

July 5, 2023 _____AM/PM

Negotiations between Santa Clara County and SEIU Local 521 Master Table

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Appendix J	Employee Assistance Program	See Attached
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Appendix L	Extra Help and Intermittent Workers	Union TAs to CP of June 28
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ARTICLE 8 – HOURS OF WORK, OVERTIME, PREMIUM PAY

County Counter Proposal

Section 8.1 – Hours of Work -Union TA to Section 8.1 and 8.2 on June 26

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. 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.

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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. 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 when specifically authorized by administrative order of the County Executive.

FLSA 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, ~~Call Taker, and Complaint Center Dispatcher 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.

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

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

All compensatory time off must be taken within twelve (12) months of the date the overtime was worked, and failure to take the compensatory time off shall be deemed a waiver of the compensatory time by the worker. In the event the appointing authority does not provide compensatory time off during the mandatory time period, the worker may take compensatory time off as a matter of right immediately before the end of the pay period in which the compensatory time

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would be lost. Compensatory time balances shall be paid in cash on separation. A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation for overtime where compensatory time off is allowed, if the appointing authority agrees.

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

f) **Distribution of Overtime**

In the absence of a departmental agreement on the subject, overtime work assignments shall be distributed among workers in the same classification and applicable work unit as equally as practicable, where volunteers exist, volunteers will be utilized first, when possible. Overtime work required beyond the regular eight (8) hour or ten (10) hour duty shift shall be offered first to the regular workers who normally work such assignments.

Section 8.3 – Work Schedules -CCL

a) **Hours of Operation**

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

b) **Alternate Hours Schedules**

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

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

1. **Negotiations**

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

2. **Impasse**

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

3. **Board of Supervisors**

Recommendations reached in mediation-arbitration shall be moved to the level of the Board of Supervisors and shall be promptly agendaized 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.

b) **Overtime Meals** **County Holds to June 26**

If a worker is assigned and works two (2) or more hours of overtime work at the worker's County worksite (excludes telework worksites) contiguous to his/her regular work shift or is called into the worker's County worksite (excludes telework worksites) within three (3) hours of his/her their scheduled quitting time and then works two (2) or more hours of overtime work, the County will pay a meal reimbursement of up to fourteen (\$14.00) dollars. Workers shall be provided an additional reimbursement as above for every seven (7) hour period of overtime completed thereafter. If a worker is called into the worker's County worksite (excludes telework worksites) 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 up to fourteen (\$14.00) dollars. Workers authorized meals pursuant to Section 8.4(c) or otherwise provided meals at no cost, are not eligible for meal reimbursement as outlined in this section.

The assigned overtime must be consecutive hours either before or after the workers' normal work hours and cannot be split.

Workers must provide a receipt for reimbursement up to the maximum amount.

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.

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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.

e) **Acute Care Hospital, Clinic, or Public Health Meal and Rest Periods -Union TA to County June 28 proposal**

1. Definitions

“Employee” is defined as an individual that meets all of the following requirements: (1) is employed by the County, (2) is represented by SEIU, (3) works in a covered classification (see Section 2), (4) provides direct patient care or supports direct patient care in a general acute care hospital, clinic, or public health setting, and (5) meets the definition of non-exempt employee under California law.

“Providing” a meal period or rest break is defined as the County meeting all of the following: (1) relieving the employee of all duty during the rest break/meal period, (2) relinquishing control over the employee’s activities, (3) permitting the employee a reasonable opportunity to take the rest break/meal period uninterrupted, and (4) not impeding or discouraging the employee from taking the rest break/meal period.

“Regular Rate of Pay” for the purposes of this subsection of this agreement includes adjustments to the straight time rate, reflecting, among other things, shift differentials and the per-hour value of any non-hourly compensation the employee has earned.

2. Covered Classifications

The only classifications that may meet the definition of “Employee” in Section e) 1 of this Side Letter are listed in Appendix XX.

An employee (as defined by Section 1) working in one of the classifications listed in Appendix Attachment AXX will be entitled to the meal periods and rest breaks as described in this Section and will not be entitled to meal periods and rest breaks under MOA Sections 8.4(a) and 8.5.

If an administrative or judicial decision, following exhaustion of any, and all appeal rights, holds that one or more classifications not included in this Section is subject to Labor Code section 512.1, the terms of this Section shall apply to that/those classification(s).

3. Unpaid Meal Periods

- a. An employee working more than five (5) hours during a shift will be provided one (1) unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour. An employee working in excess of ten (10) hours during a shift will be provided an additional unpaid meal period of not less than thirty (30) minutes and not more than one (1) hour.
- b. An employee working five (5) hours or less during a shift will not be provided a meal period.
- c. With advanced written Management approval, an employee may waive their right to unpaid meal periods. An employee seeking to withdraw an approved waiver must give their supervisor and manager at least two (2) weeks written notice. Management will consider the emergency needs of employees requesting to withdraw their waiver with less than two (2) weeks written notice.
- d. Within the parameters set forth in this Section, Management has the right to decide the length (e.g., thirty (30) minutes versus sixty (60) minutes) and timing (i.e., when during a shift) of a meal period.

4. Paid Rest Breaks

- a. For every four (4) hours of work during a shift an employee will be provided a paid fifteen (15) minute rest break.
- b. Within the parameters set forth in this Section, Management has the right to decide the timing of rest breaks.

5. Combined Unpaid Meal Periods and Paid Rest Breaks

- a. An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior Management approval, combine up to two (2) paid rest breaks together during that shift, for a combined, continuous paid rest break of thirty (30) minutes.
- b. An employee who is scheduled to work and works at least eight (8) hours during a shift may, with prior Management approval, combine an unpaid meal period with one (1) or two (2) of their paid rest breaks during that shift. Employees 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).
- c. Within the parameters set forth in this Section, Management has the right to decide the timing and order of the combined rest breaks and combined

meal period / rest break(s). Other than in emergency circumstances, the County will provide the Union notice and the opportunity to meet and confer regarding elimination of the combined meal period / rest periods, to the extent required by the MMBA and/or Memorandum of Agreement.

6. Monetary Remedy for Missed Unpaid Meal Period and/or Paid Rest Break

a. Subject to the limitations in this Section:

i. An employee who is not provided one (1) or more required meal period(s) required by this Side Letter will be entitled to one (1) hour of additional pay at their regular rate of pay.

ii. An employee who is not provided one (1) or more of their required rest period(s) required by this Side Letter will be entitled to one (1) hour of additional pay at their regular rate of pay.

b. The maximum monetary remedy for any workday will be two (2) one (1) hours of additional pay per one (1) continuous shift: (one hour for one (1) or more missed rest breaks and one (1) hour for one (1) or more missed meal periods).

c. A monetary remedy shall not apply where an employee chooses to work during a provided meal period or rest break.

Section 8.5 – Rest Periods -CCL

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.

Section 8.6 – Clean-up Time -CCL

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

Section 8.7 – On-Call Pay Union TA to CP dated June 26 on Rates of Pay -Union TA to Classifications on July 5

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.

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b) **Classifications Eligible**

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

c) **Rates of Pay**

Workers assigned to on-call duty shall receive, in addition to their regular salary, ~~thirty-eight-forty~~ dollars (\$~~3840~~) 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 within the same 24 hour-period when assigned to the Santa Clara Valley Health and Hospital System.

R78 Anesthesia Technician

S6A Ultrasonographer I - A

S6B Ultrasonographer I - B

S6C Ultrasonographer I - C

S9A Ultrasonographer II - A

S9B Ultrasonographer II - B

S9C Ultrasonographer II - C

S9D Ultrasonographer II - D

S9J Cardiac Sonographer I

S9H Cardiac Sonographer II

S9G Cardiac Sonographer III

R2V Associate Cardio Interventional Technologist

R2W Cardiovascular Interventional Technologist

R2X Interventional Radiology Technologist

R8D Diagnostic Imaging Technologist I – Mammography

R8G Diagnostic Imaging Technologist I - Clinical Instructor

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R8E Diagnostic Imaging Technologist I - Computed Tomography

R8F Diagnostic Imaging Technologist I - Computed Tomography and Mammography

R8C Diagnostic Imaging Technologist I - Fluoroscopy

~~R88 Diagnostic Imaging Technician II~~

R8B Diagnostic Imaging Technologist II – Computed Tomography

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

R2E Magnetic Resonance Imaging Technologist

~~R6A Magnetic Resonance Imaging Technologist-Angio~~Magnetic Resonance Imaging (MRI) Technologist - Magnetic Resonance Angiography

R6C Magnetic Resonance Imaging (MRI) Technologist - Computed Tomography

S23 Surgical Technician

R27 Pharmacist

P40 Pharmacist Specialist

J1S Epic Pharmacy Informaticist

R15 Respiratory Care Practitioner I

R1S Respiratory Care Practitioner II

R54 Respiratory Therapy ~~Inservice Coordinator~~ Services Specialist

S30 Ultrasonographer I

S29 Ultrasonographer II

Y04 Medical Social Worker I

Y0E Medical Social Worker I – U

Y03 Medical Social Worker II

Y0D Medical Social Worker II-U

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S79 Per Diem Ultrasonographer I

S98 Per Diem Ultrasonographer II

R2G Per Diem Respiratory Care Practitioner

S9K Per Diem Cardiac Sonographer II

S9L Per Diem Cardiac Sonographer III

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

d) **Notification to Union**

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

e) **Beepers**

Beepers shall be provided to all workers, who request them, when placed on on-call status.

Section 8.8 – Non-Contiguous Overtime Guarantee – County Proposes modification to CP June 26

If overtime work does not immediately follow or precede the regular work shift and the worker is required to leave home or other non-work location and return to a recognized County work location, a minimum of four (4) hours overtime shall be credited to the worker. Workers in the following classes are not eligible for the four (4) hour minimum if the worker has been called in from assigned on-call duty under 8.7(c):

R78 Anesthesia Technician

S6A Ultrasonographer I - A

S6B Ultrasonographer I - B

S6C Ultrasonographer I - C

S9A Ultrasonographer II - A

S9B Ultrasonographer II - B

S9C Ultrasonographer II - C

S9D Ultrasonographer II - D

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S9J Cardiac Sonographer I

S9H Cardiac Sonographer II

S9G Cardiac Sonographer III

R2V Associate Cardio Interventional Technologist

R2W CardioVascular Interventional Technologist

R2X Interventional Radiology Technologist

R8D Diagnostic Imaging Technologist I – Mammography

R8G Diagnostic Imaging Technologist I - Clinical Instructor

R8E Diagnostic Imaging Technologist I - Computed Tomography

R8F Diagnostic Imaging Technologist I - Computed Tomography and Mammography

R8C Diagnostic Imaging Technologist I - Fluoroscopy

R88 Diagnostic Imaging Technician II

R8B Diagnostic Imaging Technologist II – Computed Tomography

S85 Licensed Vocational Nurse, when acting in lieu of ~~S23_Operating Room Surgical~~ Technician

S23 Surgical Technician

R27 Pharmacist

P40 Pharmacist Specialist

R15 Respiratory Care Practitioner

R54 Respiratory Therapy ~~Inservice Coordinator Services Specialist~~

S30 Ultrasonographer I

S29 Ultrasonographer II

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Y04 — Medical Social Worker I

Y0E — Medical Social Worker I—U

Y03 — Medical Social Worker II

Y0D — Medical Social Worker II-U

S79 — Per Diem Ultrasonographer I

S98 — Per Diem Ultrasonographer II

R2G — Per Diem Respiratory Care Practitioner

S9K — Per Diem Cardiac Sonographer II

S9L — Per Diem Cardiac Sonographer III

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

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 who is required to return to a recognized County work location is credited with a guaranteed four (4) hour minimum under this section for each occurrence of non-contiguous overtime during a scheduled shift, except that a worker shall not be credited with an additional four (4) hour guaranteed minimum until the original four (4) hours has elapsed.

A worker who is On-Call pursuant to Section 8.7 and responds to telephone calls, or who responds to telephone calls for emergency purposes without having to leave home and return to a recognized work location shall be credited with twenty-four (24) minutes for each after-hour telephone call, or the actual time spent, whichever is greater. More than one call within the same twenty-four (24) minute window shall be considered one transaction and shall result in pay for only one twenty-four (24) minute period. The worker will keep a record of the number of calls, the length of each call, the name of the caller(s), and the purpose of each call.

Section 8.9 – Evening/Night Shift Differential -County TA 6/24

a) Evening Shift Differential

An evening shift differential of three dollars and sixty-four cents (\$3.0064) per hour shall be paid to workers for each hour worked after 2:00 p.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 5:00 p.m. ~~Effective June 15, 2020 Pay Period 20/14, the evening shift~~

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~~differential will be increased to three dollars and fourteen cents (\$3.14). Effective June 14, 2021, Pay Period 21/13, the evening shift differential will be increased to three dollars and thirty-nine cents (\$3.39). Effective June 13, 2022, Pay Period 22/13, the evening shift differential will be increased to three dollars and sixty-four cents (\$3.64).~~

b) **Night Shift Differential -County TA 6/24**

A night shift differential of four dollars ~~and ninety cents (\$4.0090)~~ per hour shall be paid to workers for each hour worked after 11:00 p.m. and prior to 7:30 a.m. if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 11:00 p.m. and before 7:30 a.m. ~~Effective June 15, 2020, Pay Period 20/14, the night shift differential will be increased to four dollars and fourteen cents (\$4.14). Effective June 14, 2021, Pay Period 21/13, night shift differential will be increased to four dollars and thirty-nine cents (\$4.39). Effective June 13, 2022, Pay Period 22/13, the night shift differential will be increased to four dollars and sixty-four cents (\$4.64).~~

c) **Regularly Scheduled Shifts**

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

d) **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. (Total hours worked is the basis used for computing eligibility for the differential.)

e) **Part-time Workers**

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

f) **Eligible Classifications**

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

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

h) 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.

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Section 8.10 – Split Shift Pay -CCL

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 -CCL

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 -CCL

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

- 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 -Modified CCL - TA

- a) The ~~County agrees to establish a~~ Voluntary Reduced Work Hours Program, is available to ~~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. If the County seeks to create a Countywide voluntary reduced work hours policy that applies to the Union, the County will: 1) provide notice of its intent to create a Countywide voluntary reduced work hours policy; and 2) upon demand by the Union, meet and confer about that Countywide voluntary reduced work hours policy. Following notice and completion of any meet and confer process following a demand by the Union, the Voluntary Reduced Work Hours program contained in this Agreement will sunset and cease by its own terms, and the Countywide policy shall apply instead.

From: SCCo To SEIU July 5, 2023

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- b) Workers may elect a two and one-half percent (2 1/2%), five percent (5%), ten percent (10%), or twenty percent (20%) reduction in pay for a commensurate amount of time off for a six (6) month period. Admission to the plan will be at six (6) month intervals - pay period 5 and pay period 18. The parties shall meet and agree upon the beginning date for the Program.
- c) All persons in the Program will revert to their former status at the end of six (6) months. If a worker transfers, promotes, demotes, terminates, or in any other way vacates or reduces his/her present code, he/she will be removed from the Program for the balance of the six (6) month period.
- d) Workers who wish to voluntarily reduce their work hours may submit a written request to their immediate supervisor within the designated window period. Supervisors must issue a written response to the worker within five (5) working days. If the request is being denied, the specific reason for denial will be included in the response. Copies of this shall be delivered by mail to the Union and the designated Chief Steward.
- e) If the worker is not satisfied with the decision, he/she may, within five (5) working days after receipt of the supervisor's response, submit a written request to the Department Director for a meeting to make a verbal appeal.
- f) It is agreed that the Department Director or his/her direct report or another member of Executive Management, will arrange a meeting with the worker within five (5) days after the receipt of such a request. The worker may have a Steward assist him/her in the meeting. Every effort will be made to accommodate the worker, steward and manager when scheduling the meeting. Timelines can be extended by mutual agreement to accommodate absences. The Department Director shall send a final decision in writing to the worker within five (5) working days of such a meeting. Copies of this decision shall be delivered by mail to the Union and the designated Chief Steward.
- g) Compensatory time shall accrue as earned and shall not be scheduled on any day considered as a County holiday. Workers may use the reduced hours time in advance of accrual and will reimburse the County for hours taken in advance of accrual upon early termination from the Program.
- h) Participation in this Program shall be by mutual agreement between the worker and the department/agency head. At no time will approval be given if it results in overtime. Restrictions by Department/Agencies within work units shall be uniformly applied.
- i) It is understood by the County that due to this Program there may be lower levels of service.

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- 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 -CCL

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 -CCL - TA

Section 8.16 – Hazard Duty Pay -Proposal June 24 - TA

a) Coverage

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

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

b) Full Time Payment

_____ A premium of one dollar and ~~twenty-five~~ fifty cents (\$1.5025) 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, holidays worked, or other wage variations. This hazard duty premium shall be included in the pay status time of

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the coded classifications described in this paragraph b). ~~Workers must physically work within the locations outlined in Section 8.16 to receive the hazard duty pay. Telework, remote work, vacation, sick, compensatory time, holiday time off, and personal leave do not qualify for the pay.~~

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

c) **Part Time Payment**

A premium of one dollar and ~~twenty-five~~ fifty cents (\$1.5025) per hour shall be paid to coded classifications whose regular assignment is not in a work place described in a) for only the hours assigned and worked in a work place described in a). This payment shall be made irrespective of classification, pay level, overtime status, holiday work, or other wage variations.

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

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

d) **Classifications Assigned to Elmwood**

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

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 8.18 – Telework – County and Union TA to CCL on June 26

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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.

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

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

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

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

Criteria for an employee to telework include:

- Full or part time status
- Permanent status (no original probationary status); others on exception basis only, subject to approval by department head
- Classified or unclassified position
- Employee is in compliance with County merit system rules, regulations or policies, and/or department rules and policies
- Demonstrated job performance to be able to work independently as determined by the immediate supervisor
- Job performance meets or exceeds expectations

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- Employee's telework consists of the employee's regular work responsibilities, including call-back and on-call duties
- Employee's job duties allow him/her to be away from the County work site for a period of time during the work week
- Teleworking does not impede other workers from performing their job duties
- No reduction of service to internal and external customers and clients
- Employee and supervisor agree in writing on a teleworking arrangement, which is approved in writing by the department head or designee.
- Employee has access to required supplies and equipment to telework and has an acceptable workspace and environment to effectively work at home.

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

- Telework Request and Approval Form is completed and approved
- Telework Agreement/Assignment Form is completed and approved
 - c) Teleworking is a management option, not an entitlement. Any telework agreement may be revoked or modified by the Department at any time for any reason. This section is not subject to the grievance procedure.

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APPENDIX J – EMPLOYEE ASSISTANCE PROGRAM

County Proposal July 5

This Agreement represents the results of meeting and conferring in good faith between the County of Santa Clara and ~~legacy Locals 715 and 535, SEIU (currently SEIU Local 521), pursuant to Article 12, Section 12.9 and Article 13, Section 4 of the current Memoranda of Agreement between the County and legacy Locals 715 and 535, (currently SEIU Local 521) respectively.~~

~~It is understood that materials/leaflets/news releases, etc., relating to this program will be developed jointly between County and the Unions.~~

~~The elements of this program are: (1) a Policy Statement, (2) a Referral Procedure, and (3) a Program Structure. Such elements are described below.~~

a) **Policy Statement**

1. The County of Santa Clara recognizes alcoholism, alcohol abuse, and other health and behavioral problems as treatable conditions.
2. A County worker having these conditions will be given the same consideration and offer of assistance presently extended to workers having any other illness.
3. The social stigma associated with alcoholism and alcohol abuse has no basis in fact. It is expected that a County-wide enlightened attitude and a realistic acceptance of these conditions will encourage workers and members of their immediate families who suspect that they have a problem, even in the early stages, to take advantage of the diagnostic, counseling and treatment services available through this the County's Employee Assistance Program (EAP or "Program").
4. The County is concerned with a worker's use of alcohol and with other health and behavioral problems ~~only when they affect his/her job performance~~.
5. It will be the responsibility of the County to ~~implement this policy, and to follow the procedures assuring~~ assure that no worker's request for assistance will jeopardize his/her job security or promotion opportunities.
6. It is recognized that, ~~for purposes of this Program,~~ supervisors do not have the qualifications or the responsibility to make any diagnosis or judgment as to whether or not a worker is an alcoholic or has any other health or behavioral health problem. Supervisors' responsibilities are limited to

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assessing job performance and initiating the corrective action appropriate to that level of job performance.

7. Employee Assistance Program records will be kept strictly confidential. Any identifying information about any worker will be given out only with the written approval of the worker.
8. County workers and members of their immediate families who suspect that they have an alcohol or other health or behavioral health problem, even in the early stages, are encouraged to seek confidential assistance by contacting the ~~designated program personnel~~ County's EAP provider or any appropriate public or private service provider.
9. Implementation of this policy will not require, or result in, any special regulations, privilege, or exemptions from the standard administration practices applicable to job performance requirements.
10. Performance problems will be handled in accordance with established County and Merit System procedures and labor-management agreements. Alcoholism, drug, or other personal problems will not be an acceptable reason for lowering job performance standards.
11. Workers who participate in counseling, diagnosis, or treatment may, at their request, use accumulated sick leave, vacation leave, and compensatory time while away from work for such a purpose. Leave of absence without pay, depending upon departmental policies and labor-management agreements, may also be used for these purposes.

A prime objective of this policy is to retain workers who may have or develop alcoholism, ~~or drug dependency,~~ and/or other health and behavioral health issues by helping them to arrest its further advance before the ~~condition-issue(s)~~ render(s) them unemployable.

~~b)~~ **Referral Procedure**

~~These procedures should be followed even when alcohol or other personal problems are obviously involved in the poor work performance. The objectives are:~~

- ~~1. To establish uniform handling of troubled workers, and~~
- ~~2. To reduce or eliminate poor work performance associated with alcohol or other personal problems.~~

~~Job performance issues should generally be resolved in the most informal way possible. Where such problems cannot be so resolved, action that you will take is~~

governed by the following procedures. It is suggested that you determine a course of action based on the observed problems by consulting with your supervisor.

~~**Step 1.** Conduct at least one informal interview where the problems are discussed with the worker and alternatives for correction are identified. The supervisor must decide what is the next step. This may include nothing if the worker refuses to admit a need for change or it may include some very intricate program involvement. The Employee Assistance Program should be offered as a source of help. Assure the worker of the confidentiality of the program and his/her involvement in it. Suggest that if the worker has any questions or doubts about the E.A.P., that he/she discusses it with his/her steward, and provide the worker with Union and E.A.P. leaflets.~~

~~A reasonable amount of time should be allowed for correction of the performance deficiencies.~~

~~Continue to monitor performance.~~

~~**Step 2.** Conduct a formal interview if there is continued poor performance. Discuss the problems and changes needed in job performance.~~

~~Establish what the outcome will be if the changes do not occur; that is, advise the worker of disciplinary proceedings which will follow should he/she not improve his/her performance. Encourage the worker to call the Employee Assistance Program and make an appointment. Re-emphasize to the worker the confidentiality of the Program and provide the worker with Union and E.A.P. leaflets. Suggest that if the worker has any questions or doubts about the E.A.P. that he/she discusses it with his/her Steward. Prepare a written report of the interview in accordance with established procedures.~~

~~Continue observation of performance, documenting changes, if any, and informally discuss such observations with worker.~~

~~**Step 3.** If job performance does not improve, conduct an additional formal interview. Carry out the disciplinary action specified in the last formal interview. Advise of further action if improvement in job performance does not occur. Again, offer referral to the Employee Assistance Program. Re-emphasize confidentiality of the Program. Suggest that the worker discuss it with his/her Steward. Prepare a written report of the interview in accordance with established procedures. Work out with worker a timetable for improvement in job performance.~~

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~~Continue observation. If no changes occur, institute discipline as appropriate.~~

~~c) **Program Structure**~~

~~The Employee Assistance Program of the County of Santa Clara will have a structure which recognizes the joint interests of Management and Labor in the carrying out of the Program and in monitoring the Program to assure success.~~

~~The structure of the Program involves two significant elements: (1) E.A.P. Coordinating Counselor and (2) E.A.P. Coordinating Committee.~~

~~The roles of each element are as follows:~~

~~1. **E.A.P. Coordinating Counselor**~~

~~Subject to general supervision and monitoring by the E.A.P. Coordinating Committee.~~

~~— Acts as a primary developer of treatment resources~~

~~— Acts as a primary liaison with treatment resources~~

~~— Coordinates training of supervisors and Stewards~~

~~— Coordinates all other aspects of the Program~~

~~— Reports to and provides information for the E.A.P. Coordinating Committee~~

~~— Acts as the primary counseling and referral agent for the Program~~

~~2. **E.A.P. Coordinating Committee**~~

~~The Employee Assistance Program Coordinating Committee would consist of one member designated by each Union desiring to do so, and a number of members designated by the County Executive, not to exceed the number of Union members.~~

~~The functions of the Coordinating Committee would be as follows:~~

~~— To monitor the overall Program~~

~~— To develop and implement evaluation procedures~~

~~— To review complaints (case problems, failures, discuss possibilities)~~

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~~— To evaluate staff performance~~

~~— To provide general program direction to the Coordinating Counselor~~

~~— To approve Steward and supervisor training program~~

~~The Coordinating Committee would meet at least monthly and more frequently as necessary. Release time would be provided for such meetings.~~

~~The Coordinating Counselor would be a full-time administrative position in the Bureau of Alcoholism Services reporting directly to the Director of Alcoholism Services, but generally supervised by the E.A.P. Coordinating Committee.~~

~~**Location** – The geographic location of the Program should be a neutral location and definitely not a Union Office, the Personnel Office or the Bureau of Alcoholism Services. In this way, some control over staff activities could be maintained. There would probably have to be a clerk responsible for making appointments for all counselors and maintaining files and records in order.~~

d) ~~**Term**~~

~~It is understood that up to ten thousand dollars (\$10,000) has been committed by County from July 12, 1999 to cover the costs of needed services as deemed necessary by the E.A.P. Coordinator in accordance with guidelines established by the E.A.P. Coordinating Committee. Such monies are to be administered by the E.A.P. Counselor and monitored by the E.A.P. Coordinating Committee. Any change in the Program must be by mutual agreement.~~

~~If the Program is not changed, it will be funded at ten thousand dollars (\$10,000) per fiscal year for the term of this Agreement.~~

If requested by the Union, the parties will meet within fifteen (15) working days after adoption of a successor Memorandum of Agreement by the Board of Supervisors to address any impacts, issues, and opportunities to improve quality services to staff under the County's external EAP service provider contract.

Union TA to delete July 5
Side Letter on Educational Leave Support Program Committee
October 15, 2019

~~Work-School Educational Leave Support Program~~

~~The County and the Union shall establish a committee to meet to explore ideas and options regarding career development. The committee shall consist of up to eight (8) workers from SEIU 521, along with representatives from the County. The committee shall explore the possibility of career commitment in exchange for educational opportunities that promote investment in workforce training and/or creates career paths for County workers. The committee shall be established no later than one hundred and eighty (180) days from the ratification of this agreement by the Union and adoption by the County. The County is not obligated to implement any recommendation from the committee.~~

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~~Side Letter Agreement between the County of Santa Clara
And
SEIU Local 521
Regarding Classification and Staffing (including Vacancies)~~

~~The Union and County agree to repurpose the current ESA Monthly SEIU Classification meeting into a Joint Committee in order to provide formal opportunities to discuss the hiring processes related to SEIU Classifications and to develop recommendations for consideration by the County. The Joint Committee shall function in the following manner:~~

- ~~1) Review current classifications and staffing and identify possible issues and potential solutions, which could among other things include streamlining of hiring processes and timely and efficient reduction of vacancies. The Union and the County recognize that while the Joint Committee itself will not have the authority to implement its recommendations, the Union and County can and will use good faith efforts to implement those recommendations that are mutually agreed upon by the Joint Committee, in compliance with all applicable laws, rules, and regulations.~~
- ~~2) Meet to develop specific recommendations using the following process:
 - ~~a. The Joint Committee shall meet monthly beginning in January 2020 or upon adoption of the successor MOU, whichever is later. The Joint Committee will continue to meet during the life of that successor MOU which expires on XX.
 - ~~i. The Joint Committee shall be composed of ten (10) members, five (5) representing the Union and five (5) representing the County. The Union's Joint Committee members may include the Chapter President, the Chief Elected Officer or his/her designee, and one additional Union staff person and two additional represented County employees to be named by the Union. The County's Joint Committee members may include the Director of the Employee Services Agency or his/her designee, the County Executive or his/her designee and three (3) additional County representatives to be named by the County.
 - ~~1. The Chairpersonship of the meetings should alternate between the Union and County and the roles shall be limited to conducting an orderly meeting.~~~~
 - ~~ii. Meetings shall be conducted in a County facility or at the Union office and shall alternate whenever possible. Meetings shall begin at a time agreed upon by the Union and the County. At the first meeting, a specific day and time shall be selected for future~~~~~~

~~meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.~~

~~iii. Agenda and Reporting~~

- ~~1. The Joint Committee shall prepare an agenda for the meeting and shall distribute it to all members at least two working days prior to the meeting.~~
- ~~2. The agenda may include topics such as:
 - ~~a. Classification Work (including Classification Studies, Administrative Specification Revisions, Salary Review, Specification Abolishment Project)~~
 - ~~b. Use of Overtime~~
 - ~~c. Use of Extra Help~~
 - ~~d. Recruitment Posting Requirements (Departmental Agreements, Contract Requirements, Merit System Rules)~~
 - ~~e. Career advancement tools available to employees (ESA website content, transfer band calculator, transfer opportunity calculator)~~~~
- ~~3. Discussions will be documented as they are discussed and drafts of the minutes of meetings will be jointly refined by one designated representative from the Union and one designated representative from the County.~~
- ~~4. Topics not on meeting agenda may be discussed in the current meeting by mutual agreement or can be placed on the following meeting's agenda. The agenda for the next meeting(s) shall be developed during the previous meeting. The agenda shall include a brief description of each item to be discussed.~~

- ~~b. The Joint Committee shall be provided with relevant data in order to develop an understanding of the County's hiring system and to consider recommendations for improvement.~~
- ~~c. Meetings of the Joint Committee shall not be considered "meet and confer" and shall not modify any current MOU's or Departmental Agreements.~~
- ~~d. The Joint Committee shall not have authority to direct County staff or Union members.~~

~~On July 1, 2020, and quarterly thereafter the Joint Committee shall report to the County's Director of the Employee Services Agency, the County Executive and Chief Operating Officer, and the Union's Chief Elected Officer on its recommendations and their possible implementation. Decisions about Joint Committee recommendations shall not be grievable, appealable, or reviewable by any other individual or agency.~~

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Union TA to CP July 2

Side letter on Pre-Bid Transfer Preference Programs -County Amends June 28 Proposal

- 1) Within sixty (60) days after the ratification of this agreement, the parties will begin to meet and confer to identify mutually agreeable modifications to the Memorandum of Agreement that will facilitate the process of making to evaluate the viability of a “pre-bid transfer preference” system available for as many workers as possible so that they may that allows workers to indicate their preferences for transfer opportunities in advance, with the goal being and so as to avoid the delays associated with posting periods for positions covered by pre-bid provisions.
- 2) As part of these discussions, the County will facilitate the participation of necessary technical and labor relations staff and/or individuals, as needed, whose input would be required to meaningfully evaluate the viability of a “pre-bid transfer preference” system, develop such as an on-line system patterned after those used by other employers and their unions, such as the one that has been implemented by PG&E and IBEW Local 1245.
- 3) In these discussions, the parties will also consider evaluate the proposal made by the County in the negotiations for this MOA for a pilot program in the Clerical bargaining unit related to the transfer process. If the parties reach agreement on the provisions for a pilot program in the Clerical bargaining unit, it shall be implemented on a mutually agreed upon date on or after October 1, 2023.
- 4) The parties will continue to meet with the objective of identifying any other SEIU-represented bargaining units where similar pilot programs would may be adopted by mutual agreement on or after January 1, 2024.

The union reserves Both parties reserve the right to return from a pilot program to pre-existing contract language with regard to transfer policies practices upon 30-days notice without any obligation to meet and confer about the decision or effects, in the event that either party finds the implementation of a mutually agreed upon pilot programs is deemed to be unsatisfactory by the union.

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