

Negotiations between Service Employee International Union, Local 521 and
County of Santa Clara
Master Table

DATE: June 23, 2023
TIME: 11:45AM

In an effort to bargain in good faith and reach a global agreement for a successor agreement, SEIU 521 proposed this Comprehensive Package Proposal. Rejection of the proposal in whole or in part reverts all proposals to the Union's previous Proposal.

ARTICLE 3	UNION SECURITY	SEE ATTACHED
ARTICLE 6	PERSONNEL ACTION	UP 6/14/23 SEE ATTACHED
ARTICLE 7	PAY PRACTICES	SEE ATTACHED
ARTICLE 8	HOURS OF WORK, OVERTIME, PREMIUM PAY	SEE ATTACHED
ARTICLE 9	UNIFORMS	SEE ATTACHED
ARTICLE 10	HOLIDAYS	Withdrawn – CCL
ARTICLE 12	LEAVE PROVISIONS	SEE ATTACHED
ARTICLE 13	BENEFIT PROGRAMS	SEE ATTACHED
ARTICLE 19	GRIEVANCE PROCEDURE	Withdrawn - CCL
Article 21	RE-ORGANIZATION	NO CHANGE CCL
ARTICLE 26	STRIKES AND LOCKOUTS	NO CHANGE CCL
NEW	MANAGEMENT RIGHTS	NOT INTERESTED
	TERM OF AGREEMENT	OPEN
	APPENDIX A – SALARY SCHEDULE	Open
	APPENDIX J – EAP	CCL
	APPENDIX K – CONTRACTING OUT	WITHDRAWN – CCL

1) Medical Unit - UP 6/22/23
 2) Blue Collar
 3) APT
 4) EHU
 5) PHN
 6) PCSU - UP 6/22/23
 7) Super
 8) SSU

Packaged with Unit Tables:

ALL OTHER ARTICLES NOT SPECIFICALLY MENTIONED ABOVE WILL BE NEGOTIATED AT A LATER DATE OR
 WILL REMAIN AS UNION'S POSITION IN ITS INITIAL PROPOSAL, NO CHANGE OR HAVE BEEN T.A.'D. UNION RESERVES
 THE RIGHT TO MODIFY AND/OR AMEND ITS PROPOSALS.

APPENDIX L - EXTRA HELP AND INTERMITTENT WORKERS
 SIDE LETTER ATTACHED TO APPENDIX L
 SEE ATTACHED
 SIDE LETTER Regarding Classification and Staffing (Including Vacancies)
 Side Letter on Educational Leave Support Program
 Committee
 OPEN
 Side Letter Agreement on 2020 Lump Sum (CALPERS)
 TA MP 4/20/23
 Reject Co. Proposal
 No Change - CCL
 SEE ATTACHED

Master Table Union Counter PACKAGE

Proposal – 6/23/23

Section 3.2 – Union Deductions - Union proposes CCL

a) Condition of Employment

All workers in the unit(s) who have authorized Union dues in effect on the effective date of this Agreement shall have such deduction continued and shall be made only upon signed authorization from the worker only after the Union certifies to the County a list of workers who have authorized such deduction(s).

As allowed by law, the County shall deduct from the worker's paychecks and transmit to the Union dues and amounts for any other service, program, or committee provided or sponsored by the Union. Within ninety (90) days from the ratification of the MOU, the County and SEIU will meet to discuss the process wherein membership forms are collected by the Union.

Section 3.4 – Union Notices and Activities [Union Not in Agreement - Holding to CCL]

Section 3.7 – New Worker Orientation - Modified

When a new workers are is hired into a Union-represented classification, the County shall notify such the workers that SEIU, Local 521 is the recognized employee organization in for the classification into which she/he the worker is has been hired. The County shall provide a copy of the current Agreement and a packet of Union information which shall be supplied to the County by SEIU, Local 521 the Union.

The Union shall be allowed a Representative at new hire orientations for new workers or departmental orientations including but not limited to where they are held in place of County-wide orientations including orientations at Human Resources Service Centers, ESA, Santa Clara Valley Healthcare (SCVH), HHS, and Social Services Agency (SSA). The Representative may be a Steward, Chief Steward, or Union–designated representative who will notify their his/her supervisor in advance. A Steward, Chief Steward, or Union–designated representative who attends new hire orientation will be provided release time. No overtime shall be incurred as a result of the make-up time.

As part of each new worker's onboarding, the County shall in schedule each new hire to attend a thirty (30) minute Union orientation session within the first thirty (30) days of hire.

The county shall relieve new hire from all work related duties during their orientation. The County and the Union agree to schedule Union orientations on a bi-weekly basis at locations determined to have reasonable geographic access relative to the new worker's worksite, with the intent to limit drive times. Dates and times of the orientations may vary to accommodate the different needs of new workers such as varying shifts and regularly scheduled days off. The Union and the County shall work together to will determine the

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orientation as follows:

The number of stewards/leaders representatives released for the orientation shall be based on the number of new workers in SEIU-represented classifications workers at each

orientation.

Applicable paid travel time is in addition to the paid time for attending the Union session to the employee's home at the end of their scheduled shift is not compensable. employee's shift is not compensable. Time spent traveling from a Union orientation spent traveling to a Union orientation session that is held at the beginning of an the travel time and orientation session takes place during their scheduled work time. Time (30) minutes, to attend one Union orientation. Employees shall be paid for travel time, if Employees shall be paid for their travel time and the actual attendance time, up to thirty

locations.

With the exception of orientations at and for SCVH and SSA, the County shall schedule no more than fifty (50) employees to attend each Union orientation. The Parties will schedule multiple sessions if needed and shall coordinate such dates, times, and

orientation, or Department orientation where they are held in place of new hire orientation. All new workers shall be scheduled and entitled to attend a new hire attend a regularly scheduled Union orientation session that occurs within 120-days of Union orientation within the first thirty (30) calendar days of hire, they shall be allowed to coordinated between the Union and the County. If an employee was unable to attend a (30) calendar days of hire. The date, time, and location of this quarterly session shall be location for employees who were unable to attend a Union orientation within the first thirty The Union may conduct a thirty (30) minute session once per quarter at one County a list of new workers in SEIU-represented classifications employees scheduled to attend of such County new-worker orientation sessions and to the extent available, shall include Department, where appropriate, will notify the Union ten (10) business days in advance orientation, such packets being subject to review by the County. The County or portion of the orientation. The Union may present packets to represented workers at organization the Union. County representatives shall not be present during the Union presentation and answer questions of from workers in classifications represented by the

Such The Union orientation shall be conducted by representatives designated by the Union. Union representatives attending new hire orientations at SCVH and SSA shall be allowed thirty (30) minutes at the beginning of during the orientation to make a presentation and answer questions of from workers in classifications represented by the

to attend an additional Union orientation during their scheduled, County-paid work time.

The thirty (30) minutes provided to the Union at orientation sessions scheduled at SCVH, SSA, or any other County department constitute a Union orientation session satisfying the requirements of this section, and employees attending those sessions are not entitled to attend an additional Union orientation during their scheduled, County-paid work time.

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26-50 Workers - 2 Representatives Released
51-75 Workers - 3 Representatives Released
76 or more Workers - 4 Representatives Released

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The County shall provide the Union a malleable electronic file containing the name, job title, department, work location, home and cell phone numbers, home address, and personal and work email addresses that the County has on record within the County's Human Resources Information System of any newly hired employee within seven ~~7~~ days of hire ~~date~~.

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If the parties mutually agree, the County and the Union will meet to discuss issues or questions related to this section and attempt to reach a common understanding.

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Section 3.8 Third Party Requests - [Agree to 4/14/23 County Proposal - TA]

Master Table Union Counter **PACKAGE**

Proposal –6/23/23

ARTICLE 6 – PERSONNEL ACTION

Section 6.1 – Initial and Subsequent Probationary Periods

- 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

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 during such meeting. The representative

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.

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.

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.
- b) 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.
- 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.

- 1. Statement of the nature of the disciplinary action.
 - 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.

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 or Investigators shall not be involved in the selection of a steward, union worksite organizer or other representative.

The County shall complete all investigations within fifteen sixty (60) working calendar days of County knowledge of the occurrence or the incident. Investigations shall be held in abeyance only during the time a worker is on a leave.

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.
3. The County shall complete all investigations within sixty (60) calendar days of County knowledge of the occurrence or the incident. Investigations shall be held in abeyance only during the time a worker is on a leave.

C. Authority of Investigator

The County may authorize a supervisor, manager and/or investigator to conduct internal investigations. This section is not a waiver of any representation rights to which the worker is legally entitled.

Section 6.3 – Philosophy on Discipline - Union moves to CCL

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.

Coaching, mentoring, verbal counseling or written counseling will identify the expectations of 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.

Work 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 6.11 – Performance Appraisal Program [Agree with 4/14/23 County Proposal - TA]

Section 6.12 – Personnel Files TA to County Proposal 5/9/23

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 Union moves to CCL – TA to MP 6-13-23

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 – Union moves to CCL

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.

Section 6.15 – Minimum Qualification Application – NO CHANGE CCL

~~(New) 6.16 Promotional Transfers. Holding to UP 4/14/23 May be addressed with the Transfer side table continuing discussion~~

~~Should the employer seek to fill a vacancy that is the entry level of a classification series, or not part of a classification series, the vacancy shall be posted on the County Intranet (internal) website at connect.secgov.org and County internet (external) website at www.segjobs.org as promotional opportunity. The vacancy shall be posted at the beginning of a pay period, and will remain open for a minimum of one (1) pay period.~~

Master Union Package Proposal – 6/23/23

6.13(a)- CCL

6.13 (b)-Lateral Transfer/Transfer Opportunities

A. On or before January ~~July~~ 1, 2024, the County shall create a transfer information system, which workers access on-line to indicate what jobs they would like to transfer to including the criteria the opening must have in order for the employee's request to be considered for that position. Options offered shall include:

- Language
- Agency/Department/Program
- Worksite address
- Shift
- Full Time/Part Time
- Whether telework or hybrid schedules are offered

Workers needing assistance filling out the online form will be allowed to obtain assistance from a union steward. County Human Resources staff will also be made available to assist workers filling out the online form.

When there is a vacancy for classifications within SEIU 521 bargaining units resulting from new positions authorized to the County, and vacancies resulting from promotion, demotion, resignation, termination, or transfer, it will be posted on County Intranet and the union will be notified of the vacancy. On the first day that the job is posted or as soon as practicable thereafter, the county will offer the position to the appropriate applicant who has filed a pre-bid pursuant to the criteria for selection found in the applicable Bargaining unit and/or departmental agreement who has requested such a position.

For the purposes of this section, seniority shall be defined as date of hire in any coded classified position within the county. For extra-help, seniority shall be defined as days of accrued service in a qualifying classification.

In areas where departmental agreements exist that address transfers, lateral transfers, job assignments, shift assignments, the following shall apply after the processes of those departmental agreements have been met.

1. The job announcement will have supplemental questions that allow the employee to choose transfer preferences such as but not limited to:
 - Language
 - Agency/Department/Program
 - Worksite address
 - Shift

For the purposes of this Article, each unique position shall be defined based on all the criteria listed in section 1.

- Full Time/Part Time
- Telework including telework schedule

Workers who apply on the transfer list, only need to do so once per calendar year, unless they wish to change their transfer preference selected pursuant to section A above, at any time.

For informational purposes only, an announcement of the vacant position(s) under recruitment shall be made by the County while the transfer list for the vacant position(s) is being generated. Open-competitive or promotional recruitments may be conducted concurrently with transfer postings.

For positions which can be staffed with alternative job codes, a blended transfer list of eligible job codes shall be created.

To be eligible to apply and remain on the transfer posting, a worker must: (1) meet the applicable employment standards; and (2) be probationary or permanent.

To be removed from the transfer list, workers must submit a request in writing to Human Resources.

Selection of filling the vacancy shall be as follows:

- Those who have stated interest under this section in order of seniority.
- Extra help workers in the same classification who have worked a minimum of 1040 hours.

Workers who transfer to another position in a different classification must serve a new probationary period as required under County ordinance section A25-175.

Workers who are offered a job via email to their personal email address shall have three (3) business days in which to accept the position or it will be offered to the next eligible employee. Workers who do not accept 2 offers for the same position in a calendar year will forfeit their eligibility to be considered for a transfer to a position with those criteria for the next six (6) months.

Workers who are away from work and will not have access to their email

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for an extended period are responsible for making arrangements to have their email forwarded to them or they may remove their request from consideration for the period when they will not have access to email.

Master Table Union Counter Package Proposal – 6/23/23

ARTICLE 7 – PAY PRACTICES

Section 7.1 – Salaries and Payments

~~Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), all salaries shall be increased by three percent (3.0%) and shall be listed in the appendices attached hereto and made a part hereof.~~

Effective June 15, 2023~~0~~, Pay Period 20/14, all salaries shall be increased by three six percent (3.6%) and shall be listed in the appendices attached hereto and made a part hereof.

Effective June 14, 2024~~1~~, Pay Period 21/13, all salaries shall be increased by three five percent (3.5%) and shall be listed in the appendices attached hereto and made a part hereof.

Effective June 13, 2025~~2~~, Pay Period 22/13, all salaries shall be increased by three four four percent (3.4%) and shall be listed in the appendices attached hereto and made a part hereof.

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

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

- ~~1. Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors) current employees at time of signing of successor contract who are in SEIU-represented positions shall receive a three percent (3%) lump sum bonus based on coded status from June 17, 2019 to the first pay period after the second reading by the Board of Supervisors. The lump sum for full and part time employees will be based on base salary only. The lump sum for extra help workers will be based on actual hours worked during that period.~~

~~b) A) An equity realignment for low-paid classifications for which the General Wage Increase and Unit Realignment will not result in a wage increase of at least \$1.75 for the Step 3 Rate of Classification, shall be made to coincide with the General Wage Increases listed in Section 7.1 above. All SEIU-represented employees in a~~

~~g) County Communications Retention Steps~~
~~• Effective July 1, 2023, a sixth step is established at approximately five percent (5%) above step five for the existing classifications of~~

~~f) Senior Communications Dispatcher~~
~~The sixth step shall be paid after the accumulation of ten (10) years of County Service a worker shall be paid an additional three (3) percent base salary rate.~~

~~f) Step Six (Retention Step - excluding Communications Dispatcher II, III &~~

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

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

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

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

a) Step One
The first step in each range is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or a person of unusual qualifications is engaged, the County Executive, may approve the appointment at the second, third, fourth, or fifth step. If a worker is hired under the difficult-to-secure-qualified-personnel clause, the County will move those workers within that same class to the same salary step as that being received by the new workers. The Union will receive a monthly listing by class and department of positions hired above the first salary step.

The salary schedule consists of classifications and the assigned salary ranges as provided in the appendices. Each worker shall be paid within the range for his/her class according to the following provisions, unless otherwise provided in the appendices.

Section 7.2 - Basic Pay Plan [Holding to UP 4/14/23]

e)b) paid status effective Pay Period 2026 (excluding Extra-Help) whose classification receives a total of less than 0.51% in realignments (inclusive of all unit realignments; bonus based on coded status of one thousand dollars (\$1,000.00) per FTE. For the purpose of this lump sum bonus, the total amount of realignments shall be computed by adding the amounts of all unit, equity, and any other realignments.

~~Communications Dispatcher II, III and Senior Communications Dispatcher. The sixth step shall be paid after the accumulation of twenty-four (24) months of service in Step 6.~~

- ~~Effective July 1, 2024, a seventh step is established at approximately five percent (5%) above step six for the existing classifications of Communications Dispatcher II, III and Senior Communications Dispatcher. The seventh step shall be paid after the accumulation of twenty-four (24) months of service in Step 6.~~

f)h) **Time for Salary Adjustments**

Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.

Section 7.3 – Effect of Promotion, Demotion or Transfer on Salaries

a) **Promotion**

Upon promotion, a worker's salary shall be adjusted as follows:

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

b) **Demotion**

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

c) **Transfer**

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

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

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

e) **Seniority Rights**

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

further salary increases.

f) Voluntary Demotion

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

Section 7.4 – Part-Time Work [Agree with 4/14/23 County Proposal – TA]

a) Salary Ranges

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

b) Benefits

Workers filling part-time positions of half-time or more shall receive all other benefits of this Agreement except as listed below:

1. Those workers who elect to be covered by either the County's insurance package (medical, dental, vision and life) or medical coverage only shall authorize a payroll deduction for the appropriate prorated cost.

2. Workers may withdraw from the insurance package (medical, dental, vision and life) or medical coverage only-at-any-time when they have a qualifying event. Workers may enroll in the County's insurance package or medical coverage only upon entering part-time, upon changing from any increment of part-time to any other increment of part-time or to full-time, or once per year during the County-wide insurance window.

3. Any worker who becomes a part-time worker as a result of layoff from a full-time position will continue to receive full-time benefits until such time as he/she is offered a full-time position in his/her current classification or higher.

4. Any worker in a part-time status who pays for the insurance package (medical, dental, vision and life) or medical coverage only shall have his/her pay adjusted for the additional pro-rated premiums consistent with any hours worked above their coded status the previous month.

c) Split Codes

The County shall provide a minimum of two hundred (200) full-time codes to be filled on a half-time basis at any one time. The County shall provide an additional eleven (11) full-time codes to be filled on a half-time basis at any one time for

Social Services Unit. The location and choice of these codes will be determined on a departmental basis. Requests for split codes shall not unreasonably be denied. Reasonable denial shall include, but not be limited to, demonstration that the work is not divisible, demonstration that qualified partners, if needed, are not available, or that the two hundred (200) available codes are filled. Workers shall make a written request for a split code to their immediate supervisor. If the request is denied, it shall be reviewed by their department head and they shall receive a written response. If the worker is not satisfied with the decision of the department head, the worker, through the Union, may proceed in the manner listed in Article 8.3 of this Agreement.

d) **Variations of Part-Time Work**

The County may establish positions at 1/2, 3/5 and 3/4 positions. In addition the County may establish positions in configurations that are less than full time but at least one half-time at the Santa Clara Valley Health and Hospital System, except for Public Health Nursing.

e) **Filling Part-Time Codes**

Within each department workers working fewer hours shall be offered any established or vacated higher hours level coded positions before new workers are hired into them. In addition, within the Santa Clara Valley Health and Hospital System, workers in less than full-time positions shall be offered established or vacated full-time positions before new workers are hired into them. In order to be offered the full-time position, the worker must advise the appointing authority in writing annually.

f) **Extra Hours of Work**

Absent a Departmental Agreement, no extra help worker shall receive extra hours when part-time regular employees would like to work extra hours and are available for such work.

The extra hours will be subject to the following:

1. extra hours are within the same classification; and
2. extra hours do not result in overtime; and
3. are within the immediate work area and assignment; and
4. extra hours do not create partial coverage issue in assignment that must be completed by extra help (e.g. part-time worker can only complete 4 hours of a 5 hour assignment or a project that requires continuity; and
5. extra hours are distributed equitably (as much as possible) provided the part-time worker submits a memo each year stating his/her interest to the manager for extra hours and provides the appropriate contact information

Note: When the manager is authorizing extra hours that would result in overtime pay and those overtime hours do not affect continuity of services as outlined in #4, then coded workers shall have preference over extra-help workers. Hours

shall be distributed in accordance with Section 8.2(f).

Section 7.5 – Work Out of Classification [Holding to UP 4/14/23 Union moves to

CCL 5/9/23]

Pay

a) When a worker is temporarily assigned Work Out of Classification to cover vacant regular codes or absences of other workers, such worker will receive pay consistent with the promotional pay procedure as set forth in Article 7.3 commencing on the first (1st) such working day.

b) Application to Holiday and Sick Leave

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

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

e) ~~Work time in Work Out of Class assignments shall be considered towards minimum qualifications for promotional purposes.~~

d) Vacant Regular Codes

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

Section 7.6 – Paychecks

a) Night Workers

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

b) Shortage Errors – Union proposes CCL 6/8/23

Cash advance by the Finance Department to cover shortage errors in worker's paycheck, shall be provided to workers within two (2) working days after worker's written notification of discrepancy to Finance. This provision is to cover only those discrepancies above a net one hundred dollars (\$100.00). The County shall pay the shortage error to the worker within three (3) calendar days after the worker's notification to Finance. A worker who failed to provide notification in the above indicated time limits, shall have the shortage error corrected at the next pay period.

~~Failure to pay shortage errors and/or pay retro-active wages/CALPERS contributions within two (2) working days shall result in penalties as outlined below:~~

- Five percent (5%) penalties if not paid by the next scheduled pay date;
- Ten percent (10%) penalties if not resolved by the second scheduled pay date;
- Fifteen percent (15%) penalties if not resolved by the third scheduled pay date
- Twenty percent (20%) penalties if not resolved by the fourth scheduled pay date
- Thirty percent (30%) penalties if not resolved by the fifth scheduled pay date
- Fifty percent (50%) penalties if not resolved by the sixth scheduled pay date

Any grievance regarding this Article shall be processed beginning with Step three (3) of the Grievance Procedure.

1

c) **Overpayment Errors**

When the County has overpaid a worker by a net one hundred dollars (\$100.00) or more, the County shall provide to the worker notice of the amount of the overpayment as well as a proposed repayment schedule. If the worker would like to negotiate a different repayment schedule, the worker must respond to the County within ten (10) business days of receiving the notice.

If the worker does not respond within ten (10) business days or the worker and the County do not reach a repayment agreement within thirty (30) business days, the County shall send the overpayment to DOR (County collections) to be recouped.

Section 7.7 – Automatic Check Deposit

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

Section 7.8 – High Vacancy Classification Retention Pay

Workers shall be paid six five percent (6.5%) above the employee's base wage, when a vacancy rate (vacant, funded positions only), over fifteen percent (15%) or (x) of employees that have worked within the classification for less than six (6) months within the classification and/or series exists. If at any time a worker vacates leaves a high vacancy classification, the bonus pay shall be discontinued forthwith.

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**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.

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

Rate of Pay-Workers Exempt from the FLSA

d)

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.

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 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.

c)

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.

b)

Overtime Defined-Workers Exempt from the FLSA

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. Workers may request in writing in advance to be paid in cash at the rate of one and one-half (1-1/2) times the regular hourly rate subject to approval of the appointing authority or designee. All compensatory time off must be taken within twelve (12) months of the date the overtime was worked, and failure to take the compensatory time off shall be deemed a waiver of the compensatory time by the worker. In the event the appointing authority does not provide compensatory time off during the mandatory time period, the worker may take compensatory time off as a matter of right immediately before the end of the pay period in which the compensatory time would be lost. Compensatory time off shall not be unreasonably denied. 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 workshift 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

~~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~~

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.

Length

Section 8.4 – Meal Periods [Holding to UP 4/14/23] Withdrawn – CCL and Inclusion of Side Letter Agreement for Healthcare settings

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.

3. Board of Supervisors

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.

2. Impasse

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.

1. Negotiations

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

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.

b) Alternate Hours Schedules

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.

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.

a) **Overtime Meals – Union withdraw and moves to CCL**

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 (\$14.00) dollars. Workers shall be provided an additional reimbursement as above for every seven (7) hour period of overtime completed thereafter. If a worker is called 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 (\$14.00) dollars.

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

b) **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.

c) **Meal Rates**

In each County dining facility where meals are served to workers at the workers 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] ~~Withdrawn – CCL and Inclusion of Side Letter Agreement for Healthcare settings~~

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] ~~Withdrawn – CCL~~

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

Section 8.7 – On-Call Pay [Holding to UP 4/14/23 – note correction] ~~Union Proposes to move revisions below to APT unit and for master remain CCL with MP for pay increase~~

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.

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.

b)

c) **Rates of Pay**

Workers assigned to on-call duty shall receive, in addition to their regular salary, ~~thirty eight~~ **forty dollars (\$40.38)** 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.

R78 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

Should any other classifications unique to Santa Clara Valley Health and
Notification to Union

d)

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

- R27 Pharmacist
- P40 Pharmacist Specialist
- J1S Epic Pharmacy Informatcist
- R15 Respiratory Care
Practitioner I
- R1S Respiratory Care
Practitioner II
- R54 Respiratory Therapy Inservice
Coordinator Services Specialist
- S30 ~~Ultrasonographer I~~
- S6A ULTRASONOGRAHER I - A
- S6B ULTRASONOGRAHER I - B
- S6C ULTRASONOGRAHER I - C
- S29 ~~Ultrasonographer II~~
- S9A ULTRASONOGRAHER II - A
- S9B ULTRASONOGRAHER II - B
- S9C ULTRASONOGRAHER II - C
- S9D ULTRASONOGRAHER II - D
- Y04 Medical Social Worker I
- Y0E Medical Social Worker I - U
- Y03 Medical Social Worker II
- Y0D Medical Social Worker II-U

~~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 Union proposes to move proposed revision below to APT unit and remain CCL for Master

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] TA to MR
6/13/23 for Section A B only
Evening Shift Differential
and sixty-four cents

An evening shift differential of three dollars (~~\$3.6400~~) 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).

a)

Night Shift Differential

A night shift differential of four dollars **and ninety cents** (\$4.900) per hour shall be paid to workers for each hour worked after 11:00 p.m. and prior to 7:30 a.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 11:00 p.m. and before 7:30 a.m. Effective June 15, 2020, Pay Period 20/14, the night shift differential will be increased to four dollars and fourteen cents (\$4.14). Effective June 14, 2021, Pay Period 21/13, night shift differential will be increased to four dollars and thirty-nine cents (\$4.39). Effective June 13, 2022, Pay Period 22/13, the night shift differential will be increased to four dollars and sixty-four cents (\$4.64).

b)

Weekend Shift Differential

A weekend shift differential of two dollars and twenty-five cents (\$2.25) 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 12:01 a.m. through Sunday 11:59 p.m.

c)

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.

e)d)

Overtime Shifts

Overtime shifts stand alone and shall be treated as two separate shifts for purposes of determining whether the night or evening shift differential rate is

paid, 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 twenty-five cents (\$2.25) 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]~~ **Withdrawn CCL**

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

meeting with the worker within five (5) days after the receipt of such a request. 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.

Department-Director of Employee Services Agency or his/her verbal appeal. Department-Director of Employee Services Agency for a meeting to make a 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.

designated Chief Steward. 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. 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.

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.

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.

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.

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

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

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

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.

Where translation of written material in another language is a continuous assignment; or

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

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] TR to MR 5/23/23

a) Coverage

- The work places covered by this differential are the JPD Ranches, and the locked/secured sections of the following facilities:
1. Emergency Psychiatric Service
 2. Main Jail
 3. Elmwood
 4. North County Jail
 5. JPD Hall (including Transportation Officers)
 6. Psychiatric Inpatient

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-five cents (\$1.250)~~ 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, 2022 Pay Period 22/13 Hazard Duty Pay will be raised by fifteen cents (\$0.15) to one dollar and forty cents (\$1.40).~~

c) **Part Time Payment**

A premium of ~~one dollar and twenty-five cents (\$1.250)~~ per hour shall be paid to coded classifications whose regular assignment is not in a work place described in a) for only the hours assigned and worked in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holiday work, or other wage variations.

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

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

d) **Classifications Assigned to Elmwood**

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

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

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 SELU 521 represented classifications. The County shall provide training for supervisors and workers who meet the criteria for participating in the program.

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

• Decreased energy consumption, air pollution, traffic and parking congestion
County and the public that we serve. Benefits include:

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

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

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.

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

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

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.

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~~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~~ 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

shall be delivered by mail to the Union and the designated Chief Steward.

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

to accommodate absences.

When scheduling the meeting, Timelines can be extended by mutual agreement. Every effort will be made to accommodate the worker, steward and manager

of such a request. The worker may have a Steward assist him/her in the meeting. will arrange a meeting with the worker within five (5) working days after the receipt

It is agreed that the Director of the Office of Sustainability or his/her direct report, meeting to make a verbal appeal.

may submit a written request to the Director of the Office of Sustainability for a (5) working days after receipt of a written notification of the denial. The requester

If a telework request is denied, the requester may appeal the decision, within five Telework Request/Denials

reason. This section is not subject to the grievance procedure. agreement may be revoked or modified by the Department at any time for any

Teleworking is a management option, not an entitlement. Any telework (c) _____

If the teleworker participating in the teleworking program fails to conform to the program criteria, the teleworking privileges may be revoked.

Employee and supervisor agree in writing on a teleworking arrangement, which is approved in writing by the department head or designee.

• Telework Agreement/Assignment Form is completed and approved

• Telework Request and Approval Form is completed and approved

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

• Employee has access to required supplies and equipment to telework at and has an acceptable workspace and environment to effectively work at home.

• Employee and supervisor agree in writing on a teleworking arrangement, which is approved in writing by the department head or designee.

• No reduction of service to internal and external customers and clients

• Teleworking does not impede other workers from performing their job duties

MASTER TABLE UNION Package Proposal - 6/23/23

Section 9.1 – Uniforms

this increased amounts includes increase to PCSU.

a) Uniform Allowance

4. A yearly uniform allowance of ~~five~~ seven hundred fifteen fifty (\$550 715.00) dollars shall be payable annually to employees in the classes listed in this paragraph in the month of March. ~~Departments may provide the uniform allowance through voucher process. The uniform allowance will be prorated for new hires and for any worker on an unpaid leave of absence of one or more full pay periods. Except for new workers, who shall receive the uniform allowance at the time of hire, the uniform allowance will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. The County shall report the uniform allowance as pensionable income for classic CalPERS members and shall treat it as taxable for all employees. Newly hired workers will receive the uniform allowance beginning on their pay period of hire. Newly hired workers will not be paid the uniform allowance retroactively to the first pay period of the payroll calendar year. Uniforms allowance shall be payable to the following classes:~~

2.1.

- V57 Animal Control Officer
- V5H Senior Animal Control Officer
- G74 Custody Support Assistant
- V42 Estate Property Specialist
- M11 Fleet Maintenance Scheduler (Sherriff Office only)
- N96 ~~Hospital~~ Stationary Engineer
- D43 Law Enforcement Clerk (Sheriff's Office Records & Admin Booking ~~DOC only~~)
- D63 Law Enforcement Records Specialist (~~Sheriff's Office Records & Admin Booking DOC only~~)
- D42 Law Enforcement Records Technician (~~Sheriff's Office Records & Admin Booking DOC only~~)
- M38 Parking Lot Checker
- M35 Parking Patrol Coordinator
- F02 Property/Evidence Technician
- U98 Protective Services Officer
- U9Z Sheriff Protective Services Officer
- G73 Sheriff Technician (Sheriff's Office civil and court division)
- N95 Sr. Hospital Stationary Assistant Chief Engineer
- N93 Stationary Engineer – Facilities and Fleet
- X81 Weed Abatement Inspector

2. Newly hired coded workers, not previously employed by the County, and Department of Corrections workers not previously reporting under the Sheriff, who are required to wear a uniform and in classifications listed in Section 9.1(a) within the Sheriff's Department and the Department of Correction, shall receive an initial eight hundred and fifty (\$850) dollar uniform allowance. Those workers who receive the initial eight hundred and fifty (\$850) dollar allowance will not receive the five-seven hundred and fifty (\$550 715) dollar March allowance in their first year of service. After the worker is paid the initial eight hundred and fifty (\$850.00) dollar uniform allowance in the first calendar year of employment, the worker will receive a seven hundred and fifteen (\$715.00) dollar uniform allowance in each subsequent pay roll calendar year of their employment. The seven hundred fifteen (\$715) dollar uniform allowance will be divided by the number of pay periods in the pay roll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period of the subsequent calendar years. The County shall report the uniform allowance as pensionable income for classic CalPERS members, and shall treat it as taxable for all employees.

3. If the uniform requirement for any class listed above is eliminated by the County, notice of same shall be given to the Union, and the allowance will be discontinued. Modification to County required articles of clothing which cause an increase in costs shall be met and conferred upon during the contract term.

County Issued Uniforms

Other than the classifications shown in Section 9.1(a), uniforms supplied by the County and required prior to July 12, 1999 shall continue to be required and supplied for the term of this agreement unless notice to discontinue is provided to the Union.

New Uniform Requirements

During the term of this Agreement, the County may designate specific classifications within Departments/Agencies which may be required to wear a standard uniform or standard uniform items for bona fide business purposes.

In such instances, the Union will be given a minimum of thirty (30) calendar days notice and an opportunity to meet and confer as to whether the classification shall be eligible for a uniform allowance, the amount of the allowance (not to exceed the amount and payment schedule listed in Section 9.1(a), or if the Department/Agency will provide the uniform or uniform items, as well as the safety aspects of the uniform requirements and uniform items.

Clothing Allowance

A yearly clothing allowance of one hundred (\$100.00) dollars shall be payable

~~annually in the month of March. The clothing allowance shall be prorated for new hires and for any worker on an unpaid leave of absence of one or more full pay periods. The clothing allowance will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year) and the quotient will be paid to the worker each pay period. Newly hired workers will receive the clothing allowance beginning on their pay period of hire. Newly hired workers will not be paid the clothing allowance retroactively to the first pay period of the payroll calendar year. The County shall report the uniform allowance as pensionable income for classic CalPERS members and shall treat it as taxable for all employees. Clothing allowances shall be payable to the following classes:~~

H18 Janitor
H67 Food Service Worker I
H66 Food Service Worker
II
M48 General Maintenance Mechanic I
M47 General Maintenance Mechanic
II
M56 General Maintenance Mechanic
III
L35 Telecommunications Technician
N96 ~~Hospital~~ Stationary Engineer
N93 Stationary Engineer (FAF)
~~N95 Sr. Hospital~~ Stationary Engineer
N95 Assistant Chief Engineer

If any classification above is required to wear a uniform and fall under 9.1 a) or b) notice shall be given to the Union and the allowance will be discontinued.

Section 9.2 – Repair/Replace Claims [Union Agrees to 5/4/23 County Proposal – TA]

Section 9.3 – Safety Shoes [Union Agrees to 5/4/23 County Proposal with revisions]

a) **Reimbursement**

Workers in classifications listed in Section 9.3(b) and meeting the requirements of Section 9.3(c) shall be eligible for County approved safety shoes not to exceed the cost of two hundred and fifty dollars (\$250.00). The reimbursement or voucher may include sole inserts.

b) **Eligible Classifications**

Airport Operations Worker Series
Animal Control Officer Series
Associate Telecommunications
Technician
Auto Attendant & Helpers

Auto Mechanic Series
Bindery Worker I (Delivery position only)
Chief of Party
Communications Cable Installer
Communication Systems Technician
Construction Inspector Series
Cook #II
Custody Support Assistant
Election Materials Processing
Coordinator/Asst
Election Systems Technician I/II
Electrical/Electronic Technician Series
Electronic Repair Technician Series
Engineering Aide I/II
Emergency Vehicle
Equipment Installer
Engineering Technician
I/II/III
Environmental Technician
Estate Property Specialist
Facility Maintenance Rep
Field Survey Technician Series
Fleet Maintenance Scheduler (Sheriff Office Only)
Fleet Parts Coordinator
Fleet Services Assistant Mechanic
Fleet Services Modification Mechanic
Fleet Services Mechanic
Food Service Worker I/II
Food Service Worker/Correction
Gardener
General Maintenance Mechanic Series
Janitors assigned to Facilities and Fleet
Law Enforcement Clerk (Sheriff's Office and Admin. Booking Records Div. only)
Law Enforcement Records Specialist (Sheriff's Office and Admin. Booking Records Div. only)
Law Enforcement Records Technician (Sheriff's Office and Admin. Booking Records Div. only)
Laundry Worker I/II
Material Testing Technician Series
Messenger Drivers
Offset Press Operator
III Park Equipment
Operator
Park Maintenance Worker Series
Parks Rangemaster Series

Park Services Attendant
Park Trail Specialist
Parking Lot Checker
Parking Patrol
Coordinator Probation
Assistant I/II Probation
Counselors I/II
Property/Evidence
Technician Protective
Services Officer
Rangemaster Series
Road Maintenance Worker Series
Senior Warehouse Material
Handler
Sheriff Protective Services Officer
Sheriff's Technician (Sheriff's Office Civil and Court divisions)
Sign Shop Technician
Stationary Engineer/~~Senior~~ Assistant Chief
Stationary Engineer FAF
~~Stock Clerk Series~~
~~Storekeeper Series~~ Material Supply Specialist
Telecommunications Technician
Traffic Painter Series
Utility Worker
Vector Control Technician I/II/III
Vector Control Ecology Ed
Specialist
Warehouse Material Handler
Series
Weed Abatement Inspector

c) **Approved Safety Shoes/Mandatory Wearing Requirements**

All workers in the classifications listed in 9.3(b) shall be required to wear appropriate safety footwear, as authorized and approved by the County Executive,

during all working hours unless the worker is occupying a position exempted from the mandatory requirement.

A worker occupying an exempted position within a classification listed in Section 9.3(b) may participate in the safety shoe reimbursement program, provided if the worker participates he/she shall be required to wear appropriate authorized safety footwear as authorized and approved by the County Executive, during all working hours.

Master Table Union **PACKAGE** Proposal – 6/23/23

ARTICLE 10 – HOLIDAYS

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
- e)f) ___ Juneteenth 19th
- f)g) ___ July 4th
- g)h) ___ First Monday in September
- h)i) ___ Second Monday in October
- i)j) ___ Veteran's Day to be observed on the date State of California workers observe the holiday
- j)k) ___ Fourth Thursday in November (Thanksgiving Day)
- k)l) ___ The Friday following Thanksgiving Day (Day after Thanksgiving)
- l)m) ___ December 25th

m)n) ___ Other such holidays as may be designated by the Board of Supervisors All previous informal time off practices are eliminated and unauthorized.

MASTER TABLE UNION Package PROPOSAL - June 23, 2023

Section 12.9 – Educational Leave and Tuition Reimbursement Fund

a) Tuition Re-imburement and Educational Leave

The County shall maintain an educational leave and tuition reimbursement program for the term of this Agreement. The total monies in this program will be administered at the County level. The fund will consist of seven hundred fifty thousand dollars (\$750,000) per fiscal year for all Local 521 units in each fiscal year. One-half (1/2) of each year's fund will be available on July 1 and on January 1.

Funds not used for any period shall be carried over for use in the next period. No amount may be approved or expended beyond funds available for the term of the Agreement. Tuition reimbursement funds shall not be used for County, State, or Federal required licenses or certifications as outlined in Section 12.13.

b) CountyWise Classes

One hundred thousand dollars (\$100,000) is hereby allocated in each fiscal year from the Tuition Reimbursement Fund towards the costs of CountyWise classes. Workers are entitled to enroll in CountyWise classes subject to training slots being available but not subject to the requirements or conditions in c) through g) below. These funds will be used for Local 521 represented workers only.

Five (5) workers shall be selected by the Union to participate in the quarterly meetings of the Training Liaison Group.

c) Eligibility

Workers are eligible to participate in the educational leave and tuition reimbursement programs provided:

- ~~1. The worker is not receiving reimbursement from any other government agency or private source. (This applies to workers applying for tuition reimbursement only.)~~
1. If the worker is receiving tuition reimbursement from any other government agency or charitable source, the county's contribution to tuition reimbursement shall be capped at the amount not covered by the other sources that are providing tuition reimbursement to the worker.
2. The training undertaken is related to the worker's occupational area or has demonstrated value to the County.
3. The application was filed with the appointing authority or her/his designee prior to the commencement of the course. Applications requiring time

off must be filed with and signed by the appointing authority at least ten (10) days prior to the commencement of the course.

4. Substitute courses may be approved when approved courses are found to be unavailable.

5. There are sufficient funds available in the program. (This applies to workers applying for tuition reimbursement only.)

6. The worker has not exhausted the annual maximum reimbursement limit. (This applies to worker's applying for tuition reimbursement only.)

Disapproval
Management may disapprove an application for tuition reimbursement and/or educational leave provided:

1. Notice of disapproval is given to the worker within ten (10) working days after receipt of the application; and

2. The County alleges disapproval is necessary because any of the provisions above have not been met. When a worker disagrees with the course with time off as provided for in this Section, except for denial based on paragraph c(5) above. If a final determination is made against the worker, time off shall be made up by working, charging vacation time or comp time, or payroll deduction, and tuition reimbursement shall not be paid. If a final determination is made supporting the worker, she/he shall be fully reimbursed in accordance with this section.

3. The County and the Union agree to schedule an expedited grievance arbitration within 30 calendar days of Step II response.

Reimbursement
Total reimbursement for each worker participating in the program will not exceed two thousand dollars (\$2,000.00) in each fiscal year. Meals, lodging, and transportation costs will not be reimbursed pursuant to IRS regulations. Within the above limit, workers shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of proof of cost and proof of course completion.

Deduction Authorization
The worker shall sign a note which states that, upon receipt of reimbursement, he/she authorizes:

1. Deduction from his/her wages in the event he/she does not receive a

f)

e)

d)

- passing grade of C or better.
2. Deduction of fifty percent (50%) of the amount of reimbursement if he/she leaves County employment within one (1) year after satisfactory completion of the course (except if laid off).
 3. Deduction of the full amount of reimbursement if he/she leaves County employment before completion of the course (except if laid off).
- g) **Make-up Time**
Workers taking a course only available during working hours must make up fifty percent (50%) of the time away from job. Make-up time may be deducted from the worker's accrued vacation, personal leave or compensatory time balance. Make-up time will not be allowed when it results in the payment of overtime. The department will make every effort to allow the worker time off except where the payment of overtime will result. A worker and the appropriate level of Management may mutually rearrange the duty shift beyond eight (8) hours but within the forty (40) hour workweek for purposes of participating in non-duty education and/or training deemed by the County to be to the benefit of the worker and the County and such arrangement will be considered a waiver of Section 8.2.
- h) Workers who are granted educational leave only but not tuition assistance, shall reimburse the County through automatic leave reduction in the same manner that educational leave was taken or reduction of leave balances or cashout at separation, of fifty percent (50%) of the time away from the job under the following conditions:
1. Failure to successfully complete the course or obtain a passing grade of C or above;
 2. Leaving County employment within one (1) year after successful completion of the course (except if laid off); or
 3. Leaving County employment before completion of the course (except if laid off).

Section 12.10 – Joint Training & Career Development Training Fund & Committee

The County and the Union agree that a comprehensive workforce planning and development program will be jointly developed and implemented. The goal is to implement a culture that values and invests in lifelong learning and enhanced career opportunities. The work of the training fund will include the development of training programs as a result of position eliminations. Through the work of the Fund, we can achieve greater employee retention, satisfaction, including an increase in hard to fill vacancies filled, that result in improved quality and services to the community. This program does not limit any other educational leave provisions or allocated monies outlined in Article 12, to which an employee may be entitled.

Any SEIU 521 represented employee who works at least twenty (20) hours per week, with a minimum of one (1) year continuous service in any classification represented by

the Union immediately prior to receipt of application is eligible for the program.

A. Joint Training & Career Development Fund Committee

The County and the Union agree to the creation of a Joint Training, Retraining and Career Development Fund and of a Committee to oversee the allocation of monies from the fund in furtherance of the objectives outlined in this article.

Among the options for utilizing this fund, it is the intent of the parties to leverage existing training organizations, including, but not limited to, the Coalition of SEIU Unions Taft-Hartley Trust, when such organizations have proven, established programs that can be made available to County workers quickly. In order to access the resources of the Coalition of SEIU Unions Taft-Hartley Trust the County will not object to being bound by the terms of the Trust Agreement, the Plan Document, and the rules and regulations adopted by the Trustees of the Fund, provided that the financial obligation will not exceed what is available through the Joint Training & Career Development Fund.

The Committee may ^{also} allocate funds from the Fund to the Educational Leave and Tuition Reimbursement Program and the Continuing Education Fund should the initial allotment not be sufficient to meet the needs of applicants in any fiscal year.

The committee shall consist of nine (9) County representatives and nine (9) Union representatives (one from each bargaining unit and one staff representative, who shall meet monthly within thirty (30) days of ratification, to work towards addressing the following:

- Create job shadowing programs, paid apprenticeships and internship programs for identified hard to fill positions;
- Develop precursor roles, including pay for training new employees in various critical positions;
- Develop a career navigator program and roles to assist unit employees in navigating promotional and training opportunities within the County;
- Jointly create a process to identify and forecast hard-to-fill positions and where positions will be vacated due to natural attrition;
- Develop and implement process for training participants to promote into vacant positions for which they have completed training or are otherwise eligible, including recommendations for Merit System Rule Changes.

The committee shall operate as a partnership with shared decision-making about participations, selection, development, implementation, and evaluation of proposed training programs commensurate with a training implementation plan for each course that shall be developed.

B. Funding

The County hereby agrees to contribute an amount equal to .22% percent of the gross annual payroll of the SEIU 521 collective bargaining unit as of December 31 of the preceding year to the Fund, in each year of the Agreement, beginning with a pro-rated contribution of .11% of the December 31, 2022 payroll on July 1, 2023 and the full .22% contribution annually commencing on January 1, 2024.

Unused funds for the Fund shall remain in escrow with the Fund for training and program development.

C. Educational Leave

Workers approved to participate in a training program pursuant to this Section or other approved training programs under Article 12, shall participate with pay, not to exceed sixteen (16) hours in any one (1) week, to attend classes during regular working hours. The parties agree that permission to qualified candidates shall not be denied for staffing reasons unless the number of hours of paid training time in a department exceeds 2.5% of the scheduled hours of work in any month. In cases where permission must be denied for this reason, the department will endeavor to balance the opportunity for educational leave over time.

Workers participating in the program under this section only, shall commit to remain in the County for at minimum two (2) years. Failure to remain for this duration shall result in the worker reimbursing for all hours (up to sixteen hours per week) related to Educational Leave.

Section 12.11 – Bereavement Leave – CCL

Section 12.12 In-Service Education Programs – No Change CCL

The County and the Union may meet and confer on any existing in-service programs or proposed programs during the term of this Agreement at the department level.

Section 12.13~~2~~ – State, Federal and/or County Required Continuing Education Fund

For the term of this Agreement, the County shall continue a fund of two hundred thousand (\$200,000) per year, with rollover, to be administered at a County-wide level. The purpose of the fund will be to provide reimbursement to workers for the costs of State, Federal and/or County required continuing education.

a) General Provisions

1. Only workers whose classifications have mandated State, Federal and/or County continuing education requirements shall be eligible for reimbursement of costs of the mandated continuing education. A list of

eligible classifications shall be maintained by ESA. The County shall provide the list to the Union at least annually. The Union shall be notified of any changes to the list of eligible classifications.

2. Should Local 521 SEIU no longer represent any of these classifications this provision shall remain in effect for the remaining classifications. Workers shall not lose any rights to this fund because of reclassification or retitling of a classification as long as the new classification also has a State, Federal and/or County required continuing education.

3. The County and the Union shall meet prior to the printing of the agreement to determine a notification method when affected classifications are designated by the State, Federal and/or County to receive this reimbursement.

4. This fund shall apply to all workers in classifications noted above who are required by the State, Federal and/or County to take continuing education courses. There are three eligibility periods. The first is between June 15, 2022 and June 13, 2023. The second is between June 14, 2023 and June 12, 2024. The third is between June 13, 2024 and June 11, 2025. Eligible workers may only apply for State, Federal and/or County mandated continuing education courses. Workers may apply for reimbursement to cover fees or tuition and books for State, Federal and/or County required continuing education courses, workshops or seminars.

5. Total reimbursement for each worker participating in this program will not exceed the actual amount of the continuing education.

b) State, Federal and/or County Mandated Continuing Education Reimbursement

1. Workers who must complete State, Federal and/or County mandated continuing education requirements in order to maintain a State, Federal and/or County mandated license or certificate may apply for reimbursement under this provision.
2. Eligible workers may receive reimbursement for fees or tuition, books and other required items if the course, workshop or seminar qualifies for State mandated continuing education.

3. Lodging, travel and other incidentals are not reimbursable under this fund.

4. Funds for this provision will be paid to workers for classes taken in eligibility periods as stated in Section 12.12(a). Requests for reimbursement are to be submitted on a form provided by the County no later than 60 days after the end of the eligibility period. The amount will be disbursed upon presentation of receipt of proof of cost and proof of course completion for required continuing education classes and subject to the availability of funds.

Classes for courses

5. Eligible workers will be required to seek reimbursement from this fund first. Any remaining expenses may be reimbursed through regular tuition reimbursement (Article 12.9) procedures. In no event shall the reimbursement exceed the maximum allowed under the appropriate fund or the cost of the course.

c) **Reasons for Denial**

Management may disapprove an application for reimbursement under this provision provided:

1. There are not sufficient funds available in the program.
2. The worker has already received the maximum allowed under this program.

Section 12.14~~3~~ – State, Federal, and/or County Required Licensure/Certification Reimbursement

Only workers whose classifications have mandated State, Federal and/or County licensing and/or certification requirements shall be eligible for reimbursement of costs of the mandated County, Federal and/or State required license and/or certification. A list of eligible classifications shall be maintained by ESA. The County shall provide the list to the Union at least annually. The Union shall be notified of any changes to the list of eligible classifications.

All eligible workers whose State and/or Federal mandated license/certification expires in eligibility periods stated in Section 12.12(a) 4 may apply for reimbursement of the actual cost of the licensure/certification no later than 60 days after the end of the eligibility period. Requests for reimbursement are to be submitted on a form provided by the County. The amount will be disbursed upon presentation of cost and proof of receipt showing renewed license/certificate.

Section 12.14 – Education Reimbursement Committee

~~The County and the Union will meet every six (6) months to review funds under Section 12.9 (a) and Section 12.12 and procedures for encumbering funds under Section 12.9 (a-d). By mutual agreement, the parties may agree to transfer money between the funds for better utilization and/or change procedures for encumbering funds under Section 12.9 (a-d).~~

ARTICLE 13 – BENEFIT PROGRAMS

MASTER UNION COUNTER PACKAGE PROPOSAL – 6/23/23

Section 13.1 – Workers' Compensation [HOLDING TO CCL]

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 - Union Rejects County proposal - No Change CCL**

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

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

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

d) **Treatment Following Return from Leave**

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

- e) **Clothing Claims**
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.

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: Union Agrees to Delete language~~

~~Effective June 15, 2017 the County and the Union shall reopen this section to consider PPO, POS, and HMO plans and plan designs with a goal of the~~

~~County to mitigate the federal excise "Cadillac Plan" tax of the Affordable Care Act and replace the POS plan. This reopener shall include discussion on a narrow and a broad network for VHP and other healthcare cost containment strategies.~~

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

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

4. **Medical Premium Payments During Family Leave Without Pay, Medical Leave Without Pay and Industrial Injury Leave**
The County will pay the medical premium subject to the applicable co-payments in this Section as follows:

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

b. For a worker on family leave without pay, in accordance with the County's Family and Medical Leave Policy, up to twelve (12) weeks of dependent coverage.

5. **Medical Benefits for Retirees**

a. For workers hired before August 12, 1996.

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

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

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

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

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

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

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

e. Such years of service expressed in a, b, c, and d. above must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County.

f. Delayed Enrollment in Retiree Medical Plan
A retiree who otherwise meets the requirements for retiree only medical coverage under Section 13.2 (a) 5 subsections a, b, c, or d may choose to delay enrollment in retiree medical coverage. Application and coverage may begin each year at the annual medical insurance open enrollment period after retirement.

g. Employee Contribution Toward Retiree Medical Obligation Unfunded Liability - Union accepts County proposal of 4/14/23
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~~
~~Union Agrees to delete this Section per County Proposal~~
~~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 [UNION AGREES WITH 5/2/23 COUNTY PROPOSAL – TA**

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

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

d) **Life Insurance**

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

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.

Vision Care Plan

e)

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.

Flexible Spending Account (FSA) Plan

f)

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.

County-wide Benefits

g)

Section 13.3 – Training for Disabled Workers

Vocational Rehabilitation

~~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 if a worker is unable to be accommodated to return to work after an industrial injury, the injured worker(s) are entitled to supplemental job displacement benefits, subject to California Workers Compensation Law.~~

Lateral Transfer/Demotion Openings

a)

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.

Salary Level

b)

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.

c) **Training Program**

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

d) **Placement Review**

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

e) **Promotions**

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

~~f) **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.~~

~~g)f) **State Legislation**~~

~~The provisions of this Section shall not apply if State legislation removes from the County the control of training for disabled workers.~~

Section 13.4 – Deferred Compensation Plan

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

Section 13.5 – Joint Health Care Cost Containment Committee

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

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

Section 13.6 – Joint Childcare Committee

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

MASTER UNION Package PROPOSAL – 6/22/23²³

A. Extra Help

1. Purpose

In order to detail the limitations and the use of extra-help in classifications covered by this Agreement and in order to provide specific notice of extensions of such usage, the parties agree as follows:

2. Policy Statements (Non-Grievable)

- a) An extra-help appointment is one made to a non-permanent position established to meet a peak-load or other unusual work situation.
- b) No extra-help workers will be retained in a department where there are workers on a re-employment list in the same classification unless the workers on the re-employment list refuse the extra-help work or do not possess the necessary skills.
- c) It is the policy of County that persons who work as extra-help employees shall be compensated on an hourly basis in accordance with the provisions of the Santa Clara County Salary Ordinance and the duties to which they are assigned if they meet all the expected minimum requirements for the comparable permanent position. They are expected to meet all such minimum requirements.

3. Limitations

- a) No person may receive pay in an extra-help capacity in any classification in the same department for more than one thousand forty (1,040) hours in any fiscal year, unless otherwise approved by the Board of Supervisors.

No person may receive pay in an extra-help capacity in any classification in another department for more than one thousand forty (1,040) hours in the same fiscal year, unless the extra help worker is filling 1) a vacant coded position for which there is an active recruitment for a coded worker; or 2) a permanent or probationary worker is on leave of absence; or 3) the position is frozen by Freeze Exemption Review Committee; or 4) to meet peak-loads or projects. In order to meet peak-loads or for projects, a

department must receive authorization from the Director of Personnel prior to hiring an extra- help worker who has completed 1040 hours in another department during that fiscal year.

b) No more than one (1) extension of 520 hours may be granted in any fiscal year.

4. **Extensions(s) of Limitations**
If an extension is to be requested pursuant to 3(a) above, County shall give prior written notice of such request as provided below.

a) Notice from County shall be provided to the Union at least twenty (20) working days in advance of the scheduled Board of Supervisors' meeting. Union shall respond within five (5) working days from date of receipt with request to meet and discuss; or Union is deemed to have waived meet and discuss. Union shall attempt to respond sooner, if possible.

b) County and Union shall meet and discuss for not more than ten (10) working days within receipt of written request from Union. If concerns are not alleviated or agreement not reached, County may proceed.

c) The Board of Supervisors may proceed without meeting and discussing, if they determine circumstances justify urgency action. Reasonable advance written notice of intention to proceed on such basis shall be provided Union prior to meeting of Board; provided nothing herein shall hamper the Board's lawful exercise of authority under State law in emergency situations.

5. Extra Help workers shall be subject to the provisions of Article 2; Section 3.1, Section 3.2, Article 4, section 7.1, Section 7.6, Section 7.7 Sections 8.4, 8.5, 8.6, 8.9, 8.10 8.12, 8.15 and 8.16, Section 9.3, Article 13.4, Article 16, Article 18, Articles 25, 26, 27, and 28, and all applicable bargaining unit differentials of the Agreement between the County and Local 521. The following shall also apply to extra help workers:

a) For extra help hospital workers, overtime is defined as time worked beyond eighty (80) hours in any fourteen (14) day consecutive work period, or beyond eight (8) hours in any workday. For extra help workers, who do not meet the FLSA criteria for different work periods, overtime is defined

APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

as time worked beyond forty (40) hours in any seven consecutive day work period or beyond eight (8) hours in any workday. Compensation for overtime shall be paid in cash at the rate of one and one-half (1 1/2) times the regular hourly rate.

- b) When assigned and worked, Extra Help Workers shall be paid at time and one-half for all hours worked on County holidays.
- c) Where extra help workers are required to wear uniforms the department will provide to workers.
- d) Any worker who believes he/she needs safety shoes to safely perform his/her assignment, s/he may request a job hazard assessment of his/her assignment to County OSEC. An assessment shall be conducted by County OSEC or the Safety Coordinator or department designated representative (who is trained to conduct assessments) within 60-90 calendar days to determine whether the position requires safety shoes. If a decision is made that the position requires a safety shoes, the County shall provide safety shoes for use within 120 calendar days.
- e) Extra help workers shall be eligible to participate in the County 457 b) Deferred Compensation plan.

6. **Reports**

The County shall, each month, furnish the Union with a list of all extra-help worker names, classification, department, and hours worked. Each year in the month of July, the County shall provide the Union a summary of all extra help hours in classifications represented by SEIU Local 521 by name, classification, department, cost center, step placement and hours for the entire preceding FY.

7. **Extra-Help Labor/Management Committee Meetings**

The County and the Union ~~will~~ shall meet twice quarterly ~~per year~~ during the term of the agreement for the purpose of reviewing use of personnel service contracts and discussion of appropriate extra-help usage for operational purposes. The parties agree to the creation of six (6) County representatives and six (6) representatives from SEIU, whom shall be granted release time for these meetings.

The Committee shall work cooperatively to:

- Identify and recommend processes for ending long-term extra help and provisional employment;
- Review utilization patterns within departments;
- Identify departments that may be better staffed with a higher percentage of permanent positions;
- Review and make recommendations on the use of personnel contracts with the goal to reduce/eliminate personnel contracts;
- Identify and address challenges and moving extra help workers into permanent positions;
- Identify and increase the number of classes for continuous recruitment;
- Screen all applications within five (5) working days of recruitment closing;
- Use of interviews in place of examination for purposes of hiring;
- Score all exams within five (5) working days of testing;
- Provide all certification lists to department/agency within three (3) days of a request;
- Use the Internet for recruitment;
- Start recruitment process before some jobs become vacant
- Utilize transfer list for Extra Help to apply and promote into vacant coded positions;
- Train managers and supervisors on the effective use of eligible lists, filling temporary vacancies and using the recruitment process; and alternatives to extra help usage including Provisional and Substitute Provisional appointments. Training materials shall be provided to the Union.
- The County and the Union shall meet annually to review and evaluate the effectiveness of the identified streamlining methods.

The Committee shall submit quarterly reports to the County Executive and the Chief Elected Officer of SEIU 521.

8. **Retained for historical purpose Grandfathering/parenting of Benefits from Extra Help Transition Program**

A final process is established, for the term of this agreement, to transition certain extra help/intermittent workers into regular coded vacancies. It is agreed that regular coded worker's rights shall supersede the extra help/intermittent transition program. The following provisions apply:

a) As of 7/1/06, an extra help worker (including existing

APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

Intermittent Workers) must have an average of 60 hours each pay period for the last two (2) fiscal years (7/1/04 - 6/30/06).

- b) Transition is to either the last classification for extra help work or if more than one classification held then to the highest classification held in these last two (2) fiscal years.
- c) Transition either to the last classification for extra help work, or, if more than one extra help classification held, then to the highest classification held in the last two fiscal years.
- d) The order of offer for transitioning into coded positions will be in order of higher number of extra help hours in the last two (2) fiscal years;
- e) Worked a total of 6,240 hours over the last 5 years; or
- f) Worked an average 50 hours per pay period for those extra help workers with more than 5 years of extra help status;
- g) Meet minimum qualifications for the job class, and pass any skill test and qualifying examination required of the classification;
- h) Serve an original probationary period; and,

No new codes will be created by the County for the purpose of this Program. Former intermittent workers will maintain their hours accrual towards eligibility for health insurance. Formerly intermittent workers will remain at their current step placement and continue to progress through the step system in accordance with Section 10 of this article. Extra help workers who transition into regular codes will have an eight (8) year vesting period for the retiree health program.

9. Extra Help Workers shall be eligible and may elect to enroll in the Valley Health Plan after 1,040 paid hours of employment. The worker shall pay a pro-rata portion of the total monthly premium costs based on the following:

- a) During the first year (26 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible

for 50% subsidy of "worker only" premium by the County,

b) During the second year (52 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 75% subsidy of "worker only" premium by the county,

c) During the third year (78 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 100% "worker only" premium contribution by the County or 50% subsidy of family coverage.

d) During the fourth year (104 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 75% subsidy of family coverage.

e) During the fifth year (130 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 100% family coverage premium payment by the County.

f) Eligible workers shall be allowed to purchase dependent coverage through payroll deduction.

g) County paid medical coverage shall be suspended after two (2) pay periods of no paid time.

10. **Salary Steps**
 a) If at step 1 on June 24, 2013, remain at step 1 until 1040 hours are reached by extra help workers after June 24, 2013. Subsequent step increases, step 2 through 5 will occur after each 2080 hours.
 b) If at step 2 or higher on June 24, 2013, remain at that step with movement to subsequent steps, through step 5, to occur after each 2080 hours.

Sub-steps 98 and 99 abolishment:

Sub-steps 98 and 99 shall be abolished effective June 24, 2013.

Extra help workers hired on or before June 24, 2013 and who remain in sub-step 98/99 on or after June 24, 2013 shall be placed in step 1 starting from June 24, 2013.

Extra help workers hired after June 24, 2013 into sub-step 98/99 shall be placed in step 1 starting from the date of hire.

APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

B. Continuation of the Former Intermittent Worker Benefit Program

The County and the Union agreed to eliminate the Intermittent Worker Program effective June 20, 2006. All Former Intermittent Workers who became Extra Help workers and who elected to enroll in Valley Health Plan as of June 19, 2006, will continue the current schedule of benefits. The worker shall pay a pro-rata portion of the total monthly premium costs as in subsection A.9 above.

C. Other Provisions

The County and the Union mutually agree to continue the following provisions of the agreement from the prior re-opener on the issue of extra help use as follows:

1. Extra Help Usage Cap

Extra help use shall be capped at 1,250,000 hours per fiscal year. Extra help workers working for The Registrar of Voters shall not be counted against the 1,250,000 hour cap. In the event of unanticipated circumstances, which cause additional usage of extra help hours, the County may exceed the extra hour usage caps only after meeting and conferring with the Union and reaching mutual agreement.

~~2. Where a five percent (5%) vacancy exists within a classification/series, no Extra Help shall be added in the Department. The County shall permit Extra Help to apply into permanent positions through the Transfer line and utilize the interview process in lieu of examination to expedite the hiring process.~~

D. —

~~1. Streamlining of the Hiring Processes:~~

~~The County and the Union jointly identified methods to streamline the hiring process in an effort to reduce the need for extra help. When applicable, these methods include:~~

- ~~a) Identify and increase the number of classes for continuous recruitment;~~
- ~~b) Screen all applications within five (5) working days of recruitment closing;~~

APPENDIX 1 – EXTRA HELP AND INTERMITTANT WORKERS

- e) Score all exams within five (5) working days of testing;
- d) Provide all certification lists to department/agency within three (3) days of a request;
- e) Use the Internet for recruitment;
- f) Start recruitment process before some jobs become vacant;
- g) Train managers and supervisors on the effective use of eligible lists, filling temporary vacancies and using the recruitment process; and alternatives to extra help usage including Provisional and Substitute Provisional appointments;
- h) The County and the Union shall meet annually to review and evaluate the effectiveness of the identified streamlining methods;

3. **Pathway to Permanency: Extra Help Unclassified Process:**

- a. The County will offer a one-time opportunity for Extra Help workers to move into the unclassified positions under the following conditions:
- i. The County will alternatively staff the following classifications as unclassified and classified:

The County shall centralize hiring of twenty-two (22) extra help classifications as well as expedite the hiring (for vacancies the County intends to fill) of coded classifications with the necessary skill sets for specific jobs, thus reducing training time.

On January 3, 2011, the County established a Pilot Program which centralizes hiring of the below extra help classifications as well as expedite the hiring of coded classifications with the necessary skill sets for specific jobs, thus reducing training time.

Below are the affected classifications

County-wide Classifications / Department Specific Classifications	HHS Specific Classifications
Janitor	Health Information Clerk I/II
Food Service Worker Series and Food Service Workers Corrections	Health Services Representative Series
Office Specialist II Series	Hospital Services Assistant II
Office Specialist III Library Page	Medical Assistant
Stock Clerk Respiratory Care	Medical Laboratory Assistant Series II
Practitioner Series	

APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

<u>Medical Social Worker</u>	<u>Mental Health Worker</u>
<u>Community Worker</u>	<u>Pharmacy Technician/Pharmacy Assistant</u>
	<u>Medical Unit Clerk</u>
	<u>Pharmacist</u>
<u>Probation Counselor</u>	<u>Patient Transporter</u>
<u>Warehouse Materials Handler Series</u>	<u>Licensed Vocational Nurse</u>
<u>Clinical Dietitian Series</u>	<u>Respiratory Care Practitioner Series</u>
<u>Materials Supply Specialist</u>	<u>Sterile Processing Technician</u>

The following ten classifications are those agreed to be added to the Program:

<u>County-wide / Department Specific Classifications</u>	<u>HHS Specific Classifications</u>
<u>Office Specialist I</u>	<u>Mental Health Worker</u>
<u>Community Worker</u>	<u>Pharmacy Technician</u>
<u>Library Page</u>	<u>Medical Unit Clerk</u>
<u>Warehouse Materials Handler Series</u>	<u>Health Information Clerk II</u>
<u>Probation Counselor</u>	<u>Patient Transporter</u>
<u>Food Service Worker Correction</u>	<u>Licensed Vocational Nurse</u>

ii. To qualify, Extra Help workers must: 1) meet the employment standards of the classification into which they seek to be appointed; and 2) have worked a minimum of 1040 hours in the last two (2) years.

iii. On August 7, 2023, the appointing authority, may select for an unclassified position any extra help employee in the classifications under Section 2.a.i above who meet the requirements in Section 2.a.ii.

iv. The parties agree to address in the Extra Help Committee (Section 7 of this Article) to inform and develop joint trainings, coaching, and testing support/trainings to prepare workers to succeed.

v. Employees will have up to nine (9) months to have a favorable promotional rating form completed by their manager/supervisor. If the employee receives a favorable promotional rating form, the employee must take and pass the qualifying test to qualify to make a status change and be promoted into the coded classified position they are currently holding.

Extra help workers hired in the designated pilot classifications,

shall be required to have a passing score on exam prior to employment. Should there be an urgency to hire into such extra-help classifications, the pre-employment examination may be waived upon the approval of the Personnel Director. However, the qualifying examination must be taken within sixty days of employment. Those workers failing to achieve a qualifying score (70%) shall not be eligible to be placed into a coded position in that classification under this program.

The County and the Union shall meet within 90 days of agreement to discuss options in assisting extra help employees achieve employment in coded positions. Discussions shall include training to assist extra help employees be successful in the testing process and job advancement skills. Regular coded workers' rights shall supersede any extra help Transition Program developed from this section.

The parties agree to meet to evaluate the Pathway to Permanency Program if requested by either the County or the Union:

2.4. Float Pools:

Continue the Float Pool program established in Santa Clara Valley Health and Hospital System and in the Department of Correction. Float positions are used to cover the absences of classified or unclassified workers for special projects as needed.

The program in Santa Clara Valley Health and Hospital System consists of the following classifications:

Classification	# of Codes
Hospital Services Assistant II	7
Janitor	3
Health Services Representative	5
Medical Assistant	1
Nursing Attendant	4
Office Specialist I	3

The program in the Department of Correction will consist of two (2) Float positions to be selected by management from the classifications of FSW- Correction, Cook II, Dietetic Assistant or Baker.

3.5. Part Year Codes

APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

The County and the Union agreed to the establishment of half-year (13 pay periods) and three-quarter year (19 pay periods) positions in the Department of Parks and Recreation. Workers hired into such positions shall work full-time for either 13 or 19 pay periods. The County agrees to expand to other areas as appropriate by agreement of the County and Union.

Workers hired into such positions shall be eligible for benefits as full-time employees for the effective time period (13 pay periods or 19 pay periods) of the code. Workers who work beyond the time period of the code shall be eligible for benefits in accordance with Section 7.4b) of the Agreement between the County and the Union.

All time worked in a part year coded classification will be used for the purposes of determining a part year worker's probationary period under Section 6.1.

Workers in half-year or three-quarter year codes shall not be eligible for coverage under Article 5 - Layoff.

Workers in such positions shall be released from County employment at the expiration of the time period established for the position, but may be retained on an as needed basis by the Department of Parks & Recreation. Workers released from such positions because of the expiration of time for the position are not guaranteed recall into such positions in subsequent years. To the extent that the County determines to fill such positions in subsequent years, workers will be recalled by classification and seniority.

Seniority shall be defined as the date of hire within a part year coded classification in the Department of Parks & Recreation within the classified service of the County. For the purpose of computing total time in the worker's classification, the worker will be given credit for all time in any part year classification at the same or higher salary level, in which status had formerly been held. Date of hire shall be adjusted for all time on leave without pay, which extends beyond one full pay period, but shall not be adjusted for all time on maternity leave, worker's compensation leave and military leave.

The hiring for the positions will be done according to Merit System Rules. For the initial hiring, the Department of Parks & Recreation the 1999 seasonal workers were offered positions by seniority based on the total length of extra help service as determined by

the department and in consultation with the Union.

The County agreed to delete the extra help classification of Park Aide and to establish the classification of Parks Services Attendant.

4.6. Reports:

a) Extra help hours report:
The County will modify the bi-weekly extra help hours report to include the total number of extra help hours in each budget unit and the original date of hire of each extra help worker. Any date prior to February 23, 1998 will not be considered.

b) Quarterly reports to Board of Supervisors:
If the Board of Supervisors is provided with a quarterly report on extra help workers represented by Local 521, the report will include the total number of hours by department/agency. Local 521 will be provided with a copy of the report.

c) Creation of tests:
The Union will provide the County with a list of concerns where members report problems with the test and suggestions for revisions. The County agrees to study and respond to the Union's report.

5.7. Budget Item:

Starting FY 2001-2002, a line item for each budget will be included in the County Budget that represents the cost of budgeted extra help usage.

6. Department/Agency Meetings:

a) At the request of the Union, a joint meeting conducted with Union representatives, Department representatives and representatives of the Employees Services Agency (ESA) when a County department/agency significantly exceeds extra help targets. ESA will prepare a report that includes a review of the meeting, the reasons the extra help target was exceeded and any plans or recommendations to reduce extra help use if appropriate. The report will be provided to the County Executive and copied to Union.

b)a) Create a centralized oversight committee to meet 4 times per year to ensure that progress is made on pathways to

APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

| permanency and to monitor usage.

SEIU Local 521 Path to Permanency Side Letter Proposal

Path to Permanency for Extra-Help Employees

Effective as of [the first day of the term of the MOA]:

A. Intent

The County and the Union will jointly seek approval from the Personnel Board and Board of Supervisors for the County to revise Merit System Rules in order to efficiently and effectively fill vacant positions throughout the County in SEIU 521 represented positions. The parties agree that on or after July 1, 2024, the County will only use Extra-Help employees on an intermittent, temporary basis in order to augment staffing needs caused by, but not limited to, increased census, leaves of absence, vacant positions, sick leave and increased acuity. The County may not use Extra-Help employees to avoid hiring employees in permanent status or to circumvent the denial of departmental requests to fill vacancies; provide and facilitate eligible Extra-Help workers represented by SEIU 521 to move into full time coded positions and reduce the usage of Extra Help in lieu of permanent coded positions, pursuant to Appendix L of this agreement.

B. Remedies:

Violations of this side letter can be appealed through the grievance and arbitration procedure under Article 19 of the MOA. An arbitrator's factual findings will be binding on the parties. For violations of this side letter, an arbitrator may order the County to implement appropriate affirmative remedies, including monetary relief. An arbitrator may not order relief that is inconsistent with, or interferes with, the authority reserved by the Charter to the County Administrative Officer, the Board of Supervisors, or the Personnel Board. Under this paragraph, an arbitrator may make an advisory recommendation to the County Administrative Officer or Personnel Board on matters that are beyond the scope of an arbitrator's authority.

C. Expedited Hiring:

The parties are entering into this side letter to identify and set in motion, to the extent permissible under the County of Santa Clara Charter and Merit System Rules, expedited selection processes to address the County's current vacancy rate in permanent classified positions and reliance on Extra-Help and other categories of temporary employees. Given the significant number of vacancies, expected retirements, and reliance on overtime, registry workers and temporary employees, the parties recognize the urgency to make changes to the County's hiring processes in order to best deliver critical services to the public.

First, the Department of Human Resources is committed to using existing tools and resources to streamline County hiring processes, including:

Eliminating unnecessary administrative approvals for a position request to fill (RTF);

- Expanding the use of online on-demand exams and continuous class-based testing;
- Modifying or adopting new screening and assessment tools to evaluate applicants for entry-level and promotional exams, including but not limited to increased use for oral examinations and revising the examination questions that are a barrier to hire efficiently at this time; and
- Streamlining hiring selection and approval processes to deliver qualified candidates to departments more quickly, including ensuring that Departments hire staff from eligible lists within a time certain.

Second, the parties recognize that the Personnel Board has the legal authority to establish examination and appointment rules, and many of those rules must either be amended, updated or rescinded to provide a merit-based system that better serves applicants, County employees and departments.

To that end, the ESA Director will seek appropriate Merit System Rule amendments to allow the County to fill vacant permanent positions more rapidly, including amendments that will make it easier for Extra-Help and other temporary employees to seek permanent classified appointments and that shall give such applicants expedited and/or priority consideration.

In order to address these issues, the parties agree to convene a joint committee with no more than ten (10) members each from the Union and the County. For the life of the 2023-2026 MOA, the parties shall convene meetings every other month beginning on or about August 1, 2023, but not later than October 1, 2023. Any violation of the dates to convene the committee shall be subject to the grievance procedure. Paid release time shall be provided to the County employees who participate in the joint committee on behalf of the Union. The Union and the County shall jointly seek Board of Supervisors and/or Personnel Board approval, as applicable, of proposed amendments to the Merit System Rules that aim to expedite the hiring process and pave the pathway to permanency for Extra-Help and other temporary employees. Nothing in this side letter shall prevent either party from proposing rule changes, making recommendations, or taking other actions at the Personnel Board outside of the process set forth in this side letter to streamline County hiring processes.

MASTER TABLE UNION PROPOSAL – 6/22/23

23
@12:21pm

APPENDIX F – ENVIRONMENTAL HEALTH UNIT

This is a PACKAGE proposal with the Master Package Proposal 6/22/23

F.1 – Salaries

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

Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period the second reading by the Board of Supervisor), workers in the Environmental Health Unit shall receive a realignment of one-half eight and a half of a two and one half percent (~~0.5~~ 2.5%) and shall be listed in the appendices attached hereto and made a part hereof.

Class

Code Class Title

- V17* Environmental Health ~~Services-Specialist~~ Trainee
- V16* Environmental Health Specialist
- V18* Senior Environmental Health Specialist

*Each worker shall serve a one year probationary period which shall be counted as 25 complete pay periods upon initial entry into the series.

Workers who have attained permanent status in the series, shall, upon promotion, serve a subsequent probationary period of 6 months which shall be counted as 13 complete pay periods.

F.2 – Exclusions from the Master Contract

The following provisions of the Master Contract are not applicable to the Environmental Health Unit:

Article	5	Layoff – Sections 5.1, 5.2
Section	7.2	Basic Pay Plan
a) Step One: "Difficult-to-secure" clause		
Section	7.4	Part-Time Work
Section	7.5	Work Out of Classification
Section	8.1	Hours of Work
Section	8.8	Non-Contiguous Overtime Guarantee
Section	8.13	Voluntary Reduced Work Hours Program

b) Benefits

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

F.6 – Part-Time Salaries

The first step in each range is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or a person of unusual qualifications is engaged, the Director, with the approval of the County Executive, may approve appointment at the second or third step, and with approval of the Board of Supervisors at the fourth or fifth step.

F.5 – Basic Pay Plan - Step One

If a function of another agency is transferred to the County, the seniority of workers who transfer with the function shall be computed, based upon application of the definition of Section F.3, to each worker's prior service with the other agency.

F.4 – Transfer of Prior Agency Service

Except as otherwise provided in Section F.4 of this Agreement, seniority for purposes of layoff is defined as days of accrued service within any coded classification with the County. Days of accrued service shall be the number computed and reported on the worker's paycheck. For layoff purposes, all time on Worker's Compensation, Maternity Leave, Paternity Leave, and Military Leave shall be added to this computation.

F.3 – Seniority Defined

Section	Article	20	Classification
Section		10.2	Observance [of
Section		10.3	Holidays]
Section		10.5	Holiday Work
Section			Holidays Converted to
Article		11	Vacation Accrual
Section		12.1	Vacations
Section		12.2	Personal
Section		12.2	Business/Belief Days
Section		12.2	Sick Leave
Section		12.11	Bereavement Leave
Section		12.12	State Required
Section			Continuing Education
Section			and Licensure Fund

Workers filling part-time positions of half-time or more who elect to be covered by the County's insurance package (health/dental/life) shall authorize a payroll deduction for the appropriate prorated cost.

F.7 – Work Out of Classification- Union moves to CCL 6/13/23

a) If management determines it is necessary to have a worker temporarily work in a higher classification, the worker will receive a pay differential consistent with the promotional pay procedure in Section 7.3 of the Master, commencing on the first (1st) complete working day of the work out of class appointment.

b) A worker temporarily assigned work out of classification shall receive the pay for:

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

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

F.8 – Hours of Work - Union Moves to CCL 6/13/23

4/10/40 Work Week

Ten (10) 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.

Alternate Hours

a) The parties agree that the four-day forty-hour workweek presently enjoyed by the workers of this unit will continue for the term of this Memorandum. During the term of this Memorandum if schedule changes are proposed, the parties recognize that such proposals are proper subjects for meeting and conferring at the agency level.

b) Upon request of the employee, the Department may approve either a 5/8 or 9/80 schedule.

c) For a 9/80 schedule, overtime will be calculated on hours worked in excess of 80 qualified hours in a pay period.

d) Scheduled Days Off:

The Department will be staffed in a manner that optimizes coverage by program area and as determined on the basis of Program-specific needs.

- For staff in the Environmental Health Specialist classification working a 4/10 schedule, the day off will be either Monday or Friday, determined through the bidding process, using seniority by date in classification, with days off to be distributed as equally as possible amongst Monday and Friday.

- For staff in the Senior Environmental Health Specialist classification, the day off will be determined by the Program Manager, based on the needs of the Department and in consideration of seniority by date in classification. The day off will be Monday or Friday, with days off to be distributed as equally as possible amongst Monday and Friday.

- When a shift schedule becomes available throughout the year, staff will be considered on a case-by-case basis. Management will notify staff of their decision based on the consideration of the request for a shift schedule change. If a new work schedule is approved by management, the work schedule will become effective on a mutually agreed upon date.

- Staff may submit a request via email to his/her supervisor to change their scheduled day off. After the Department has reviewed the staff distribution and Program-specific needs, the Department will evaluate requests using seniority by date in classification and will notify staff within fourteen (14) calendar days. The new work schedule will become effective on a mutually agreed upon date. This process will also be used for shift schedules that become available throughout the year.

- Environmental Health Specialist Trainees will all have the same day off due to training requirements.

- All Environmental Health Specialists and Environmental Health Specialist Trainees will have a shift start time of no earlier than 7:00 AM and no later than 8:00 AM except with management approval with a shift end time of no later than 6:30 PM.

- Staff electing to work 9/80 schedules will be given the option of taking off a Monday or Friday, every other week, through the bidding process, using seniority by date in classification to determine the order by which staff select.

e) The County reserves the right to rescind this Agreement immediately if it or a judge/arbitrator determines that any work hour agreement violates County, State, or Federal Law, or if the County in its sole discretion determines that this program interferes with the County's ability to meet State or Federal mandates or the County's contractual obligations.

F.9 – Call Back Pay

If overtime work does not immediately follow or precede the regular work shift, a minimum of two (2) hours call back time shall be credited the worker. Workers will be credited for each call back. Call back pay is subject to all provisions of Article 8, Section 8.2, Overtime Work.

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.

F.10 – Voluntary Reduced Work Hours - Union Holds to CCL

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%), or ten percent (10%) 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) 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.

e) 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.

f) It is understood by the County that due to this Program there may be lower levels of service.

g) 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.

h) Full and timely disclosure of actual sign-ups and any analysis developed will be made available to both the County and the Union.

i) 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, unit, sideletter agreements, etc.

F.11 – Holidays

a) Observance

Workers shall enjoy the same number of holidays, regardless of variations in workweeks. Holidays which fall on Sunday are observed on the following Monday. Holidays which fall on Saturday shall be observed on the preceding Friday. Holidays which fall during a vacation

period or when a worker is absent due to illness shall not be charged against the worker's STO or sick leave balance.

b) **Holiday Work**
If a worker works on a holiday as specified in Section 10.1, they shall receive straight time pay. If a worker uses STO on a holiday as specified in Section 10.1, STO will be charged as ten (10) hours.

If a worker uses STO on a holiday as specified in Section 10.1, STO will be charged as either 9 hours or 8 hours based on the 9/80 or 5/8 schedule.

F.12 – Scheduled Time Off - TA to County Proposal May 3, 2023

The parties have agreed to a scheduled time off program which covers all former paid leave.

a) STO Bank Accrual

Each worker shall be entitled to annual Scheduled Time Off. Scheduled time off is earned on an hourly basis. For purposes of this section, a day is defined as eight (8) work hours. The accrual schedule shall be as follows:

b) Pre-Scheduled Usage

Scheduled Time Off may be used for any lawful purpose by the worker; the time requested shall require the approval of management with due consideration of worker convenience and administrative requirements.

c) Scheduled Time Off Bank Carry Over

In the event the worker does not take all the scheduled time off to which entitled in the succeeding twenty-six (26) pay periods, the worker shall be allowed to carry over the unused portion, provided that the worker may not accumulate more than three (3) years' earnings except:

1. When absent on full salary due to work-related compensation injury which prevents the worker reducing credits to the maximum allowable amount, or

2. In the case of inability to take paid time off because of extreme emergency, such as fire, flood or other similar disaster, an additional accumulation may be approved by the County Executive.

d) Scheduled Time Off Bank Pay-Off

Upon termination of employment a worker shall be paid the monetary value of the earned Scheduled Time Off balance as of the actual date of termination of employment.

F.13 – Sick Leave Bank Accrual – TA to County Proposal May 3 and May 11, 2023

a) Sick Leave Bank Accrual

Each worker shall be entitled to an annual sick leave bank accrual. Sick leave is accrued on an hourly basis and computed at the rate of sixty-four (64) hours per year and may be

accrued without limitation. The accrual factor per hour is .030769 and the accrual factor per full pay period is 2.462.

b) First Day Usage

~~Prior Contract History: Four days (32 hours) of sick leave were converted into the STO accrual leaving Environment Health employees to accrue 8 days (64 hours) of sick leave instead of 12 days (96 hours) These additional four days of STO were integrated into the STO yearly accrual rate (Section F.13(a)).~~

~~Effective Pay Period 12/1, December 26, 2012, to allow more flexibility in the use of an employee's accrued leave banks while maintaining the eligibility for cash out, the following terms shall apply:~~

~~During each payroll calendar year employees may use up to a maximum of 32 hours of STO for absences due to personal illness or any other absences which are chargeable to sick leave in accordance with the following term:~~

~~For the purpose of first day usage, a day is defined as 8 hours.~~

~~For employees who work less than full time, the first day STO and the requirement of 32 hours of STO usage would be prorated.~~

~~The first 8 hours of such absences will be charged to STO.~~

~~If STO bank is exhausted, the first 8 hours shall be charged Leave Without Pay.~~

~~Such absences beyond the first 8 hours shall be charges to sick leave unless the employee requests to use STO up to a maximum of 32 hours.~~

~~Employees working longer shifts have the option of using STO or sick leave for the remainder of the shift.~~

~~After using such 32 hours of STO for such absences within each pay roll calendar year, subsequent absences shall be charged to sick leave include the first day.~~

~~For the purposes of this Section, absences chargeable to sick leave include but are not limited to family care usage and bereavement leave.~~

~~For employees who are hired into the bargaining unit after the beginning of the payroll calendar year, the requirement to use 32 hours of STO shall not be prorated.~~

~~Notwithstanding the above, an employee who experiences a continuation of verified personal illness or that of a member of the immediate family within 14 calendar days of her/his original return to work, may charge the renewed absences directly to accumulated sick leave balance, but subject to F.14c).~~

~~Exceptions may be granted for absences due to life threatening illness requiring ongoing treatment beyond four incidents of absence in a calendar year upon review and approval of immediate superior.~~

c) Family Care Usage - TA to County Proposal May 11, 2023

A worker will be entitled to use one half (½) of their annual accrued leave in order to care for a sick or injured member of the worker's immediate family requiring care, however, the initial period of time granted, up to one full shift, must be charged to the STO bank unless the employee has used thirty-two (32) hours of STO for absences outlined in F.13b in which

case the leave is charged to the sick. The second, third, and fourth day shall be charged to sick leave if necessary. "Immediate family" shall mean the mother, father, stepparent, grandmother, grandfather, son, son-in-law, daughter, daughter-in-law, brother or sister of registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the worker or any person living in the immediate household of the worker.

(d) Doctors and Licensed Medical Practitioner/Healthcare Providers' Notes TA to MP 5/3/23

Requests for sick leave with pay in excess of three (3) working days must be supported by a statement from an ~~accredited physician licensed medical practitioner~~. Management may require such a supporting statement ~~by a Healthcare Provider~~ for absences less than three (3) days if there is reasonable suspicion of abuse.

(e) Bereavement Leave – UNION HOLDS TO CCL

Leaves of absence with pay shall be granted workers in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, stepparent, grandmother, grandfather, son or daughter, grandchild, brother-in-law, sister-in-law of the worker or of the spouse or domestic partner (as defined by Article 13) of the worker and the spouse, *registered domestic partner (as defined by Article 13) son-in-law, daughter-in-law, brother or sister of the worker or any person living in the immediate household of the worker. Up to five (5) days with pay shall be granted. The first two (2) days shall not be charged to any employee bank. If necessary, the third day shall be charged to the STO bank unless the employee has used thirty-two (32) hours of STO for absences outlined in F.13b in which case the leave is charged to sick leave, not STO. The fourth and fifth days shall be charged to the sick leave bank unless the employee requests to use STO. Up to an additional three days, two of which are chargeable to sick leave and the third day not charged to any accumulated balance, is authorized if out-of-state travel is required.

(f) Medical and Dental Appointments – Withdraw and move to CCL

A worker shall be allowed on an annual basis to charge up to twenty-four (24) hours directly to the sick leave bank for the purpose of medical and dental appointments.

(g) Sick Leave Bank Pay Off

Upon death, retirement or resignation in good standing, an employee shall be paid for any balance in the sick leave bank at the following rate.

SEE TABLE 335

(h) Reinstatement Pay Back

Workers receiving a sick leave bank payoff in accordance with Section (g) may, if reinstated within one (1) year, repay the full amount of sick leave bank payoff received and have the former sick leave bank balance restored. Repayment in full must be made prior to reinstatement.

i) **STO Cash Out - TA to County Proposal May 3, 2023**

Effective pay period 21/01, employees who use no more than 16 hours of sick leave for a period of one-year beginning pay period December 28, 2020, through pay period 21/26 December 26, 2021, and each December to December period thereafter during the term of this agreement, shall be allowed to cash out forty (40) hours of STO. Those employees who use no sick leave during that period have an option to cash out an additional 40 hours of STO (for a total of 80 hours). Eligible employees shall submit their request to ESA Human Resources during the month of January and payment shall be made during the month of February.

Sick leave charged for any purpose (i.e., bereavement leave) is used to determine STO cash out eligibility.

F.14 – Educational Leave and Tuition Reimbursement – TA to MP 5/3/23

a) **Fund**

The County shall maintain an educational leave and tuition reimbursement program for the term of this Agreement. The total monies of this program will be administered at the County level.

The EHU Tuition Reimbursement will be separate and apart from the bargaining wide authorization and cap limit in the Master contract.

b) **Reimbursement**

Total reimbursement for each worker participating in the program will not exceed two thousand dollars (\$2,000) in any fiscal year. The County will fund up to sixty thousand dollars (\$60,000). Mileage and subsistence will not be authorized unless the training is required of the worker. Reimbursement will be available to the worker upon submission of required documentation to support proof of payment. Workers are required to provide required proof of completion within 60 days of the completion of the associated coursework.

c) **Deduction Authorization**

The worker shall sign a note which states that, upon receipt of reimbursement, ~~he/she~~ they authorizes:

1. Deduction from ~~his/her~~ their wages in the event ~~he/she~~ they does not receive a passing grade of C or better.
2. Deduction of fifty percent (50%) of the amount of reimbursement if ~~he/she~~ they leaves County employment within one (1) year after satisfactory completion of the course (except if laid off).
3. Deduction of the full amount of reimbursement if ~~he/she~~ they leaves County employment before completion of the course (except if laid off).

d) **Make-up Time**

Workers taking a course only available during working hours must make up fifty percent (50%) of the time away from job. Make-up time may be deducted from the worker's accrued STO or compensatory leave balance. Make-up time will not be allowed when it results in the payment of overtime. The worker's supervisor/manager will make every effort to allow the worker time off, except where the payment of overtime will result. A worker and their supervisor/manager may mutually rearrange the duty shift beyond ten (10) hours but within the forty (40) hour workweek for purposes of participating in education and/or training deemed by the supervisor/manager to be to the benefit of the worker and the County and such arrangement will be considered a waiver of Section 8.2.

F.15 – Professional Development Allowance

a) The County will fund, on a matching basis, up to fifteen thousand dollars (\$15,000) annually for the term of this Agreement for individual professional development. This amount is over and above the tuition reimbursement program.

b) For purposes of this provision "programs" shall be defined as conferences, workshops or seminars which are technical or professional in nature and are of direct and immediate benefit to the worker's performance of his/her job.

c) Matching for expenses to be on a fifty-fifty (50/50) basis for individual programs. Total reimbursement for each employee participating in the program will not exceed eight hundred fifty dollars (\$850.00) per fiscal year.

d) Release time may be provided for such programs if approved by the department.

e) Programs selected by individuals are to have dollar and time limits per worker which must be approved in advance by the division and agency head.

f) The Individual Development Plan may be utilized by staff to identify those areas of special interest that can be used toward professional development opportunities and future career advancement.

g) The general criteria for approval of individual programs will be established by the department. Staff will be given an opportunity to provide input to management. The department will be responsible for administering the program, including the selection of programs and approval of programs selected by individuals.

F.16 – State Mandated Registration Maintenance – TA to MP 5/11/23

The County agrees to reimburse the actual amount ~~up to three hundred fifty dollars (\$350)~~ of the State Mandated Registration renewal, which does not include late fees. The County will not reimburse late fees or any other fee relating to State Mandated Registration Maintenance.

In addition to any County-sponsored in-service training for Continuing Education Contact Hours (CECH), the County agrees to provide time without loss of compensation and benefits for workers to participate in educational courses, seminars, in-service training and workshops identified and required to maintain certification for up to twenty four (24) hours of

Continuing Education Contact Hours (CECH) every two years. Prior approval from the employee's supervisor for scheduling of each off-site CECH course is required.

Participation in the Certification Maintenance Program shall not alter the right to benefits included in the relevant Educational Leave and Tuition Reimbursement Sections of this Agreement. The amount will be disbursed upon presentation of cost and proof of receipt showing the State Mandated Registration renewal.

F.17 Performance Appraisal Program - Union holds to 4/13/23 proposal - WITHDRAWN BY UNION 5/23/23

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. Participation in the program will be considered optional for each worker. The worker shall notify their immediate manager or supervisor no later than December 1st of each calendar year to participate in the program. All performance appraisals shall be completed no later than December 31st for the following year's program cycle. Employees may also choose to complete a departmental Independent Development Plan (IDP) in lieu of participating in the Performance Appraisal Program.

With the exception of 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 within the first month of a worker's initial probationary period.

It is agreed that the 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.

Negotiations between Service Employee International Union, Local 521 and
County of Santa Clara
Proposal #6
Public Health Nurse Unit Table

DATE: 6/23/23
TIME: 12:23pm

C.1	REALIGNMENTS	SEE ATTACHED
C.2	PUBLIC HEALTH VOLUNTARY REDUCED WORK HOURS	NO CHANGE – CCL
C.3	ACCUMULATED TIME EARNED	TA to CCL
C.6	WORK OUT OF CLASSIFICATION ASSIGNMENT	TA to MP 6/9/23
C.8	EDUCATION/LICENSURE MAINTENANCE PROVISIONS	SEE ATTACHED
C.11	SPECIAL ASSIGNMENTS	TA to MP - CCL
C.14	LEAD ASSIGNMENTS	NO CHANGE – CCL
C.17	STATE OR NATIONAL CERTIFICATION PAY	SEE ATTACHED
C.19	*NEW* PRECEPTOR PAY	SEE ATTACHED

This is a PACKAGE proposal with the Master Package. Rejection of the Package proposal in part or whole by the County shall revert the Union's previous proposal.

ALL OTHER ARTICLES NOT SPECIFICALLY MENTIONED ABOVE WILL BE NEGOTIATED AT A LATER DATE OR WILL REMAIN AS UNION'S POSITION IN IT'S INITIAL PROPOSAL, NO CHANGE OR HAVE BEEN T.A.D. UNION RESERVES THE RIGHT TO MODIFY AND/OR AMEND IT'S PROPOSALS.

PHN Union Counter Proposal – June 23, 2023 PACKAGE

Proposal with the Master

C.1 – Job Classifications

The following job classifications will be represented by the Public Health Nurse Unit:

Job Code	Job Title
S50	Public Health Nurse I
S48	Public Health Nurse II
S47	Public Health Nurse III
S45	Public Health Nurse Specialist

The salary shall be identified by job code and listed in Appendix A.

Salary realignment proposals for the Public Health Nurse Unit may be submitted during Public Health Nurse Unit negotiations.

Realignments:

Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), the following classifications shall receive realignments, separate and apart from the General Wage Increase and Classification Study Report for the Public Health Nurse Classifications series dated January 20, 2023, as listed below:

JOB CODE	CLASSIFICATION	REALIGNMENT
S50	Public Health Nurse I	510.00%
S48	Public Health Nurse II	105.00%
S47	Public Health Nurse III	510.00%
S45	Public Health Nurse Specialist	510.00%

~~Effective June 15, 2021 (pay period 21/23), the following classifications shall receive realignments as listed below:~~

JOB CODE	CLASSIFICATION	REALIGNMENT
S50	Public Health Nurse I	1.00%
S48	Public Health Nurse II	1.00%
S47	Public Health Nurse III	1.00%
S45	Public Health Nurse Specialist	1.00%



PHN Union Proposal –6/23/23 – SEIU 521 Package Proposal

C.8– Educational/Licensure Maintenance Provisions

a. Continuing Education Leave

~~2.1. The County agrees to provide time without loss of compensation and benefits for workers within the Public Health Nursing Unit to participate in Board of Registered Nurses approved continuing educational courses, seminars, in-service training, workshops, and courses taken for certifications and credentials, provided it is needed in order to maintain licensure and is clearly identified as needed for maintenance of licensure. Time off will be made available, provided that the required work is covered.~~

2. For the purpose of providing time without loss of compensation and benefits, workers in the PHN Unit will only be provided with enough paid time up to thirty (30) hours per calendar year for educational leave, required to fulfill the continuing education units needed for maintenance of licensure by the State of California every two years. Educational leave for PHNs in half-time codes and split codes will be prorated.

If the worker is requesting more educational leave then than needed to meet the State of California requirement for maintenance of licensure, vacation, personal time, compensatory time or leave without pay must be used.

~~3. Educational leave granted shall not be counted toward the base period in calculation of overtime.~~

~~4. Every effort shall be made to arrange scheduling for the individual nurse's use of educational leave time.~~

~~5. If the educational leave falls on the PHN's day off, the PHN shall select one of the following:~~

- ~~* The day will be charged to educational leave and the nurse will have a day added to the nurse's Paid Time Off Balance, or~~
- ~~* The day will be charged to educational leave and the PHN will be given another day off during the pay period, or~~
- ~~* The day will not be charged to educational leave.~~

~~4.~~

- 5-4. Participation in the Public Health Nursing Unit Education/Licensure Maintenance Provisions shall not alter the nurses' right to benefits included in the Educational Leave and Tuition Reimbursement under Section 12.9 of the Master Agreement.
- b. Maintenance of Licensure Fund
2. The County will fund, on a matching basis, twenty-five thousand dollars (\$25,000) over the contract period for continuing education. This amount is over and above the tuition reimbursement fund in the master agreement.
 3. Funding shall include, but not be limited to, reimbursement for related expenses such as travel, lodging, and meals, in accordance with County policy.
 4. Funding for tuition and books will be on a one hundred percent (100%) basis. Funding for related expenses in C.8 (b) (2) will be on a matching basis: fifty percent (50%) by the County and fifty percent (50%) by the worker, up to a total draw per worker of six hundred seventy-five dollars (\$675) per two-year licensure period.
 5. The Department will be responsible for administering the funds. A financial statement reflecting the status of the fund will be forwarded to the Union semi-annually each fiscal year thereafter.
 6. Reimbursement forms will be available in all offices. Reimbursement monies will be included in the workers' regular pay check.
- Note: Workers interested in accessing the fund must fill out the "PHN Educational/Licensure Maintenance Provisions Request for Reimbursement".
- c. Requests for Continuing Education Leave and/or Reimbursement
1. Requests for continuing education leave and/or reimbursement will include a copy of the announcement with information about the course. If an announcement is not available for the course, details in the written application for PHN Educational/Licensure Maintenance Provisions shall include but not limited to the course(s), institute, hours, and the number of CEUs credited to maintenance of licensure.
 2. Requests for continuing education leave and/or

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reimbursement must be received by the worker's immediate supervisor no less than twenty (20) working days prior to the requested date of continuing education leave and/or commencement of course requested for reimbursement. At least ten (10) working days prior to the commencement of the continuing education leave date and/or commencement of course requested for reimbursement, the worker's immediate supervisor shall respond in writing to the nurse. When notification of a need for continuing education leave and/or reimbursement for a course is received less than twenty (20) working days prior to the date requested for continuing education leave and/or commencement of course requested for reimbursement, the worker's direct supervisor may consider approval based on operational needs.

3. In all instances set forth above, the continuing education leave and/or reimbursement requests shall be subject to approval by the worker's direct supervisor. Such requests shall not unduly interfere with staffing requirements of the Department or duplicate comparable training offered by the Department. The Department agrees that it shall not unreasonably withhold approval. If denied, the reason for denial will be stated by the Department.
4. Written proof of attendance may be requested by the Department.

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PHN Union Proposal – 6/23/23 – SEIU 521 Package Proposal

C.17 – State or National Certification Pay

Annual compensation of ~~two hundred fifty~~ three hundred dollars (\$~~250~~ 300.00) may be issued to a coded worker in the Public Health Nursing Unit who is certified or recertified in a specialty that is applicable to her/his current area of practice in the Public Health Department. Each coded worker in the Public Health Nursing Unit may apply for State or National Certification Pay provided:

- a. The certification is clinically relevant to the worker's current area of practice in the Public Health Department and will enhance the worker's knowledge base and skill in providing expert care to Public Health Department clients.
- b. The certification is issued by a state or nationally recognized accrediting agency and applicable to current area of practice in the Public Health Department.
- c. Certification that is required by the California Board of Registered Nursing (BRN) to meet certification or recertification requirements as a Public Health Nurse shall not qualify for State or National Certification Pay

Verification of successful completion of such certification or recertification must be submitted during the month of April to receive State or National Certification Pay.

- a) Preceptorship Program. The Preceptorship Program includes a complete process of assessment and evaluation of competencies for a qualified Preceptor in the Department of Public Health (Department). The structure, objectives, and content of the formalized training program and the amount of formalized training shall be determined by the Department after meeting with the Professional Performance Committee (PPC) for input and feedback, prior to implementation.
- b) Eligibility. To be eligible for the Preceptorship Program, the worker must:
 - 1) Be employed as a Public Health Nurse (PHN) II/III or PHN Specialist and have at least two (2) years of relevant PHN experience.
 - 2) Have successfully completed a Department authorized preceptor training and orientation program and meet preceptor competencies. Any precept by PHN prior to development and implementation of the training, shall not prohibit PHN from receiving the Preceptor Pay, as outlined in this article, if authorized and/or directed by the Director of Public Health Nursing or Director's designee.
 - 3) Agree to the role, duties, and responsibilities outlined in the role descriptions for a Preceptor that is approved and assigned by the Department.
- c) Assignment. Service as a Preceptor is voluntary. The Director of Public Health Nursing, or Director's designee will assign Preceptor opportunities as equitably as practical to eligible workers who volunteer for a Preceptor assignment. To participate in the Preceptorship Program, workers must express their interest in volunteering by emailing their direct manager or designee pursuant to this Section. Confirmation of assignment to serve as a preceptor, will be done via email by the preceptor's manager. Preceptor assignments are based on need and requests from outside agencies, and therefore cannot be guaranteed based on a worker's eligibility and interest.
- d) Pay Differential. Eligible workers assigned as Preceptors shall be paid an additional one dollar and seventy-five cents (\$1.75) per hour for the hours they are assigned to, and actually do, precept. Workers are responsible for accurately capturing Preceptor hours on their timecard. This differential shall not apply for the purposes of computing a worker's overtime rate or other pay premiums.
- e) "Precepting" Defined.
 - 1) Precepting means training/teaching nursing students who require one-on-one preceptorship with a PHN to fulfill clinical hours that are part of a Board-approved educational curriculum. For the purposes of this paragraph, "Board" means the California Board of Registered Nursing.

2) Precepting does not include time spent orienting new employees/staff (e.g., acting as a Guide Nurse); teaching new equipment or new skills; nor working with nursing students who are performing their routine clinical rotations or shadowing short term during their routine clinical rotations.

Negotiations between Service Employee International Union, Local 521 and County of Santa Clara
Union Proposal
Blue Collar Unit Table package with the Master
previous position of 6/12/23

DATE: 6/23/23
TIME: 12:26pm

- | | | |
|-----|---|--------------|
| D.1 | SALARIES | SEE ATTACHED |
| D.3 | TRAINING AND DEVELOPMENT | SEE ATTACHED |
| | a) 2) | |
| | g) Heavy Road Equipment Training | |
| | o) Fleet Service Mechanic, Class A License training | |
| D.6 | DIFFERENTIAL | SEE ATTACHED |
| | b) Automotive Services Excellence (ASE) Certification | |
| | e) Crew Lead Differential | |
| | f) Custody Support Assistant Lead Differential | |
| | g) Electronic Repair Technician Lead | |
| | h) Fleet Services Mechanic Class A Differential | |
| | i) Fleet Parts Coordinator & Emergency Installer Lead | |
| | j) Food Service Worker-Correction Extended Lead | |
| | l) Janitorial Project Team Crew | |
| | m) Janitors-Retort | |
| | n) Animal Services Assistant Lead | |
| | x) Road Maintenance Worker III/Road Maintenance Worker IV Welding | |
| | aa) Materials Supply Specialist Bulk Storage | |
| | ee) <u>Union withdraw with acceptance of side letter</u> | |
| | hh) Cook/Correctional Cook Lead | |
| | jj) Electrical/Electronic Technician series Crane License | |

Side letter

ALL OTHER ARTICLES NOT SPECIFICALLY MENTIONED ABOVE WILL BE NEGOTIATED AT A LATER DATE OR WILL REMAIN AS UNION'S POSITION IN IT'S INITIAL PROPOSAL, NO CHANGE OR HAVE BEEN T.A.'D. UNION RESERVES THE RIGHT TO MODIFY AND/OR AMEND IT'S PROPOSALS.

Blue Collar Unit Union Package with Master 6/22/23

D.1 – Salaries UP package 6/22/23

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

Job Code	Job Title
T90	AIRPORT OPERATIONS WORKER
V57	ANIMAL CONTROL OFFICER
V58	ANIMAL SERVICES ASISTANT
N95	ASSISTANT CHIEF ENGINEER
K06	ASSOCIATE BIOMEDICAL ENGINEERING TECHNICIAN
L36	ASSOCIATE COMMUNICATION SYSTEMS TECHNICIAN
K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN
M33	AUTO BODY REPAIR SHOP FOREPERSON
M24	AUTOMOTIVE ATTENDANT
M19	AUTOMOTIVE MECHANIC
H63	BAKER
F91	BINDERY WORKER I
F90	BINDERY WORKER II
K03	BIOMEDICAL ENGINEERING TECHNICIAN
M45	BUILDING SYSTEMS MONITOR
K26	COMMUNICATIONS CABLE INSTALLER
L37	COMMUNICATION SYSTEMS TECHNICIAN
H60	COOK I
H59	COOK II
H61	CORRECTIONAL COOK
G74	CUSTODY SUPPORT ASSISTANT
E49	DAY CARE CENTER AIDE
H64	DIETETIC ASSISTANT
G7E	ELECTION SYSTEMS TECHNICIAN I
G7D	ELECTION SYSTEMS TECHNICIAN II
G88	ELECTRICAL STOREKEEPER
K93	ELECTRICAL/ELECTRONIC ASSISTANT
K92	ELECTRICAL/ELECTRONIC TECHNICIAN
K94	ELECTRONIC REPAIR TECHNICIAN
M28	EMERGENCY VEHICLE EQUIPMENT INSTALLER
M20	FACILITIES MAINTENANCE REPRESENTATIVE
M22	FACILITIES MATERIALS COORDINATOR
M11	FLEET MAINTENANCE SCHEDULER
M26	FLEET PARTS COORDINATOR
M18	FLEET SERVICES ASSISTANT MECHANIC

THE UNION RESERVES THE RIGHT TO ADD, DELETE, OR MODIFY THESE PROPOSALS IN ANY WAY.

APPENDIX D - Blue Collar Unit Union Package with Master 6/22/23

Job Code	Job Title
M14	FLEET SERVICES MODIFICATION MECH
M17	FLEET SERVICES MECHANIC
H68	FOOD SERVICE WORKER-CORRECTION
H67	FOOD SERVICE WORKER I
H66	FOOD SERVICE WORKER II
H28	GARDENER
M48	GENERAL MAINTENANCE MECHANIC I
M47	GENERAL MAINTENANCE MECHANIC II
M56	GENERAL MAINTENANCE MECHANIC III
N96	HOSPITAL STATIONARY ENGINEER
N94	INSTITUTIONAL MAINTENANCE ENGINEER
H18	JANITOR
H86	LAUNDRY WORKER I
H84	LAUNDRY WORKER II
G8H	MATERIALS SUPPLY SPECIALIST
K19	MEDICAL EQUIPMENT REPAIRER
E28	MESSENGER DRIVER
F81	OFFSET PRESS OPERATOR I
F80	OFFSET PRESS OPERATOR II
F85	OFFSET PRESS OPERATOR III
G66	OPERATING ROOM STOREKEEPER
T13	PARK HEAVY EQUIPMENT OPERATOR
T95	PARK MAINTENANCE CRAFTS WORKER
T93	PARK MAINTENANCE CREW CHIEF
T17	PARK MAINTENANCE WORKER I
T16	PARK MAINTENANCE WORKER II
T32	PARK SERVICES ATTENDANT
T1C	PARK TRAILS SPECIALIST
M38	PARKING LOT CHECKER
M35	PARKING PATROL COORDINATOR
F26	PRINT-ON-DEMAND OPERATOR
F82	PRODUCTION GRAPHICS TECHNICIAN
M3A	RECORDS RETENTION DRIVER
N43	RESIDENT ROAD MAINTENANCE WORKER III
N41	RESIDENT ROAD MAINTENANCE WORKER IV
N69	ROAD DISPATCHER
N67	ROAD MAINTENANCE WORKER I
N66	ROAD MAINTENANCE WORKER II

THE UNION RESERVES THE RIGHT TO ADD, DELETE, OR MODIFY THESE PROPOSALS IN ANY WAY.

Blue Collar Unit Union Package with Master 6/22/23

Job Code	Job Title
N65	ROAD MAINTENANCE WORKER III
N64	ROAD MAINTENANCE WORKER IV
N61	ROAD MAINTENANCE SUPERVISOR
T07	SEASONAL PARK WORKER
K01	SENIOR BIOMEDICAL ENGINEERING TECHNICIAN
K20	SENIOR COMMUNICATION SYSTEMS TECHNICIAN
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN
T27	SENIOR PARK MAINTENANCE WORKER
K18	SENIOR TELECOMMUNICATIONS TECHNICIAN
G76	SENIOR WAREHOUSE MATERIALS HANDLER
N63	SIGN SHOP TECHNICIAN
N93	STATIONARY ENGINEER- Fleet & Facilities
G82	STOCK CLERK
G81	STOREKEEPER
L35	TELECOMMUNICATIONS TECHNICIAN
N80	TRAFFIC PAINTER I
N79	TRAFFIC PAINTER II
N78	TRAFFIC PAINTER III
H17	UTILITY WORKER
X78	VECTOR CONTROL TECHNICIAN I
X77	VECTOR CONTROL TECHNICIAN II
X76	VECTOR CONTROL TECHNICIAN III
X79	VECTOR CONTROL TRAINEE
G77	WAREHOUSE MATERIALS HANDLER

THE UNION RESERVES THE RIGHT TO ADD, DELETE, OR MODIFY THESE PROPOSALS IN ANY WAY.

THE UNION RESERVES THE RIGHT TO ADD, DELETE, OR MODIFY THESE PROPOSALS IN ANY WAY.

JOB CODE	CLASSIFICATION	REALIGNMENT
G74	CUSTODY SUPPORT ASSISTANT	1.5%-TA package
K93	ELECTRICAL/ELECTRONIC ASSISTANT	7%-TA package
K92	ELECTRICAL/ELECTRONIC TECHNICIAN	7%-TA package
K91	SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN	7%-TA package
K94	ELECTRONIC REPAIR TECHNICIAN	3%
M48	GENERAL MAINTENANCE MECHANIC I	0%
M47	GENERAL MAINTENANCE MECHANIC II	3%
M56	GENERAL MAINTENANCE MECHANIC III	3%
H18	JANITOR	3%
M20	FACILITIES MAINTENANCE REPRESENTATIVE	5%
M26	FLEET PARTS COORDINATOR	5%
K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN	0%
L35	TELECOMMUNICATIONS TECH.	5%-TA package
K18	SENIOR TELECOM. TECH.	0%
H64	DIETETIC ASSISTANT	2% TA package
H68	FOOD SERVICE WORKER-CORRECTION	5% TA
H67	FOOD SERVICE WORKER I	5% TA
H66	FOOD SERVICE WORKER II	5% TA
T32	PARK SERVICES ATTENDANT	0%
N43	RESIDENT ROAD MAINTENANCE WORKER III	0%
N41	RESIDENT ROAD MAINTENANCE WORKER IV	0%
N67	ROAD MAINTENANCE WORKER I	0%
N66	ROAD MAINTENANCE WORKER II	2%
N65	ROAD MAINTENANCE WORKER III	2%
N64	ROAD MAINTENANCE WORKER IV	2%
N61	ROAD MAINTENANCE SUPERVISOR	0%
X78	VECTOR CONTROL TECHNICIAN I	0%
X77	VECTOR CONTROL TECHNICIAN II	0%
X76	VECTOR CONTROL TECHNICIAN III	0%
X79	VECTOR CONTROL TRAINEE	0%
N80	TRAFFIC PAINTER I	2%
N79	TRAFFIC PAINTER II	2%
N78	TRAFFIC PAINTER III	0%
H17	UTILITY WORKER	3%
H59	COOK	0%
H61	CORRECTIONAL COOK	5%

Blue Collar Unit Union Package with Master 6/2/23

Realignments:

25

Blue Collar Unit Union Package with Master ²³ ~~6/22/23~~
D.2 – Environmental Services – SCVHHS Vacancies CCL TA 5/3/23

D.3 – Training and Development

In order to provide training for promotional opportunities for County workers, training programs shall be continued in the following areas:

a) **Career Development Advancement** (²³UP package ~~6/22/23~~)

The following classifications may shall be alternately staffed as indicated:

Gardener / Janitor

Janitor / Utility Worker

Park Maintenance Worker I / Janitor Road

Maintenance Worker I / Janitor Road

Maintenance Worker I / Gardener

Road Maintenance Worker I / Utility Worker General

Maintenance Mechanic I / Utility Worker

Stationary Engineer / General Maintenance Mechanic II Park

Maintenance Worker I / Gardener

Cook I / Food Service Worker II / Food Service Worker I, Food Service Worker Correction

~~Sr. Biomedical Engineering Technician / Associate Biomedical~~

~~Engineering Technician~~

Electrical/Electronic Technician / Electronic Repair Technician

Park Heavy Equipment Operator / Park Maintenance Worker II

~~Materials Supply Specialist/ Associate Biomedical Engineering~~

~~Technician~~

~~Janitor/ Health Services Assistant II~~

1) Instead of appointing directly to the ~~hire~~ higher classification, the hiring authority may accept the transfer of a current coded Janitor, Utility Worker, Stationary Engineer, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Correctional Food Service Worker, ~~Medical Equipment Repairer Associate~~, ~~Biomedical-Engineering Technician~~, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker as indicated.

If not enough qualified Janitor, Utility Worker, General Maintenance Mechanic III, General Maintenance Mechanic II, Gardener, Food Service Worker II, Food Service Worker I or Food Service Worker Correction, ~~Medical-Equipment-Repairer-Associate~~, ~~Biomedical-Engineering-Technician~~, Electronic Repair Technician, Park Maintenance Worker II, or Utility Worker apply for transfer, the department may request that eligible candidates be certified from the appropriate lower level eligible candidates list.

~~If any~~ of the classifications in Section D.3.a) get modified or eliminated, either party can request to meet and confer on including any applicable new classifications listed above in Section D.3.a).

2) Selection of workers in classifications listed in section (a), will be based on their anticipated ability to perform at the higher-level, given adequate training and experience. If management determines that two candidates have equal potential ability to perform at the higher level, given adequate training and experience, the County shall select the most senior person. In-lieu of an existing departmental agreement, Seniority will be based on days of accrued service as computed and reported on the employee's pay check within a coded classification with the County.

3) The selected worker will serve as a trainee and will be expected to learn the specialized function, be capable of performing at the higher level, and meet employment standards of the higher-level classification within one (1) year.

4) To be promoted to the higher-level classification, the worker must meet the employment standards for the higher-level class, receive a favorable promotional rating form, and complete six (6) months in the lower class. If the worker meets this criteria, ~~he/she~~ they shall be promoted to the higher-level classification at the beginning of the next pay period. If the worker does not receive a favorable promotional rating form within six (6) months, ~~he/she~~ they shall then be eligible to receive a second promotional rating form after another three (3) months.

5) If the wage difference exceeds the upward salary change of 15% between the lower-level classification and the next level alternately staffed classification wage band (transfer band), the incumbent must pass a qualifying exam which will consist of a written test and a favorable promotional rating prior to promotion. Should the worker not pass the qualifying exam, ~~he/she~~ they shall be allowed to review the examination or portions allowed to be reviewed pursuant to Merit System Rules. For portions of the test not reviewable, the worker may discuss ~~his/her~~ their weak points with the testing analyst. If the exam is taken through the regular recruitment process, it will be treated as the qualifying exam under this section. If the incumbent does not pass the qualifying exam, ~~he/she~~ they shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, in accordance with the timelines specified in the Merit System Rules.

6) If a worker does not receive a favorable promotional rating within one (1) year ~~he/she~~ they shall be transferred to a vacant position in ~~his/her~~ their former classification for which ~~they~~ are eligible in ~~his/her~~ their current department. If there are no vacancies the worker shall transfer to ~~his/her~~ their former classification in a vacant position in ~~his/her~~ their former department for which ~~he/she~~ they are eligible.

Blue Collar Unit Union Package with Master 6/22/23

- b) **Blue Collar Career Development and Education TA 6/2/23**
- c) **Automotive Attendant and Fleet Services Assistant Mechanic Training TA 5/26/23**
- d) **County Communications Technical Division Training TA 5/3/23**
- e) **Park Services Attendant Training Program Union agree to CP 5/25/23 TTA**
- f) **Offset Press Operator Training TA 6/2/23**
- g) **Heavy Road Equipment Training UP package 6/22/23**

The Roads and Airports Department will offer each of the following training segments, except for Boom/Aerial Truck and Sweeper Training, not less than once every two (2) calendar years if a minimum of eight (8) workers sign up for such segment. Trainings will be provided on county time ~~in the evenings or over the weekends~~. The County will pay for the instructor(s) and necessary equipment and supplies. ~~Workers will attend sessions on their own time~~. When conducting in-house training, Roads and Airports Department will have up to two (2) sites if there is an expressed interest and enough participation from workers.

1. **Equipment for Road Worker IIIs**

The trainings covered by this segment are on the following equipment: light loader, 10-wheeler, tilt trailer and large roller. These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker III specifications.

- a. The department ~~will~~ shall offer twenty-four (24) hours of training as indicated below.
 - 1) Eight (8) hours classroom instruction.
 - 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.

2. **Equipment for Road Worker IVs**

The trainings covered by this segment include loader, backhoe, skip loader, gradall, and tractor with trailer (i.e. lowboy). These pieces of equipment may be rotated with other equipment operated under typical tasks in the Road Maintenance Worker IV specifications.

- a. The department ~~will~~ shall offer twenty-four (24) hours of training as indicated below.

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- 1) Eight (8) hours classroom instruction.
- 2) Sixteen (16) hours field instruction. Additional field instruction may be granted if requested to management.

2. Ten Wheelers
 Instruction **will** shall continue to be provided on County time subject to staffing and equipment availability.
 Training shall be offered on a rotational basis by seniority preference as defined in the Departmental Agreement.

3. Sweeper Training
 Sweeper equipment training **will** shall be provided on an as-needed basis, typically when there is a new sweeper operator assignment and/or when sweepers are purchased/rented/leased. The training/equipment orientation will be provided to new sweeper operators at the equipment's base yard. Instruction will continue to be provided on County time, subject to staffing and equipment availability. Training shall be offered on a rotational basis by seniority preference as defined in the Departmental Agreement.

4. Boom/Aerial Truck Training
 Boom/Aerial truck training **will** shall be provided by the County, on County time, as management deems necessary.

5. Mobile Crane Training
 Mobile crane training shall be provided by the County, on County time, as management deems necessary.

h) **Animal Control Officer Training- TTA 5/17/23**

i) **Production Graphics Technician Training-Provide the training program- TTA 5/3/23**

j) **Vector Control Training Committee- Union accept CP 5/3/23 TA**

k) **Telecommunications Training (Union Accept CP 5/17/23 TTA)**

l) **Biomedical & Medical Equipment Repair Training (Union Accept CP 5/17/23 TTA)**

m) **Electronic Repair Technician TTA**

Blue Collar Unit Union Package with Master 6/22/23

- n) **Time Off for Career Advancement CCL**
- o) **Fleet Service Mechanic, Class A/B Training with Passenger Endorsement and Air Brake UP package 6/22/23 - 6/23/23**
 For those in the Fleet Services Mechanics Series who are interested and those that meet the County's needs at various maintenance facilities and work shifts, the County shall provide initial Commercial Divers License Class A Trainings for employees by seniority.

D.4 – Miscellaneous (3)

- a) **Tool Allowance** Union accepts CP 6/9/23 TA 6/12/23
- b) **Dietetic Assistant Meals- CCL**
- c) **After-Hours Telephone Call Pay -Union Accept CP 5/17/23 TTA**
- d) **County Email Correspondence and Computer Use (County accepts 5/19/23) TTA**

D.5 – Seniority/Promotional Program

- a) **Purpose** CCL 5/10/23
- b) **Definitions** CCL 5/10/23
- c) **Vacancies within Promotional Classes** CCL 5/10/23
- d) **Classes Covered** Union accept CP 5/17/23 TTA)

D.6 – Differentials

- a) **Animal Transport Differential (TTA)**
- b) **Automotive Services Excellence (ASE) Certification Differential Union Holds to 6/12/23**
 Incumbents in the Automotive Attendant, Fleet Services Assistant Mechanic, Automotive Mechanic, Fleet Services Mechanic, Emergency Vehicle Equipment Installer, Fleet Services Modification Mechanic, and Fleet Parts Coordinator classifications shall receive a differential of zero point ~~fifty-six two- five~~ percent (0.705~~625~~%) above the employee's salary range when that employee obtains and maintains a Fleet Management – approved certification. This differential is available for possession and maintenance of up to eight (8) approved ASE certifications, for a maximum of ~~four-and-a-half~~ five percent (54~~5.0~~%) above the employee's salary range.

23

c) **Biomedical—Equipment Engineering Technician Lead Differential** (Union Accepts CP 5/17/23) TTA

When assigned the full range of lead responsibilities, one position of Bio-Medical **Equipment Engineering Technician** in the Santa Clara Valley Health and Hospital System assigned to the Operating Room or Cath Lab, shall be compensated at the flat rate of two dollars (\$2.00) above the regular salary rate for each hour actually worked.

When assigned the full range of lead responsibilities, one position of Bio-Medical **Equipment Engineering Technician** in the Santa Clara Valley Health and Hospital System assigned to the Bio-Medical Division shall be compensated at the flat rate of two dollars (\$2.00) per hour above the regular salary rate for each hour actually worked.

When assigned the full range of lead responsibilities, no more than three (3) Senior Biomedical Engineering Technicians in the Health and Hospital System shall be compensated at the rate of five percent (5%) above the employee's salary range and step.

d)

Class A/B Commercial Driver License Training- (TA 6/2/23)

Road Maintenance Worker III or IV when assigned to train other Road Maintenance Workers on attaining a class A or B driver's license shall be compensated at the flat rate of ~~one~~ two dollars and twenty five ~~seventy-five~~ cents (\$~~1.75~~ 2.25) per hour above the regular rate for each hour of training.

e)

Crew Lead Differential (UP package 6/22/23)

Workers in classifications that do not have supervisory or lead responsibilities who are assigned to lead a group of two (2) or more incarcerated persons, shall be compensated at the flat rate of ~~one dollar and fifty cents~~ five percent (\$~~1.50~~ 76.5%) per hour above the regular salary rate for each hour actually worked.

This differential shall not be paid if the worker receives any other lead or supervisory differential.

Workers shall be assigned to lead if volunteers are not available.

Workers who lead crews shall receive annual training in appropriate crew lead procedures and supervision of incarcerated persons. Except in emergencies, a worker should normally receive training prior to being assigned crew lead responsibilities.

Blue Collar Unit Union Package with Master 6/22/23

- f) **Custody Support Assistant Lead Differential (UP package 6/22/23)**
 No more than one (1) incumbent on each shift at the Main Jail, Elmwood, and Elmwood Support Services and no more than one (1) incumbent in Programs and Correctional Center for Women, when assigned a full range of lead duties by the Department of Correction, shall be compensated at the flat rate of ~~one dollar and forty cents~~ **five percent** (~~\$1.40~~ **5%**) per hour above the regular salary rate for each hour actually worked.
- g) **Electronic Repair Technician Lead (UP package 6/22/23)**
 When assigned the full range of lead responsibilities, one position of Electronic Repair Technician in the Santa Clara Valley Health and Hospital System and one position in the Fleet and Facilities Department, shall be compensated at a flat rate of ~~one dollar and ninety cents~~ **five percent** (~~\$1.90~~ **5%**) per hour above the regular salary rate for each hour actually worked.
- h) **Fleet Services Mechanic Class A Differential (UP package 6/22/23)**
 Up to eight (8) workers in the position of Fleet Service Mechanic who hold and maintain a Class A with an Air Brake and Passenger Endorsement License shall be compensated a flat rate monthly allowance of three hundred & ~~forty~~ **twenty** dollars (~~\$320.00~~). When assigned and receiving this differential, workers are expected to perform duties associated with driving a Class A/B vehicle
- i) **Fleet Parts Coordinator & Emergency Installer Lead Differential (UP Hold 6/12/23)**
 One Fleet Parts Coordinator and Emergency Vehicle Equipment Installer classifications in Facilities and Fleet, when assigned and performing the full range of lead duties, shall be compensated at the flat rate of ~~one dollar~~ **five percent and fifty cents** (~~\$1.50~~ **5.0%**) per hour above the regular salary rate for each hour actually worked.
- j) **Food Service Worker-Correction Extended Lead Differential (UP CCL 6/16/23)**
 In recognition of the extended lead responsibilities assigned (on a rotating basis quarterly), the following position, a differential of one dollar and twenty cents (\$1.20) per hour is authorized for:

 For one The county shall have one (1) position per shift of Food Service Worker-Correction at each County facility. when assigned by Management as the Dishroom Supervisor for hours worked.
- k) **Gardener Lead Differential (CCL) TA**
- l) **Janitorial Project Team Crew Differential (UP package 6/22/23)**
 Janitors assigned in accordance with the following criteria shall receive one dollar and ~~twenty~~ **fifty** cents (~~\$1.50~~ **20**) per hour as the total premium payment for each hour actually worked:

- i. Project Team Crew Criteria
Janitors who have bid to work on the team cleaning or project crew are entitled to the differential when performing team cleaning or special project assignments. They will continue to receive the pay when pulled by management to do other work.
- ii. Non-Project Crew Criteria

- 1. Janitors who have bid to work in relief jobs are entitled to the pay when they are not assigned to provide relief for a regular floor assignment, but only when assigned to a team cleaning or special project assignment.
- 2. Janitors who have bid to work in a regular floor assignment are entitled to the pay when pulled from their assignment and area, and are instead assigned to a team cleaning or special project assignment.

The criteria used to determine if the Janitor is eligible is whether or not the work done is a regular part of the designated job assignment for the specific area in question. If any regular job (one tied to an area) requires the periodic performance of janitorial tasks which are the same as those performed when doing a special project, they are not eligible for the differential since it is a part of the designated job for that specific area.

- m) **Janitors-Retort Differential (Union TA CP 6/15/23)**
Janitors assigned by management to perform the full range of duties associated with operating the autoclave sterilizer (retort area) or transporting hospital waste such as, regulated medical waste, sharps waste, trace and chemo waste, hazardous waste, recyclable waste, and other waste stream duties as assigned at the Santa Clara Health and Hospital System shall be compensated at the flat rate of one dollar and ~~fifty~~**twenty-five cents** (\$1.50**25**) per hour above the regular salary rate for each hour actually worked.

- n) **Kenel Attendant Animal Services Assistant Lead Differential (Union TA CP 6/15/23)**
Up to three (3) ~~Kenel Attendants~~**Animal Services Assistant**, when assigned to work at the Animal Shelters performing the full range of lead duties shall be compensated at the flat rate of one dollar and twenty cents (\$1.20) per hour above the regular salary rate for each hour actually worked.
- o) **Lead Auto Mechanic Differential CCL TA**

Blue Collar Unit Union Package with Master 6/22/23²³

- p) **Lead Fleet Service Mechanic Differential** Union withdraws CCL 6/2/23
- q) **Lead Baker Differential CCL TA**
- r) **Lead Janitor Differential** Union Accepts CP 6/2/23
- s) **Lead Laundry Worker II Differential (CCL TA)** Union rejects CP
- t) **Lead ~~Stock Clerk~~ Messenger Driver Differential** Union TA CP 5/25/23
- u) **Offset Press Operator I CCL TA**
- v) **Pesticide Recommendation Differential CCL TA**
- w) **Road Maintenance Worker III Dual Function/Lead Differential CCL TA**
- x) **Road Maintenance Worker III/Road Maintenance Worker IV Welding Differential (UP package 6/22/23) → 6/23/23**
 A Road Maintenance Worker III or Road Maintenance Worker IV who obtains and maintains the appropriate welding competency as defined by the County and departmental policies and procedures, and is assigned welding duties, shall be compensated at the flat rate of two one dollars ~~and seventy cents~~ (\$2.00 ~~1.70~~) per hour above the regular rate for each hour actually worked. This differential is limited to no more than two positions in the Department of Roads and Airports at any one time.
- y) **Road Maintenance Worker IV Dual Function Differential CCL TA**
- z) **Stationary Engineer Differential CCL TA**
- aa) **~~Stock Clerk~~ Materials Supply Specialist Bulk Storage Differential-(UP package 6/22/23) 6/23/23**
 Incumbents in the class of ~~Stock Clerk~~ Materials Supply Specialist at Santa Clara Valley Healthcare and Hospital Systems when assigned to a shift in the Bulk Storage Area shall be compensated at the flat rate of one dollar and five fifty cents (\$1.50 ~~05~~) per hour above the regular rate for each hour actually worked.
- bb) **Park Service Attendant Lead Differential CCL TA**
- cc) **Water Treatment Certification Stipend CCL TA**
- ~~dd) **Electronic Repair Tech. badge access, security & Networking Applications**
 Union with draws to PP 6/2/23)~~
- ee) **Electronic Repair Technician – Fire/life safety systems Differential**
Union withdraw only with acceptance Package with of the side letter.
Incumbents in the classification of Electronic Repair Technician in the county of

Blue Collar Unit Union Package with Master 6/22/23

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~~Santa Clara Health System Facilities, who hold certification per NFPA 72, when assigned to perform Fire life safety system inspections, repairs, shutdowns & testing, shall be compensated a flat rate monthly allowance of three hundred and eighty four dollars (\$340.80). When assigned and receiving this differential, workers are expected to perform duties associated with fire life safety system inspections, repairs & testing.~~

~~Electronic repair Technician Project Lead~~ Union withdraws on 6/2/23 (ff)

~~Road Maintenance Worker III Class A License~~ Union Withdraws 5/26/23 (gg)

Cook/Correctional Cook Lead – UP Holds 6/16/23 (hh)

When assigned the full range of lead duties, incumbents in Cook or Correctional Cook positions shall be compensated an additional Five percent (5%) above the employee's salary range and step. ~~base pay~~

Materials Supply Specialist Lead Differential (Union TA CP 6/14/23) (ii)
 When assigned to perform the full range of lead duties, Incumbents in the Materials supply Specialist shall be compensated five percent (5%) above the workers salary range and step.

Senior Electrical/Electronic Technician and Electrical/Electronic Technician UP package 6/22/23 6/23/23 (jj)
 Incumbents of in the classifications of Senior Electrical/Electronic Technician and Electrical/Electronic Technician shall be compensated a flat rate monthly allowance of three hundred and twenty dollars (\$320) When assigned and receiving this differential, workers are expected to perform duties associated with the crane truck.

D.7 - Work Out of Class (Union CCL 5/10/23) TA

a) **Electrical/Electronic Technician**
 Work out of classification provisions shall apply to the classification of Electrical/Electronic Technician when supervising contractors and shall be compensated at the rate of Senior Electrical/Electronic Technician.

b) **Laundry Worker I-**
 An incumbent in the class of Laundry Worker I in the County of Santa Clara Health and Hospital System Laundry when assigned to perform Laundry Worker II duties shall be paid at the rate for Laundry Worker II.

Side Letter Agreement
Between SEIU Local 521
And County of Santa Clara

The parties agree that addressing the vacancy and recruitment issues that exist with specific Blue Collar Classifications is essential to providing quality public services to the County. In order to address that, the parties agree that within 90 days after ratification of agreement, a classification study shall be initiated, or notice to Union of progress, completed and noticed to the Union, no later than August 30, 2024, for the following classifications:

1. Electronic Repair Technician
2. Custody Support Assistant
3. Electrical Electronic Technician Series
4. Janitors

Negotiations between Service Employee International Union, Local 521 and
County of Santa Clara

Proposal: Administrative, Professional & Technical Unit Table

DATE: ²³ 6/22/23

TIME: ²³ 12:31pm

This is a package proposal with the Master Package Proposal 6/22/23.

E.1	SALARIES	SEE ATTACHED
E.2	SALARY ALIGNMENTS	NO CHANGE - CCL
E.3	CAREER INCENTIVE PROGRAMS	TA to CP 5/31/2023
E.4	PUBLIC DEFENDER INVESTIGATOR OVERTIME WORK...	CCL - TA
E.5	INFORMATION TECHNOLOGY TRAINING	CCL - TA
E.6	EDUCATIONAL LEAVE PROGRAM - TRAINING PROGRAM	TA to UP 4/14/2023 (CP 5/31/23)
E.7	WEEKEND OFF PROVISION	CCL - TA (agreed 5/25/23)
E.8	SURGICAL TECHNICIAN CALL BACK...	CCL - TA
E.9	LVN PRACTICE COMMITTEE	CCL - TA
E.10	PROFESSIONAL PHARMACY PRACTICES COMMITTEE	CCL - TA
E.11	AFTER-HOURS TELEPHONE CALL PAY	NO CHANGE - CCL
E.12	EDUCATIONAL CERTIFICATION MAINTENANCE...	CCL - TA
E.13	EDUCATIONAL RELEASE TIME	CCL - TA
E.14	IN-SERVICE TRAINING	CCL - TA
E.15	EDUCATIONAL REIMBURSEMENT	CCL - TA
E.16	ALTERNATIVELY STAFFED COMMUNITY WORKER...	CCL - TA
E.17	DIFFERENTIALS	SEE ATTACHED
E.18	STERILE PROCESSING TECHNICIAN TRAINING...	CCL - TA
E.19	COUNTY COMMUNICATIONS - HEALTH & WELL...	CCL - TA
E.20	CHILDREN'S COUNSELOR TRAINING	TA TO DELETE
E.21	DIETETIC TECHNICIAN MEAL...	CCL - TA
E.22	LIABILITY PROTECTION	CCL - TA
E.23	DEPARTMENTS OF BEHAVIORAL HEALTH...	CCL - TA
E.24	ALTERNATIVELY STAFFED DIAGNOSTIC IMAGING...	CCL - TA
E.25	LEAD DIFFERENTIAL	SEE ATTACHED
E.26	PHARMACY IN-SERVICE TRAINING	CCL - TA
E. 27	PHARMACY SPECIAL ASSIGNMENT	CCL - TA
E.28	BOARD OF PHARMACY SPECIALTIES EXAM...	CCL - TA
E.29	PHYSICIAN ASSISTANT PROFESSIONAL...	CCL - TA
E.30	SPLIT CODES	CCL - TA
E.31	WORK OUT OF CLASSIFICATION	CCL - TA
E.32	EDUCATIONAL CERTIFICATION MAINTENANCE...	CCL - TA
E.33	RESPIRATORY CARE PRACTITIONER RELIEF SUPERVISOR...	CCL - TA
E.34	MEDICAL STAFF DUES...	CCL - TA
SIDELETTER	COUNTY COMMUNICATIONS CRITICAL INCIDENT/ CATASTROPHIC LEAVE	TA TO CONTINUE
SIDLETTER	VMC & CLINICS LNV & HSA FLOAT DIFFERENTIAL	Agree to Delete
SIDELETTER	VICTIM/WITNESS ANIMAL HANDLER	SEE ATTACHED

APT Union Proposal

E.1 Salaries

Salaries shall be identified by job code on the salary table (Appendix A): [Outstanding differences in Classification Table](#):

Job Code	Prob Period	Job Classification
D3E		MANAGED CARE INTAKE COORDINATOR-VHP TO CLERICAL UNIT
R6F		ASSOCIATE CRISIS INTERVENTION SPECIALIST
R6E		CRISIS INTERVENTION SPECIALIST

The Union requests dates to meet & confer on Victim/Witness Classification Study in response to County's package proposal from 6/7/2023 (Victim/Witness Classification Study)

Realignments:

JOB CODE	CLASSIFICATION	REALIGNMENT
T40	APPRAISER III	1.5% 1%
L85	ASSISTANT PLANNER	6% 4%
L84	ASSOCIATE PLANNER	6% 4%
B79	AUDITOR APPRAISER III	1.5% 1%
C35	BUYER ASSISTANT	3.75% 1.5%
C33	BUYER I	3.75% 1.5%
C32	BUYER II	3.75% 1.5%
C31	BUYER III	3.75% 1.5%
S9J	CARDIAC SONOGRAPHER I	4% 1.5%
S9H	CARDIAC SONOGRAPHER II	4% 1.5%
S9G	CARDIAC SONOGRAPHER III	4% 1.5%
E85	CHILD SUPPORT OFFICER II	1.5% 1%
R21	CLINICAL DIETITIAN I	6.5% 5%
R2L	CLINICAL DIETITIAN II	6.5% 5%
G9A	COMMUNICATIONS DISPATCHER III	3%
N31	CONSTRUCTION INSPECTOR	8.5% 6.5%
V69	CRIMINALIST I	6.5% 4.5%
V68	CRIMINALIST II	6.5% 4.5%
V67	CRIMINALIST III	6.5% 4.5%
R87	DIAGNOSTIC IMAGING TECHNOLOGIST I	3.25% 1%
R8G	DIAGNOSTIC IMAGING TECHNOLOGIST I – CLINICAL INSTRUCTOR	3.25% 1%
R8F	DIAGNOSTIC IMAGING TECHNOLOGIST I – COMPUTED TOMOGRAPHY & MAMMOGRAPHY	3.25% 1%
R8C	DIAGNOSTIC IMAGING TECHNOLOGIST I – FLUOROSCOPY	3.25% 1%
R8D	DIAGNOSTIC IMAGING TECHNOLOGIST I – MAMMOGRAPHY	9% 8%

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JOB CODE	CLASSIFICATION	REALIGNMENT
R8E	DIAGNOSTIC IMAGING TECHNOLOGIST I - CT	3.25% 1%
R8B	DIAGNOSTIC IMAGING TECHNOLOGIST II - CT	6.75% 4%
R3D	DOSIMETRIST	8% 6%
V21	HAZARDOUS MATERIALS TECHNICIAN	12% 11%
V2D	HAZARDOUS MATERIALS TRAINEE	4%
S93	HOSPITAL SERVICES ASSISTANT II	5.4% 3.4%
R2X	INTERVENTIONAL RADIOLOGY TECHNICIAN	6.75% 4%
V4T	LEGAL PROCESS OFFICER	4.5% 3%
E4H	ELECTRONIC RESOURCES LIBRARIAN	5.25% 2.5%
J64	LIBRARIAN I	5.25% 2.5%
J63	LIBRARIAN II	5.25% 2.5%
S85	LICENSED VOCATIONAL NURSE	3.75% 1%
R2E	MAGNETIC RESONANCE IMAGING (MRI) TECHNOLOGIST	8.75% 5.5%
R6A	MAGNETIC RESONANCE IMAGING (MRI) TECHNOLOGIST - ANGIO	8.75% 5.5%
R6C	TECHNOLOGIST - CT	8.75% 5.5%
P97	MARRIAGE & FAMILY THERAPIST I	8.5% 5%
P96	MARRIAGE & FAMILY THERAPIST II	8.5% 5%
H93	MEDICAL ASSISTANT	2.6% 1%
R75	MEDICAL LABORATORY ASSISTANT I	1.5% 1%
R74	MEDICAL LABORATORY ASSISTANT II	1.5% 1%
R7F	MEDICAL LABORATORY ASSISTANT III	1.5% 1%
E33	MENTAL HEALTH COMMUNITY WORKER	4% 1%
D2J	MENTAL HEALTH PEER SUPPORT WORKER	4% 1%
S9S	MENTAL HEALTH WORKER	4% 1%
P84	OBSTETRIC TECHNICIAN	2%
R1T	OCCUPATIONAL THERAPIST I	8% 5.25%
R1A	OCCUPATIONAL THERAPIST II	8% 5.25%
R12	OCCUPATIONAL THERAPIST III	8% 5.75%
R2C	OCCUPATIONAL THERAPY ASSISTANT II	4%
S9T	PATIENT TRANSPORTER	5%
R3B	PER DIEM IR TECHNICIAN	6.75% 4%
R2S	PHARMACY DATA SPECIALIST - VHP	2% - TA CP 6/17/23
R1P	PHYSICAL THERAPIST I	8% 5.25%
R11	PHYSICAL THERAPIST II	8% 5.25%
R10	PHYSICAL THERAPIST III	8% 5.75%
R69	PHYSICAL THERAPY ASSISTANT I	4%
R64	PHYSICAL THERAPY ASSISTANT II	4%
Y42	PSYCHIATRIC SOCIAL WORKER I	8.5% 5%
Y41	PSYCHIATRIC SOCIAL WORKER II	8.5% 5%
S88	PSYCHIATRIC TECHNICIAN I	6.5% 3.5%
S87	PSYCHIATRIC TECHNICIAN II	6.5% 3.5%

APT Union Proposal

JOB CODE	CLASSIFICATION	REALIGNMENT
P9E	PSYCHOLOGIST	3% 2%
P9F	PSYCHOLOGIST – NEURO SERVICES	3% 2%
R13	PSYCHOSOCIAL OCCUPATIONAL THERAPIST	2% 1%
C97	QUALITY IMPROVEMENT COORDINATOR – MHS	1.5% 1%
CO7	QUALITY IMPROVEMENT COORDINATOR I – ADS	1.5% 1%
C06	QUALITY IMPROVEMENT COORDINATOR II – ADS	1.5% 1%
R32	RADIATION THERAPIST	3% 1%
R1R	RECREATION THERAPIST I	7.25% 5%
R1D	RECREATION THERAPIST II	7.25% 5%
R1C	RECREATION THERAPIST III	9.25% 6%
P76	REGISTERED DENTAL ASSISTANT	1.5% 1%
P67	REHABILITATION COUNSELOR	1.5% 1%
R15	RESPIRATORY CARE PRACTITIONER I	6.5% 4.5%
R1S	RESPIRATORY CARE PRACTITIONER II	6.5% 4.5%
R54	RESPIRATORY CARE SERVICES SPECIALIST	6.5% 4%
C47	SENIOR APPRAISER	1.5% 1%
C57	SENIOR AUDITOR APPRAISER	1.5% 1%
G92	SENIOR COMMUNICATIONS DISPATCHER	3%
N32	SENIOR CONSTRUCTION INSPECTOR	8.5%
L83	SENIOR PLANNER	6% 4%
R3P	SENIOR PSYCHOSOCIAL OCCUPATIONAL THERAPIST	1.5% 1%
R1L	SPEECH & LANGUAGE PATHOLOGIST I	4% 2.25%
R38	SPEECH & LANGUAGE PATHOLOGIST II	4% 2.25%
R37	SPEECH & LANGUAGE PATHOLOGIST III	6% 4.25%
S23	SURGICAL TECHNICIAN	2% - TA CP 6/7/23
R48	THERAPY TECHNICIAN	8%
S6A	ULTRASONOGRAPHER I-A	2% 1%
S6B	ULTRASONOGRAPHER I-B	2% 1%
S6C	ULTRASONOGRAPHER I-C	2% 1%
S9A	ULTRASONOGRAPHER II-A	4.5% 1%
S9B	ULTRASONOGRAPHER II-B	4.5% 1%
S9C	ULTRASONOGRAPHER II-C	4.5% 1%
S9D	ULTRASONOGRAPHER II-D	4.5% 1%

APT Union Proposal

E.17 Differentials

1. **Central Permit Differential - CCL**
2. **Communications Dispatcher Differential – HOLD**
 - a. Communications Dispatcher I's who are trained, certified and assigned by the Department to provide Emergency Police Medical Dispatching and either, Medical or Fire call-taking services shall receive a differential of approximately 5% above that specified for regular positions in this class for each shift actually worked.
 - b. Communications Dispatcher I's, II's or III's when assigned to instruct, observe, and evaluate an individual dispatcher or group of dispatchers will receive a differential of \$3.20, \$3.80, and \$4.00 respectively.
 - c. Senior Communications Dispatchers who are certified and perform either Police, Fire or Medical Quality Assurance Case Review duties shall receive a differential of approximately five percent (5%) above that specified for regular positions in this class for each shift actually worked.
 - d. Communications Dispatcher II's, III's or Senior Communications Dispatchers who successfully complete any Hazard Incident Resource software training and maintain active participation and service shall receive a differential of approximately five percent (5%) above that specified for regular positions in this class.
3. **Dental Assistant Differential - CCL**
4. **Technology Services and Solutions (TSS) Department Shift Differentials – TA to CP 5/31/2023**
5. **Pharmacist Shift Differentials – CCL**
6. **Pharmacy Technician Advanced Admixture Duties Differential – TA to CP 5/31/2023**
7. **BOE Advanced Appraiser's Certificate Differential: Appraiser Series - CCL**
8. **Respiratory Care Practitioner Shift Differentials – TA to CP 6/21/2023**
9. **BOE Assessment Analyst Certificate and Advanced Assessment Analyst Certificate Differentials: Property Transfer Examiner & Exemption Investigator – CCL**
10. **Sr. Construction Inspector Class A Instructor Certified Differential - CCL**
11. **Deputy Public Guardian Conservator/Estate Administrator Differential – CCL**
12. **LVN/HSA Float Differential – TA to CP 6/21/2023**
13. **Criminalist Certification Differential Pay - CCL**
14. **Therapy Certification Pay – TA to CP 6/21/2023**
15. **Therapy Technician Differential (NEW) – TA to CP 6/9/2023**

- 16. Diagnostic Imaging Biopsy Differential – TA to CP 5/31/2023
- 17. Diagnostic Imaging Technologist Lightroom Coordinator Duties Differential – TA to CP 5/24/23

18. **Correction Clinician Differential - Modified**

Incumbents in the classifications of Marriage & Family Therapist I/II and Psychiatric Social Worker I/II, who are routinely and consistently assigned to work in the Elwood Complex and/or Main Jail and/or Juvenile Hall and/or James Ranch and/or Psychiatric In-Patient will be compensated with a differential of six **five** dollars and forty-five **fifty** cents (\$6.45 **5.55**) per hour above the employee's rate of pay for all hours in paid status.

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

- 22. Neuropsychology Differential (NEW) – TA to CP 5/24/23
- 23. Sterile Processing Certification Differential – TA to CP 5/31/23

Diagnostic Imaging Charge Technologist Duties Differential - WITHDRAWN
 Imaging Technologist Shift Differentials - WITHDRAWN
 Monitor Technician Preceptor Differentials - WITHDRAWN
 Diagnostic Imaging Certification Differential - WITHDRAWN
 Surgical Technician Certification Differential - WITHDRAWN
 Clinical Dietitian Certification Differential Pay - WITHDRAWN
 Library Assistant I/II Passport Agent Differential - WITHDRAWN
 Hazardous Materials Technician Supervisor Differential - WITHDRAWN
 Valley Homeless Health Care Plan Assignment Differential - WITHDRAWN
 CAI/M Billing Differential – WITHDRAWN
 Licensed Vocational Nurse Charge Nurse Duties Differential - WITHDRAWN
 Pharmacy Technician Certification Differential – WITHDRAWN
 Outpatient Pharmacy Purchasing Differential - WITHDRAWN
 Respiratory Care Practitioner Certification Differential – WITHDRAWN
 Level One Trauma Center Differential – WITHDRAWN
 Mammography Rotation Differential – **WITHDRAWN**
 Victim Witness Advocate (Animal Handler Differential) - **WITHDRAWN**

APT Union Proposal

E.25 Lead Differential

- a) Lead Role - CCL
- b) Lead Rotation - CCL
- c) Lead Differentials

Lead differentials are listed alphabetically by classification.

- ~~1.~~ ~~Agricultural Biologist Lead Differential~~ – Agreed to delete
- ~~2.1.~~ Anesthesia Technician Lead Differential - CCL
- ~~3.2.~~ Behavioral Health Lead Differential - CCL
- ~~4.3.~~ Child Support Specialist Lead Pay - CCL
- ~~5.4.~~ Deputy Public Guardian Conservator Lead Differential - CCL
- ~~6.5.~~ Diagnostic Imaging Technologist I Lead Differential - CCL
- ~~7.6.~~ Associate Cardiovascular Interventional Technologist, Cardiovascular Interventional Technologist, or Interventional Radiology Technologist Lead Differential – TA to CP 6/7/2023
- ~~8.7.~~ Employment Counselor Lead Differential – CCL
- ~~9.8.~~ Estate Administrator Lead Differential - CCL
- ~~10.9.~~ Estate Property Technician Lead Differential – CCL
- ~~11.~~ ~~Forensic Chemist Differential~~ – Agreed to delete
- ~~12.10.~~ Forensic Pathology Technician Lead Differential - CCL
- ~~13.11.~~ Hazardous Materials Technician Lead - CCL
- ~~14.12.~~ Library Assistant I/II Charge Differential – TA to CP 6/9/2023
- ~~15.13.~~ Library Assistant I/II Electronic Resources Duties Differential - CCL
- ~~16.14.~~ Magnetic Resonance Imaging Technologist Differential - CCL
- ~~17.15.~~ Medical Examiner-Coroner Investigator - CCL
- ~~18.16.~~ Medical Laboratory Assistant III Lead Differential - CCL
- ~~19.17.~~ Obstetric Technician Lead Differential - CCL
- ~~20.18.~~ Payroll Audit Specialist Lead Differential - CCL
- ~~21.19.~~ Pharmacist Lead Differential – CCL
- ~~22.20.~~ Pretrial Services Officer II (V41) Lead Differentials - CCL
- ~~23.21.~~ Property / Evidence Technician Lead Differential – County TA to UP 4/14/2023 (CP 6/7/2023)
- ~~24.22.~~ Protective Services Officer Lead Differential - CCL
- ~~25.23.~~ Public Defender Investigator II Lead Differential - CCL
- ~~26.24.~~ Public Health Nutritionist Lead Differential - CCL
- ~~27.25.~~ Pulmonary Diagnostic Tech Lead Differential - CCL
- ~~28.26.~~ Rehabilitation Officer II Lead Differential - CCL
- ~~29.27.~~ Respiratory Care Practitioner Lead Differential – TA to CP 6/07/2023
- ~~30.28.~~ Sheriff Technician Lead Differential - CCL
- ~~31.29.~~ Senior Paralegal Lead Differentials - CCL
- ~~32.30.~~ Sterile Processing Technician II Lead Pay - CCL
- ~~33.31.~~ Ultrasonographer II Lead Differential - CCL
- ~~34.32.~~ Urodynamic Technician Lead Differential - CCL
- ~~35.33.~~ Veteran Services Representatives II Lead Differential – TA to CP 5/24/23
- ~~36.~~ ~~Senior Biologist/Standards Specialist, Weights and Measures Inspector III Lead Differential~~ – Agreed to delete
- ~~Monitor Technician Lead Differential~~ – TA to CP 5/24/23
- ~~Medical Social Worker II Lead Differential~~ – TA to CP 5/31/23

Emergency Room Technician Lead Differential – MODIFIED

When assigned a full range of lead duties, up to nine (9) Emergency Room Technicians shall be compensated five percent (5%) higher than the employee's salary range:

Pharmacy Data Specialist Lead Differential - WITHDRAWN

Letter of Agreement
between the
County of Santa Clara and
SEIU Local 521

The parties agree to include in the E.1 Classification Table the Crisis Intervention Specialist Series, with the understanding that the meet and confer process has not completed and the Union does not waive its right nor provide concurrence by adding the classification to the table

June 22, 2023

COUNTY:

UNION:

Letter of Agreement
between the
County of Santa Clara and
SEIU Local 521

The parties agree to meet no later than ninety (90) days from ratification, to meet and confer on the Victim Witness Animal Handler and related matters.

June 22, 2023

COUNTY:

UNION:

APPENDIX I – SUPERVISORY UNIT

10:31 PM

SEIU 521 Package Proposal 1 to SCC

~~6/22/23~~ 6/23/23
UP 1 23

Package Proposal with the Master Package – ~~6/22/23~~

LANGUAGE INTEGRATED W/ SEIU LOCAL 521 MASTER CONTRACT

Below items or sections of the SEIU Local 521 Supervisory Chapter contract that the County and the Union agreed to use SEIU Local 521 Master language with exceptions outlined below.

The following provisions of the Master Contract are not applicable to the Supervisory Unit:

- Section 3.7 New Worker Orientation
- ~~Section 4.1 Official Representatives~~
- ~~Section 4.2 Notification of Stewards~~
- ~~Section 4.3 Chief Stewards~~
- Section 5.1 Seniority Defined
- Section 5.4 Consideration of Layoff
- Section 5.5 Order of Layoff
- Section 5.7 Reassignmen
- t in Lieu of Layoff Section 5.8
- Administrativ
- e Transfers
- Section 5.12 Names Dropped From
- Reemployment List Section 6.4 Counseling
- and Unfavorable Reports Section 6.11
- Performance Appraisal
- Program
- Section 6.13 Lateral Transfers
- Section 8.8 Non-Contiguous
- Overtime Guarantee Section 8.11
- Temporary Work
- Location
- Section 8.12 Bilingual Pay
- Section 8.17 Notary
- Public Differential Section
- 12.15 Drivers
- Licenses ARTICLE 19
- Grieva
- nce Procedure

Below items or sections of the SEIU Local 521 Supervisory Chapter will remain and will be reflected in Appendix I.

I.1 – Salaries- Union Holds

APPENDIX I – SUPERVISORY UNIT

Salaries shall be identified by job code and listed in Appendix A:

Job Code	Job Title
E52	Associate Program Coordinator-TA
E43	Associate Staff Development Specialist
E44	Eligibility Work Supervisor
E51	Program Coordinator-TA
Y48	Social Service Analyst
Y23	Social Work Supervisor
Y22	Social Work Training Specialist
P66	SSA Application Decision Support Specialist I-TA
P65	SSA Application Decision Support Specialist II-TA
E42	Staff Development Specialist
P65	SSA Business Policy Implementation Specialist-TA

The duties of these classifications shall remain substantially dissimilar to those of their subordinates.

For purposes of this agreement, the terms of this agreement do not apply to un-coded (extra help) classifications and is subject to negotiations in the successor agreement.

Realignments:

JOB CODE	CLASSIFICATION	REALIGNMENT
P65	SSA Business Policy Implementation Specialist	0%
E44	ELIGIBILITY WORK SUPERVISOR	3%
Y48	SOCIAL SERVICES ANALYST	3%
W0A	SOCIAL SERVICES ANALYST - U	3%
Y23	SOCIAL WORK SUPERVISOR	3%
Y22	SOCIAL WORK TRAINING SPECIALIST	6.11%
Q73	SSA APPLICATION DEC SUP SPEC II - U	0%
P65	SSA APPLICATION DEC SUP SPEC II	0%
Q74	SSA APPLICATION DEC SUP SPEC I - U	0%
P66	SSA APPLICATION DEC SUP SPEC I	0%
E42	STAFF DEVELOPMENT SPECIALIST	3%
E43	ASSOCIATE STAFF DEVELOPMENT SPECIALIST	3%

APPENDIX I – SUPERVISORY UNIT

I.2 – Union Security-

I.2.1 – New Supervisory Employee

The Department will notify the Chief Steward upon the hiring and/or promotion of an employee new to the Supervisor unit. The Chief Steward or steward shall be allowed to schedule thirty (30) minutes to make a presentation, present information and answer questions of employees in classifications represented by the organization Supervisory unit.

~~I.3 – Official Representatives and Stewards-Union agrees to TA~~

~~I.3.1 – Official Representatives The Union agrees to notify the County of their Official Representatives of the representation unit and changes in such Representatives. They may also designate alternates to such Official Representatives for purpose of specific meetings by advance notice to the appropriate level of Management. The County agrees to provide release time to no more than three (3) Official Representatives at a given meeting for the following purposes:~~

- ~~1. Attendance at meetings with Management, either at the departmental or Countywide level.~~
- ~~2. Attendance at meetings of the Board of Supervisors.~~
- ~~3. Attendance at meetings of the County Personnel Board (non-disciplinary hearings).~~

~~Official Representatives and/or alternates shall notify their supervisor of their intention to be on release time as far in advance as reasonably possible, but no later than the end of normal business hours the day before such meeting, except in emergency situations. The Official Representatives and/or their alternates will be responsible for maintaining a log of hours and dates of release time and will provide this log to their supervisors and to the Office of Labor Relations monthly. The Union agrees, insofar as possible, that meetings with Management shall be arranged in advance, with notification to the appropriate level of Management of the Official Representatives planning to attend.~~

APPENDIX I – SUPERVISORY UNIT

b) It is agreed that the time necessary for representation will be recognized by the County for meetings with Management. Management agrees to arrange release time with the Official Representative's supervisor, if necessary.

1.3.2 Stewards

a) The Union agrees to notify the County Office of Labor Relations and SSA Administration of the names of their Stewards, Assistant Chief Stewards and Chief Stewards. The Union shall provide annual listings of employees identified as Assistant Chief Stewards, Chief Stewards, Stewards, and, in addition, Alternate Stewards and Safety Stewards at the beginning of each contract year and updated as replacement Stewards are elected. Alternate Stewards may be designated to perform Steward functions during the absence or unavailability of the Steward. Management will notify the Union of the appropriate Management representatives in each office to be contacted by the Steward in carrying out his/her duties as Steward.

b) The Union may designate one (1) Chief Steward, one (1) Assistant Chief Steward and up to eleven (11) Stewards for Bureaus and/or work locations.

e) It is agreed that meetings at which a Steward is entitled to release time are limited to:

1. A meeting of the Steward and an employee, or employees of the unit related to a grievance or appeal.

2. A grievance meeting with Management.

d) It is agreed that reasonable time for investigation and handling grievances will be allowed. Time off for grievance handling shall not unduly interfere with the performance of a Steward's duties as an employee or with the work flow requirements of the Department. Steward release time shall be limited to one (1) Steward, Alternate or Chief Steward per instance. In the case of a group or Union grievance, one (1) Steward and/or the Chief Steward and one (1) employee will be authorized release time on behalf of the aggrieved.

e) The Union agrees that the Steward, Alternate, or Chief Steward, before leaving the work unit, will sign out on an approved supervisors Release Time Log Sheet maintained by the immediate supervisor. Stewards shall sign in on the Log immediately upon return to duty. The Log Sheet shall be submitted to the Office of Labor Relations monthly.

APPENDIX I – SUPERVISORY UNIT

1.3.3 – Employee Contact with Stewards

- a) ~~If an employee has a grievance and wishes to discuss it on County time with a designated Steward, he/she shall be allowed the opportunity within a reasonable amount of time to verify if his/her designated Steward is present and available to be seen. If the Steward is present and available, the employee shall sign out on the Unit Sign-Out Log, indicating the Steward's name and work location. Upon return, the employee shall note the time returned in the Log.~~
- b) ~~The parties agree that in handling grievances, the employee and the Steward will use only the amount of time necessary to handle the grievance.~~
- c) ~~The Steward will inform the employee's supervisor when entering that area.~~

1.3.4 – Official Representative & Chief Steward Workload Reduction-Union Agrees to CCL

Official Representatives and Stewards shall have the right to participate in activities of their Union, including their functions as provided in this Agreement, and these rights shall not be restrained or interfered with, and the Department shall not discriminate against Official Representatives or Stewards by assigning caseloads or giving work assignments in excess of the Standards designated for their job classification or function for this reason.

1.4 – Layoff

1.4.1 - Seniority Defined-Union Agrees to CCL TA

Except as otherwise provided in Sections 5.2 5.7 and 6.9 6.10 6.14 of the Master Agreement, seniority is defined as days of accrued service as computed and reported on the employee's pay check within any coded classification with the County. Original coded unclassified service shall not be counted except that time served pursuant to Santa Clara County Charter 704(h). All time on Workers' Compensation, military leave, paternity and maternity leave shall be counted towards days of accrued service.

1.4.2 – Order of Layoff-Union Agrees to CCL TA

The department shall at least annually determine the number of positions in each classification that require an MSW and/or a specific skill paid for through a differential. The plan must be approved by the Director of Personnel. In all cases, the employees in the department certified in that skill or possessing an MSW shall be retained in order of seniority until the requisite number of positions are filled. It is the understanding of the parties that the term "skill" as used in this section

relates to bilingual or multilingual skills. Prior to any other "skill" being added, the parties shall meet and confer. When one (1) or more employees performing in the same class in a County department/agency are to be laid off, the order of layoff in the affected department/agency shall be as follows:

a) Provisional employees in inverse order of seniority.

b) Probationary employees in inverse order of seniority.

c) Permanent workers in inverse order of seniority.

1.4.3 – Reassignment in Lieu of Layoff-Union Agrees to CCL TA

a) Vacant Code in County

In the event of notice of layoff, any employee so affected will be allowed to transfer to a vacant position in the same classification in any County department/agency, provided the employee meets the specialized qualifications which may be established through testing and examination or by selective certification.

b) Former Classification

In the event there are no vacant codes in the same classification in any department/agency, an employee will be offered a vacant position in any classification at the same level in which permanent status had formerly been held, first in the affected department/agency and then County-wide. The employee will not be allowed to transfer to a vacancy that requires an MSW or skills as defined in Section 5.4 5.5 of the Master Agreement (Order of Layoff) not possessed by that employee.

c) Displacement

In the event there are no vacancies as listed in (a) or (b) above, the employee shall have the right, upon request, to be returned to any classification in the department/agency at the same level in which permanent status had formerly been held and the regular layoff procedure in that same level shall apply.

1.5 – Personnel Actions

1.5.1 – Performance Appraisal- TA

It is the intent of the parties to foster a positive performance system, which is designed to provide employees and managers a process to openly and positively focus on the achievements of individual and organizational goals and objectives, and to provide feedback on areas needing attention and improvement.

APPENDIX I – SUPERVISORY UNIT

Appraisal and guidelines can be found on the

County website. The specific elements of

agreement are as follows:

- a. Appraisals for all employees in this Unit shall be completed and have reports issued ~~between May 1 and September 1~~ on even years annually within each calendar year.
- b. An employee who is dissatisfied with his/her appraisal may request and receive a review from the next level of supervision.
- c. Annual appraisal reports shall be placed in the employee's departmental personnel file, as well as the manager's or supervisor's file. Annual appraisal reports shall not be placed in the ESA-HR personnel file.
- d. Appraisals will not be used by the County in the disciplinary process or for the purpose of transfers or for the purpose of promotions.
- e. Both the manager and employee shall be trained in the appraisal process before an appraisal can be completed with that employee.
- f. In the event that an SEIU Local 521 Supervisory Unit employee is supervised by more than one supervisor/manager during the appraisal period, each employee may receive more than one appraisal for the period.

1.5.2 – Counseling and Unfavorable Reports-Union Agrees to CCL TA

- a) Counseling In the event that an employee's performance or conduct is unsatisfactory or needs improvement, the employee's first level manager shall provide informal verbal or written counseling. Counseling should normally be separate from on-going worksite dialogue and regularly scheduled supervisor and manager meetings (i.e. 1:1 monthly supervisor and manager meetings). Counseling should address performance or conduct which requires improvement. Documentation of such counseling shall be given to the employee at the time of the counseling and shall not be placed in the employee's personnel file. When the situation allows, the County will use counseling prior to any unfavorable reports being issued.

Coaching and mentoring through the progressive discipline

philosophy are not considered discipline nor are they grievable.

- b) Unfavorable Reports on Performance or Conduct If upon such counseling an employee'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, if appropriate. A copy shall be given to the employee and a copy filed in his/her personnel file. No unfavorable reports shall be placed in an employee's file unless such report is made within 20 working days of the County's knowledge of the occurrence or incident, which is the subject of this report. Employees shall have the right to grieve the factual content of such reports or attach a written response to the report for inclusion to their personnel file.

1.6 – Supervisory Practices

1.6.1 – Changes

In the event of major changes in work expectations by Federal or State actions or level of service determinations made by the County, the Union and the County agree to meet and confer on adjustment of work expectations.

1.6.2 – Orientation

- a. All newly hired or newly promoted supervisors shall be given two (2) days of orientation prior to taking responsibility for the unit. In addition, forty (40) hours of training shall be provided and attended within one hundred and eighty (180) days of commencement of duties as supervisor.

- b. Employees in the social work series who, as the result of layoff, are displaced into the eligibility work series shall be given twenty-four (24) hours of training within the first thirty (30) working days after commencing their new duties.

1.6.3 Supervision-Union CCL

Supervisors shall normally be expected to spend approximately twenty percent (20%) of their time reviewing the work of the unit. This expectation may be increased if the production of the unit falls below minimum performance standards.

Supervisors shall review and supervise the work of the unit to ensure that workers are engaged in performing at a level that meets Federal, State and County standards.

Social Services Program Managers shall involve supervisors in the process to encourage the use of evidence-based best emerging

APPENDIX I – SUPERVISORY UNIT

practices and the development of specific case review requirements.

1.6.4 – Supervisory Ratio-Union modifies

The Social Services Agency recognizes that there is benefit to be received from achieving and maintaining appropriate spans of control for supervisors to ensure quality work is performed in each area.

The standard unit shall consist of eight (8) workers including a lead per Supervisor. ~~In cases where the county assigns more than eight (8) workers to one supervisor at any given time, that Supervisor shall receive a differential of four (4%) percent of their base pay.~~

1.6.5 – Trainer Preparation Time Union holds to CCL including Staff Development Side Letter

The County will provide adequate periods of training preparation when Social Work Training Specialist, Staff Development Specialist and Associate Staff Development Specialist design, develop, or deliver new, existing, or updated training as follows:

1. Preparation time of research, design, and development of new training (which includes curriculum, presentation, exercises/activities, practice, job aides/handouts & other miscellaneous): up to 14 hours per 1 hour of instructional time. depending on trainer knowledge, experience, and available resources.
2. For existing training where updates are required: up to 3 hours per 1 hour of training content. This only applies to the specific areas of the training content where revisions are required – it does not apply to the entire subject/topic presentation hours.
3. Preparation time to deliver a pre-existing training where updates are NOT required, where trainer has not previously presented the content and requires adequate time to familiarize themselves with the content and materials, including practicing presentation of materials: up to 2 hours per 1 hour of training content.

Additional preparation may be granted if the need arises or when management has made a major change in the trainer's assignment.

1.6.6 – Staffing-Union Holds

- a) In all cases of promotion bureau bidding and transfer requests, supervisors shall have the opportunity to interview and recommend for selection the employee on

APPENDIX I – SUPERVISORY UNIT

the appropriate list to be transferred or assigned to the supervisor's unit.

b)

In case of administrative transfers, supervisors shall be consulted in advance of any assignment of a new employee and given the opportunity to offer objections and alternate assignment suggestions. The final decision will be made by management.

1.6.7 – Uncovered Caseloads- Union Modifies

1. Uncovered caseloads are those created by vacancies and other long-term absences. "Long-term" means an absence of more than twenty (20) working days or as determined by the supervisor in consultation with the manager.

Once a case is uncovered, the supervisor and manager will work in collaboration with each other to ensure that the cases are worked on and reassigned within the unit as soon as possible and to other units as needed. After 10 working days, the supervisor will notify the workers how uncovered cases will be handled.

Supervisors will make arrangements, including an overtime request within their units to cover caseloads during preapproved vacations and short-term absences.

Tasks that are to be completed by any other bargaining unit and Escases in control (DEBS) shall not be handled by supervisors.

~~2. With the increased demand for services by Santa Clara County resident following an unprecedented pandemic and increase in benefits assistance by residents since 2014, it is the mission and vision of the County to provide services that meet the increasing demand for assistance. The County and the Union agree that over the term of this agreement, the County shall increase full-time coded Eligibility Worker Supervisor by adding codes in proportion to the number of eligibility workers in order to provide timely and accurate assistance for our community and reduce the number of clients left unassigned and in the caseload banks.~~

1.7 – Premium Pay

1.7.1 – On-Call Pay- Union Holds to CCL

a) Beepers or Cell Phones-

Beepers or cell phones shall be provided to all employees when placed on on-call status. On-Call pay is subject to all provisions of Article 8, Section 8.7 On-Call Pay.

APPENDIX I – SUPERVISORY UNIT

I.7.2 – Call-Back Pay- Union Holds to CCL

- a) If overtime work does not immediately follow or precede the regular work shift, a minimum of four (4) hours call-back time shall be credited to the employee. Supervisors who are assigned and authorized to respond to client, facility or recognized agent telephone calls without returning to work location, shall be credited with call-back pay of twenty-four (24) minutes or the actual time spent on the transaction, whichever is greater. Call-back pay is subject to all provisions of Article 8, Section 8.2 – Overtime Work of the Master Agreement. Employees will be credited for each call-back during a scheduled shift.
- b) **Non-Contiguous Overtime Pay- Union Holds to CCL**
If overtime work does not immediately follow or precede the regular work shift, a minimum of four (4) hours overtime shall be credited to the worker when up to four (4) hours of work is assigned. Non-contiguous overtime pay is subject to all the provisions of Article 8, Section 8.2 – Overtime Work of the Master Agreement. 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 until the original four (4) hours has elapsed. Noncontiguous overtime will be voluntary.

I.7.3 DFCS and APS Pay Differential for Social Work Supervisors- Union modifies

Employees in the classification of Social Worker Supervisor who are in a Dependency Intake Unit, Continuing Unit, Voluntary Family Maintenance Unit, the CANC, Non-Minor Dependent Unit, Dually Involved Unit, Intensive Permanency Services Unit, Family Finding Unit, Adoption Finalization Unit, Resource Family Approval Unit, Post-Adoption Unit, Placement unit, Recruitment, Social Worker I Supervisors and ~~Joint Decision Making Unit~~ Child and Family Team in Department of Family and Children Services (DFCS) shall receive a differential of six ~~eight~~ (68%) percent of base wage.

Emergency Response Supervisors in the classification of Social Work Supervisor in Department of Family and Children Services, (DFCS), shall receive a differential of eight (8%) percent of base wage.

Adult Protective Services (APS)-Union Modifies for name change TTA
Social Worker Supervisors that regularly work in the Emergency Response (ER) unit, Financial Abuse Specialist Team (FAST), or a Self-Neglect unit shall be paid a differential of six (6%) percent of base wage.

APPENDIX I – SUPERVISORY UNIT

1.7.4 Differentials- Union modifies

1. Multilingual Differential CCL
 a) The County will pay a differential of two one hundred ninety ten twenty-five dollars (\$190 240 25)

a month to bilingual workers covered by the Social Services Supervisory Bargaining Unit. An additional twenty dollars (\$20) per month will be paid for a third language certification (trilingual), and an additional twenty dollars (\$20) per month for a fourth language certification (quadtrilingual).

b) The County and the Union shall meet at least once during the term of this Agreement to review the number and location of bilingual positions designated.
 c) First-line supervisors and staff support employees may receive bilingual pay if their positions have been designated as bilingual.

d) Certification for a second language will be done in accordance with current bilingual certification procedures.

2. Floater Differential

Continuing CalFresh and/or CalWORKS supervisors of floaters will be paid a differential of three f dollars (\$3.00) per hour. Floaters are a volunteer-based assignment.

3. Continuing CalWORKS Caseload Differential

Any Supervisor assigned to a continuing CalWORKS unit, shall receive a two point five percent (2.5 %) differential above their base pay.

4. Board of Behavioral Sciences (BBS) Licensure Differential

Any employee who is licensed with the BBS and providing clinical supervision for the SSA Clinical Supervision Program shall receive a differential of three percent (3%) above their base pay.

1.7.5 Transfer Opportunities-Union Holds Dependent on SSU and Master

The County shall continue a transfer information system which workers will access online to obtain information on transfer opportunities for classifications within the Social Services Agency resulting from:

1. New positions authorized to the Agency, and
2. Vacancies resulting from promotion, resignation, termination, or transfer.

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Such transfer opportunities shall be listed with the transfer information system. Any necessary temporary administrative reassignments may be implemented within the Agency pending regular selection and assignment.

Positions listed with the transfer information system shall be listed for five (5) working days prior to filling the positions.

a) **Transfer Requests**

Employees holding permanent and probationary status in a classification who wish to transfer to another position in the same classification within the Agency shall submit their request four (4) times a year using the on-line transfer information system. Appropriate transfer requests will be provided to the interviewing supervisor (subject to approval of the appointing authority or his/her designated representative) who will interview up to five (5) names on the transfer list with the most County service seniority based on the payroll statement - days of accrued service prior to requesting the appropriate Merit System eligible list. The filling of vacancies by transfer shall be consistent with Merit System Rule Section A25- 184(c).

- b) For Social Work Supervisors in the ER Bureau at Julian location: When a vacancy occurs in the ER Bureau, a ~~lateral~~-transfer will first be made available to permanent status workers in the same class who are already performing the same programs and functions in his/her unit. Should there be volunteers in the ER Bureau units that meet the requirements and specialized qualifications required for the position, management must choose from this pool of volunteers to fill the position by seniority. ER unit volunteers may not apply for the ~~lateral~~-transfer if they have been disciplined as defined in section 6.4 and 6.5 for attendance or performance within the last 9 months. The resulting vacancy that occurs in the ER Bureau will be filled following the process specified in 6.13

c) **Administrative Transfers**

Administrative transfers between geographic locations will be made as follows:

1. Volunteers in order of most County seniority (days of accrued service).
2. Assigned by inverse County seniority (days of accrued service).
3. Supervisory Unit members in South County shall be

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considered to be in the same geographical location.

Upon Union request, the County will meet and confer on the group of employees to be designated for the seniority purposes of this section.

The assignment preference of the supervisory unit member, if any, including that to other bureaus, is a proper subject of consideration.

1.8 – Pay Practices
1.8.1 – Part-Time Salaries
a) Split Codes

Requests for split codes shall not be unreasonably denied.

1.8.2 – Temporary Higher Classification Assignment

a) Temporary higher classification assignment may be assigned to cover vacant regular codes after ordinance code provisions for filling such vacancies have been followed with approval of the Director of Personnel or designee. When an employee is assigned all the significant duties of a higher classification the employee will receive pay consistent with the promotional pay procedure as set forth in Article 7, Section 7.3, of the Master Agreement commencing on the first such working day.

b) Employees must meet the minimum qualifications of the higher classification.

c) An employee temporarily assigned temporary higher classification assignment shall receive pay for:

1. Holidays when the employee is assigned temporary higher classification assignment the day prior to and following the holiday.

2. Sick leave absences when the employee is assigned temporary higher classification assignment and while absent is not relieved by the incumbent or by another employee assigned temporary higher classification assignment in the same position.

1.8.3 -Acting Unit Manager-Work Out of Classification (WOO)
A supervisory unit employee may be assigned by the appropriate manager to cover occupied codes for an absence period of one workday or greater for any higher classification. The assigned

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employee(s) shall receive pay consistent with Article 7, Section 7.3 of the Master Agreement commencing on the first (1st) working day.

WOOC assignments will be rotated as equally and as equitable among the employees within their reporting areas/work locations. If there are no employees available, the manager may go outside the reporting areas/work locations.

I.9 – Leave Provisions

I.9.1 – Compulsory Leave

a) **Court Related**

The appointing authority may require an employee who has been formally charged in a court of competent jurisdiction with the commission of any felony or of a misdemeanor involving moral turpitude, provided said crime is related to the employee's employment status, to take a compulsory leave of absence without pay pending determination by way of a plea, finding or verdict at the trial court level as to the guilt or innocence of such employee.

1. **Determination of Innocence**

If there is a determination of innocence or the charges are dropped, the employee shall be reinstated to his/her position with return of all benefits, including salary, that were due for the period of compulsory leave; subject, however, to appropriate disciplinary action if warranted under the circumstances. Any such disciplinary action may be imposed effective as of the commencement date of the compulsory leave imposed under this Section.

2. **Determination of Guilt**

If there is a determination of guilt, the appointing authority may take appropriate disciplinary action. If the action is a suspension and the suspension is for a shorter duration than the compulsory leave, the employee shall receive the difference between the compulsory leave and the suspension in salary and all benefits.

I.9.2 – Leave Without Pay

a) **Reasons Granted**

Leaves of absence without pay may be granted to employees for up to one (1) year. Extensions to leaves approved for less than one (1) year shall not unreasonably be denied provided written notice is given at least five (5) working days in advance. If an employee wishes to return to work early from a leave of absence,

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he/she shall provide reasonable advance notice of at least twenty working days to the appointing authority. Leaves beyond one (1) year may be granted due to unusual or special circumstances. The following are approved reasons for such leave:

1. Illness beyond that covered by sick leave.
2. Education or training which will benefit the County.
3. Other personal reasons which do not cause inconvenience on the department.
4. Paternity leave, not to exceed six (6) months.

1.9.3 – Professional Development

a) General

1. The County will fund, on a matching basis, up to ten thousand dollars (\$10,000) per fiscal year for group and individual professional development and for education, as described in sections "b" and "c". This funding is over and above the County-wide tuition reimbursement program and departmental programs as presently funded/budgeted.

2. The ten thousand dollars (\$10,000) will initially be allocated as follows: seven thousand dollars (\$7,000) individual; three thousand dollars (\$3,000) group.

3. The Professional Development Fund will be administered and requests reviewed/ approved by a County/Union Committee consisting of three (3) persons having equal status: one designated by the County, one designated by the Union, and a third party agreeable to both the County and the Union. Decisions and actions of the Committee shall be by majority vote. They will meet at least weekly, if required, on a regularly scheduled basis. They will jointly develop the procedures and forms necessary for operation of the program as described herein, and revise them as necessary.

b) Individual

1. Funded on a matching basis: fifty percent (50%) by the employee and fifty percent (50%) by the County, up to a maximum County contribution of eight hundred dollars (\$800.00) for any individual per fiscal year and subject to the other limitations set forth herein.

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2. The requested expenditure must relate to the employee's job or one to which he or she could reasonably aspire within County service.
 3. Requests will be processed on a "first come, first served" basis, but priority will be given to first requests by an individual for the current year.
 4. At least five (5) working days must be allowed for prior approval and ten (10) working days for a cash advance (if appropriate) in the amount of the estimated County contribution.
 5. Allowable expenses shall include but not be limited to: conference and seminar registration fees; Licensed Clinical Social Worker initial exam fee, Licensed Clinical Social Worker renewal fee; tuition not reimbursed under the tuition reimbursement program; books and materials required for a conference, seminar or course; expenses for travel out of the county to attend a conference, seminar or course, including transportation, meals, lodging, car rental, etc., per County reimbursement policy, procedures and schedules. An itemized statement of expenses shall be submitted by the employee for reimbursement or accounting as the case may be.
- c) **Group**
1. Funded on a matching basis: twenty-five percent (25%) by the participating employees and/or the Union, and seventy-five percent (75%) by the County.
 2. The Union will plan and budget group programs for review and approval by the County/Union Committee. Each proposed program will be considered separately on its own merits.
 3. The Union will administer the approved programs, making all the necessary arrangements, etc.
 4. Release time will be provided for such programs.

I.10 – Grievance Procedure-Union hold to 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

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of employees, 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.

1.10.1 – Grievance Defined
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 an employee's personal rights (i.e., discrimination, harassment) affecting the working conditions of the employees covered by this Agreement, except as excluded under Section 18 19.1(b) of the Master Agreement.

b) Matters Excluded From Consideration Under the Grievance Procedure

1. Disciplinary actions taken under Section 708 of the County Charter.
2. Probationary release of employees.
3. Position classification.
4. Workload/Caseload, except as provided in Article 7.
5. Merit System Examinations.
6. Items requiring capital expenditure.
7. Items within the scope of representation and subject to the meet and confer process.

1.10.2 – Grievance Presentation

Employees 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 employees, 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 employees represented by the Union without notification to and consultation with the Union.

1.10.3 – Procedural Compliance

Union grievances shall comply with all foregoing provisions and procedures. The County shall not be required to reconsider a grievance

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previously settled with an employee 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.

I.10.4 – Notice/Time Limits

Notices shall be considered given/presented when deposited in the U.S. Mail and addressed to the last known address or when personally delivered. 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 move to the next step.

I.10.5 – Informal Resolution

It is agreed that employees will be encouraged to act promptly through informal discussion with their immediate supervisor on any act, condition or circumstance which is causing employee dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance. A meeting should normally take place if it is agreed by the parties that such meeting would assist in clarifying or resolving the grievance. The employee may be accompanied by his/her 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.

I.10.6 – Formal Grievance

a) **Step One**

Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing 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,

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7. The name of any person or representative chosen by the employee to enter the grievance.

The County shall respond in writing within fifteen (15) working days of receipt of the grievance. A copy of the decision shall be sent to the person identified in (7) above and the grievant(s). A copy shall be sent to the Union and this copy shall dictate time limits. At this step, a meeting shall be held prior to the County's response upon request of either party.

Step Two
If the aggrieved continues to be dissatisfied, he/she may, within fifteen (15) working days after receipt of the first step decision, present to the County Executive's designated representative a written request that the grievance be referred to an impartial arbitrator.

The County shall request a list of seven arbitrators from the State Mediation and Conciliation Service within five (5) working days of receipt of the request for arbitration.

Step Three – Pre-Arbitration Meeting
Prior to grievances being arbitrated, they shall be reviewed by Union and Management at a Pre-Arbitration Meeting.

The parties will review all pertinent information and attempt to reach a settlement.

1.10.7 – Arbitration

a) All grievances unresolved at the Pre-Arbitration Meeting shall be heard by an arbitrator.

b) The County and the Union shall select the arbitrator by mutual agreement or by each side striking one name from a list of seven (7) provided by the State Mediation and Conciliation Service. The arbitrator shall be advised that the arbitration will be conducted according to the following rules and agree to abide by them:

1. Arbitration proceedings shall be reported at the request of either party and the court reporter's fee will be shared equally by the parties. If a transcript is ordered by the arbitrator and/or both parties, the cost will be shared equally. If only one party orders a transcript, that party shall pay for it.

2. The parties shall generally be represented by staff

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advocates, unless either party requests that attorneys be utilized. Staff advocates shall present their cases in accordance with standard rules of evidence and accepted arbitrable conduct.

3. 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 or requested by the arbitrator.
4. The arbitrator shall render his or her decision in writing within thirty (30) days after each party has presented and summarized its case.
5. The arbitrator shall be paid a flat fee for each day of hearings, regardless of the number of cases argued during that day's hearing.

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 employee or the Union and the County, provided employee grievances shall be arbitrable only at the expressed request of the employee involved, and with the concurrence of the Union, unless the grievance is deemed a Union or group grievance prior to submission to step two. Decisions of the arbitrator shall be final and binding.

1.10.8 – Arbitration Release Time

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

