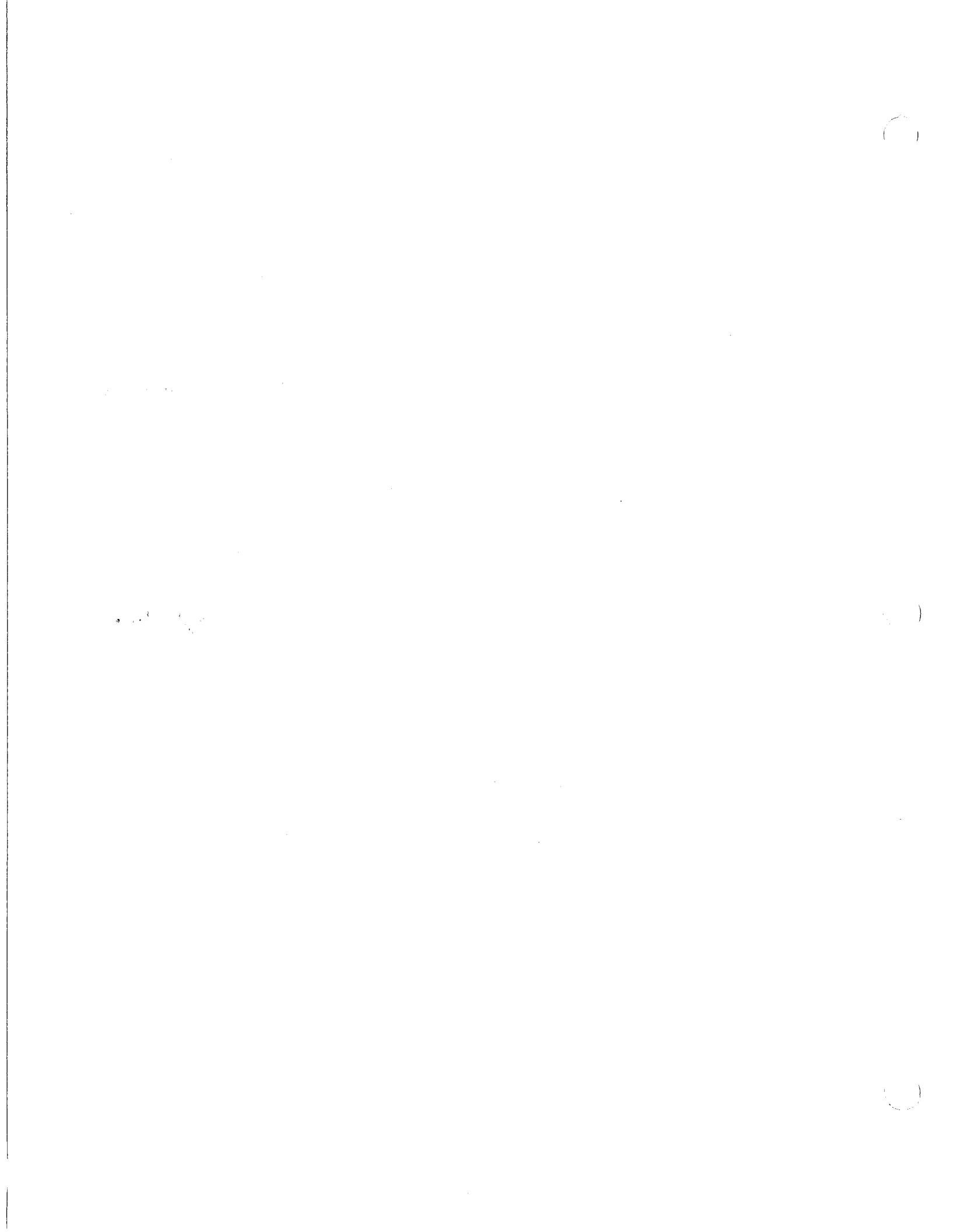


Negotiations between Service Employee International Union, Local 521 and
County of Santa Clara
Master Table

DATE: April 14, 2023
TIME: 11:52 AM

ARTICLE 3	UNION SECURITY	SEE ATTACHED
ARTICLE 4	OFFICIAL REPRESENTATIVES, STEWARDS AND NEGOTIATING COMMITTEE	SEE ATTACHED
ARTICLE 6	PERSONNEL ACTION	SEE ATTACHED
ARTICLE 7	PAY PRACTICES	OPEN SEE ATTACHED
ARTICLE 8	HOURS OF WORK, OVERTIME, PREMIUM PAY	SEE ATTACHED
ARTICLE 9.3	SAFETY SHOES	SEE ATTACHED
ARTICLE 10	HOLIDAYS	SEE ATTACHED
ARTICLE 12	LEAVE PROVISIONS	SEE ATTACHED OPEN
ARTICLE 13	BENEFIT PROGRAMS	OPEN o/c CL
ARTICLE 20	CLASSIFICATION	OPEN
	TERM OF AGREEMENT	OPEN
	APPENDIX A – SALARY SCHEDULE <i>↳ add PERSO classifications</i>	Open
	APPENDIX K – CONTRACTING OUT	SEE ATTACHED
	APPENDIX L – EXTRA HELP AND INTERMITTENT WORKERS	SEE ATTACHED
	APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES	SEE ATTACHED

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.



APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

MASTER UNION PROPOSAL – 4/14/23 @ 12:37P

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

APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

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. Extension(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, ~~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

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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 shall meet quarterly during the term of the agreement for the purpose of reviewing use of personnel service contracts and 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:

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APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

- 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 Intermittent Workers) must have an average of 60

APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

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, Vision and Dental after 520 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 (13 pay periods) of eligibility of enrollment in the Valley Health Plan, Vision and Dental, the Worker is eligible for 50% subsidy of "worker only" premium

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APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

by the County,

b) During the second year (26 pay periods) of eligibility of enrollment in the Valley Health Plan, Vision and Dental, the Worker is eligible for 75% subsidy of “worker only” premium by the county,

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c) During the third year (39 pay periods) of eligibility of enrollment in the Valley Health Plan, Vision and Dental, the Worker is eligible for 100% “worker only” premium contribution by the County or 50% subsidy of family coverage.

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d) During the fourth year (52 pay periods) of eligibility of enrollment in the Valley Health Plan, Vision and Dental, the Worker is eligible for 75% subsidy of family coverage.

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e) During the fifth year (65 pay periods) of eligibility of enrollment in the Valley Health Plan, Vision and Dental, the Worker is eligible for 100% family coverage premium payment by the County.

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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.

APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

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.

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.

3. Pathway to Permanency:

The parties recognize that the overreliance on extra-help employees to fill permanent positions is neither the intent of the parties nor is it in their best interest. Therefore, the parties will endeavor to reduce the number of positions filled by extra-help employees and The County shall prioritize and expedite the hiring of eligible Extra Help into permanent coded positions by at least 25% (375 positions) in the below-listed jobs by June 25, 2024. (i.e. if 500 permanent positions in the below-listed jobs are filled

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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:

¶ Identify and increase the number of classes for continuous recruitment;

¶ Screen all applications within five (5) working days of recruitment closing;

¶ 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;

¶ 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.

¶ The County and the Union shall meet annually to review and evaluate the effectiveness of the identified streamlining methods.

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APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

by extra-help employees on April 14, 2023, then the goal will have been met if there are 375 permanent positions in the below-listed jobs filled by extra-help employees and at least 125 more permanent positions filled by permanent employees on June 25, 2024) and the total number of positions in those categories filled by permanent employees and extra-help combined on June 25, 2024 is no less than the total number of such positions filled by permanent and extra-help employees on April 14, 2023.

The parties agree to apply good faith efforts in order to achieve this goal by all available means including the implementation of the terms of this section.

If the goal above is not met, the union may reopen only this Appendix L for the purpose of bargaining with respect to issues related to the reduction in the reliance on extra help employees at any time on or after July 1, 2024 unless and until the above-stated goal is met.

The below extra-help classifications are the affected Classifications that shall be prioritized and expedited for moving Extra Help workers into permanent positions:

County-wide Classifications	HHS Specific Classifications
Food Service Worker Series and Food Service Workers Corrections	Health Information Clerk I
Janitor	Health Services Representative Series
Office Specialist Series	Coder
Library Page	Medical Assistant
Rehabilitation Counselor	Diagnostic Imaging Technologist Series
Patient Business Services Clerk Series	Mental Health Worker
Community Worker	Pharmacy Technician/Pharmacy Assistant
Librarian	Medical Unit Clerk
Animal Services Assistant	Health Information Clerk II
Probation Counselor	Patient Transporter
Senior Child Support Officer	Licensed Vocational Nurse
Clinical Dietitian Series	Respiratory Care Practitioner
Materials Supply Handler	Sterile Processing Technician

- Deleted:** 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.¶
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- Deleted:** as well as expedite the hiring of coded classifications with the necessary skill sets for specific jobs, thus reducing training time. Below
- Deleted:** I
- Deleted:** II
- Deleted:** Hospital Services Assistant II
- Deleted:** Office Specialist III
- Deleted:** Stock Clerk
- Deleted:** Medical Laboratory Assistant II
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- The following ten classifications are those agreed to be added to the Program:¶
- ¶
- County-wide / Department Specific Classification ... [1]
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D. Extra help workers hired in the designated eligible coded classifications, shall be required to have a passing score on oral interviews allowed under Merit System Rule A25-140 and A25-141. Those workers failing to achieve a qualifying score (70%)

APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

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 60 days of agreement under the provisions of Section 7 of this Appendix to commence a path to permanency for extra help employees to achieve employment in coded positions.

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

1. 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.

2. Part Year Codes

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.

APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

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.

3. **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.

APPENDIX L – EXTRA HELP AND INTERMITTANT WORKERS

- 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.

4. **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.

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Department/Agency Meetings:¶

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.¶

¶

Create a centralized oversight committee to meet 4 times per year to ensure that progress is made on pathways to permanency and to monitor usage.

@ 12:17P

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

Section 8.1 – Hours of Work

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

Section 8.2 – Overtime Work

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

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

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

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

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

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

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

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

When overtime work is assigned and is authorized by an appointing authority to be worked, compensation for such time worked shall be time off with pay computed at the rate of one and one-half (1-1/2) hours off for every hour of overtime worked, except that such overtime work shall be paid in cash at the rate of one and one-half (1-1/2) times the regular hourly rate or holiday hourly rate, as applicable, when specifically authorized by administrative order of the County Executive.

Compensation for such time worked beyond twelve (12) hours shall be paid either as time off with pay computed at the rate of two (2) hours off for every hour of overtime worked, or paid in cash at the rate of two (2) times the regular or holiday hourly rate, at the employee's option; when specifically authorized by the administrative order of the County Executive. Compensatory time off accruals/balance shall be limited to a maximum of two hundred and forty (240) hours or four hundred and eighty (480) hours for Communication Dispatcher I, II, III, ~~IV~~ Call Taker and Senior Communications Dispatcher.

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

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

When overtime work is assigned and is authorized by an appointing authority to be worked, compensation for such time worked shall be time off with pay

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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. All compensatory time off must be taken within twelve (12) months of the date the overtime was worked, and failure to take the compensatory time off shall be deemed a waiver of the compensatory time by the worker. In the event the appointing authority does not provide compensatory time off during the mandatory time period, the worker may take compensatory time off as a matter of right immediately before the end of the pay period in which the compensatory time would be lost. In the event the worker is not approved to take compensatory time, the worker shall be paid the compensatory time that would be lost at the corresponding pay period. Compensatory time balances shall be paid in cash on separation. A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation for overtime where compensatory time off is allowed,

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

f) **Distribution of Overtime**

In the absence of a departmental agreement on the subject, overtime work assignments shall be distributed among workers in the same classification and applicable work unit as equally as practicable, where volunteers exist, volunteers will be utilized first, when possible. Overtime work required beyond the regular eight (8) hour or ten (10) hour duty shift shall be offered first to the workers in the unit first and then by offering to the most senior workers, followed by less senior workers assigned to the unit, until the list by seniority is exhausted.

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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

a) **Hours of Operation**

It is recognized that unless otherwise established by agreement or practice, the regular County business hours are 8:00 a.m. to 5:00 p.m. and adequate coverage shall be maintained to assure the highest quality of service. Alternate work schedules based on eight (8) hour shifts with either one-half (1/2) hour or one (1) hour lunch periods may be established with starting and quitting times between 6:00 a.m. and 9:00 p.m.

b) **Hours Schedules**

It is understood that workers have the right to meet and confer at the department level on 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.

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

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1. **Negotiations**

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

2. **Impasse**

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

3. **Board of Supervisors**

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

Section 8.4 – Meal Periods

a) **Length**

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

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

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

manager written notice as soon as feasible.

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

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

▼ **b) Overtime Meals**

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

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

c) County Facilities

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

d) Meal Rates

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

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▼ **Section 8.5 – Rest Periods**

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

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

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Section 8.7 – On-Call Pay

a) Definition

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

b) Classifications Eligible

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

c) Rates of Pay

Workers assigned to on-call duty shall receive, in addition to their regular salary, forty-five dollars (\$45) 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.

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R78 Anesthesia Technician

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

R8B DIAGNOSTIC IMAGING TECH II – COMPUTED TOMOGRAPHY

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

R2E Magnetic Resonance Imaging Technologist

R6A Magnetic Resonance Imaging Technologist-Angio

R6C Magnetic Resonance Imaging Technologist-CT

P84 Obstetric Technician

S23 Surgical Technician

R27 Pharmacist

P40 Pharmacist Specialist

J1S Epic Pharmacy Informaticist

R15 Respiratory Care

Practitioner I

R1S Respiratory Care

Practitioner II

R54 Respiratory Therapy Inservice Coordinator

S6A ULTRASONOGRAPHER I – A

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S6B ULTRASONOGRAPHER I – B

S6C ULTRASONOGRAPHER I – C

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S9A ULTRASONOGRAPHER II – A

S9B ULTRASONOGRAPHER II – B

S9C ULTRASONOGRAPHER II – C

S9D ULTRASONOGRAPHER II - D

Y04 Medical Social Worker I

Y0E Medical Social Worker I – U

Y03 Medical Social Worker II

Y0D Medical Social Worker II-U

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

d) **Notification to Union**

Should any classification 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.

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e) **Beepers/Mobile Devices**

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

A. Call Back Pay

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

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

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

If overtime work does not immediately follow or precede the regular work shift, a minimum of four (4) hours 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. 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

a) Evening Shift Differential

An evening shift differential of three dollars and ninety-seven (\$3.97) 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, 2024, Pay Period 20/14, the evening shift differential will be increased to four dollars and thirty cents (\$ 4.30). Effective June 14, 2025, Pay Period 21/13, the evening shift differential will be increased to four dollars and sixty-three cents (\$ 4.63).

b) Night Shift Differential

A night shift differential of five dollars and six cents (\$5.06) per hour shall be paid to workers for each hour worked after 11:00 p.m. and prior to 8:00 a.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 11:00 p.m. and before 8:00 a.m. Effective June 15, 2024, Pay Period 20/14, the night shift differential will be increased to five dollars and forty-eight cents (\$5.48). Effective June 14, 2025, Pay Period 21/13, night shift differential will be increased to five dollars and ninety cents (\$5.90).

c) Weekend Shift Differential

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

d) Regularly Scheduled Shifts

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

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R78 Anesthesia Technician¶
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R88 Diagnostic Imaging Technician II¶
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S85 Licensed Vocational Nurse, when acting in lieu of S23 Operating Room Technician¶
¶
S23 Surgical Technician R27 Pharmacist¶
P40 Pharmacist Specialist¶
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R15 Respiratory Care Practitioner¶
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R54 Respiratory Therapy Inservice Coordinator
S30 Ultrasonographer ¶
S29 Ultrasonographer II¶

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e) **Overtime Shifts**

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

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

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

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.

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).

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

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

On recommendation of the appointing authority and the Director of Personnel, the County may approve payments of two hundred fifty dollars (\$250) per month to a bilingual worker whose abilities have been determined by the Director of Personnel as

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qualifying to fill positions requiring bilingual speaking and/or writing ability. Bilingual payments will be when:

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

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

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

Section 8.13 – Voluntary Reduced Work Hours Program

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

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another member of Executive Management, will arrange a meeting with the worker within five (5) days after the receipt of such a request. The worker may have a Steward assist him/her in the meeting. Every effort will be made to accommodate the worker, steward and manager when scheduling the meeting. Timelines can be extended by mutual agreement to accommodate absences. The 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.

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- 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

a) **Coverage**

Tier 1 –

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

1. Emergency Psychiatric Service
2. Main Jail
3. Elmwood
4. North County Jail

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- 5. JPD Hall (including Transportation Officers)
- 6. Psychiatric Inpatient

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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 sixty-five cents (\$1.65) 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).

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Effective June 13, 2024, Pay Period 22/13 Hazard Duty Pay will be raised by twenty-five cents (\$0.25) to one dollar and ninety cents (\$1.90).

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c) Part Time Payment

A premium of one dollar and fifty-two cents (\$1.52) per hour shall be paid to coded classifications whose regular assignment is not in a work place described in a) for only the hours assigned and worked in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holiday work, or other wage variations.

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

Effective June 13, 2024, Pay Period 22/13 Hazard Duty Pay will be raised by thirteen cents (\$0.13) to one dollar and ninety cents (\$1.90).

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d) Classifications Assigned to Elmwood

Included in the coded classifications covered by a) and b) are the following coded classifications assigned to Elmwood: Community Workers and Rehabilitation Officers; provided that if any of the foregoing is assigned for an

entire pay period to work outside Elmwood, such worker shall not receive hazard duty pay for such pay period.

- e) If the work of a coded classification covered by paragraphs a), b), and d) requires absence from a work place described in paragraph a) for less than 100% of working time during any pay period such coded classification shall receive hazard duty pay.
- f) **Termination Payment**
The hazard duty premium shall not be allowed in computing payments at the time of termination.
- g) **Safety Retirement Exclusion**
No worker covered by Safety Retirement shall receive a payment for hazard duty.

Section 8.17 – Notary Public Differential

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

Section 8.18 – Telework

a) **Telework Program**

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

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

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

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The Union shall have the right to meet and confer over any proposed changes

or development of the telework program at the Departmental/geographical level.

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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.

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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 Department's responsibility to assess the teleworking arrangement with the employee to address any change in eligibility.

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For approval to be given, an employee must meet all eligibility requirements.

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Criteria for an employee to telework include:

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- Full or part time status
-
- Classified or unclassified position
- Employee is in compliance with County merit system rules, regulations or policies, and/or department rules and policies

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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 expectations
- Employee's telework consists of the employee's regular work responsibilities, including call-back and on-call duties
- Employee's job duties allow him/her to be away from the County work site for a period of time during the work week
- Teleworking will not impede other workers from performing their job duties

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- No reduction of service to internal and external customers and clients
- Employee has access to required supplies and equipment to telework and has an acceptable workspace and environment to effectively work at home.

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

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

c)

Telework Request/Denials

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

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

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Section 3.2 – Union Deductions

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. The County shall include the membership form in the new hire packet/portal for workers.~~

Section 3.7 – New Worker Orientation

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

The Union shall be allowed a Representative at new hire orientations for new workers or departmental orientations where they are held in place of County-wide orientations including orientations at Human Resources Service Centers, ESA, HHS, and SSA. This Representative may be a Steward, Chief Steward, or union designated representative who will notify 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.

Each new employee as part of their orientation, shall be required to attend a mandatory one (1) hour session within the first half of every new employee orientation during regular work hours and onsite, within the first thirty (30) of hire. The County and the Union agree to schedule Union orientations, on a bi-weekly basis at locations determined to have equitable geographic access and limit drive times. Dates and times of the orientations may vary to accommodate the different needs of employees such as varying shifts and regularly scheduled days off. The Union shall determine the date, time and location of where they are held on the first day of the start of each pay period.

The session shall be conducted by Such Representatives designated by the Union. Each employee must sign that they attended and failure to attend will carry the same consequence as if they missed any other part of new employee orientation. The Union may conduct a one (1) hour session once per quarter for employees who were unable to attend in-person new employee orientations within the first thirty (30) calendar days of hire. ~~shall be allowed thirty (30) minutes at the beginning of the orientation to make~~

~~a presentation and answer questions of workers in classifications represented by their organization.~~ County representatives shall not be present during the Union portion of the orientation. ~~The Union may present packets to represented workers at orientation, such packets being subject to review by the County.~~ The County or Department, where appropriate, will notify the Union ten (10) business days in advance of such orientation sessions and ~~to the extent available,~~ shall include a list of expected SEIU represented employees scheduled to attend, at least two (2) business days in advance of the orientation. ~~All new workers shall be scheduled and entitled to attend new hire orientation, or Department orientation, where they are held in place of new hire orientation.~~

With the exception of the Health and Hospital and the Social Services Agency, there shall be no more than fifty (50) workers scheduled to attend each New Employee Orientation. The parties agree to schedule multiple sessions if needed.

The County shall provide the Union with electronic notification of the name, job title, department, work location, home and cell phone numbers, home address, and personal and work e-mail addresses of any newly hired employee within seven (7) days of the date of hire.

Workers shall be paid for their travel time to attend orientations. Paid travel time is in addition to the paid time for the actual orientation.

The number of stewards/leaders released for the orientation shall be based on the number of SEIU represented workers at each orientation as follows:

1-25 Workers	- 4 <u>2</u> Representatives Released
26-50 Workers	- 2 Representatives Released
51-75 Workers	- 3 Representatives
Released 76 or more Workers	- 4 Representatives
Released	

If a worker is unable to attend their scheduled orientation due to being on a hybrid schedule (remote work) and/or due to a leave (example: sick, leave of absence, vacation), such worker shall be invited and scheduled to attend by the County the next regularly scheduled orientation. The County shall be responsible for securing the room including ensuring sufficient tables and chairs are available.

Master Table Union Proposal – 4/14/23 *ej:30p*

Section 4.1 – Official Representatives

a) Meetings with Management

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

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

b) Number for Release

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

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

c) Release Time Log

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

d) Bank of Hours

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

Section 4.2 – Stewards

a) Notification of Stewards

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

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

b) **Grievance Related Release Time**

The County agrees to provide release time for:

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

c) **Grievance Related Worker Release**

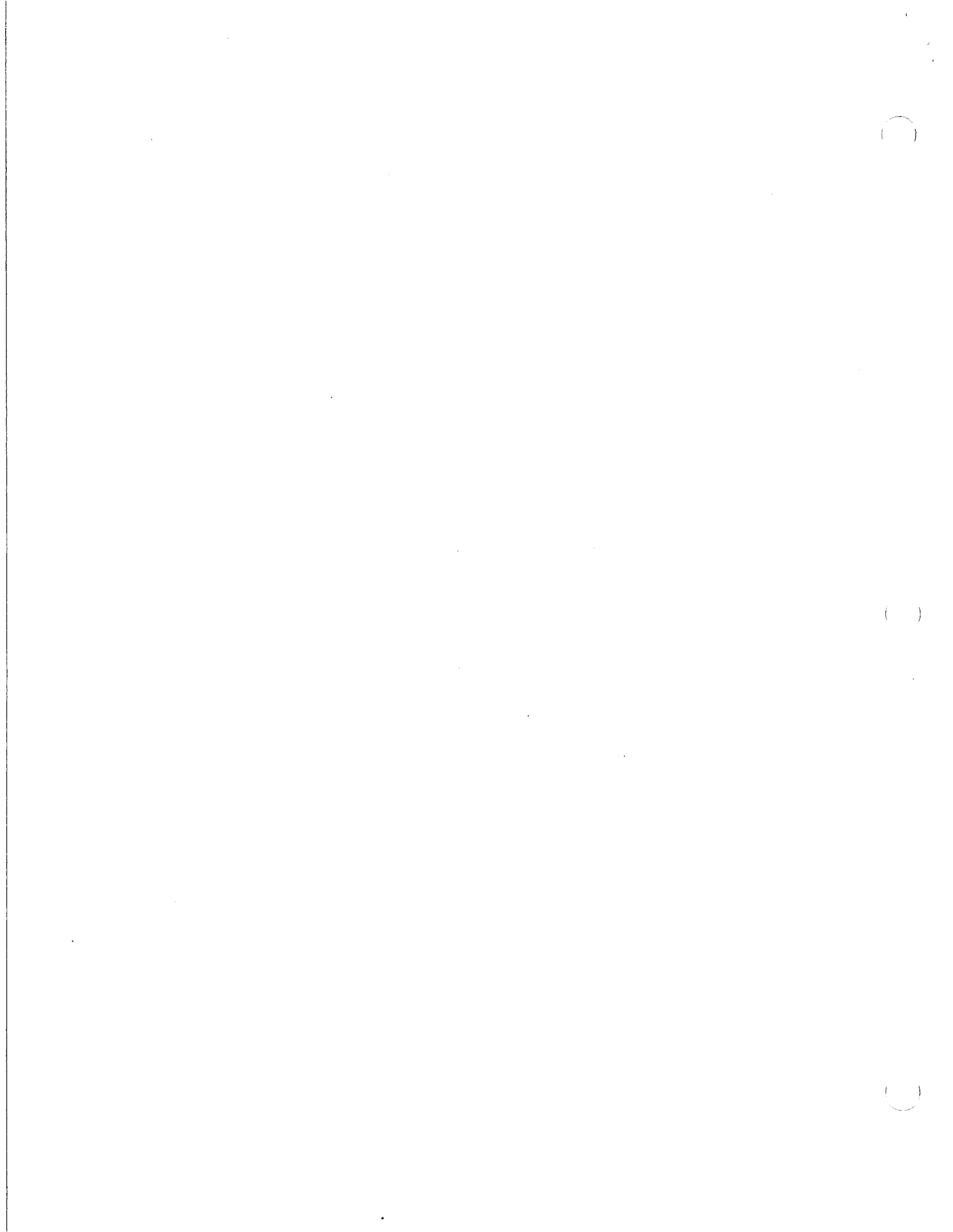
If a worker has a grievance and wishes to discuss it on County time with a designated Steward, she/he shall be allowed the opportunity within a reasonable amount of time to verify if her/his designated Steward is present and available to be seen. If the Steward is present and available, the worker shall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

d) **Grievance Investigation**

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

e) Dignity and Professionalism in the Workplace

1. The Union and the County are committed to working together to ensure a healthy and professional work environment free from emotional and psychological abuse, bullying and intimidation and to promote dignity for all workforce members.
2. The Union and the County agree to work together to develop a training program open to all managers and SEIU Local 521 represented workers through Article 12.9 (b) County Wise Classes and/or other sourced of funding designated to promote dignity, prevent and reduce intimidation and other forms of emotional and psychological abuse, bullying in the workplace and create awareness of its negative impact in the workplace.
3. Labor and Management are committed to working together to address complaints of intimidation and other forms of emotional and psychological abuse and bullying in the workplace in a timely manner.
4. The County is committed to working with the Union to develop policy to promote dignity and respect at the workplace and to prevent intimidation and other forms of emotional and psychological abuse and bullying in the workplace.



Master Table Union Proposal – 4/14/23 *e2:54*

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 Chief Steward, and shall include:

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.

- c) A worker serving a new probation in the classified service, who transferred from the same classification in the unclassified service and had grievance rights pursuant to Section 6.7, shall retain those rights while serving in the new probation period in the classified service.
- d) A worker with underlying permanent status, who is serving a subsequent probationary period, and who is released during the probationary period, shall retain the right to appeal such release to the Personnel Board and the right to return to his/her former class in accordance with Section 6.10. Such worker shall receive a ten (10) working day notice of release except where circumstances require immediate action.

Section 6.2 – Administrative Investigation

a) Employee's Rights During Administrative Investigation:

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

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

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

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

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

The County shall complete all investigations within fifteen (15) working days of County knowledge of the occurrence or the incident. Proposed Discipline, if any shall be noticed to the worker no later than thirty (30) working days of completion of the investigation.

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 fifteen (15) working days of County knowledge of the occurrence or the incident. Proposed Discipline, if any shall be noticed to the worker no later than thirty (30) working days of completion of the investigation.

Section 6.3 – Philosophy on Discipline

The intent of progressive discipline is to be corrective in nature and allows for a worker to correct behavior. Ordinarily, the County will use progressive discipline in correcting the behavior of a worker. However, the circumstances of each case dictate the appropriate progressive disciplinary response and the County reserves the right to skip one or all levels of progressive discipline in appropriate circumstances. The County and the Union agree that the level of discipline recommended for any instance of discipline should take into account the nature and seriousness of the offense as well as the employee's record in accordance with Merit System Rule A25.301 and A25.302.

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.

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

Education-Based Discipline (EBD) is offered when an employee must serve a suspension from duty as a result of some type of policy violations, but rather than serving the suspension days at home with a loss of pay, some or all of those days can be substituted for a relevant training class or classes. Participation in the program is voluntary for the employee.

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

Section 6.12 – Personnel Files

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 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 (NO CHANGE CCL)

Section 6.14 – Administrative Re-assignments/Transfers

Temporary Are-assignments/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 re-assign/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 re-assignment/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~~ thirty (30) business days prior to any ~~planned~~ Administrative Re-assignment/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. Re-assignment/Transfers necessary to comply with provisions of the Americans with Disabilities Act shall not be governed by this section.
4. Re-Assignment/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.
- 4.5. Temporary administrative Re-assignment/Transfers are limited to thirty (30) business days and thereafter workers shall be returned to their regular work location prior to any temporary assignment.

Section 6.15 – Minimum Qualification Application – NO CHANGE CCL

(New) 6.16- Promotional Transfers

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.sccgov.org and County internet (external) website at www.sccjobs.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 TABLE Union Proposal -4/14/23 @ 8:43p

PART I - COUNTY-WIDE CONTRACTING OUT

- a) The purpose of this section is to guarantee that the County does not contract out work appropriately performed by SEIU 521 bargaining unit employees, consistent with the terms of this section.
- a)b) County shall give at least forty-five (45) calendar days (except as provided in Part I e) below) prior written notice of all proposed contracts/calls for bid or contract amendment/extension to private third parties as are required to be presented to the Board of Supervisors for acceptance and/or approval where the labor estimate for same equals or exceeds \$40,000 for; (1) current work now being done by classifications represented by the Union(s); (2) new work not now being done but otherwise specifically included within job specifications of classifications represented by the Union(s); provided that excluded from this Agreement are all contracts with professionals (such as engineering, architectural, legal and medical) where the primary services contracted for will be provided by those professionals; leases, lease-backs, lease purchases or other facility agreements; and work required by law to be contracted out; and continuations of existing contracts. Contracts regularly and customarily let out to private third parties shall also be excluded; provided that for the first three (3) months of the project the County shall give notice of such contracts and meet regarding such contracts as and when requested and if the procedure works to the mutual agreement of both parties, such contracts shall thereafter be subject to the notice and meet and confer provisions of this Agreement.
- b)c) In determining whether labor estimates equal \$40,000, all individual contractors hired for a project or assignment will be considered together.
- e)d) Notice from County is to be given in writing to Union(s) by personal-delivery electronic mail or certified mail. Union(s) shall respond within five (5)- ten (10) working days from date of receipt with request to meet and confer; or Union is deemed to have waived meet and confer. Union(s) shall attempt to respond sooner, if possible. The County shall provide the Union any requested information within five (5) working days.
- d) County and Union(s) shall meet and confer for not more than twenty (20) working days within receipt of written request from Union(s). If concerns are not alleviated or agreement not reached, County may only proceed for no longer than a one (1) year agreement and continue to meet and confer monthly with the Union during that period of the limited contract to assess and bring back bargaining unit work.
- e) The Board of Supervisors may proceed without meeting and conferring if they determine circumstances justify urgency action. Reasonable advance written notice of intention to proceed on such basis shall be provided Union(s) prior to meeting of Board; provided nothing herein shall hamper the Board's lawful

APPENDIX K – CONTRACTING OUT

exercise of authority under State law in emergency situations.

- f) Workers in the affected department shall have the opportunity to identify cost reductions, program improvements, or other proposals which would address the Department's rationale for the considered contract. The parties shall also review and consider which contracts must be terminated immediately, which contract(s) will take additional time to terminate, which contract may continue (for how long and under what conditions) and how (if necessary and cost effective, including monthly costs for the contractor) to transition contract employees or positions into SEIU 521 represented positions, in accordance with Merit System Rules. This opportunity shall be afforded no later than the issuance of the call for bid or request for proposal.
- g) No SEIU 521 represented positions shall be filled by contract employees unless as provided in Appendix K.

APPENDIX K – CONTRACTING OUT

PART II - MAINTENANCE WORK CONTRACTING OUT ROADS AND AIRPORTS

- a) In accordance with the following procedures, County and Union shall review at the Roads and Airports Agency department level issuance of Notices to Proceed on Maintenance Work under Minor Engineering Contracts.
- b) Method of Notice - Notice from County is to be given in writing by personal delivery or certified mail to one person designated by the Union, or their alternate(s), not to exceed a total of three (3), with a copy to the Union.
- c) Time Limits and Meet and Confer - Notice from the County in (b) above shall be given seven (7) working days prior to the issuance of Notice to Proceed; and meet and confer, if requested, shall be completed within that time or County may proceed.
- d) Number of Union Representatives - The Union shall designate not more than a total of three (3) representatives from within the department to meet with management.
- e) Exclusions - Excluded from the above procedures are the following types of work, except that prior or concurrent notice shall be given of such work and why excluded.
 - 1. Construction work.
 - 2. Emergency work, i.e., work which cannot be handled because staff and equipment have been allocated and the work must be done post haste.
 - 3. Work to be done with equipment not owned by the Roads and Airports Agency.
- f) The following definitions apply:

Maintenance Work: Work performed to keep facilities in repair - near original condition, considering normal expectation of wear and tear.

Construction Work: Work involving additions to facilities, changes in road bed or grade, any overlay of 1 1/4" or more, new facilities, or work required by law to be let.



Master Table Union Proposal – 4/14/23

2:41pm

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
- n) Lunar New Year
 - February 10, 2024
 - January 29, 2025
 - February 17, 2026
- o) Other such holidays as may be designated by the Board of

Supervisors All previous informal time off practices are eliminated and

m)p) unauthorized.

MASTER TABLE UNION PROPOSAL – 4/14/23 ⁰²³⁹

Section 9.3 – Safety Shoes

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 I/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 (Sherriff 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's Technician (Sheriff's Office Civil and Court divisions)
Sign Shop Technician
Stationary Engineer/Senior Stationary Engineer
Stock Clerk Series
Storekeeper Series
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

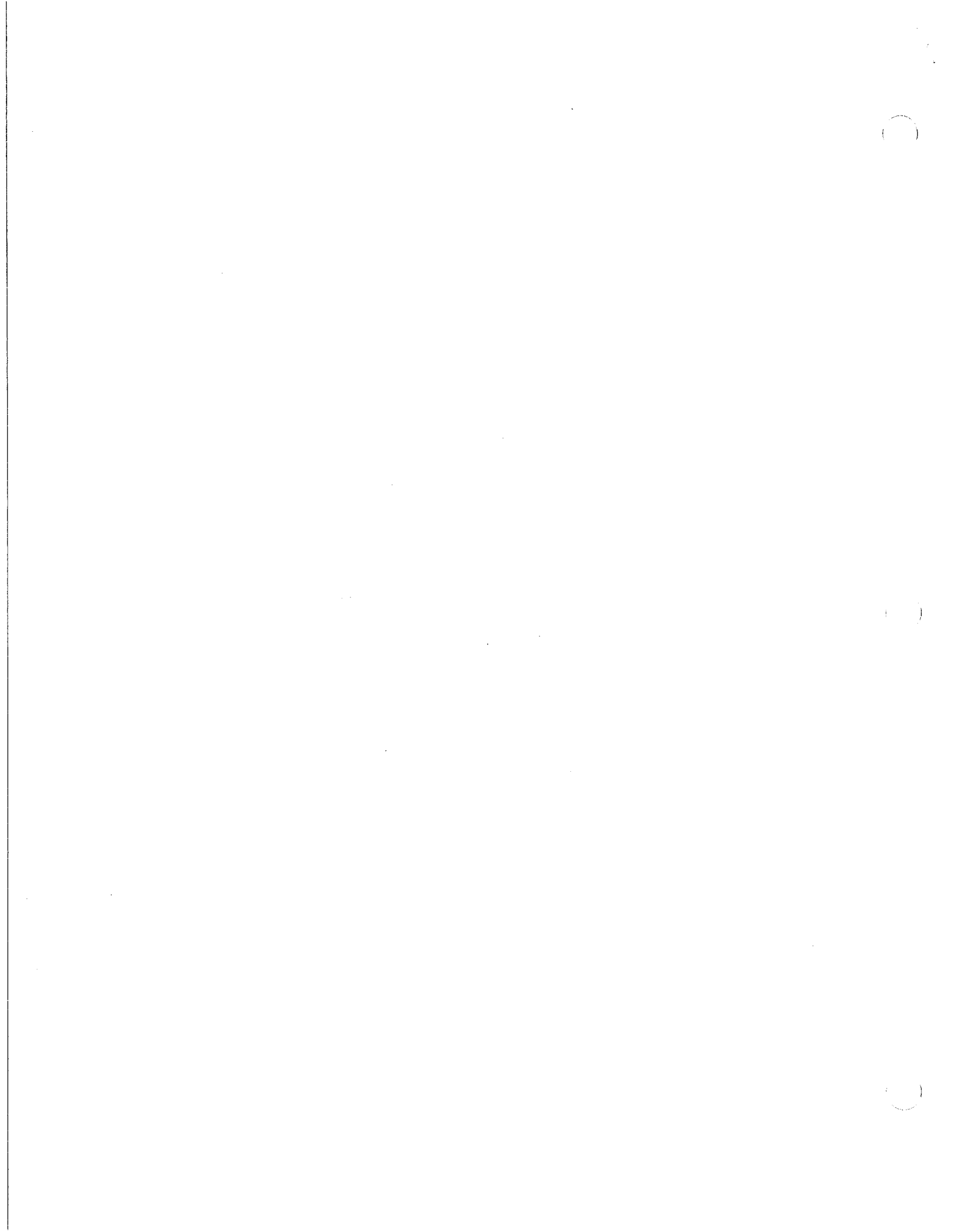
c) **Approved Safety Shoes/Mandatory Wearing Requirements**

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 PROPOSAL – 4/14/23

@ 2:45P

The following Guidelines have been mutually agreed upon in accordance with the Agreements between Santa Clara County and ~~Locals 1587, legacy Locals 535 and 715 (currently—SEIU Local 521)~~. The County-wide Joint Labor/Management Safety Committee, hereinafter referred to as the County-wide Safety Committee, as established by those Agreements, shall continue to meet in order to implement these Guidelines and to conduct an on-going review of the safety program and Departmental Joint Labor/Management Safety Committees, hereinafter referred to as the Departmental Safety Committee. Revisions or additions to these Guidelines may be made upon mutual agreement of the Union and Management representatives to the County-wide Committee.

GUIDELINES

1. Departmental Safety Officer

Each department head shall designate a Departmental Safety Officer, with concurrence of the County Director of Personnel. It is the duty of the County to make every reasonable effort to provide and maintain a safe and healthy place of employment, regardless if a leased or owned facility.

2. ~~Safety Stewards~~

The Unions shall designate ~~Safety Stewards and alternates. There shall be a Safety Steward available to each worker. The number and distribution shall be such that a Steward be~~ available to each work area or place for safety concerns. ~~Safety Stewards may also be regular Stewards.~~

3. Departmental Safety Committee

A Departmental Safety Committee shall be established in each County Department, which shall include Departmental Safety Officers and ~~Safety Stewards~~. The Unions and the department shall mutually agree on the number of representatives to the Departmental Safety Committee. Composition of the Committee shall be subject to review and approval of the County-wide Safety Committee.

4. Employee Representatives

In the event that no Union represents workers in a given work place, employee representatives shall be elected by democratic vote of non-supervisory personnel.

5. Departmental Safety Committee Structure

The structure of the Departmental Safety Committees and the frequency of meeting shall be determined by mutual agreement within each Departmental Committee. For example, in a small department a formal committee structure may not be necessary. Also, in a large, complex department, a subcommittee structure may be appropriate.

6. Departmental Safety Officer Responsibilities

APPENDIX M – GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

The Departmental Safety Officer shall ensure safe working conditions, provide and enforce adequate safety procedures, and take any steps necessary to provide and maintain a safe working environment within his/her department. The Departmental Safety Officer must be familiar with the operation of the department and informed of day-to-day developments which may affect safety of working conditions. The Departmental Safety Officer shall be responsible for implementation and enforcement of Guidelines established by the County-wide Safety Committee.

7. Release Time

~~Safety~~—Stewards shall receive paid release time from regular duties for performance of their duties as ~~Safety~~ Stewards. Examples of reasons for such release time are:

- a) Scheduled Safety Committee meetings within the department.
- b) Meetings with Management on specific health or safety problems.
- c) Scheduled Safety Training sessions and safety inspections.
- d) Accident or Hazard Report investigation and correction. Reasonable release time for investigation and correction shall be allowed.

Time off for representation should not unduly interfere with the performance of the Safety Steward's other duties as a worker or with the work flow requirements of the department.

8. Safety Inspections

Safety inspections shall be conducted of every work place as necessary by the first-line supervisor with a ~~Safety~~ Steward, when possible. A monthly inspection report shall be made and filed with the Departmental Safety Officer.

9. Hazard Report, Action, Appeals Process

- a) All workers are encouraged to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisor. Management shall make available to workers in all work locations the standard County Hazard Report forms which may be filed by any worker with their ~~ir-responsible member of supervision~~ immediate supervisor. The worker should retain a copy.
- b) Supervisor shall transfer information from Hazard Report forms to Hazard Action forms and shall submit the form to the Departmental Safety Officer, the Steward, the County-wide safety committee and the worker concerned, The -and process as follows:
 1. When corrective action is necessary, the immediate responsible supervisor shall respond within two (2) business days and state on Hazard Action forms the nature of the corrective action taken or to be taken by the responsible supervisor, specifying dates, in order to

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eliminate unsafe or unhealthy condition which may exist.

~~Within two (2) business days of the receipt of the Hazard Report, the supervisor shall submit copies of the Hazard Action form to the Departmental Safety Officer, the Safety Steward concerned, the County-wide Safety Committee and the worker concerned.~~

2. If the ~~Safety~~ Steward and/or the worker concerned are (is) not satisfied with the corrective action taken or to be taken, the matter may be appealed to the Departmental Safety Officer.
 3. Within ~~ten (10)~~ five (5) business days of receipt of Appeal, the Departmental Safety Officer shall further investigate and shall reassess and provide the ~~Safety~~ Steward and the worker concerned with a written statement (specifying dates) of action taken or to be taken.
 4. In the event that the worker concerned or the ~~Safety~~ Steward is not satisfied with the decision of the Departmental Safety Officer, the matter may be referred by any of the involved parties to the Departmental Safety Committee for decision and action.
 5. If the Departmental Safety Committee cannot agendize or satisfactorily resolve the matter within ten (10) days of receipt of appeal, it may be referred to the County-wide Safety Committee by any of the involved parties.
- c) In the event that a hazardous condition presents a clear and immediate danger to the health or safety of workers, the above time limits shall be reduced to immediate response and action.
10. **Supervisor's Report of Industrial Injury**
- a) The supervisor shall complete the Supervisor's Report of Industrial Injury on the same date he is informed of an on-the-job accident. This includes an investigation as to whether the accident was the result of an unsafe act or unsafe condition.
 - b) The copies shall be immediately dispersed according to the instructions on the form with the exception of the fourth copy (Goldenrod-Department). This copy will be given to the injured worker. A fifth, duplicated, copy shall be provided the ~~Safety~~ Steward by the Departmental Safety Officer.
 - c) If, in the opinion of the supervisor, the accident is the result of an unsafe working condition, the supervisor shall take immediate steps to correct it and complete a Hazard Action form following the procedure as outlined in Paragraph 9(b) above.
 - d) If, in the opinion of the supervisor, the accident is not the result of an unsafe

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working condition and the injured worker or ~~Safety~~-Steward disagrees, the worker or ~~Safety~~-Steward shall complete a Hazard Report form following the procedure as outlined in paragraph 9(b) above.

11. **Priority Status for Safety Work Orders**

When the Department Safety Officer states to Department of General Services-Building Operations that the item needing service is a safety hazard, the person in Building Operations receiving the request will so mark the order form. The section foreman will assign priority status to the Work Order so action begins within twenty-four (24) hours.

12. **Safety Work Procedures**

- a) The Departmental Safety Committees shall establish and periodically review by mutual agreement safety work procedures to ensure safe working practices and conditions. Safety work procedures shall be directed at specific health or safety problems, and shall be clear, simple, and precise, without being unnecessarily restrictive.
- b) Safety work procedures appropriate to each work area or place shall be posted on the bulletin board.

13. **Safety Training**

- a) The County-wide Safety Committee shall establish a Safety Training Subcommittee. This Subcommittee shall design and implement a County-wide training program for ~~Safety~~-Stewards, supervisors and non-supervisory workers, working with and through the Departmental Safety Committees, subject to the review and approval of the County-wide Safety Committee.
- b) Safety training shall be conducted on a departmental level. It shall include training in identification and correction of health and safety hazards, training in safe work practices, training in hazard report and appeal processes, training in Cal-OSHA regulations and procedures.
- c) Safety training shall be provided workers on a regular basis in each work area. A monthly written record shall be received and maintained by the Departmental Safety Committee reflecting the date, duration, and subject matter of any training provided. High hazard or injury areas may be required to conduct more frequent training sessions. Training shall be conducted at the lowest practical level of supervision.

14. **Video Display Terminal Provision**

a) **Guidelines**

Pursuant to the VDT Workstation Sideletter of the 1985-87 Contract, the County Executive's Guidelines for Purchasing and Maintenance of VDT Equipment dated July 3, 1987 has been issued to all departments.

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b) **Alternate Work for Pregnant Workers**

Although research to date has not proven that video display terminals are a health or safety hazard, in recognition of concern about potential adverse effects involving pregnancy, the County agrees to the following:

A pregnant worker assigned VDT functions may request reassignment, within her department/agency for the term of the pregnancy to non-VDT duties. The department will assess the request of the worker and may reassign, redistribute or restructure work to accommodate such request. A worker must submit a written request for the assignment to non-VDT duties. The department/agency shall not be required to make work or otherwise create positions that would not be performed in the normal course and scope of business nor to adversely affect the operation of the department/agency or work unit.

Reassignment, redistribution or restructuring of work may result in the assignment of duties outside the worker's job classification. In cases of assignments to a position in a lower classification, the worker shall be paid consistent with the lower classification and shall not continue any pay differentials unless eligibility exists in the position in the lower classification. In cases of assignments to a position in a higher classification, provisions of Section 7.5, Work Out of Classification, shall apply.

If a worker is required to work at a location other than her regular work location, all claims pursuant to Section 8.11, shall be waived.

Assignments pursuant to this Appendix shall supersede all departmental agreement assignment bidding provisions.

Any probationary worker reassigned to a different class shall not receive credit towards completion of the worker's probationary period for the period of reassignment. Credit towards completion of the probation period shall be given for time during which the worker's current classification duties have been redistributed or restructured within the same classification.

Should the worker refuse an offer of reassignment, work restructure, or work redistribution, the worker may request a personal leave of absence pursuant to Section 12.5(a), or seek, on her own, a permanent voluntary demotion or transfer. During the period of time that worker is seeking a permanent demotion or transfer or in the absence of the permanent transfer, demotion or personal leave, the worker shall continue to perform VDT duties.

If the department is not able to accommodate the request due to cost, operational impact, etc., the worker may request a personal leave of absence pursuant to Section 12.5(a) or seek on her own a permanent voluntary demotion or transfer or may seek on her own a temporary transfer

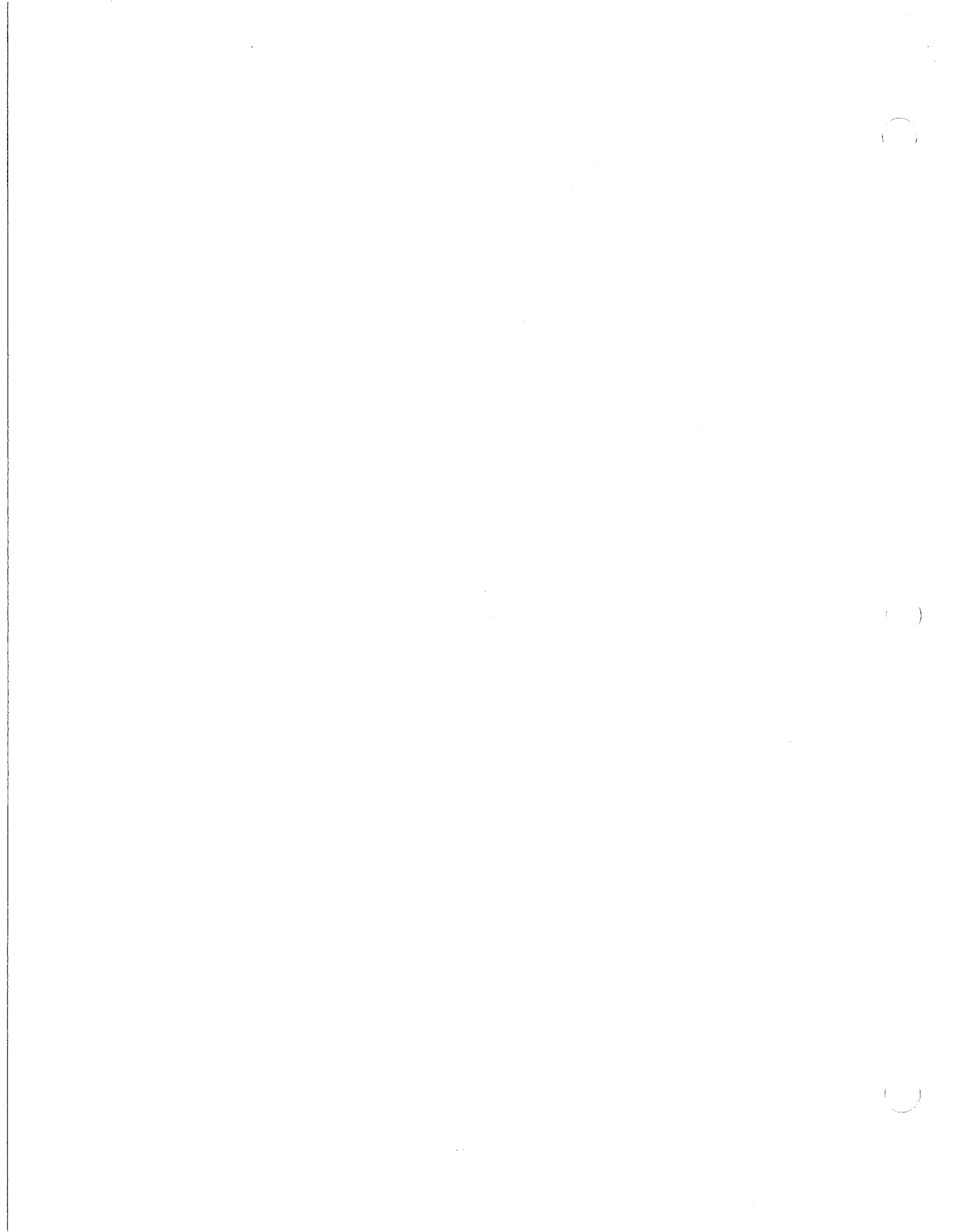
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to a permanent coded position which is vacant due to a leave of absence in another department/agency subject to the following conditions:

1. No more than seven (7) workers on a County-wide basis and no more than one (1) worker per department at any time may be temporarily transferred to a permanent coded position which is vacant due to a leave of absence outside of their department/agency.
2. The receiving department must agree to the temporary transfer.
3. Any worker seeking a temporary transfer must execute a contract and receive approval from the Office of Labor Relations. This contract will include, but not be limited to:
 - a. specific acknowledgement and waivers of layoff seniority in the department in which the vacant leave of absence position has been accepted;
 - b. waiver of bidding rights under the departmental agreement in the originating department (except those rights afforded workers on maternity leave);
 - c. waiver of bidding rights under the departmental agreement in the receiving department;
 - d. acknowledgement that should the vacant leave of absence position become unavailable, the worker shall be required to commence her leave of absence as of that date and may not return to her originating department until the conclusion of her maternity leave of absence.
4. For purposes of returning to her originating department, the worker shall be returned on the same basis as if Section 6.9 had applied.

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5. The worker who has taken a position under this provision who begins her maternity leave shall be considered on leave from her originating department.
6. The worker shall continue to perform VDT duties during the period of time that the worker is seeking a permanent demotion or transfer, or transfer to a permanent position vacant due to a leave of absence or in the absence of any transfer, demotion or personal leave.



Master Table Union Proposal –

4/14/23
@2:47pm

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, 2023⁰, Pay Period 20/14, all salaries shall be increased by ~~three~~nine percent (~~3~~9%) and shall be listed in the appendices attached hereto and made a part hereof.

Effective June 14, 2024¹, Pay Period 21/13, all salaries shall be increased by ~~three~~nine percent (~~3~~9%) and shall be listed in the appendices attached hereto and made a part hereof.

Effective June 13, 2025², Pay Period 22/13, all salaries shall be increased by ~~three~~nine percent (~~3~~9%) 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 \$2.00 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 paid status effective Pay Period 20/26 (excluding Extra Help) whose classification receives a total of less than 0.51% in realignments (inclusive of all unit realignments,~~

~~equity realignments, and any other special realignments) shall receive a lump sum bonus based on coded status of one thousand dollars (\$1,000.00) per FTE. For the purpose of this lump sum bonus, the total amount of realignments shall be computed by adding the amounts of all unit, equity, and any other realignments.~~

e)b)

Section 7.2 – Basic Pay Plan

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

a) **Step One**

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

b) **Step Two**

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

c) **Step Three**

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

d) **Step Four**

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

e) **Step Five**

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

f) **Step Six (Retention Step – excluding Communications Dispatcher II, III & Senior Communications Dispatcher)**

The sixth step shall be paid after the accumulation of ten (10) years of County Service.

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 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 5.

- 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

- 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. 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

a) **Pay**

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

b) **Application to Holiday and Sick Leave**

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

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

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

c) 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**

Cash advance by the Finance Department to cover all shortage errors over the amount of one hundred dollars (\$100) in worker's paycheck, shall be provided to workers within two (2) working days after worker's written notification of discrepancy to Finance on the Manual Salary Justification form (or any successor form) provided by the County. 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.

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 percent (6%) above the employee's base wage, when a vacancy rate 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 a high vacancy classification, the bonus shall be discontinued forthwith.

