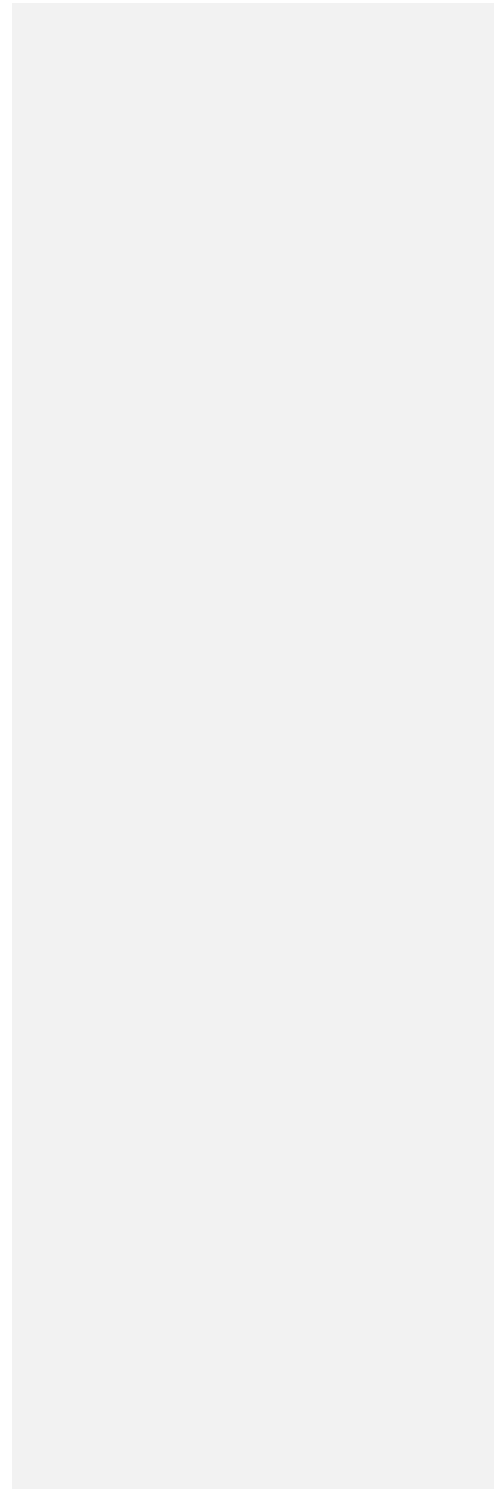


From the  
County of Santa Clara  
To the  
Service Employees International Union, Local 521  
Probation Counselor Safety Unit  
Bargaining Proposal No. 5  
May 31, 2023



The County does not agree to the Union's PCSU proposal passed on 5.26.2023 12:10am. The County offers the following counterproposal as a package proposal. The union must accept or reject the package proposal in its entirety:

1. **Salaries - CCL**

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

Job Code	Job Title
X55	Probation Assistant I
X54	Probation Assistant II
X23	Probation Counselor I
X22	Probation Counselor II

2. **Probationary Periods -CCL**

Probation Assistant I and Probation Counselor I shall serve a one year probationary period, which shall be counted as 25 complete pay periods. Probation Assistant II and Probation Counselor II shall serve a one year probationary period for initial entry into the classification; six month probationary period, which shall be counted as 13 complete pay periods, if promoted in the series after serving a one year probationary period in the Probation Assistant I or Probation Counselor I.

3. **Salary Alignments - CCL**

a) The following classifications, during the term of this Agreement, shall continue the existing alignment with the appropriate classes in the Deputy Probation Officer series, except as set forth in (c) below:

Probation Counselor I  
Probation Counselor II

b) The following classifications, during the term of this Agreement, shall continue the existing alignment with the appropriate classes in the Group Counselor series, except as set forth in (c) below:

Probation Assistant I  
Probation Assistant II

c) The 4% wage increase effective 12/23/13 through June 22, 2014 which decreases to a 2% ongoing general wage increase effective at 11:59PM on June 22, 2014, is excluded from this provision and shall not be considered as a basis for alignment adjustments under this section-

4. **Safety Retirement**

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**Classic Members:**

For Classic PERS Members (Classic Member), workers in the classifications of Probation Counselor and Probation Assistant shall remain within the Safety Retirement System; and shall refer to workers who are eligible for and placed in the 3% at 50 retirement tier. In consideration for continuing the 3% at 50 Retirement Plan, the Union agrees that each Classic Safety worker covered under this benefit shall contribute to PERS, through payroll deduction, effective on [insert effective date of MOA] an amount equal to 2% of PERS reportable gross pay. Effective July 12, 1999, the County shall pay on behalf of the worker seven percent (7%) of the actual base salary for the required worker contribution to PERS as well as an additional 0.49% which is attributable to reporting Employer Paid Member Contribution (EPMC) as special compensation. Taking into consideration the agreement between the parties as a result of the prior implementation of 2% at 55 Plan, the County is entitled to add 7.49% to the base wage for effective wage.

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In accordance with Government Code § 20636, subdivision (c)(4) of the Public Employees' Retirement Law, the County and SEIU Local 521 agree that the County shall report the EPMC as special compensation concurrent with the effective date of PERS single highest year.

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Effective Pay Period [insert effective date of MOA] and then each year thereafter on pay period XX/13, the percentage of Classic Safety workers covered under PERS Safety will be rounded to the nearest tenth of one percent (0.1%), then multiplied by 7.49%. The percentage will be rounded to two (2) decimal places and the resulting percentage will be used for the following twenty-six (26) pay periods for purposes of effective wage. (Ex: 47.5% Classic Safety workers multiplied by 7.49% is expressed as 0.475 \* 0.0749 = 0.035575 with a resulting effective wage of 3.56%.) A courtesy notice will be provided to SEIU.

**PEPRA Members:**

Pursuant to the Public Employees' Pension Reform Act (PEPRA) of 2013, effective January 1, 2013, PEPRA safety employees shall refer to those employees who are eligible for and placed in the 2.7% at age 57 retirement tier. PEPRA safety employees shall pay half of the total annual normal cost of their pension benefit. The PERS contribution rate for PEPRA safety employees shall be determined by CalPERS actuarial valuations each fiscal year pursuant to the Public Employees' Pension Reform Act of 2013. The current member contribution rate for PEPRA safety employees is 11.750%. This percentage amount may fluctuate as set forth immediately above.

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**5. Probation Assistant Lead Differential – County not in agreement w/ UP from May 26 and holds to CP May 26**

Incumbents in the classification of Probation Assistant II/I when designated assigned to perform the full range of lead duties, as provided below, at a minimum security facility shall receive a differential of two-four dollars and seventy-five cents (\$2.75 4.00) for each hour actually worked.

a) Lead duties shall include, but not limited to, the following:

- i. Oversee facility operations from 10:30pm to 6:30am;
- ii. Assigns, distributes and adjusts short-term workloads;
- iii. Resolves work-related problems within guidelines set by the supervisors, including written counseling. Leads shall not issue verbal or written counseling without supervisory approval for each occurrence. Supervisor approval shall be reflected on the documented counseling;
- iv. Keeps appraised of the progress of the work;
- v. Answers procedural and work-related questions;
- vi. Assists the supervisor in reviewing the work;
- vii. May train new workers by providing general orientation to office, instruction on specific tasks, and review of task performance;
- viii. May assist the supervisor in t/he interview process for new workers- such input shall be advisory;
- ix. Peer to peer leads within the same classification shall not issue verbal or written counseling to each other;
- x. All leads shall be trained on the principles of counseling;
- xi. Prepare and exchange shift reports;
- xii. Lead team of Probation Assistants;
- xiii. Makes work assignments;
- xiv. Maintains the security of the facility at all times; inspects windows, keeps doors locked when not in use, keeps count of all persons in custody, as required, and is constantly alert for attempts to escape;
- xv. The Lead will not issue personnel actions as outlined in Section 6.1, 6.4b, 6.5, 6.6 or 6.7 of the Master Agreement;
  - i. Leads will not conduct investigations that may lead to disciplinary action.
  - ii. Performs related work as required.

b) Workers represented in the PCSU unit are excluded from Section 20.2 Lead Worker of the Mmaster Agreement.

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**5.6. Employee Contribution Toward Retiree Medical Obligation Unfunded Liability - CCL**

Workers in the classifications of Probation Counselor and Probation Assistant shall contribute toward retiree medical obligation unfunded liability in accordance with Section 13.2 of the Master agreement.

**6.7. Workers' Compensation, Public Safety Members - CLL**

Those workers governed by the Public Safety Members provision of the Public Employees' Retirement System, when entitled to benefits under Section 4850 of the Workers' Compensation Act, shall be entitled to disability leaves of absence for a period not to exceed one (1) year as provided in the Act, without loss of salary or related benefits. When an injured worker covered by these provisions has received the maximum benefits allowed by Section 4850, he/she shall be entitled to use sick leave and vacation accruals as provided for under subsection (b) of this Article. Retirement ends the benefits listed in this Section except for the rights to receive vacation and sick leave payoffs under this Agreement.

**7.8. Equipment - County not in agreement w/ UP from May 26 and holds to CCL**

The Department will select and issue flashlights to workers. Workers shall carry department issued flashlights while on duty.

**8.9. Uniforms**

~~a. Effective Fiscal Year 2017 (July 1, 2016-June 30, 2017), a yearly uniform allowance of five hundred(\$500.00) shall be payable annually in the month of March. Departments may provide the uniform allowance through voucher process. The uniform allowance will be prorated for new hires and for any worker on an unpaid leave of absence of one or more full pay periods. Uniforms allowance shall be payable to the following classes:~~

- X55 Probation Assistant I
- X54 Probation Assistant II
- X23 Probation Counselor I
- X22 Probation Counselor II

a. Classifications in PCSU shall be subject to Section 9.1(a) of the Master Agreement.

b. Workers will be required to wear uniforms in accordance with eDepartment policy.

b. In addition to department required uniforms, uniform allowance may include the purchase of the following items:

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- Zero G-Plate belts
- Badge-Wallets
- Equipment backpacks and bags
- Rain galoshes
- Athletic Dry-Fit undershirts
- Gloves
- Fleece Sweatshirts

Workers represented in the PCSU unit are excluded from Section 9.1 Uniforms of the master agreement.

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**10. Safety Shoe Allowance**

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Workers represented by PCSU shall be able to utilize the allotted safety shoe allowance provided for in Section 9.3(a) of the Master Agreement to purchase one (1) or more pairs of County approved safety shoes from designated vendors. Workers shall not be entitled to an amount greater than the amount specified in Section 9.3(a) of the Master Agreement.

**11. Training**

Management may approve additional training beyond the 24 hours annually required by the State at its sole discretion.

**12. Labor Management Collaborative Meeting(s)**

The Department and the Union agree to establish regular labor management meetings at a mutually agreed upon schedule. Agenda items will be presented no later than 48 hours prior to the agreed upon labor management meeting. Both parties may present and discuss agenda items for consideration at the labor management meeting.

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The following side letter(s) are included for historical reference only.

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Side Letter  
between  
the  
County of Santa Clara  
&  
SEIU, Local 521  
Probation Counselor Safety Unit

**Locker Rooms**

**Upon completion of the new dorms, the County and the Union agree to meet to discuss the possible conversion of an existing space to an employee locker room(s) once the construction of the new dorms is completed.**



Side Letter  
between  
the  
County of Santa Clara  
&  
SEIU, Local 521  
Probation Counselor Safety Unit

**Departmental Agreement/Alternate Hours Agreement**

**Within 60 calendar days following ratification of the labor agreement, the County and PCSU mutually agree to open the departmental agreement identified as the “Memorandum of Agreement Between County of Santa Clara Probation Department and SEIU Local 521 Probation Counselor Safety Unit” dated May 7, 2014 and the alternate hours agreement identified as “The County of Santa Clara and SEIU Local 521 Probation Counselor Alternate Hours Agreement” dated January 20, 2009. The County and PCSU agree that the only items to be opened in the departmental agreement will be limited to “Bidding rights for Probation Assistants in Area I assignments” and “All Area II Assignments to be 2 year assignments.”**

**The County and PCSU agree that opening the alternate hours agreement will be limited to modifying the daily starting and ending times of the existing regular schedule of worker’s in the AfterCare assignment.**

**If both parties do not reach mutual agreement, the departmental agreement and the alternative hours agreement will continue as status quo.**

Side Letter  
between  
the  
County of Santa Clara  
&  
SEIU, Local 521  
Probation Counselor Safety Unit

All Staff Wednesday

**Within 60 calendar days following final ratification of the labor agreement, the County and the Union agree to meet to consider the feasibility of modifying the All Staff Wednesday Schedule. If both parties do not reach mutual agreement, All Staff Wednesday schedule will continue as status quo.**