Supervisors for appropriate action.

**Section 8.4 – Meal Periods**[Holding to UP 4/14/23]

a) **Length**

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

For all workers who provide direct patient care or support direct patient care in a general acute care hospital, clinic or public health setting, workers shall be entitled to one (1) unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour. An employee working five (5) hours or less during a shift will not be provided a meal period. An employee working a double shift is

entitled to an additional thirty (30) minute unpaid meal period.

With advanced written approval, a worker may waive their right to the second unpaid meal period if their total hours worked is no more than twelve (12) hours. A worker seeking to withdraw an approved waiver must give their supervisor or manager written notice as soon as feasible.

A worker who is scheduled to work and works at least eight (8) hours during a shift may, in accordance with past practice, combine an unpaid meal period with one (1) or two (2) of their paid rest breaks during that shift. Workers combining an unpaid meal period with one or more paid rest breaks will only be paid for the portion of time considered part of the employee's paid rest break(s).

A worker who is not provided one (1) or more meal period(s) or Paid Rest Break, is entitled to one (1) hour of additional pay at their regular rate of compensation or each workday the meal period is not provided. The maximum monetary remedy for any workday is two (2) hours of additional pay per one (1) continuous shift.

b) **Overtime Meals**

If a worker is assigned and works two (2) or more hours of overtime work contiguous to his/her regular work shift or is called in within three (3) hours of his/her scheduled quitting time and then works two (2) or more hours of overtime work, the County will pay a meal reimbursement of ~~fourteen~~ twenty (\$~~14~~20.00) dollars. Workers shall be provided an additional reimbursement as above for every seven (7) hour period of overtime completed thereafter. If a worker is called in after three (3) hours of his/her scheduled quitting time and if less than two (2) hours prior notice is given and the worker then works four (4) or more hours of overtime, then the County will pay a meal reimbursement of ~~fourteen~~ twenty(\$~~14~~20.00) dollars.

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

c) **County Facilities**

Whenever the duties or responsibilities of any County worker require him/her to be present and on duty during the serving of meals in a County facility and where such duty or responsibility occupies that worker's meal period, such individual shall be entitled to that meal without charge.

d) **Meal Rates**

In each County dining facility where meals are served to workers at the worker's expense, the department head in charge of the operation of that facility shall

prescribe the rates to be charged. The rates so prescribed shall, as a minimum, be sufficient to defray the costs of the food served.

**Section 8.5 – Rest Periods [Holding to UP 4/14/23]**

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

For all workers who provide direct patient care or support direct patient care in a general acute care hospital, clinic or public health setting, for every four (4) hours of work or major fraction thereof, the worker is entitled to a fifteen (15) minute rest period.

An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior approval, combine up to two (2) paid rest breaks together during that shift, for a combined, continuous paid rest break of thirty (30) minutes.

A worker who is not provided one (1) or more meal period(s) or Paid Rest Break, is entitled to one (1) hour of additional pay at their regular rate of compensation or each workday the meal period is not provided. The maximum monetary remedy for any workday is two (2) hours of additional pay per one (1) continuous shift.

**Section 8.6 – Clean-up Time [Holding to UP 4/14/23]**

All workers whose work causes their person or clothing to become soiled shall be provided with ~~reasonable time and adequate~~ facilities for washup purposes at 1) Five (5) minutes before first break, meal period and second break; and 2) Fifteen (15) minutes at shift end.

**Section 8.7 – On-Call Pay [Holding to UP 4/14/23 – note correction]**

a) **Definition**

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

b) **Classifications Eligible**

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

c) **Rates of Pay**

Workers assigned to on-call duty shall receive, in addition to their regular salary, ~~thirty-eight-forty-five~~ dollars (~~\$4538~~) for each eight (8) hour shift, or substantial

portion thereof, of assigned call duty, except for the following classifications which shall receive one-half of their regular base rate of pay for each hour of assigned call duty or required to be on standby duty within the same 24 hour-period when assigned to the Santa Clara Valley Health and Hospital System.

R76 Anesthesia Technician

R2V ASSOCIATE CARDIO INTERVENTIONAL TECHNOLOGIST

R2W CARDIOVASCULAR INTERVENTIONAL TECHNOLOGIST

S9J CARDIAC SONOGRAPHER I

S9H CARDIAC SONOGRAPHER II

S9G CARDIAC SONOGRAPHER III

R8C DIAGNOSTIC IMAGING TECH I – FLUOROSCOPY

R8D DIAGNOSTIC IMAGING TECH I – MAMMOGRAPHY

R8E DIAGNOSTIC IMAGING TECH I – COMPUTED TOMOGRAPHY

R8F DIAGNOSTIC IMAGING TECH I – CT/MAMMO

R8G DIAGNOSTIC IMAGING TECH I – CLINICAL INSTRUCTOR

~~R88 Diagnostic Imaging Technician II~~

R8B DIAGNOSTIC IMAGING TECH II – COMPUTED TOMOGRAPHY

R2X INTERVENTIONAL RADIOLOGY TECHNOLOGIST

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

R2E Magnetic Resonance Imaging Technologist

R6A Magnetic Resonance Imaging Technologist-

~~Angio~~

R6C Magnetic Resonance Imaging Technologist-CT

P84 Obstetric Technician

S23 Surgical Technician

R27 Pharmacist

P40 Pharmacist Specialist

J1S Epic Pharmacy Informaticist

R15 Respiratory Care

Practitioner I

R1S Respiratory Care

Practitioner II

R54 Respiratory Therapy Inservice

Coordinator Services Specialist

S30—Ultrasonographer I

S6A ULTRASONOGRAPHER I – A

S6B ULTRASONOGRAPHER I – B

S6C ULTRASONOGRAPHER I – C

S29—Ultrasonographer II

S9A ULTRASONOGRAPHER II – A

S9B ULTRASONOGRAPHER II – B

S9C ULTRASONOGRAPHER II – C

S9D ULTRASONOGRAPHER II - D

Y04 Medical Social Worker I

Y0E Medical Social Worker I – U

Y03 Medical Social Worker II

Y0D Medical Social Worker II-U

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

d) **Notification to Union**

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

- e) ~~Beepers/Mobile Devices~~ — Union moves to CCL 5/11/23  
Beepers/Mobile Devices shall be provided to all workers, who request them, when placed on on-call status. ~~Such devices shall not be utilized for tracking employees and punitive discipline.~~

## **Section 8.8 – Non-Contiguous Overtime Guarantee [Holding to UP 4/14/23]**

### A. Call Back Pay

If a worker has been called in from an assigned on-call duty under Section 8.7 (C) or those situations where workers are recalled to work when not previously placed on an on-call status, all hours worked shall be credited to the worker at overtime rates, one and one half ( 1 ½ ) times for regular work and two and one-half ( 2 ½ ) times on holidays. This is in addition to On-Call Pay as outlined in Section 8.7.

Travel time to return to the worksite is considered as Call Back time worked and paid accordingly.

A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation.

A.—If overtime work does not immediately follow or precede the regular work shift, a minimum of four (4) hours ~~overtime call-back time pay~~ shall be credited to the worker at overtime rate of one and one half ( 1 ½ ) times for regular work and two and one-half ( 2 ½ ) times on holidays. ~~Workers in the following classes are not eligible for the four (4) hour minimum if the worker has been called in from assigned on-call duty under 8.7(c):~~

- B.—
- C.— R78 — Anesthesia Technician
- D.—
- E.— R88 — Diagnostic Imaging Technician II
- F.—
- G.— S85 — Licensed Vocational Nurse, when acting in lieu of S23 Operating Room Technician
- H.—
- I.— S23 — Surgical Technician R27 — Pharmacist
- J.— P40 — Pharmacist Specialist
- K.—
- L.— R15 — Respiratory Care Practitioner
- M.—
- N.— R54 — Respiratory Therapy Inservice Coordinator S30 — Ultrasonographer I
- O.— S29 — Ultrasonographer II
- P.— One (1) position of Occupational Therapist (when assigned on call to the Burn and Plastics service)
- Q.—

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

A worker is credited with a guaranteed four (4) hour minimum under this section for each occurrence of non-contiguous overtime during a scheduled shift, except that a worker shall not be credited with an additional four (4) hour guaranteed minimum nor will

the worker be required to remain at the worksite regardless of length of time needed to complete the call-back assignments, until the original four (4) hours has elapsed.

## **Section 8.9 – Evening/Night Shift Differential [~~Holding to UP 4/14/23~~]**

### **a) Evening Shift Differential**

An evening shift differential of three four dollars and ninety seven sixty three cents (\$4.63 3.00) per hour shall be paid to workers for each hour worked after 2:00 p.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 5:00 p.m. Effective June 15, 2020 Pay Period 20/14, the evening shift differential will be increased to three dollars and fourteen cents (\$3.14). Effective June 14, 2021, Pay Period 21/13, the evening shift differential will be increased to three dollars and thirty nine cents (\$3.39). Effective June 13, 2022, Pay Period 22/13, the evening shift differential will be increased to three dollars and sixty four cents (\$3.64).

### **b) Night Shift Differential**

A night shift differential of four five dollars and six forty five cents (\$5.454.00) per hour shall be paid to workers for each hour worked after 11:00 p.m. and prior to 7:30 8:00 a.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 11:00 p.m. and before 7:30 8:00 a.m. Effective June 15, 2020, Pay Period 20/14, the night shift differential will be increased to four dollars and fourteen cents (\$4.14). Effective June 14, 2021, Pay Period 21/13, night shift differential will be increased to four dollars and thirty nine cents (\$4.39). Effective June 13, 2022, Pay Period 22/13, the night shift differential will be increased to four dollars and sixty four cents (\$4.64).

### **c) Weekend Shift Differential**

A weekend shift differential of two dollars and fifty cents (\$2.50) per hour shall be paid to all workers for each hour worked on a Saturday or Sunday. For the purposes of this section, a weekend shift is defined as working any hours between Saturday 12:01a.m. through Sunday 11:59 p.m.

### **e)d) Regularly Scheduled Shifts**

A worker shall not be paid two different shift differential rates during a regularly scheduled shift, except for a weekend differential application. If a worker meets the criteria for both evening and night shift differential during a regularly scheduled shift, the worker shall receive the night shift differential for all eligible hours.

### **d)e) Overtime Shifts**

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



f) Health and Hospital System, Behavioral Health and Custody Health Float Pay

If an assignment outside of the worker's assigned worksite is required, the County shall request volunteers first before making an involuntary float assignment from one worksite to another site for like work. If a worker is required to float, the worker shall receive two dollars and fifty cents (\$2.50) per hour for such assignment. Mileage shall apply pursuant to Article 16.2.

e)g) Part-time Workers

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

f)h) Eligible Classifications

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

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

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

**Section 8.10 – Split Shift Pay**

A worker who is performing services upon a split shift shall be paid an additional twelve dollars and fifty cents (\$12.50) per day. "Split Shift" is defined as eight (8) hours of work which are not completed within any nine (9) consecutive hours in a workday.

**Section 8.11 – Temporary Work Location**

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

**Section 8.12 – Bilingual Pay [~~Holding to UP 4/14/23~~] Modified by Union 5/11/23**

On recommendation of the appointing authority and the Director of Personnel, the County may approve payments of ~~one two hundred twenty-five fifty seventy~~ dollars (\$~~225~~170) per month to a bilingual worker whose abilities have been determined by the Director of Personnel as qualifying to fill positions requiring bilingual speaking and/or writing ability. Bilingual payments will be when:

a) Public contact requires continual eliciting and explaining information in a language other than English; or in sign language (ASL or SEE); or

- b) Where translation of written material in another language is a continuous assignment; or
- c) The position is the only one in the work location where there is a demonstrated need for language translation in providing services to the public.

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

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

**Section 8.13 – Voluntary Reduced Work Hours Program [Holding to UP 4/14/23]**

- a) The County agrees to establish a Voluntary Reduced Work Hours Program for full-time workers represented by the Union. The purpose of the Program is to reduce work hours and a commensurate amount of pay on a voluntary basis.
- b) Workers may elect a two and one-half percent (2 1/2%), five percent (5%), ten percent (10%), or twenty percent (20%) reduction in pay for a commensurate amount of time off for a six (6) month period. Admission to the plan will be at six (6) month intervals - pay period 5 and pay period 18. The parties shall meet and agree upon the beginning date for the Program.
- c) All persons in the Program will revert to their former status at the end of six (6) months. If a worker transfers, promotes, demotes, terminates, or in any other way vacates or reduces his/her present code, he/she will be removed from the Program for the balance of the six (6) month period.
- d) Workers who wish to voluntarily reduce their work hours may submit a written request to their immediate supervisor within the designated window period. Supervisors must issue a written response to the worker within five (5) working days. If the request is being denied, the specific reason for denial will be included in the response. Copies of this shall be delivered by mail to the Union and the designated Chief Steward.
- e) If the worker is not satisfied with the decision, he/she may, within five (5) working days after receipt of the supervisor's response, submit a written request to the ~~Department~~ Director of Employee Services Agency for a meeting to make a verbal appeal.
- f) It is agreed that the ~~Department~~ Director of Employee Services Agency or his/her direct report or another member of Executive Management, will arrange a meeting with the worker within five (5) days after the receipt of such a request. The worker may have a Steward assist him/her in the meeting. Every effort will be made to accommodate the worker, steward and manager when scheduling the meeting. Timelines can be extended by mutual agreement to accommodate

absences. The ~~Department Director of Employee Services Agency~~ shall send a final decision in writing to the worker within five (5) working days of such a meeting. Copies of this decision shall be delivered by mail to the Union and the designated Chief Steward.

- g) ~~Compensatory time shall accrue as earned and shall not be scheduled on any day considered as a County holiday. Workers may use the reduced hours time in advance of accrual and will reimburse the County for hours taken in advance of accrual upon early termination from the Program.~~
- h) Participation in this Program shall be by mutual agreement between the worker and the department/agency head. At no time will approval be given if it results in overtime. Restrictions by Department/Agencies within work units shall be uniformly applied.
- i) It is understood by the County that due to this Program there may be lower levels of service.
- j) All workers will be notified in writing regarding the Program specifics and the sign-up options. Such written notice to be mutually agreed upon by the parties.
- k) Full and timely disclosure of actual sign-ups and any analysis developed will be made available to both the County and the Union.
- l) This agreement governs as to the Voluntary Reduced Work Hours Program, but will in no way alter the meaning of the Union and County agreements currently in effect. This will include any departmental, master, unit, sideletter agreements, etc.
- m) It is agreed that the workload standards referred to in the Social Services Unit will be reduced for each worker, proportionate to each worker's reduction in hours. (This section is only applicable to SSU.)

#### **Section 8.14 – Request for Alternate Hours Schedule**

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

#### **Section 8.15 – Departmental Agreements**

All agreements between departments and the Union covering hours, job assignments,

shifts, shift assignments, overtime, seniority, and holiday and vacation scheduling currently in effect or entered into during this Agreement shall remain in effect pursuant to their terms. Work assignments by seniority and provisional appointments by seniority are proper subjects for inclusion in a Departmental Agreement. New or existing agreements may be opened or reopened by mutual agreement of any year. During odd years, only new agreements may be opened. During even years, only existing agreements may be reopened.

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

a) **Negotiations**

1. New agreements may be negotiated by mutual agreement with three (3) months to negotiate in an attempt to reach agreement, or then impasse may be declared by either party.
2. During November the Union or the Department/Agency may request to meet and confer as specifically listed in this Section. The other party shall respond promptly, and they shall promptly commence meeting and conferring in an attempt to reach agreement. Thereafter, either party may declare impasse in such negotiations.

b) **Impasse**

If impasse is declared, the Union and the department shall commence mediation- arbitration which shall not exceed thirty (30) calendar days. The results of mediation-arbitration are advisory to Board of Supervisors. Costs of mediation- arbitration are to be split equally between the County and the Union.

c) **Board of Supervisors**

Decisions reached in mediation-arbitration shall be moved to the level of the Board of Supervisors and shall be promptly agendized and referred to the Board of Supervisors for appropriate action.

**Section 8.16 – Hazard Duty Pay [Holding to UP 4/14/23]**

a) **Coverage**

Tier 1 –

The work places covered by this differential are the JPD Ranches, and the locked/secured sections of the following facilities:

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

Tier 2 - High Risk Environmental Risk Pay

The workplaces covered by this part-time differential are working environments and community based assignments where workers are placed at risk and/or working alone of the following facilities/classifications:

1. Scattered Homes (Social Services)
2. Evans Lane
3. Behavioral Health Urgent Care
4. MHSA Motel
5. Valley Homeless Health Program
6. Public Health Nurses performing home visits and field assignments
7. Hall of Justice (Misdemeanor Arraignment Court)

b) **Full Time Payment**

A premium of one dollar and ~~twenty-sixty-five~~ cents (\$1.265) per hour shall be paid to coded classifications while in paid status whose regular assignment for the County is in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holiday work or other wage variations. This hazard duty premium shall be included in the pay status time of the coded classifications described in this paragraph b).

Effective June 13, 2024~~2~~ Pay Period 22/13 Hazard Duty Pay will be raised by ~~fifteen-twenty-five~~ cents (\$0.425) to one dollar and ~~forty-ninety~~ cents (\$1.490).

c) **Part Time Payment**

A premium of one dollar and ~~twenty-fifty-two-five~~ cents (\$1.252) per hour shall be paid to coded classifications whose regular assignment is not in a work place described in a) for only the hours assigned and worked in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holiday work, or other wage variations.

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

Effective June 13, 2024~~2~~ Pay Period 22/13 Hazard Duty Pay will be raised by ~~fifteen-thirteen~~ cents (\$0.135) to one dollar and ~~forty-ninety~~ cents (\$1.490).

d) **Classifications Assigned to Elmwood**

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

e) If the work of a coded classification covered by paragraphs a), b), and d) requires

absence from a work place described in paragraph a) for less than 100% of working time during any pay period such coded classification shall receive hazard duty pay.

f) **Termination Payment**

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

g) **Safety Retirement Exclusion**

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

**Section 8.17 – Notary Public Differential**

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

**Section 8.18 – Telework [Holding to UP 4/14/23]**

a) **Telework Program**

The County of Santa Clara recognizes that flexible work arrangements and reduced commutes may benefit the employee, the department and the public by making the most efficient use of staff time. Telework benefits employee, the County and the public that we serve. Benefits include:

- Decreased energy consumption, air pollution, traffic and parking congestion
- Recruitment and retention of highly qualified employees
- Increased productivity
- Reduced employee absenteeism
- Efficient use of County resources, including office space
- Greater flexibility for employees and departments
- Improved employee morale and job satisfaction
- Reduced employee commute time and costs
- Improved Work life balance
- Ability to function during an emergency.
- —

The telework program is designed to continue telework to be made available to all County employees whose work has proven to be completed efficiently and effectively through telework and is intended to provide mutual benefit to both employee and the County. The County shall maintain an equitable teleworking program-for workers in SEIU 521 represented classifications. The County shall provide training for supervisors and workers who meet the criteria for participating in the program.

The Union shall have the right to meet and confer over any proposed changes or development of the telework program at the Departmental/geographical level.

b) **Eligibility for telework**

Eligibility is based on many criteria, and many job classifications and associated job responsibilities may not be conducive to teleworking. The following requirements are presented to help the employee and supervisor determine if teleworking is feasible. The supervisor/Department Head must make a reasonable assessment in determining if telework is feasible by fairly evaluating the requester's job functions.

~~Additionally, a~~ change in job duties and assignments, such as being assigned to work out of class, being assigned to a new project, or covering for coworkers who are out on vacation or leave, may affect eligibility. For this reason, it is the ~~supervisor's~~ Department's responsibility to ~~periodically~~ assess the teleworking arrangement with the employee to address any change in eligibility.

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

Criteria for an employee to telework include:

- Full or part time status
- ~~Permanent status (no original probationary status); others on exception basis only, subject to approval by department head~~
- Classified or unclassified position
- Employee is in compliance with County merit system rules, regulations or policies, and/or department rules and policies
- In the event an eligible employee was subjected to disciplinary action within the past six (6) months from the date of the request and has successfully taken corrective action, employee shall be deemed as in compliance with County merit system rules, regulations, or policies, and/or department rules and policies.
- Demonstrated job performance to be able to work independently as determined by the ~~immediate~~ supervisor
- Job performance meets ~~or exceeds~~ expectations
- Employee's telework consists of the employee's regular work responsibilities, including call-back and on-call duties
- Employee's job duties allow him/her to be away from the County work site for a period of time during the work week
- Teleworking ~~does~~ will not impede other workers from performing their job

duties

- No reduction of service to internal and external customers and clients
- ~~Employee and supervisor agree in writing on a teleworking arrangement, which is approved in writing by the department head or designee.~~
- Employee has access to required supplies and equipment to telework and has an acceptable workspace and environment to effectively work at home.

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

- Telework Request and Approval Form is completed and approved
- ~~Telework Agreement/Assignment Form is completed and approved~~
- Employee and supervisor agree in writing on a teleworking arrangement, which is approved in writing by the department head or designee.
- If the teleworker participating in the teleworking program fails to conform to the program criteria, the teleworking privileges may be revoked.

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

Telework Request/Denials

- If a telework request is denied, the requester may appeal the decision, within five (5) working days after receipt of a written notification of the denial. The requester may submit a written request to the Director of the Office of Sustainability for a meeting to make a verbal appeal.
- It is agreed that the Director of the Office of Sustainability or his/her direct report, will arrange a meeting with the worker within five (5) working days after the receipt of such a request. The worker may have a Steward assist him/her in the meeting. Every effort will be made to accommodate the worker, steward and manager when scheduling the meeting. Timelines can be extended by mutual agreement to accommodate absences.
- The Director of the Office of Sustainability shall send a final decision in writing to the worker within five (5) working days of such a meeting. Copies of this decision shall be delivered by mail to the Union and the designated Chief Steward.