

AGREEMENT

Between

COUNTY OF SANTA CLARA

And

LOCAL 715 (SANTA CLARA COUNTY CHAPTER)
affiliated with SERVICE EMPLOYEES
INTERNATIONAL UNION

June 19, 2006 - June 14, 2009

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PREAMBLE

This Memorandum of Agreement is entered into by the County of Santa Clara (hereinafter referred to as the County) and SEIU Local 715 (Santa Clara County Chapter), Service Employees International Union, (hereinafter referred to as the Union). This Memorandum of Agreement incorporates by this reference all appendices attached.

ARTICLE 1 - RECOGNITION

The County recognizes SEIU Local 715 (Santa Clara Chapter) as exclusive bargaining representative for all classified and unclassified workers in coded and uncoded classifications within the following bargaining units:

- Clerical
- Administrative, Professional and Technical
- Blue Collar
- Public Health Nursing

In addition, the County recognizes SEIU Local 715 (Santa Clara County Chapter) as exclusive bargaining representative for all classified and unclassified workers in coded classifications in the Environmental Health Unit.

For the purpose of this Agreement, a worker shall be defined as a person employed in a coded classification in a bargaining unit covered by this Agreement, and also as a person employed in an uncoded classification in the Clerical; Administrative, Professional and Technical; Blue Collar; and, Public Health Nursing Units.

ARTICLE 2 - NO DISCRIMINATION

Section 2.1 - Employment

Neither the County nor the Union shall discriminate (except as allowed by law) against workers because of race, age, sex, color, disability, creed, national origin, religion, Union activity, affiliations, political opinions, or sexual orientation.

Section 2.2 - Union Affiliation

Neither the County, nor the Union, shall interfere with, intimidate, restrain, coerce or discriminate against any worker in his/her free choice to participate or join or refuse to participate or join the Union.

Section 2.3 - Affirmative Action

The County and the Union agree to cooperate to achieve equitable representation of women, minorities, and disabled at all occupational levels designated by Federal, State and County Affirmative Action goals and timetables as adopted by the Board of Supervisors.

Section 2.4 - Americans with Disabilities Act

The parties agree to meet as needed to review compliance with the Americans with Disabilities Act.

ARTICLE 3 - UNION SECURITY

Section 3.1 - Relationship Affirmation

The Union recognizes its obligation to cooperate with the County to assure maximum service of the highest quality and efficiency to the citizens of Santa Clara County, consonant with its obligations to the workers it represents. County and Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

Section 3.2 - Agency Shop

a) **Condition of Employment**

All workers in the unit(s) who have authorized Union dues, agency fee, or charity fee deduction which is in effect on the effective date of this Agreement shall have such deduction continued. All workers in the unit(s) who have an involuntary agency fee deduction in effect on the effective date of this Agreement shall have the involuntary agency fee deduction continued.

As a condition of employment, all new workers who become covered by this contract on or after the effective date of the Agreement shall at the time of hire into a classification covered by this bargaining unit execute an authorization for the payroll deduction of one of the following: (1) union dues, (2) an agency fee, or (3) if he/she qualifies, a charity fee equal to the agency fee to one of the negotiated funds that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

b) **Charity Fee Deduction**

To qualify for deduction of the charity fee, the worker must certify to the Union and County that he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. Such exempt unit member will be required to submit to the Union and County a notarized letter signed by an official of the bona fide religion, body or sect certifying that person's membership. The deduction shall not be forwarded to the charity until the Union has approved of the exemption. The Union will receive from the County quarterly proof of payment of an amount equivalent to such representation fee to one of the negotiated funds or organizations agreed to for alternative payment.

c) **Involuntary Deduction**

If any currently employed worker fails to authorize one of the above deductions at the time of entry into a classification covered by this bargaining unit, the County shall involuntarily deduct the agency fee from the worker's paychecks beginning with the pay period following entry into the unit.

d) **Forfeiture of Deduction**

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of union dues,

agency fee or charity fee required by this Article, no such deduction shall be made for the current pay period.

e) **Financial Documentation**

The Union shall within sixty (60) days after the end of each fiscal year provide the County with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5.

f) **Reinstatement**

Upon the reinstatement of any worker, or upon the recalling of any worker from layoff status, the County will resume or initiate dues, agency fee, or charity fee deduction for such unit member in accordance with Section 3.2(c) of this Article.

g) **Petition and Election**

If a petition is filed with the County which requests an election rescinding agency shop and such petition contains the signatures of at least thirty percent (30%) of the workers in a unit(s) an election will be held. Such election may only be held once during the term of this agreement. The verification of the petition and the election shall be conducted by State Conciliation Service. Voting shall be by secret ballot and the majority vote of all workers covered by the unit(s) shall control.

h) **No Fault**

The Union agrees to indemnify, defend, and hold the County harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Article.

i) **Fair Representation**

It is recognized that the Union, as the exclusive representative of all unit employees, is required to represent all unit employees fairly and equally without regard to Union membership or non-membership or their assertion of rights under this Memorandum of Understanding or law.

Section 3.3 - Other Deductions

The County shall deduct other deductions for insurance programs from paychecks of workers under reasonable procedures prescribed by the County for such deductions which may include workers not within recognized bargaining units of the Union in accordance with procedures that may be established between the parties.

Section 3.4 - Union Notices and Activities a)

Bulletin Boards

The Union, where it represents workers of a County Department, shall be provided by that Department use of adequate and accessible space on bulletin boards for communications.

Distribution

The Union may distribute material to workers in its representation units through normal channels.

Visits by Worksite Organizers

Union Worksite Organizers shall give notice to the department head or his/her designated representative when prior to entering departmental facilities to visit other than public areas. The Worksite Organizer shall be allowed reasonable contact with workers on County facilities provided such contact does not interfere with the worker's work is during the worker's rest period, meal period or outside the worker's work hours. Solicitation for membership or other internal worker organization business shall not be conducted during work time. Prearrangement for routine contact may be made on an annual basis.

For this purpose, rest periods are not work time.

Facilities

County buildings and other facilities shall be made available for use by the Union or their Representatives in accordance with administrative procedures governing such use.

Names and Addresses of Covered Workers

The County shall supply the Union with a biweekly data processing run of names and addresses and classifications of work of all workers within the representation units. Such list shall be supplied without cost to the Union. Addresses shall not be supplied of those workers who request the County in writing to not provide such information. A copy of such request shall be forwarded to the Union.

Notification of Union Coverage

When a person is hired in any classification covered by a bargaining unit represented by the Union, the County shall notify that person that the Union is the recognized bargaining representative for the workers in said unit and present that person with a copy of the present Agreement.

Report of Transactions

The County shall supply the Union a data processing run covering the following worker transactions as are currently available on the system: newly hired worker, reinstatement, re-employment, return from leave, return from military leave, miscellaneous, promotion, return to former class, voluntary demotion, disciplinary demotion, transfer, title change, suspension, temporary military leave, injury or illness leave, other leave, indefinite military leave, resignation, probationary resignation, probationary release, provisional release, miscellaneous release, dismissal, retirement, death, layoff, provisional appointments.

Section 3.5 - Union Label

All books, reports, brochures, stationery, cards, badges and other documents produced by the County Printing Services Division shall carry the Local Union label in accordance with customary printing trades' practices.

Section 3.6 - Printing of Agreement

The parties agree to share equally the cost of printing bound copies of this Agreement. The parties shall receive an equal number of the copies of the printing run. The design and format of the printed Agreement shall be jointly determined by the parties. It is agreed that the contract will be printed not more than sixty (60) days after final agreement on all language.

Section 3.7- New Worker Orientation

The Union shall be allowed a Representative at County-wide orientations for new workers or departmental orientations where they are held in place of County-wide orientations. This Representative may be a Steward or Chief Steward, who will notify his/her supervisor in advance. A Steward or Chief Steward who attends County-wide orientation will be provided release time. A Steward or Chief Steward attending a departmental orientation held in place of a County-wide orientations will be allowed to make up the time absent from work. No overtime shall be incurred as a result of the make-up time.

Such Representative shall be allowed twenty (20) minutes to make a presentation and answer questions of workers in classifications represented by their organization. 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 one (1) week in advance of such orientation sessions. All new workers shall be scheduled and entitled to attend County-wide orientation, or Department orientation where they are held in place of County-wide orientation.

ARTICLE 4 - OFFICIAL REPRESENTATIVES, STEWARDS AND NEGOTIATING COMMITTEE

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 715 Official Representatives from a single representation unit shall be recognized for the purpose of release time at any single meeting.

c) Release Time Log

Official Representatives will log the time they leave their work assignments and the time they return on a form provided by the County.

d) Bank of Hours

Release time shall be granted to Local 715 Official Representatives up to a maximum of fifteen hundred (1500) 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 and Chief Stewards by Department/Agency and by location, not to exceed 450 in number.

The Union shall provide annual listings of workers identified as 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 appeal.
2. A meeting with Management.

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 "grievance release form," if required by the supervisor, and submit it to his/her immediate supervisor prior to leaving his/her workstation. Such release form shall only 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 to handle the initial investigation of the grievance. The parties agree that in handling grievances, the worker and Steward will use only the amount of time necessary to handle the grievance.

e) **Steward Release Time Log**

Stewards 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.

f) **Meetings with Management**

The Union agrees, insofar as possible, that meetings with Management will be arranged in advance, with notification to the appropriate level of Management of the Steward and workers planning to attend. Management agrees to arrange for release time with the appropriate level of supervision.

g) **Other Authorized Release Time**

Any other authorized release time, such as meetings on a regular basis with the appointing authority or his/her designated representatives, shall be under separate agreement with the appropriate department or departments.

Section 4.3 - Chief Stewards

- a) The Union may designate up to thirty-six (36) Chief Stewards for Departments/Agencies/Divisions, etc.
- b) Chief Stewards shall be entitled to release time to replace Stewards when the Steward is not available, and shall comply with Section 4.2.
- c) Chief Stewards shall be entitled to release time to attend arbitration hearings, Personnel Board disciplinary hearings, and pre arbitration meetings (if not attended by the Steward).

Section 4.4 - Negotiating Committee

There shall be eleven (11) worker negotiators for the Administrative, Professional and Technical Unit, and seven (7) worker negotiators for each of the Clerical, and Blue Collar Units, three (3) worker negotiators for Public Health Nursing Unit, and three (3) for the Environmental Health Unit. In addition to these allowances the Local 715 Chapter Chair shall be a member of the negotiation team. Not more than six (6) negotiators at one time shall participate in negotiations. The balance of the worker negotiators may be present but shall not participate in negotiations nor be seated at the negotiating table. Any person who disrupts or interferes in any way with the negotiations, verbally or otherwise, shall be excluded from the meeting room.

a) Number of Union Worker Negotiators for Release

For each of the following Units, the following is agreed:

- 1. For the Administrative, Professional, and Technical Unit there shall be eleven (11) committee members. The County agrees to release eleven (11) persons upon such request where required.
- 2. For the Blue Collar Unit and the Clerical Unit there shall be seven (7) committee members each. The County agrees to release seven (7) persons upon such request where required.
- 3. For the Public Health Nursing Unit there shall be three (3) committee members. The County agrees to release three (3) persons upon such request where required.
- 4. For the Environmental Health Unit there shall be three (3) committee members. The County agrees to release three (3) persons upon such request where required.
- 5. The Chapter Chair.

b) Compensatory Time

Those negotiators who are on their own time during the meetings will not be granted compensatory time.

Resource People

Resource people for the unit negotiations shall be allowed on their own time, leave without pay, vacation, or compensatory time off to attend scheduled negotiation meetings for this unit to provide information to the committee on specific items on an as needed basis and as mutually agreed, prearranged and scheduled by the committees. The County shall facilitate arranging time off for resource people attending negotiations.

New Units

Should any new units be established for representation by Local 715, the parties will meet and confer regarding negotiation committee size.

ARTICLE 5 - LAYOFF

Section 5.1 - Seniority Defined

Except as otherwise provided in Sections 5.2, 5.6 and 6.8 of this Agreement, seniority is defined as date of hire within a coded classification with 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 classification, at the same or higher salary level, in which permanent status had formerly been held. Original continuous unclassified service shall be counted if permanent status was subsequently attained in a classified classification. 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.

Section 5.2 - Transfer of Prior Agency Service

If a function of another agency is transferred to the County, the seniority of workers who transfer with the function shall be computed, based upon application of the definition of Section 5.1, to each worker's prior service with the other agency.

Section 5.3 - Changes to Classes

The County and the Union agree that to the extent possible, workers should not lose their rights under this Article because classes have been revised, established, abolished or retitled.

Section 5.4 - Consideration of Layoff

When the County determines that a layoff is imminent within the bargaining unit, it shall give the Union such advance notice as is reasonable under the circumstances. Such notice shall describe the general areas which may be affected and the circumstances requiring the layoff. Upon request, the Union shall be afforded the opportunity to meet with the County to discuss these matters and any proposed alternatives.

The County shall provide a listing of unclassified positions represented by the Union and shall meet to review the purpose of the position and the feasibility of filling the position with a laid off worker in the same classification.

Section 5.5 - Order of Layoff

When one (1) or more workers performing in the same class in a County Department/Agency are to be laid off, the order of layoff in the affected Department/Agency shall be as follows:

- a) Provisional workers in inverse order of seniority.
- b) Probationary workers in inverse order of seniority.
- c) Permanent workers in inverse order of seniority.

Section 5.6 - Notice of Layoff

Workers subject to the provisions of this Article shall be given at least twenty (20) working days written notice prior to the effective date of layoff. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives. The procedures of Section 5.7 shall be applied prior to the effective date of the layoff.

Section 5.7 - Reassignment in Lieu of Layoff

a) Vacant Code in County

In the event of notice of layoff, any worker so affected will be allowed to transfer to a vacant position the County has determined to be filled in his/her current classification or any classification at the same or lower level in which permanent status had formerly been held. Workers will not be required to transfer to vacant positions formerly held if the level for such vacancy would be lower than the level of any classification to which a worker could exercise displacement rights.

The County shall provide a listing of appropriate vacancies and the affected worker(s) shall select a vacancy for which he/she qualifies under 5.7 (a). The worker(s), along with any workers remaining on re-employment list under Section 5.10 below, shall appear at a time and place designated by the County which shall be approximately ten days after the notice of layoff. The worker on a seniority basis shall be allowed ten minutes for the selection. If a currently employed worker does not appear or does not select a vacancy the County will make the designation; however, a worker shall be allowed to use a duly authorized proxy. Workers on the re-employment lists who do not bid in this process shall be considered to have declined one offer in their existing class.

All appropriate departmental bidding will be suspended during this process, or by mutual agreement, it may be accelerated to facilitate layoff placement for the laid off worker.

b) Displacement

In the event there are no vacancies as listed in (a) the worker shall have the right, upon request, to be returned to the classification in the Department/Agency at the same or next lower level in which permanent status had formerly been held and the regular layoff procedure in that same or lower level shall apply.

Section 5.8 - Administrative Transfer Because of Layoff

A worker who is to be administratively transferred because of the layoff of other workers shall at his/her option be allowed to select on a seniority basis an available transfer in the same classification within the department. The County shall provide a listing of the work locations and shifts available for selection. The worker(s) shall appear at a time and place designated by the County. The worker, on a seniority basis, shall be allowed ten (10) minutes for the selection. If the worker does not appear or does not select a vacancy, the County will make the designation; however, a worker shall be allowed to use a duly authorized proxy.

Section 5.9 - Layoff

a) Layoff

In the event that a worker is not reassigned in lieu of layoff as in Section 5.7, or placed in another County position as in Section 5.9(b), the worker shall be laid off. If a worker elects not to exercise the rights in Section 5.7(b), or does not accept placement under Section 5.9(b), he/she may be deemed to have been offered and to have declined such work.

b) Inplacement

If a worker has been issued a layoff notice pursuant to Section 5.6 and has no reassignment in lieu of layoff rights pursuant to Section 5.7(a) or (b), then that worker shall be considered for inplacement.

Inplacement is an offer of transfer (within specific wage bands) or demotion to a worker with a layoff notice into a vacant position which the County intends to fill during the layoff notice period.

The following conditions apply to the inplacement process:

1. A worker must be qualified to transfer or demote. The Personnel Director shall determine qualifications.
 - a. Testing requirements will be the same as if the worker had been reclassified.
 - b. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.
2. Transfer will be deemed a "lateral transfer" if movement from one class to another does not exceed an upward salary change of 10% (ten percent).
3. Normal transfer (ordinance code) rules apply (i.e., the worker can be taken on a permanent or probationary basis at the discretion of the appointing authority). If a worker has underlying permanent status the probationary period following the transfer shall be considered a subsequent probation. Consistent with this status, the worker on a subsequent probation with underlying permanent status, has Personnel Board appeal rights.
4. The worker may express a preference for certain occupational fields, assignments or departments. However, the worker has no right to claim any position nor is the County required to offer placement.
5. A position shall not be considered "vacant" for inplacement purposes if the position has been identified as claimable under Section 5.7(a), or (b) by

another worker who has been issued a layoff notice under Section 5.6 or by worker on a re-employment list established pursuant to Section 5.10.

6. A worker who is placed under Section 5.9(b) or laid off under Section 5.9(a) shall have his/her name placed on all re-employment lists pursuant to Section 5.10 for the appropriate classification.
7. In determining placement offers, the Union and the County, on a case by case basis, may by mutual agreement include as part of the placement offer:
 - a. basic skill competency training and/or;
 - b. literacy training and/or;
 - c. other methods (other than transfer or demotion) of filling vacant positions that do not violate Merit System principles or County Ordinance Code provisions.
8. All inplacement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting, the Personnel Department may assist workers on the re-employment list in addition to those workers with layoff notices. Such workers shall be entitled to all provisions of this Agreement.
9. If a worker is not placed by the effective date of the layoff notice, he/she shall be laid off under the provisions of the layoff notice.

Section 5.10 - Re-employment List

- a) The names of such probationary and permanent workers reassigned or laid off in accordance with Sections 5.6, 5.7(b), or 5.9 of this Article shall be entered upon a re-employment list in inverse order as specified under Section 5.5 except as otherwise provided by this Section. Upon certification of the re-employment list to the appointing authority, the person standing highest on a re-employment list for a particular classification when a vacancy exists in that classification in any department/agency shall be offered the appointment. Workers on re-employment lists shall retain the right to take promotional exams and/or receive promotional preference on exams. The re-employment lists shall take precedence over all other methods of appointment.
- b) When required by the needs of the department and approved by the Director of Personnel, selective certification may be utilized to re-employ workers with bilingual, steno skills, or Rehabilitation Counselors who possess certification in one or more of the core areas of Health Realization.

Section 5.11 - Temporary Work for Laid Off Workers

Interested workers who are placed upon the re-employment list due to layoff and who elect to be available for temporary work shall be given preference for such work for any classification for which they qualify. The election to be available for temporary work may be made at the time of layoff, or in writing at any time. Workers may decline to be available for temporary work or may decline such work itself without affecting any rights under this Article.

Section 5.12 - Names Dropped from Re-employment List

- a) No name shall be carried on a re-employment list for a period longer than two (2) years, and the names of persons re-employed in a permanent position within the same classification shall, upon such re-employment, be dropped from the list. Refusal to accept one of two offers of re-employment within the same classification shall cause the name of the person to be dropped from that reemployment list.

- b) Workers who were laid off from part-time positions shall be offered full-time employment, and workers laid off from full-time positions shall be offered part-time positions. However, a worker's refusal to accept such an offer with more or fewer hours than the position they left will not be counted as a refusal of an offer of employment in Section 5.12(a) above.

Section 5.13 - Rights Restored

Upon re-employment of a worker from a re-employment list, all rights acquired by a worker prior to his/her placement on such list shall be restored.

ARTICLE 6 - PERSONNEL ACTION

Section 6.1 - Probation

- 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. An incomplete pay period served on initial appointment shall not be counted. Upon successful completion of such probationary period, the worker shall be deemed a permanent worker. A leave of absence without pay shall not be credited toward completion of the worker's probationary period. The parties agree that probationary workers shall have all rights in this Agreement, unless otherwise specified, including full and complete access to the grievance procedure. Consistent with County Charter Section 704(e), probationary workers may not grieve suspensions, demotions, or dismissals.

- 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 this 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.

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 administrative review of such action and the right to Union representation.

Such worker shall be given either 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 6.2, shall retain those rights while serving in the new probation period in the classified service.

- d) A worker with 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 6.9. Such worker shall receive a ten (10) working day notice of release.

Section 6.2 - Disciplinary Action - Unclassified Workers

Unclassified workers who have completed nineteen (19) complete pay periods or twenty-five (25) complete pay periods (the period being equal to the probationary period for a comparable classified position) may grieve disciplinary action on the grounds that such discipline was not for cause. Such grievance shall comply in all respects with Article 18 of this contract.

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 in person or by regular mail and designated Chief Steward, and shall include:

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement advising the worker of the right to appeal from such action and the right to Union representation.

Unclassified workers shall be given either five (5) days' notice of discharge or demotion or five (5) days' pay except, where circumstances require immediate action.

Section 6.3 - 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 report has been issued during the intervening period.

Materials relating to suspensions which become final will be removed after eight (8) years if no other suspensions have occurred during the eight (8) 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 6.4 - Recommended Disciplinary Action - Permanent Classified

The County may take disciplinary action for cause against any permanent classified worker by suspension, demotion or discharge by notifying the worker in writing. Notice of recommended disciplinary action must be served on the worker in person or by certified mail. The notice shall not be included in the worker's personnel file. Copies shall be delivered to the Union and designated Chief Steward in person or by regular mail and shall include:

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement of the worker's right to respond, either orally at a meeting requested by the worker, or in writing. The opportunity to respond shall normally take place within seven (7) working days following the initial notice of intended action.
- f) In all cases of disciplinary action, the notice shall include a statement advising the worker of the right to appeal to the Personnel Board from such action and the right to Union representation.

Section 6.5 - Notice of Final Disciplinary Action - Permanent Classified

The County may take disciplinary action for cause against any permanent classified worker by suspension, demotion or discharge by notifying the worker in writing. Notice of final disciplinary action shall be served on the worker in person or by certified mail

prior to the disciplinary action becoming effective. The notice shall be included in the worker's personnel file. Copies shall be delivered to the Union and the designated Chief Steward in person or by regular mail and shall include:

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.
- e) Statement advising the worker of the right to appeal to the Personnel Board from such disciplinary action and the right to Union representation.

Section 6.6 - Counseling and Unfavorable Reports

a) **Counseling**

In the event that a worker's performance or conduct is unsatisfactory or needs improvement, informal verbal or written counseling shall be provided by the worker's lead or first-line supervisor. Counseling should normally be separate from on-going worksite dialogue and should address performance or conduct which, if not improved, may eventually result in further disciplinary action. Documentation of such counseling shall be given to the worker at the time of the counseling and will not be placed in the worker's personnel file. When the situation allows counseling, counseling shall be used prior to any unfavorable reports being issued. Counseling should normally take place between the worker and the lead or first-line supervisor only. Should the supervisor or lead be assisted during the counseling, the worker shall have the right to have his/her representative present.

b) **Unfavorable Reports on Performance or Conduct**

If upon such counseling a worker's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor including specific suggestions for corrective action, if appropriate. A copy shall be given to the worker and a copy filed in his/her personnel file. No unfavorable reports shall be placed in a worker's file unless such report is made within fifteen (15) working days of the County's knowledge of the occurrence or incident which is the subject of this report. Where applicable, the counting of the fifteen (15) working days shall begin at the conclusion of an official investigation conducted by an Internal Affairs Unit, law enforcement agency or a government entity with investigative authority. Workers shall have the right to grieve the factual content of such reports and/or attach a written response to the report for inclusion in their personnel file.

Section 6.7 - Return to Former Class

As an alternative to appointment from any employment list, other than a re-employment list, any current regular worker, upon recommendation of the appointing authority and approval by the Director of Personnel, may be appointed without further examination to a position in any class in which regular status had formerly been acquired, or to any related class on a comparable level with the former class. In cases where this procedure is used by a person who has had a break in service of one (1) year or more from the former classification, the salary step in the new range shall be determined under the provisions of Article 7, Section 7.3.

Section 6.8 - Unclassified Appointment

No worker, while holding a position in the Unclassified Service, shall be assigned to or occupy any classified position. Nothing herein shall prevent workers from serving on Boards and Commissions in accordance with County policies and procedures.

Section 6.9 - Rights Upon Promotion or Transfer to Classified or Unclassified Service

Any permanent worker who receives a provisional or probationary promotion, or who is transferred or promoted to a position in the unclassified service shall retain all rights and benefits as a permanent worker of his/her former class while in such provisional, probationary, or unclassified status. These include the right to participate in promotional examinations and the right to return to his/her former class if released while in such status. All such service shall count toward seniority credits in the worker's former class in the event the layoff procedure is involved.

Any permanent worker who receives a provisional promotion, or who is transferred or promoted to a position in the unclassified service, the duration of which is known to be for less than six (6) months, shall be considered to be on leave from his/her permanent position and departments are authorized to make substitute appointments to such vacated positions.

Section 6.10 - Performance Appraisal Program

The program covers all workers represented by the Union, with the exception of extra help employees unless otherwise required based by regulation or law. Clerical leads will be excluded in providing feedback to supervisors.

It is agreed that the performance appraisals will not be used by the County, the worker or the Union in the disciplinary process or for the purpose of transfers or for the purpose of promotions.

Section 6.11 - Lateral Transfers

When making a lateral transfer or demotion to another class, an application review by the Personnel Director shall be deemed an appropriate qualifying examination for workers in instances where a qualifying examination is required. If otherwise qualified under this provision and the only prohibition to lateral transfer is the salary of the new

class, it shall be deemed to be a lateral transfer if the move from one classification to another does not exceed twelve percent (12%) upward range movement.

ARTICLE 7 - PAY PRACTICES

Section 7.1 - Salaries and Payments

A) Salaries

Effective Pay Period 06/14, June 19, 2006, all salaries shall be increased by approximately three (3)% and shall be as listed in the appendices attached hereto and made a part hereof. Effective Pay Period 08/01, December 17, 2007, all salaries shall be increased by approximately four (4)% and shall be as listed in the appendices attached hereto and made a part hereof. Effective Pay Period 08/14, June 16, 2008, all salaries shall be increased by approximately one (1)% and shall be as 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.

B) Lump Sum Payment

Effective Pay Day of August 1, 2008, workers will be provided a lump sum payment equal to two percent (2%) of the worker's rate of pay in effect as of June 16, 2008. The payment is to be made with the paycheck of August 1, 2008. A worker must be on paid status as of July 1, 2008, to be eligible for the payment.

The payment will be prorated on the basis of code status. The proration shall be adjusted for Part-time workers who consistently work over code. The specific percentage to be paid shall not exceed two 2% and shall be determined by the average hours of work during the period of July 2007 through June 2008.

Extra help workers will be paid on the basis of $\frac{1}{2}$ code status.

Section 7.2 - Basic Pay Plan

The Basic Pay Plan consists of the salary ranges and the assignment of classes to such 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 of positions by class and department which list 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) **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**

Maternity 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. All time spent on industrial injury leave shall be counted.

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. All workers who are in a part-time status as of December 5, 1983, shall continue to receive health, dental and life insurance as full-time workers.
5. 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.
6. Part-time workers may elect to be covered by either the County's insurance package (medical, dental, vision and life) or medical coverage only and shall authorize a payroll deduction for the appropriate prorated costs.

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 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.

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) **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 shortage errors in worker's paycheck, shall be provided to workers within one (1) working day after written notification of discrepancy to Finance. This provision is to cover only those discrepancies above a net one hundred dollars (\$100.00).

c) **Overpayment Errors**

When a net one hundred dollars (\$100.00) or more to be repaid in the same amount and within the same number of pay periods in which the error occurred.

Section 7.7 - Automatic Check Deposit

All workers hired after the effective date of this agreement shall be paid by Automatic Check Deposit. By January 2007 all workers hired prior to the effective date of this agreement shall be paid by automatic check deposit unless the worker certifies he/she does not have a bank account.

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. 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 8.2(a) will be deleted and 8.2(b) shall apply to all classifications, in addition, 8.2(c) will be deleted and 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. The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

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. Compensatory time off accruals/balance shall be limited to a maximum of two hundred and forty (240) hours or four hundred and eighty (480) hours for Communication Dispatcher I, II, III and Complaint Center Dispatcher.

All compensatory time off must be taken within twelve (12) months of the date the overtime was worked. Any balance remaining after twelve (12) months shall be paid in cash at the regular rate. Compensatory time balances shall be paid in cash on separation. A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation for overtime where compensatory time off is allowed, if the appointing authority agrees.

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 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. 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 - Alternate Work Schedules

a) 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.

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) Matters subject to alternate work 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**

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 8.4 - 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**

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 nine dollars (\$9.00). 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 nine dollars (\$9.00).

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

c) **County Facilities**

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

d) **Meal Rates**

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

Section 8.5 - Rest Periods

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

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

a) Definition

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

b) Classifications Eligible

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

c) Rates of Pay

Workers assigned to on-call duty shall receive, in addition to their regular salary, thirty three dollars (\$33) 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 Valley Medical Center.

R78 Anesthesia Technician

R88 Diagnostic Imaging Technician II

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

S23 Operating Room Technician

R27 Pharmacist

P40 Pharmacist Specialist

R15 Respiratory Care Practitioner

R54 Respiratory Therapy Inservice Coordinator

S30 Ultrasonographer I

S29 Ultrasonographer II

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 Medical Center 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

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

R88 Diagnostic Imaging Technician II

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

S23 Operating Room Technician

R27 Pharmacist

P40 Pharmacist Specialist

R15 Respiratory Care Practitioner

R54 Respiratory Therapy Inservice Coordinator

S30 Ultrasonographer I

S29 Ultrasonographer II

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 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.

Section 8.9 - Evening/Night Shift Differential

a) Evening Shift Differential

An evening shift differential of two dollars and fifty-five cents (\$2.55) per hour 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 18, 2007, the evening shift differential will be increased to two dollars and sixty cents (\$2.60) and effective June 15, 2008, the evening shift differential shall be increased to two dollars and sixty-five cents (\$2.65).

b) Night Shift Differential

A night shift differential of three dollars and ten cents (\$3.10) 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 18, 2007, the night shift differential will be increased to three dollars and twenty (\$3.20) and effective June 16, 2008, the night shift differential shall be increased to three dollars and thirty (\$3.30).

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), except the classification of Night Attendant, 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.

Section 8.10 - Split Shift Pay

A worker who is performing services upon a split shift shall be paid an additional twelve dollars (\$12.00) 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 15.2 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 one hundred thirty dollars (\$130) per month effective June 19, 2006, 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. Effective June 18, 2007, the payments shall be one hundred and forty dollars (\$140) per month and effective June 16, 2008, the payments shall be one hundred and fifty dollars (\$150) per month. 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 - March and September. 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.
- 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.

Section 8.14 - Hours of Operation

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 410 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. Agreements in effect may only be reopened by mutual agreement or during November of any year during the term of this Memorandum of Agreement. Both parties agree not to open any new departmental agreements in 2006 and 2008 or to reopen any existing departmental agreements in 2007.

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**

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 and Senior Storekeeper)
6. Psychiatric Inpatient

b) **Full Time Payment**

A premium of ninety-five cents (\$0.95) 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).

c) **Part Time Payment**

A premium of ninety-five cents (\$0.95) 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).

- 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, Rehabilitation Officers, and Assistant 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 dollars (\$100) per month will be paid to all workers when assigned and performs the function of notary public.

Section 8.18 - Telecommuting

The parties will continue the work of a joint labor-management committee for the purpose of studying the various options and the feasibility of telecommuting within the County.

ARTICLE 9 - UNIFORMS AND CLOTHING

Section 9.1 - Uniforms

a) Uniform Allowance

1. A yearly uniform allowance of five hundred (\$500.00) shall be payable quarterly to all workers in the following classes:

- V57 Animal Control Officer
- G74 Custody Support Assistant
- D43 Law Enforcement Clerk (Sheriffs Office Records only)
- D63 Law Enforcement Records Specialist (Sheriffs Office Records only)
- D42 Law Enforcement Records Technician (Sheriffs Office Records only)
- F07 Legal Process Officer
- M38 Parking Lot Checker
- M35 Parking Patrol Coordinator
- U98 Security Guard
- G73 Sheriff Technician (Sheriff's Office civil and court division)
- X81 Weed Abatement Inspector
- T94 Wildlife Officer/County Game Warden

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

b) County Issued Uniforms

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

c) New Uniform Requirements

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

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

Section 9.2 - Repair/Replace Claims

County shall provide the necessary protective clothing to workers and classifications pursuant to such requests by the workers affected as provided by law under Cal-OSHA, Title 8, Article 10. The County shall pay the cost of repairing or replacing the uniforms, clothing and equipment of County workers which have been damaged, lost or destroyed in the line of duty when the following conditions exist:

- a) The clothing, uniform or equipment is specifically required by the department or necessary to the workers to perform his/her duty; and not adaptable for continued wear to the extent that they may be said to replace the worker's regular clothing; or
- b) The clothing, uniform or equipment has been damaged or destroyed in the course of making an arrest, or in the issuance of a citation, or in the legal restraint of persons being placed in custody or already in custody, or in the service of legal documents as part of the worker's duties or in the saving of a human life; and
- c) The worker has not, through negligence or willful misconduct, contributed to such damage or destruction of said property.

Claims for reimbursement shall be reviewed and approved by the Department/Agency in accordance with procedures set forth by the County Executive.

Section 9.3 - Safety Shoes

a) Reimbursement

Effective June 19, 2006, 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 one hundred forty-five dollars (\$145.00). Effective June 18, 2007, the amount will be increased to one hundred fifty dollars (\$150.00). Effective June 16, 2008, the amount will be increased to one hundred fifty-five dollars (\$155.00).

b) Eligible Classifications

Airport Operations Worker Series
Animal Control Officer
Auto Attendant & Helpers
Auto Mechanics
Automotive Parts Supervisor
Bindery Worker I (Delivery position only)
Chief of Party
Communications Installer
Communications Technician (when assigned to the Complex Section) Construction
Inspector Series Cook Series (Correction only)

Custody Support Assistant
Election Materials Processing Coordinator/Asst
Electronic Mail Machine Operator I/II
Engineering Aide I/II
Engineering Technician I/II/III
Environmental Technician
Estate Property Technician
Facility Maintenance Rep
Field Survey Technician Series
Food Service Worker/Correction
Gardener
General Maintenance Mechanic Series Heavy
Equipment Attendant & Helper Heavy Equipment
Mechanics Series
Law Enforcement Clerk (Sheriff's Office - Records Div. only)
Law Enforcement Records Specialist (Sheriff's Office - Records Div. only)
Law Enforcement Records Technician (Sheriff's Office - Records Div. Only)
Laundry Maintenance Engineer
Laundry Worker I/II
Material Testing Technician Series
Messenger Drivers
Offset Press Operator III
Park Equipment Operator
Park Maintenance Worker Series
Parking Lot Checker
Parking Patrol Coordinator
Probation Counselors I/II
Procurement Coordinator
Property/Evidence Technician
Retort Operator (VMC Janitor)
Road Maintenance Worker Series
Security Guard
Senior Messenger
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
Traffic Painter Series
Traffic Signal Technician Series
Utility Worker
Warehouse Material Handler Series
Weed Abatement Inspector

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.

Safety Committee

On a periodic, and as needed basis, the Safety Committee shall review and advise the County Executive on the list of authorized and approved safety footwear, mandatory classes and exempted positions within the mandatory classes. The County Executive shall make the final determination.

Reimbursement Process

Workers claiming safety shoe reimbursement must purchase safety shoes from approved vendors.

Workers with specialized fitting needs may be referred to additional approved vendors by the office of Occupational Safety and Environmental Compliance.

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
- f) July 4th
- g) First Monday in September
- h) Second Monday in October
- i) Veteran's Day to be observed on the date State of California workers observe the holiday
- j) Fourth Thursday in November (Thanksgiving Day)
- k) The Friday following Thanksgiving Day (Day after Thanksgiving)
- l) December 25th
- m) Other such holidays as may be designated by the Board of Supervisors All previous

informal time off practices are eliminated and unauthorized. **Section 10.2 - Observance**

Workers shall enjoy the same number of holidays, regardless of variations in workweeks. Holidays which fall on Sunday are observed on the following Monday. Holidays which fall on Saturdays shall be observed on the preceding Friday. Holidays which fall during a vacation period or when a worker is absent because of illness shall not be charged against the worker's vacation or sick leave balance. When the County holidays fall on a worker's scheduled day off, the day shall be added to the worker's vacation balance.

Section 10.3 - Holiday Work

If holiday work is assigned and authorized by the County Executive, such time worked by regular workers shall be paid in cash at a rate of one and one-half (1 1/2) times the

regular hourly rate, including premium pay for shift differentials, plus any holiday pay to which the worker may be entitled. Holiday work if authorized shall be offered first to regular workers within the work unit. No worker may elect to work a holiday that falls on the worker's normal day off. A worker may elect in advance to receive compensatory time off credit in lieu of cash compensation.

Section 10.4- Christmas and New Year's Holiday - Actual Calendar Day vs. Day of Observance

When Christmas Day - December 25 or New Year's Day - January 1 actually falls on a Saturday or Sunday, workers who are normally scheduled to work on that day and actually work, shall receive holiday pay in accordance with Section 10.3 for the time worked on Christmas Day or New Year's Day. For these workers, no holiday pay shall be paid for work on the observed day (either the Friday prior to, or the Monday that follows Christmas Day or New Year's Day). It is understood that the Union may waive departmental agreement provisions for purposes of this section.

ARTICLE 11 - VACATIONS

Section 11.1 - Vacation Earnings

Each worker shall be entitled to annual paid vacation. Vacation is earned on an hourly basis. For purposes of this Article, a day is defined as eight (8) work hours. During the first year (261 days), vacation shall be computed at the rate of ten (10) working days per year. Beginning with the second year (262nd day) of continuous service, vacation shall be computed at the rate of twelve (12) working days per year. Beginning with the fifth year (1,045th day) of continuous service, vacation shall be computed at the rate of sixteen (16) working days per year. Beginning with the tenth year (2,350th day) of continuous service, vacation shall be computed at the rate of eighteen (18) working days per year. Beginning with the fifteenth year (3,655th day) of continuous service, vacation shall be computed at the rate of twenty (20) working days per year. Beginning with the twentieth year (4,960th day) of continuous service, vacation shall be computed at the rate of twenty-two (22) working days per year.

a) **Time for Vacations**

In the absence of a departmental seniority agreement, the time for vacation shall be determined by the appointing authority after due consideration of worker convenience and administrative requirements.

b) **Vacation Accrual**

Any vacation accrued during a one-year period (26 pay periods) should be taken by the worker during the following one-year period.

c) **Vacation Carry-over**

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

1. When absent on full salary due to work-related compensation injury which prevents his/her reducing his/her credits to the maximum allowable amount, or
2. In the case of inability to take vacation because of extreme emergency such as fire, flood or other similar disaster, an additional accumulation may be approved by the County Executive and the Director of Personnel.

d) **Vacation Balance**

In the event the appointing authority does not provide vacation for a worker sufficient to reduce his/her accumulated vacation balance to the amount permitted (three years' earnings), the worker may take vacation as a matter of right immediately before the end of the pay period in which vacation could be lost, not to exceed one (1) year's earnings. The balance of the worker's accumulated vacation shall remain to his/her credit.

e) **Vacation Payoff**

A person who terminates employment shall be paid the monetary value of the earned vacation as of the actual date of termination of employment.

Section 11.2 - Birthday Holiday

There shall be an additional day of vacation credited to a worker's vacation leave bank at the same time as the annual crediting of personal business/belief days which will normally be taken on the worker's birthday. The parties agree that an alternate day may be determined by the appointing authority after due consideration of worker convenience and administrative requirements.

ARTICLE 12 - LEAVE PROVISIONS

Section 12.1 - Personal Business/Belief Day

a) **Scheduling**

Workers employed as of June 19, 2006 shall be credited with four (4) days personal leave which must be used on or before June 17, 2007 and an additional four (4) days personal leave for workers employed as of June 18, 2007., which must be used on or before June 15, 2008. Further, an additional four (4) days personal leave shall be credited for workers employed as of June 16, 2008, which must be used on or before June 14, 2009. Such leave may be used by a worker for any lawful purpose he/she desires; provided such leave must be scheduled in advance with the appointing authority except in cases of bona fide emergency. This benefit shall be prorated for part-time workers and for workers hired subsequent to June 19, 2006, June 17, 2007 and June 16, 2008 respectively.

b) **Use**

At the worker's reasonable advance request, up to one (1) of the worker's accrued but unused personal leave days shall be scheduled either before or after Christmas, or New Year's except where staffing needs require otherwise. If a worker is assigned and works on Thanksgiving Day or the Friday after Thanksgiving, the worker shall have first preference for use of accrued but unused personal leave on the day before or the day after either Christmas or New Year's. "Preference" and "staffing needs" as used in this paragraph relate to the worker's work assignment and/or area.

Section 12.2 - Sick Leave

a) **Rate of Accrual**

Each worker shall be entitled to sick leave. Such leave shall be earned on an hourly basis and computed at the rate of ninety-six (96) hours per year. Such sick leave must be approved by the appointing authority when scheduled in advance.

b) **Doctors' Notes**

Request for sick leave with pay in excess of three (3) working days must be supported by a statement from a licensed medical practitioner who is eligible for third party reimbursement. The appointing authority may require such a supporting statement for absences less than three (3) days when there is reasonable cause of misuse.

If a doctor's note requirement is placed upon a worker for more than ninety (90) calendar days, a written notice shall be provided to the worker outlining the duration of the doctor's note requirement and any follow-up activities. Prior to this requirement there must be an established pattern of sick leave misuse.

c) **Sick Leave Accrual**

Unused sick leave time may be accrued without limitation.

Sick Leave Used for Care of Immediate Family

A worker will be entitled to use one half ($\frac{1}{2}$) of his/her annual accrued leave in order that he/she may care for a sick or injured member of his/her immediate family requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. "Immediate family" shall mean the father, mother, grandmother, or grandfather of the worker or of the spouse or of the same sex domestic partner of the worker and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the worker or any person living in the immediate household of the worker.

Day Defined/Sick Leave Payoff

For purposes of this paragraph, a day is defined as eight (8) work hours. Upon death or retirement, up to sixty (60) days of accrued sick leave shall be paid off at a rate of fifty percent (50%) of the equivalent cash value. All accrued balances beyond sixty (60) days shall be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value (one hour's pay for one day of accrual). Upon resignation in good standing, workers with ten (10) or more years' service shall be paid up to sixty (60) days of accrued sick leave at the rate of twenty-five percent (25%) of the equivalent cash value. All accrued balances beyond sixty (60) days will be paid off at the rate of twelve and one-half percent (12 1/2%) of the accrued cash value. Workers terminated for cause shall not be entitled to sick leave pay off. All other rights to sick leave with pay of a worker shall be cancelled upon his/her separation from the County; provided, however, if a worker resigns or is separated on a layoff and is reinstated or re-employed within one (1) year from the date of resignation or two (2) years from the date of layoff, such worker's right, if any, to sick leave with pay shall be restored to him/her. At the worker's option, he/she may convert accrued but unused sick leave at retirement to credit one (1) month of worker's medical premium for each day of sick leave accrued.

Reinstatement Pay Back

Workers receiving a sick leave pay off in accordance with section (e) above may, if reinstated within one (1) year, repay the full amount of sick leave payoff received and have her/his former sick leave balances restored. Repayment in full must be made prior to reinstatement.

Vacation Illness Conversion

If a worker on vacation becomes ill, he/she may convert vacation time to sick leave with pay. The conversion must be supported by a statement from an accredited physician.

Exhaustion of Sick Leave

When a worker has exhausted all accumulated sick leave and compensatory time, he/she shall have the option of using vacation time or leave without pay for absences due to illness. The worker must notify the department of worker's

option prior to payroll action, otherwise vacation time will be used. When requested by the worker, Management will restore vacation by making the appropriate payroll adjustment in the next payroll period. This option shall not be available to any County worker where Federal law prohibits leave without pay.

Section 12.3 - Fitness for Duty Examination

If any non-probationary worker is required by the appointing authority to take a fitness for duty examination not connected with pre-existing or existing industrial injury to determine if he/she is incapacitated for work, the following provisions will apply and will be given to the worker in writing:

- a) Before making a decision, the physician designated by the appointing authority will consult with the worker's personal physician and will advise him/her of this procedure.
- b) If the worker's personal physician agrees with the decision of the physician designated by the appointing authority, the decision is final.
- c) If the physicians disagree, and the worker so requests, they will select a third physician whose determination will be final. Cost for such examination by the selected physician will be equally shared by the worker and the appointing authority.
- d) If the County requires the worker to leave work during this period, the worker will be placed on paid leave pending the result of the fitness for duty examination without the requirement to use any leave balances. The worker shall not be entitled to paid leave if he/she refuses to comply with the physician's examination requirements during the fitness for duty process or does not remain available to report to work during their normal scheduled shift. A worker may request to use leave banks if he/she is not available for duty during their normally scheduled shift.

Section 12.4 - Military Leave

a) Governing Provision

The provisions of the Military and Veterans Code of the State of California and the County ordinance code shall govern the military leave of workers of the County of Santa Clara.

b) Physical Examination

Any regular or provisional worker shall be allowed time off with no loss in pay for the time required to receive a physical examination or re-examination as ordered by provisions of a national conscription act or by any branch of the National or State military services.

Section 12.5 - Leave Without Pay

a) Reasons Granted

Leaves of absence without pay may be granted to workers for up to one (1) year. Extensions to leaves approved for less than one (1) year shall not unreasonably be denied provided adequate advance notice is given. If a worker wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice to the appointing authority. Leaves beyond one (1) year may be granted due to unusual or special circumstances. The following are approved reasons for such leave:

1. Illness beyond that covered by sick leave.
2. Education or training which will benefit the County.
3. Other personal reasons which do not cause inconvenience on the department.

b) Leave for Union Business

Upon thirty (30) days advance notice to the Office of Labor Relations and the appointing authority, a leave without pay to accept employment with the Union shall be granted by the appointing authority for a period of up to one (1) year. No more than six (6) workers shall be granted a leave at any one time. A leave may only be denied if:

1. The notice requirement is not met.
2. The number of workers on leave has reached the maximum of six (6).
3. The worker has specialized skills and abilities which are necessary and could not be replaced.

With notice no less than thirty (30) days prior to the conclusion of the leave, such leave may be extended up to one (1) year upon approval of the appointing authority.

c) Revocation

A leave may be revoked by the Director of Personnel upon evidence that the cause for granting it was misrepresented or has ceased to exist.

d) Vacation Leave Without Pay Option

A worker must receive prior approval from his/her supervisor to use leave without pay for an authorized vacation absence. The department may assign leave without pay for an unauthorized absence. When the authorized absence is less than a pay period and when requested by the worker, management may restore vacation by making the appropriate payroll adjustment in the payroll period

following worker's request. This option shall not be available to any County worker where Federal law prohibits leave without pay.

Section 12.6 - Other Family Leave

a) Maternity Leave

1. Length

Upon request, maternity leave without pay shall be granted to natural or adoptive parents by the appointing authority for a period of up to six (6) months. With notice no less than one (1) month prior to the conclusion of the leave, such leave may be extended up to one (1) year upon approval of the appointing authority. A request for extension can only be denied for good cause. A worker who is pregnant may continue to work as long as her physician approves. Adoptive parents shall not be covered by County medical benefits while on maternity leave except as otherwise provided by law.

2. Sick Leave Use

If, during the pregnancy leave or following the birth of a child, the worker's physician certifies that she is unable to perform the duties of her job, she may use her accumulated sick leave during the period certified by the physician.

b) Paternity Leave

Upon request, paternity leave without pay shall be granted to natural or adoptive parents not to exceed six (6) months. All provisions of Section 12.5 shall apply to this paternity leave provision.

c) Other Family Leave

Upon request, family leave, with or without pay shall be granted for the placement of a foster child or to attend to the serious illness of a family member in accordance with the Family and Medical Leave Act, and for the serious illness of a same sex domestic partner, for a period of up to six (6) months.

Section 12.7 - Leaves to Perform Jury Duty or to Respond to a Subpoena a)

Response to Summons

A worker shall be allowed to take leave from his/her County duties without loss of wages, vacation time, sick leave or worker benefits for the purpose of responding to summons to jury selection or serving on a jury for which he/she has been selected, subject to the limitation that a worker shall receive paid leave to serve on a jury for which he/she has been selected not more than once during a calendar year and provided that he/she executes a written waiver of all compensation other than the mileage allowance, for which he/she would otherwise receive compensation by virtue of his/her performance of such jury duty. No worker shall be paid more than his/her regular shift pay or regular workweek pay as a result of jury duty service. The worker is required to notify

his/her appointing authority when he/she has received a jury summons and when his/her jury service is completed.

b) **Jury Duty**

Nothing in this Section shall prevent any County worker from serving on a jury more than once per calendar year, provided, however, that such additional periods of absence from regular County duties as a result thereof shall be charged, at the option of such worker, to either accrued vacation time or leave without pay.

c) **Response to a Subpoena**

No worker shall suffer loss of wages or benefits in responding to a subpoena to testify in court if that worker is not a party to the litigation.

d) **Release Time**

In the event a night shift worker is called to court under the above provision, the following shall apply:

1. Swing or PM shift shall have release time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of wages or benefits.
2. Night or Graveyard shall have release time on the shift prior to court attendance; and that worker shall suffer no loss of wages or benefits.
3. When a worker, whose regularly scheduled hours includes two (2) full shifts (16 hours) of scheduled duty between 11:00 p.m., Friday to 3:00 a.m., Monday, is selected for a jury and is required to be in Court during his/her regular days off, the department will make every effort to provide the following Saturday or Sunday as a regularly scheduled day off. The weekend cannot count as a weekend worked for Weekend off Provisions.

e) **Return to Work**

For the purpose of this Section, a worker who responds to a summons to jury duty and who is not selected as a juror shall not be deemed to have performed jury duty and shall return to work as soon as possible.

Section 12.8 - Educational Leave and Tuition Reimbursement Fund

- a) The County shall maintain an educational leave and tuition reimbursement program for the term of this Agreement. The total monies in this program will be administered at the County level. The fund will consist of four hundred sixty thousand dollars (\$460,000) in fiscal year 06-07, four hundred seventy-five thousand dollars (\$475,000) for all Local 715 units in fiscal year 07-08, and four hundred seventy-five thousand dollars (\$475,000) for all Local 715 units in fiscal

year 08-09. One-half (1/2) of each year's fund will be available on the following dates:

Fiscal Year 06-07

1st half-July 1,2006 2nd half -
January 1, 2007

Fiscal Year 07-08

1st half-July 1,2007 2nd half -
January 1, 2008

Fiscal Year 08-09

1st half- July 1,2008 2nd half -
January 1,2009

Funds not used for any period shall be carried over for use in the next period. Funds shall be encumbered to fifteen percent (15%) above the amount allotted for each funding period for the first two fiscal years including any unused portion carried over from the prior funding period. This additional amount for encumbrance for Fiscal Year 08-09 may be decreased based on the usage pattern. No amount may be approved or expended beyond funds available for the term of the Agreement.

CountyWise Classes

One hundred thousand dollars (\$100,000) is hereby allocated in each of Fiscal Year 06-07, Fiscal Year 07-08 and Fiscal Year 08-09 from the Tuition Reimbursement Fund towards the costs of CountyWise classes. Workers are entitled to enroll in CountyWise classes subject to training slots being available but not subject to the requirements or conditions in c) through g) below. These funds will be used for Local 715 represented workers only.

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

Eligibility

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

1. The worker is not receiving reimbursement from any other government agency or private source. (This applies to workers applying for tuition reimbursement only.)
2. The training undertaken is related to the worker's occupational area or has demonstrated value to the County.

3. The application was filed with the appointing authority or her/his designee prior to the commencement of the course. Applications requiring time off must be filed with and signed by the appointing authority at least ten (10) days prior to the commencement of the course.
4. Substitute courses may be approved when approved courses are found to be unavailable.
5. There are sufficient funds available in the program. (This applies to workers applying for tuition reimbursement only.)
6. The worker has not exhausted the annual maximum reimbursement limit. (This applies to worker's applying for tuition reimbursement only.)

Disapproval

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

1. Notice of disapproval is given to the worker within ten (10) working days after receipt of the application; and
2. The County alleges disapproval is necessary because any of the provisions above have not been met. When a worker disagrees with the disapproval and files a grievance, she/he shall be allowed to continue the course with time off as provided for in this Section, except for denial based on paragraph c(5) above. If a final determination is made against the worker, time off shall be made up by working, charging vacation time or comp time, or payroll deduction, and tuition reimbursement shall not be paid. If a final determination is made supporting the worker, she/he shall be fully reimbursed in accordance with this section.

Reimbursement

Total reimbursement for each worker participating in the program will not exceed eight hundred fifty dollars (\$850) per fiscal year 2006 and 2007, and nine hundred dollars (\$900) in fiscal year 2008. Mileage and subsistence will not be authorized unless the training is required of the worker. Within the above limit, workers shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made.

Deduction Authorization

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

1. Deduction from his/her wages in the event he/she does not receive a passing grade of C or better.

2. Deduction of fifty percent (50%) of the amount of reimbursement if he/she leaves County employment within one (1) year after satisfactory completion of the course (except if laid off).
3. Deduction of the full amount of reimbursement if he/she leaves County employment before completion of the course (except if laid off).

g) **Make-up Time**

Workers taking a course only available during working hours must make up fifty percent (50%) of the time away from job. Make-up time may be deducted from the worker's accrued vacation, personal leave or compensatory time balance. Make-up time will not be allowed when it results in the payment of overtime. The department will make every effort to allow the worker time off except where the payment of overtime will result. A worker and the appropriate level of Management may mutually rearrange the duty shift beyond eight (8) hours but within the forty (40) hour workweek for purposes of participating in non-duty education and/or training deemed by the County to be to the benefit of the worker and the County and such arrangement will be considered a waiver of Section 8.2.

Workers who are granted educational leave only but not tuition assistance, shall reimburse the County through automatic leave reduction in the same manner that educational leave was taken or reduction of leave balances or cashout at separation, of fifty percent (50%) of the time away from the job under the following conditions:

1. Failure to successfully complete the course or obtain a passing grade of C or above;
2. Leaving County employment within one (1) year after successful completion of the course (except if laid off); or
3. Leaving County employment before completion of the course (except if laid off).

Section 12.9 - In-Service Education Programs

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

Section 12.10 - Bereavement Leave

Leaves of absence with pay shall be granted workers in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, grandmother, grandfather, son or daughter of the worker or of the spouse of the worker or of the same-sex domestic partner of the worker; and the spouse, stepparent, son-in-law, daughter-in-law, brother, sister, grandchild, brother-in-law, or sister-in-law of the worker or any person living in the immediate household of the worker. Up to forty (40) hours pay shall be granted which will consist of sixteen (16) hours not charged to any accumulated balance

followed by twenty-four (24) hours chargeable to sick leave, if necessary. An additional twenty-four (24) hours, sixteen (16) chargeable to sick leave and eight (8) not charged to any accumulated balance, is authorized if out-of-state travel is required.

Section 12.11 - State Required Continuing Education and Licensure Fund

For the term of this Agreement, the County shall continue a fund of sixty thousand (\$60,000) per year, with rollover, to be administered at a County-wide level. The purpose of the fund will be to provide reimbursement to workers for the costs of State required continuing education and/or State required licenses.

a) **General Provisions**

1. Only workers in the following classifications are eligible for reimbursement of costs of State required continuing education and a State required license in accordance with the provisions of this fund.

Class Title	Eligibility Continuing Education Requirement	Legislative Source of and/or Licensure
Accountant/Auditor Appraiser (Assessor's Office only)	Continuing Education	Property Taxation Law Article 7, Section 671
Attending Psychologist	License	Business and Professions Code, Chapter 6.6, Section 2900
Auditor Appraiser	Continuing Education	Property Taxation Law Article 7, Section 671
Appraisal Valuation Specialist	Continuing Education	Property Taxation Law Article 7, Section 671
Appraiser I and II	Continuing Education	Property Taxation Law Article 7, Section 671
Appraiser III	Continuing Education	Property Taxation Law Article 7, Section 671
Cerebral Palsy Therapist I, II (Physical Therapists)	License	Business and Professions Code, Physical Therapy Practice Act, Title 2600 (2684, 2687 and 2688)
Certified Occupational Therapy Assistant I and II	License	Business and Professions Code, Section 2570.3

Clinical Audiologist	License	Business and Professions Code, Article 6, Section 2535
Clinical Psychologist	License	Business and Professions Code, Chapter 6.6, Section 2900
Control Ecology Education Specialist	License	California Health and Safety Code, Article 1, Chapter 5, Section 2202(A)
Diagnostic Imaging Technician 1 and II	License	California Health and Safety Code, Radiologic Technology Act, Section 25679, Chapter 7.4, Division 20
Diagnostic Imaging Technician 1, Mammography (Only for those workers assigned to do mammography)	License and Continuing Education	California Health and Safety Code, Sections 25688 and Mammography Quality Assurance Act of 1992
Dialysis Technician	License and Continuing Education	California Businesses and Professions Code Article 3.5
Dietitian (Where Federal or State funding source requires RD)	Continuing Education	Health and Safety Code, Section 311, Business and Professions Code, Section 2585-2586.8
Dosimetrist	License	California Health and Safety Code, Radiologic Technology Act, Section 25679, Chapter 7.4, Division 20
Health Facilities Consultant	License and Continuing Education	Business and Professions Code, Chapter 6 and

Hospital Clinical Psychologist	License	Business and Professions Code, Chapter 6.6, Section 2900
Licensed Vocational Nurse (OR Techs when LVN's)	License and Continuing Education	Business and Professions Code, Chapter 6 and California Administrative Code, Title 16, Section 1414
Marriage & Family Therapist	License and Continuing Education	Business and Professions Code, Section 4980 and Senate Bill 26
Nursing Home Consultant (PHN)	License and Continuing Education	Business and Professions Code, Chapter 6 and California Administrative Code, Title 16, Section 1414
Occupational Therapist 1 and II - Physical Disabilities	License	Business and Professions Code, Section 2570.3
Occupational Therapist -Psychosocial Disabilities	License	Business and Professions Code, Section 2570.3
Optometrist	License and Continuing Education	Business and Professions Code, Chapter 7, Division 2 and Optometry Practice Act, Article 4, Section 3070
Paralegal	License and Continuing Education	Business and Professions Code, Chapter 5.6 Sections 6450 (9d)
Pharmacist, Pharmacist Specialist and Pharmacy Technician Systems Specialist	License and Continuing Education	Business and Professions Code, Sections 4231, 4232, and 4400 - 4409 California Administrative

Pharmacy Technician	License	Business and Professions Code, Sections 4008, 4008.2, 4008.4, and 4008.5
Physical Therapist I, II and III License		Business and Professions Code, Physical Therapy Practice Act Code. Title 2600 (2684, 2687 and 2688)
Physical Therapist Assistant I and II	License	Business and Professions Code, Physical Therapy Practice Act Code. Title 2600 (2684, 2687 and 2688)
Physician Assistant	License	Business and Professions Code, Medical Quality Assurance, Physician's Assistants, Article 5, Section 1399.550
Psychiatric Social Worker II and III	License and Continuing Education	Health and Safety Code, Section 1277; Welfare and Institutions Code, Section 5600.2 and Business and Professions Code, Article 4, Section 4996 and Senate Bill 26
Psychiatric Technician I and II	License and Continuing Education	Business and Professions Code, Chapter 10, Article 2, Section 4510
Public Health Nurse I, II and III		
Public Health Nurse Practitioner	License and Continuing	

Public Health Nurse Specialist	License and Continuing Education	Business and Professions Code, Chapter 6 and California Administrative Code, Title 16, Section 1414
Public Health Nutritionist (Where Federal or State funding source requires RD)	Continuing Education	Health and Safety Code, Section 311, Business and Professions Code, Section 2585-2586.8
Radiation Therapist	License	Health and Safety Code, Division 20, Chapter 7.4, Section 25668, Subsection E and 25699
Quality Improvement Coordinator - Mental Health Services	License and Continuing Education	Business and Professions Code, Section 4980 and Senate Bill 26
Rehabilitation Counselor (Only those with underlying Psych Tech License and if required to issue medications)	Continuing Education	Business and Professions Code, Chapter 10, Article 2, Section 4510
Respiratory Care Practitioner	License and Continuing Education	Business and Professions Code, Chapter 1344, Section 3700, Division 2
Respiratory Therapy In-service Coordinator	License and Continuing Education	Business and Professions Code, Chapter 1344, Section 3700, Division 2
Senior Appraiser	Continuing Education	Property Tax Law, Article 7, Section 671
Senior Auditor-Appraiser	Continuing Education	Property Tax Law, Article 7, Section 671
Senior Cerebral Palsy Therapist (Physical Therapists)	License	Business and Professions Code, Physical Therapy Practice Act, Title 2600

Senior Laboratory Assistant	License and Continuing Education	Business and Professions Code, Section 1260.3 and 1275
Senior Paralegal	License and Continuing Education	Business and Professions Code, Chapter 5.6 Sections 6450 (9d)
Senior Therapist CCS (When hired as an Occupational Therapist)	License	Business and Professions Code, Section 2570.3
Speech Pathologist 1 and II	License and Continuing Education (Continuing Education effective January 1, 2000)	Business and Professions Code, Article 6, Section 2535
Therapist CCS 1 and II (When hired as an Occupational Therapist)	License	Business and Professions Code, Section 2570.3
Vector Control Technician 1 and II	License	California Health and Safety Code, Article I, Chapter 5, Section 2202(A)

2. Should Local 715 SEIU no longer represent any of these classifications this provision shall remain in effect for the remaining classifications. Workers shall not lose any rights to this fund because of reclassification or retitling of a classification as long as the new classification also has a State required continuing education and/or State required license.
3. Should State Legislation be passed mandating continuing education and/or licensure for additional classifications represented by 715 or modifying existing mandated continuing education and/or licensure for any of the classes listed in (1) above, or if a new classification is developed or created with such requirements, the County and the Union shall meet and confer over their inclusion in this provision.
4. This fund shall apply to all workers in classifications noted above who are required by the State to take continuing education courses or pay required licensure/certification fees. There are three eligibility periods. The first is between June 19, 2006 and June 17, 2007. The second is between June 18, 2007 and June 15, 2008. The third is between June 16, 2008 and June 14, 2009. Eligible workers may only apply for licensure re/certification reimbursement once during each of these periods and only for State mandated continuing education courses. Workers may apply for

reimbursement to cover State required licensure re/certification fees and/or fees or tuition and books for State required continuing education courses, workshops or seminars.

5. Total reimbursement for each worker participating in this program will not exceed three hundred dollars (\$300).

State Mandated License and Certification Fee Reimbursement

All eligible workers whose State mandated license/certification expires in eligibility periods stated in Section 12.11 a) 4 may apply for reimbursement no later than 60 days after the end of the eligibility period. Requests for reimbursement are to be submitted on a form provided by the County. The amount will be disbursed upon presentation of receipt showing renewed license/certificate and subject to the availability of funds.

State Mandated Continuing Education Reimbursement

1. Workers who must complete State mandated continuing education requirements in order to maintain a State mandated license or certificate may apply for reimbursement under this provision.
2. Eligible workers may receive reimbursement for fees or tuition, books and other required items if the course, workshop or seminar qualifies for State mandated continuing education.
3. Lodging, travel and other incidentals are not reimbursable under this fund.
4. Funds for this provision will be paid to workers for classes taken in eligibility periods as stated in Section 12.11 a). Requests for reimbursement are to be submitted on a form provided by the County no later than 60 days after the end of the eligibility period. The amount will be disbursed upon presentation of receipt of proof of payment for required continuing education classes and subject to the availability of funds.
5. Eligible workers will be required to seek reimbursement from this fund first. Any remaining expenses may be reimbursed through regular tuition reimbursement (Article 12.8) procedures. In no event shall the reimbursement exceed the maximum allowed under the appropriate fund or the cost of the course.

Reasons for Denial

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

1. There are not sufficient funds available in the program.

2. The worker has already received the maximum allowed under this program.

Section 12.12 - Education Reimbursement Committee

The County and the Union will meet every six (6) months to review funds under Section 12.8 and Section 12.11 and procedures for encumbering funds under Section 12.8. By mutual agreement, the parties may agree to transfer money between the funds for better utilization and/or change procedures for encumbering funds under Section 12.8.

Section 12.13 - Drivers Licenses

- a) Any worker whose classification includes the requirement to have a Class A or B Commercial Driver's License will be reimbursed as follows:
 - 1) County will fully reimburse the worker for an original Commercial Driver's License or to add an endorsement.
 - 2) County will reimburse the difference between the Class A or B renewal fee and the Class C renewal fee.
- b. It is the expressed understanding of the County and the Union that the County bears no financial obligation for any worker's Class C driver's license fee regardless of whether it is required for the worker's position.

ARTICLE 13 - BENEFIT PROGRAMS

Section 13.1 - Workers' Compensation

a) **Eligibility**

Every worker shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act.

b) **Compensation**

A worker who is disabled as a result of an industrial injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave and vacation time as when added to any disability indemnity payable under the Workers' Compensation Act will result in a payment to him/her of not more than his/her full salary, unless the worker subsequently notifies his/her department payroll unit of his/her desire not to have integration occur. The change from integration to non-integration shall be implemented at the beginning of the next pay period after such request.

The first three (3) days shall be charged to the worker's accrued but unused sick leave. If the temporary disability period exceeds fourteen (14) calendar days, temporary disability will be paid for the first three (3) days.

c) **Industrially Injured Workers - Temporary Modified Work Program**

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

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

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

Treatment Following Return from Leave

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

1. Treatments are being paid under Workers' Compensation.
2. The therapy or treatment falls within the worker's normal working hours.
3. Applies only to actual prescheduled treatment time and reasonable travel time.
4. The worker provides a statement from the treater.

Public Safety Members

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.

Clothing Claims

Loss of, or damage to, a worker's clothing resulting from an industrial injury which requires medical treatment will be replaced by the County through the following procedures:

The Department/Agency will review and make a determination on all such incidents as submitted in writing by the worker. Reimbursement will be limited to the lesser of:

1. 75% of proven replacement cost, or
2. the repair cost.

However, both of the above are limited by a fifty dollar (\$50.00) maximum. (Nothing in this Section is intended to replace or supersede Section 9.2 which provides for replacement of items damaged, lost or destroyed in the line of duty.)

Section 13.2 - Insurance Programs a)
Medical Insurance

1. Insurance Plans

The County agrees to fully pay medical coverage for worker and dependents on the lowest cost medical plan. The lowest cost medical plan will be either Kaiser or Health Net plan. Up to the same maximum contribution will be made to the other plans (i.e., Kaiser, Health Net and Valley Health Plan).

The County will continue to pay the worker only contribution for Kaiser, Health Net Plan and Valley Health Plan.

The parties agree that Kaiser coverage will be the Kaiser S Plan with the 3A option through October 1999. The parties also agree that the Valley Health Plan and the Health Net plan shall continue under the current coverage in effect on July 12, 1999.

Effective November 1, 1999, the Kaiser plan will be changed to a \$5 co-payment for office visits and a \$5 co-payment for prescriptions.

The parties agree that effective November 1, 1999, hearing aid coverage, up to \$1,000 for 1 to 2 devices every 36 months, shall be added to all health plans.

2. Dual Coverage

Effective November 1, 1999, married couples and same sex domestic partners who are both County workers shall be eligible for coverage under one medical plan only with the County paying the full premium for dependent coverage. Married couples and same sex domestic partners who are both County workers and had one dependent coverage and one single coverage will have the single coverage dropped effective November 1, 1999. If both workers have single coverage, one will be converted to dependent coverage. County worker couples are not eligible to participate in the Health Plan Bonus Waiver Program.

3. Domestic Partners

The County will continue same sex domestic partner coverage.

4. Medical Premium Payments During Family Leave Without Pay, Medical Leave Without Pay and Industrial Injury Leave

The County will pay the medical premium subject to the applicable co-payments in this Section as follows:

- a. For a worker on maternity leave without pay or medical leave without pay, up to thirteen (13) pay periods of worker only coverage. A portion of the leave may include dependent coverage in accordance with the Family and Medical Leave Act, the California Family Rights Act and the County's Family and Medical Leave Policy.
- b. For a worker on family leave without pay, in accordance with the County's Family and Medical Leave Policy, and to attend to the serious illness of a same sex domestic partner, up to twelve (12) weeks of dependent coverage.
- c. For a worker on industrial injury leave, worker only coverage for all times while on such leave, and, in accordance with the County's Family and Medical Leave Policy, up to twelve (12) weeks of dependent coverage.

5. **Medical Benefits for Retirees**

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

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

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

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

for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

c. **Delayed Enrollment in Retiree Medical Plan**

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

Dental Insurance

The County agrees to contribute the amount of the current monthly insurance premium for dental coverage to cover the worker and full dependent contribution. The existing Delta Dental Plan coverage will be continued in accordance with the following schedule:

Basic and Prosthodontics:	75-25 - no deductible. \$2,000 maximum per patient per calendar year.
Orthodontics:	60-40 - no deductible. \$2,000 lifetime maximum per patient (no age limit).

The County will pick up inflationary costs for the term of the agreement.

The County will continue to provide an alternative dental plan. The current alternative dental plan is Pacific Union Dental. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

Health Plan Bonus Waiver Program

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

1. Effective with each new plan year starting January 1, a worker who waives medical coverage for self and family must do so for the entire plan year by signing up in a special open period in the prior November. The worker shall then receive a bonus of seventy-four dollars (\$74.00) gross payment per pay period (subject to the usual payroll deductions) commencing the first pay period of the pay year and through the end of the pay year.
2. A part-time worker who waives medical coverage will receive a pro-rated bonus payment according to the code status. At the end of a plan year, a part-time worker may submit a request for supplemental bonus payment to

ESA-Benefits Division for adjustments due to additional hours worked beyond code status.

3. A new hire worker may waive medical coverage at the time of new employment and receive a pro-rated bonus of seventy-four dollars (\$74.00) gross payment per period starting with the first full pay period.
4. During the plan year, a worker participating in this Program is eligible to re-enroll for coverage within thirty (30) calendar days of an Internal Revenue Service (IRS) defined qualifying event. A worker who re-enrolls shall no longer be eligible to receive the bonus waiver payment effective with the date of coverage.
5. Retirement is not an IRS defined qualifying event. If a worker who is enrolled in the Health Plan Bonus Waiver Program retires during the plan year, the retiree is not eligible to enroll in retiree medical coverage upon retirement until the next open enrollment period after retirement, typically in September.

Life Insurance

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

Vision Care Plan

The County agrees to provide a Vision Care Plan for all workers and dependents. The Plan will be the Vision Service Plan - Plan A with benefits at 12/12/24 month intervals with twenty dollar (\$20.00) deductible for examinations and twenty dollar (\$20.00) deductible for materials. The County will fully pay the monthly premium for worker and dependents and pick up inflationary costs during the term of this agreement.

Flexible Spending Account (FSA) Plan

The County has implemented a Flexible Spending Account (FSA) Plan effective with a new plan year starting January 1, 1999 in accordance with Internal Revenue Code (IRC) section 125. This County established FSA Plan enables a County worker to annually designate and set aside bi-weekly payroll deduction, up to \$2,000 of wages on a pre-tax basis for eligible medical/dental expenditure based on a list of IRS approved expenditure.

County-wide Benefits

The parties agree that, during the term of this Agreement, County-wide changes in benefits, such as medical, dental, holidays, or retirement, shall be applied to workers in these units.

Section 13.3 - Training for Disabled Workers

a) **Vocational Rehabilitation**

When a worker is determined by the County unable to return to the classification in which he/she was employed at the time of injury or illness because of a work-connected illness or injury and does not elect a disability retirement, that worker will be offered vocational rehabilitation.

b) **Lateral Transfer/Demotion Openings**

If the worker meets all the qualifications for a particular position (this would take into account his/her medical limitations, prior work experience and skills) and an opening exists that involves a lateral transfer or demotion, the position shall be offered to the worker.

c) **Salary Level**

In accordance with Chapter VI, Article 5, Section A25-661 (e) of the Personnel Practices, "...the salary of the employee shall be placed at the step in the salary range which corresponds most closely to the salary received by the employee as of the time of injury. In the event that such a demotion would result in a salary loss of more than ten (10) percent, the employee's new salary shall be set at the rate closest to but not less than ten (10) percent below his salary as of the time of injury." It is understood that "salary as of time of injury" as used in the previous sentence refers to range and step, not specific dollars.

d) **Training Program**

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

e) **Placement Review**

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

f) **Promotions**

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

g) **Referral to Accredited Rehabilitation Agency**

In those cases where the County is unable, for one reason or another, to place a worker in a comparable occupation, that worker's case will be referred to an accredited rehabilitation agency as approved by the Division of Industrial Accidents for testing, counseling and retraining at either the County's or State's expense.

h) **State Legislation**

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

Section 13.4 - Deferred Compensation Plan

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

Section 13.5 - Joint Health Care Cost Containment Committee

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

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

Section 13.6 - Joint Childcare Committee

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

ARTICLE 14-PERS

The County will continue the present benefit contract with PERS which is the 2% at 55 Retirement Plan, except those workers covered by safety retirement as listed in Appendix E.

In accordance with § 20636, sub section (c) (4) of the California Public Employee Retirement Law, the County and SEIU Local 715 agree that the County shall report Employer Paid Member Contribution (EPMC) as special compensation concurrent with the effective date of PERS "Single Highest Year.

The County shall pay on behalf of all workers covered under PERS Miscellaneous 7% member (worker) contribution to the Public Employee's Retirement System as well as an additional 0.49% which is attributable to reporting 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 10.49% to the base wage for effective wage.

The County further agrees to amend its contract with PERS effective December 17, 2007, for the 2.5% at 55 Plan for Miscellaneous employees. In consideration for this amendment the Union agrees for each worker covered under this benefit to contribute to PERS, through payroll deduction effective December 17, 2007, an amount equal to 3.931% of PERS reportable gross pay for the duration of this Agreement.

ARTICLE 15 - USE OF PRIVATE VEHICLES AND MILEAGE PAYMENT

Section 15.1 - Use of Private Vehicles a) No Requirement

No worker shall be required as a condition of obtaining or continuing County employment, to possess or provide a private vehicle for use in connection with his/her County employment. Use of County vehicles shall be in accordance with County policies and regulations.

b) Authorization of Use

Departments may authorize the use of private vehicles by their department workers, with each department maintaining a continuous listing of those workers authorized to use their private vehicles. Each worker so authorized shall have completed applicable County authorization requirements governing County driver permits and insurance. Workers not having completed such requirements and thereby not on the listing shall be neither required nor authorized to use their private vehicles.

c) Damage

Workers whose vehicle is damaged in a collision with another vehicle while driving a personal vehicle on County business shall, following the approval of the ESA Claims Division or if denied by ESA and subsequently approved on appeal to the Accident Review Board, be reimbursed for such damage not to exceed five hundred dollars (\$500.00) provided:

1. The driver of the other vehicle is responsible for the accident as verified by a police report, and the damages shall be unrecoverable from the other party by reason of lack of liability insurance, or
2. The damage is caused by a hit-run or unidentified driver as verified by a police report, and/or
3. The amount of damage to be reimbursed by the County is not recoverable under any policy of insurance available to the worker. The County shall be subrogated to the worker's rights of recovery from the responsible party.

Section 15.2 - Reimbursement for Use of Private Vehicles a) Mileage Reimbursement

Any worker required to travel on business for the County and who has been duly authorized to use and does use a privately owned automobile shall be allowed and paid as traveling expense for the actual miles traveled during any calendar month at the rate of \$0.31 per mile for all miles. Actual miles traveled shall be defined as all miles driven on County business. However, no mileage reimbursement shall be paid for miles traveled to the first field or work location of the day from the worker's place of residence or from the last field or work location of the day to the worker's place of

the distance normally traveled by the worker during his/her normal home-to-work commute. In that case, the worker may claim reimbursement for only the added mileage which exceeds the normal home-to-work mileage.

Effective September 1, 2000, the rate of reimbursement shall be equal to the "standard mileage rate" for auto expenses established by the Federal Government as the maximum tax exempt mileage rate. Subsequent to September 2000, the County rate of reimbursement shall be adjusted on the first day of the month that any change by the Federal Government "standard mileage rate" is effective.

Section 15.3 - County Business Travel a) Meal Reimbursement

Workers who are required in the performance of their duties to travel beyond the Counties of Santa Clara, San Benito, Santa Cruz, San Mateo, San Francisco, Alameda and Contra Costa shall be reimbursed for meals at the rate of:

Base Rate (No Receipt)	Extended Rate (2x Base) (Receipts required)
\$30.00 Per Day Maximum	\$60.00 Per Day Maximum
Breakfast \$7.00	Breakfast \$14.00
Lunch 8.00 Dinner 15.00	Lunch 16.00 Dinner 30.00

A worker must provide receipts for all meals on any day in which the extended rate is claimed for either an individual meal or the daily maximum.

During the term of this Agreement the meal reimbursement rates may be increased pursuant to the provisions of County Ordinance Code Section A31-2(a)(3).

Other expense, including meal reimbursement where allowed within these counties, shall be reimbursed as provided in the Santa Clara County Code and County Procedures Manual, except that such workers as are designated by the County to accomplish work requiring them to be absent from the County on out of state travel, shall be reimbursed at a rate of thirty-seven dollars (\$37.00) per day. Receipts will be required for meal expense claims that exceed twenty-seven (\$27.00) dollars per day.

b) Out-of-State Advance

Workers assigned to out-of-state work, excluding seminars and training, shall receive a one hundred percent (100%) advance prior to departure for anticipated out-of-pocket expenses in accordance with County Ordinance Code Section A31-7, overpayments shall be adjusted in accordance with said Ordinance Code Section and by administrative arrangement with the County.

c) **Claims for Travel Expense**

In accordance with County Ordinance Code Section A31-8, receipts for all expenditures for lodging and all other individual expenditures in excess of ten dollars (\$10.00) shall be submitted with claims for travel expenses. All individual expenditures of ten dollars (\$10.00) or less shall be itemized in the claim; however, receipts are not required. It is recognized that individual expenditure of ten dollars (\$10.00) or less may be incurred daily or over the entire period of travel; the ten dollar (\$10.00) limit pertains to the cost of each item rather than the total cost of such items.

Section 15.4 - Parking Stickers for Workers with Disabilities

All workers determined by the County to be disabled in accordance with standards of the State of California Department of Motor Vehicles will be issued a disabled workers parking sticker for their private vehicle.

ARTICLE 16 - WORKERS IN UNCLASSIFIED POSITIONS

Coverage Under the Contract

All workers in unclassified coded positions within the Union bargaining units shall be subject to and protected by this Agreement and departmental agreements, except as otherwise provided.

Seniority

Time worked in such positions shall apply to seniority for the purposes of departmental agreements, salary increments and all other matters in the same manner for all other coded positions, except as otherwise provided. (No change in past practices or agreements unless agreed to.)

Examinations

Such workers shall be allowed to participate in examinations in the classified service equivalent to the positions they occupy as well as all open and/or promotional examinations for which they qualify under Merit System Rules.

New Programs

Prior to final approval by the County and the granting authority of new special programs funded from State and/or Federal sources which create positions under County Charter Section 704(h) which are the same or similar positions covered by this Agreement, the parties agree to meet and confer on:

1. Coverage of such positions by all or any portion of the terms of this Agreement.
2. The impact the utilization of such positions may have on workers in positions currently covered by this Agreement.

ARTICLE 17-SAFETY

Section 17.1 - Safety Standards

The County necessarily abides by safety standards established by the State Division of Industrial Safety and pursuant to the Occupational Safety and Health Act. Appendix J of this Agreement describes the agreed guidelines for Department Safety Committees. Upon request, departmental negotiations on the number of representatives to the Departmental Safety Committee (paragraph 3 of the Guidelines) shall be negotiated at the departmental level. Such negotiations shall be subject to the provisions of Article 8.3(b) of this Agreement and shall also be subject to review and approval of the County-wide Safety Committee pursuant to the Guidelines.

Section 17.2 - Ambience Guidelines

The County has promulgated guidelines with respect to variations in ambience (e.g., heat, light) in work locations within the County. The guidelines cover conditions encountered by workers who work both inside and/or outside. These guidelines are as follows:

Workers of the County work in a variety of physical locations, both indoors and out, where environmental factors such as temperature, humidity, solar radiation and air movement vary widely. Individual workers' tolerance levels for variations in those environmental factors vary from person to person based on physiological differences, general health, physical condition, the nature of the worker's work and other individual tolerance factors not otherwise definable.

Although Federal and State OSHA regulations do not deal specifically with variations in these environmental factors, nor can individual tolerance levels be controlled, these guidelines are issued and intended to assist departments/agencies in dealing with extremes of the environmental factors listed above.

"Extremes" in such factors are not specifically defined here; but should be determined by each department/agency in accordance with the season of the year or the work setting, based on commonly accepted standards for the nature of the work and the facilities or environment in which the work is performed. Distinctions should be kept in mind between comfort, efficiency and health considerations. Under these guidelines, each department/agency should determine acceptable limits of variation based on the factors described above, giving due regard to the work environment and its inherent characteristics and limitations. Department/agency determinations concerning extremes and acceptable limits of variation are subject to review by the County Executive's Office of Occupational Safety and Environmental Compliance (OSEC).

Procedures

Each department/agency shall designate representative(s) responsible for receiving, evaluating and reporting worker complaints of environmental extremes through channels in accordance with these procedures. Depending on whether the reported extreme is in a building or outside, it will be acted upon as described below.

Buildings

Buildings are defined as all indoor facilities and structures operated (owned or leased) by the County and occupied by County workers.

The Office of Occupational Safety and Environmental Compliance (OSEC) shall designate representative(s) for the purpose of receiving and responding to department/agency reports of environmental extremes in County facilities.

The Office of Occupational Safety and Environmental Compliance (OSEC) shall promptly investigate complaints received from designated department/agency representatives and take reasonable steps to make any needed corrections. OSEC will also promptly provide a status report for the complaining department/agency regarding the conditions. The report will note if the condition is extreme, the expected duration of the extreme and the cause. If requested, this report will be made available by the department/agency to the worker(s) who initiated the complaint.

Outside of Buildings

Environmental factors outside of buildings are not controllable. Reports received by designated representatives concerning outside environmental extremes will be evaluated and a decision made regarding alternative work procedures for work crews engaged in out of doors physical labor. If alternative work procedures are implemented, reasonable access to available shelter and water shall be provided consistent with the nature and locale of the work.

A distinction is to be made between those who perform physical labor in the outdoors versus those whose work requires temporary or regular presence in the outdoors or in vehicles necessary for completion of assigned work. In the latter instances, alternative work procedures should generally be required less frequently than in the case of work crews performing out of doors physical labor.

Alternatives When Environmental Extremes Exist

The decision to implement any variation in work activities shall be that of the appointing authority or his/her authorized representative. Careful consideration must be made regarding the department/agency's overall operation to meet required service needs. However, when in the department/agencies judgment extremes in environmental conditions will continue to exist for a significant period, the department/agency head may invoke any or all of the following possible alternative work procedures:

1. Reduce work productivity levels.
2. Authorize more frequent rest periods throughout the work cycle.
3. Where workers may be excused from duty and they request time off because of the extreme situation, excuse those who may be released and charge said time,

at the worker's option, to his/her accrued but unused vacation, compensatory time off or personal leave days; or to leave without pay.

These alternatives are not intended to limit the appointing authority from approving other alternatives, such as temporary changing of hours of work, temporary changing of work assignments, etc.

Workers who become ill because of extreme conditions may use sick leave in accordance with regular County procedures.

ARTICLE 18 - GRIEVANCE PROCEDURE

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

Section 18.1 - Grievance Defined

a) Definition

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, Department Memoranda of Agreement and/or Understanding, Merit System Rules, or other County ordinances, resolutions, Policy and/or Procedure Manuals, or alleged infringement of a worker's personal rights (i.e., discrimination, harassment) affecting the working conditions of the workers covered by this Agreement, except as excluded under Section 18.1(b).

Section 18.2 - Grievance Presentation

b) Matters Excluded From Consideration Under the Grievance Procedure

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

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

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

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

Section 18.3 - Procedural Compliance

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

Section 18.4 - Time Limits

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

Section 18.5 - Informal Grievance Step

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

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

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

Section 18.6 - Formal Grievance

a) **Step One** - Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the appointing authority. A copy of the grievance will be sent to Labor Relations and this copy shall dictate time limits. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;

4. The rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired; and
7. The name of any person or representative chosen by the worker to enter the grievance.

A decision shall be made in writing within fifteen (15) working days of receipt of the grievance. A copy of the decision shall be directed to the person identified in (7) above and grievant, or in the case of a group grievance, to the grievant listed first in (1) above. A copy shall be sent to the Union and this copy shall dictate time limits.

Step Two - If the aggrieved is not satisfied with the Step One decision, he/she may, within fifteen (15) working days after receipt of the first step decision, present a written presentation to be directed to the County Executive's designated representative indicating the aggrieved wishes (1) the County Executive's designated representative to review and decide the merits of the case or whether (2) the aggrieved wishes the grievance to be referred to an impartial arbitrator. At this step, a meeting shall be held if requested by either party. The grievant may be accompanied by his/her Steward and/or Chief Steward. All parties meet and disclose the theory of the grievance and the theory of denial as well as the facts upon which these theories are based.

Pre-Arbitration Meeting (Stipulation and Arbitrator Selection) - After a grievance has been moved to Step Two, the Union and County shall continue efforts at resolution. In addition, all parties will attempt to stipulate to all facts, disclose all pertinent information and agree on the question or questions to be submitted to an arbitrator.

Pre-Arbitration meetings shall be held monthly for each department/agency. By mutual agreement, pre-arbitration meetings may be scheduled more frequently. The Union shall be entitled to have released, for pre-arbitration meetings, the grievant, and in the case of a group grievance, no more than two (2) of the affected workers, and the appropriate Chief Steward, or in his/her absence, the Steward.

Each grievance shall be specifically reviewed and discussed at a maximum of two pre-arbitration meetings. The parties may mutually agree to have additional meetings prior to arbitration. If a grievance remains unresolved after discussion, review, fact stipulations, information disclosure and determination of the questions or question to be submitted to the arbitrator, the parties will select an arbitrator from the panel in Section 18.6(d).

The parties will also decide if the grievance will be arbitrated on an expedited or regular arbitration basis.

Either party may, following the selection of the arbitrator, and the specific review and discussion of a grievance, forward the grievance to the Arbitration Calendar Coordinators for scheduling pursuant to Section 18.7.

d) Arbitration

For the term of this agreement the County and the Union have agreed to the following panel:

John Kagel
Gerald McKay
Morris Davis
Christopher Burdick

Jerilou Cossack
Alexander Cohn
Luella Nelson

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

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

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

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

Section 18.7 - Grievance Committee Scheduling

- a) The Union and the County shall each designate an Arbitration Calendar Coordinator (ACC). The Arbitration Calendar Coordinators shall mutually maintain, in date order, a listing of all grievances by arbitrator based on the process described under 18.6(d). The Coordinators shall then mutually agree upon arbitration dates.
- b) A minimum of six (6) regular scheduled arbitration dates shall occur during contract years 2006, 2007 and 2008 and expedited arbitration dates as mutually agreed.

- c) The Arbitration Calendar Coordinators shall schedule cases by arbitrator based on the date Step Three was completed. Each regular arbitration date shall have the two oldest open cases scheduled, for that arbitrator. One case shall be designated the primary case and one the backup case. No new cases may be substituted, after scheduling, without mutual agreement.

Section 18.8 - Expedited Arbitration

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

Section 18.9 - Arbitration Release Time

- a) The worker on whose behalf the grievance has been filed will be granted release time for the entire hearing. Release time to serve as a witness will be granted on a scheduled basis, i.e., when the worker is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing. Release time also will be granted to the appropriate Chief Steward.
- b) Other requests for leave for the purpose of participation in a grievance arbitration hearing will also be granted and charged to the worker's own leave time -provided the absence does not unduly interfere with the performance of service.

Section 18.10 - Grievance Backlog Reduction Project

- a) The County and the Union agree to continue the Grievance Backlog Reduction Project. Any grievance which was filed prior to December 31, 2004 in contract year 2006, December 31, 2005 in contract year 2007, and December 31, 2006 in contract year 2008 and which has not been scheduled for arbitration by the Arbitration Calendar Coordinators shall be handled in accordance with the following procedure:
- b) A grievance hearing panel is created consisting of one (1) representative from the Union and one (1) representative from Management. This panel shall be chaired by a neutral arbitrator from the following list for this Project:

Wilma Rader	Thomas Angelo	Alexander Cohn
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- c) Outstanding grievances shall be referred to the grievance hearing panel by order of initial filing, with the oldest cases being scheduled first. The Union and the County must give consent for a case to be calendared.
- d) The grievance hearing panel shall convene one (1) day a month beginning in October 1999. The panel may meet more frequently if mutually agreed to by the Union and the County
- e) The grievance hearing panel shall hear the matter informally with no attorneys representing either party and one (1) witness from each party. Any additional witnesses shall be presented through written testimony. Any written testimony must be submitted to the other parties including the arbitrator no later than five (5) working days prior to the hearing. The grievant and the department may be represented by staff advocates.
- f) A grievance may be submitted to the panel without presentation by one or both parties but with the submission of documents.
- g) The panel shall issue a bench decision to be followed by a letter decision and such decisions shall not be precedent setting.

ARTICLE 19 - CLASSIFICATION

Section 19.1 -Reclassification

A worker may request reclassification through his/her department during the month of October or such time as designated by the Director of Personnel but in any event no less than one (1) month per year. The department shall forward all requests to the Director of Personnel's designee with a recommendation for approval or denial. No request for reclassification may be made in a year where there is a reallocation window.

The Director of Personnel's designee will review the requests and notify the worker and the Union of his/her approval or denial and if denied the reasons for denial no later than three (3) months following the window.

If the request is denied, the worker shall have the right to appeal to the Director of Personnel. The appeal shall be submitted in writing within ten (10) working days of the receipt of the written denial. The County shall provide the Union with copies of all appeals.

The Director of Personnel shall determine the procedure of the appeal. If an appeal hearing is held the worker may have one (1) representative present. The worker and the Union shall be notified in writing of the decision of the Director of Personnel. The Director shall compile a list of all of the approved studies and the expected completion date and shall provide the Union with a copy of the list.

A worker whose request for reclassification is accepted or approved on appeal by the Director of Personnel shall have the completed study posted to the Union no later than 12 months after the date of acceptance or favorable appeal determination. For classification studies pending as of June 18, 2006, the 12 months will begin on June 19, 2006.

Section 19.2 - Allocation Review

Reallocation is a process by which a worker requests to have his/her position considered for a change to an existing higher level classification.

- a) A worker may request in writing a reallocation review of his/her position based upon the differences between his/her current classification specification and the classification specification to which the worker requests reallocation.

Workers must submit to the appointing authority a position questionnaire which fully describes their current duties. The appointing authority must, within twenty (20) working days, remove the higher duties and the worker will be eligible for work out of class payment from a period of twenty (20) working days prior to the date of receipt of his/her request or deny the request and forward it to the Director of Personnel consistent with the schedule below:

**Notice to
Appointing Authority**
12/31/ 07

Pre-hearing Arbitration
3/20/08 - 3/31/08

5/3/08 - 5/12/08

The parties agree that the following procedures shall apply.

1. Identify and agree to a list of challenged allocations. Additions to the list may be made by mutual agreement. Only the worker who is the incumbent of the position on the date of the Request for Review and continues to be the incumbent on the date of the Allocation Review Board hearing will be allowed to appeal to the ARB, with Union concurrence, pursuant to Article 18.
2. A series of informal meetings called the Pre-arbitration Review Process shall be held in an attempt to resolve challenged allocations prior to the formal Allocation Review Board Hearings. Present at the PARP shall be the worker and two (2) representatives and three (3) County representatives. Either party may bring one (1) witness to testify. No new information will be considered after the PARP. The results of the PARP will be made known to the Union, with some explanation to the Union of reasons for denial at that step.
3. A review board will evaluate the unresolved challenged allocations. The board will consist of three (3) individuals knowledgeable of the County classification structure or general classification techniques. The County and the Union will select their representative and jointly agree to a third party. The cost of retaining the third party will be borne jointly by the County and the Union. Present at the Allocation Review Board will be the affected worker and two (2) representatives and three (3) County representatives. Either party may bring witnesses.
4. The Board will review the information obtained during the hearing and make a recommendation to the Board of Supervisors.
5. It is expected that the County and the Union will abide by the recommendations of the Board. However, either party may submit its positions directly to the Board of Supervisors along with the Review Board recommendation.
6. Any change in allocation will be presented to the Board of Supervisors for implementation the beginning of the pay period following the decision of the ARB.

7. The County will provide the Union copies of all requests submitted by workers no later than March 1, of each year following the close of the window.
8. All Merit System Rules that apply to regular classification studies such as test requirements, minimum qualifications etc. shall apply to the reallocation process. It is understood that no different process shall be used for the persons using this process than for persons reclassified through other provisions.
9. Workers who have their reallocation request denied by the arbitrator shall not be permitted to participate (request the same class) in the reallocation process until one additional window has passed.

Section 19.3 - Lead Worker

Lead duties whether included in the job description or paid for through a differential shall include but not be limited to the following:

- a) Assigns, distributes and adjusts short-term workloads;
- b) Resolves work-related problems within guidelines set by the supervisors, including written counseling;
- c) Keeps apprised of the progress of the work;
- d) Answers procedural and work-related questions;
- e) Assists the supervisor in reviewing the work;
- f) May train new workers by providing general orientation to office, instruction on specific tasks, and review of task performance;
- g) May assist the supervisor in the interview process for new workers-such input shall be advisory.

Section 19.4- Reallocations

a) Allocation to a Supervisory Position

When the Department of Human Resources reclassifies or reallocates a position that is represented by SEIU Local 715 to a supervisory unit, such action may be appealed. The County will notify the Union in writing of its intent to take the action and the reasons. The Union will have five (5) working days following receipt of the notice to file an appeal in writing and the reasons to the Deputy County Executive. Prior to conducting a hearing, the County shall arrange a meeting within five (5) working days to include the worker whose job is in question, a Union representative(s) and a County representative to review the contents of the worker's job and the relevant organization structure. The Deputy County Executive will conduct a hearing on the appeal within ten (10) working days after the meeting. A decision will be rendered by the Deputy County Executive within five (5) working days following the hearing.

Vacant Positions

At least ten (10) working days prior to the Board of Supervisors hearing a request to change a vacant 715 position to a position outside a 715 unit, the County will notify the Union. The notification will include positions/codes to be supervised and an updated proposed organizational chart.

ARTICLE 20 - CONFLICT OF INTEREST

Workers are to abide by all applicable Federal, State and Local Statutes or contract requirements regarding conflict of interest in outside employment. Workers intending to engage in outside employment shall file an advance statement of such intent for the approval of the appointing authority.

ARTICLE 21 - STRIKES AND LOCKOUTS

During the term of this Agreement, the County agrees that it will not lock out workers and the Union agrees that it will not engage in any concerted work stoppage. A violation of this Article will result in cessation of Union dues deduction by the County.

If a worker represented by Local 715 is expected to cross a picket line set up due to a labor dispute sanctioned by the Central Labor Council and if the crossing of that picket line is in conflict with the worker's conscience, the County Executive and his/her staff will meet, if requested, within twenty-four (24) hours with Local 715 and attempt to reassign said worker in a manner which retains County services and does not result in disciplinary action against the worker.

ARTICLE 22 - FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the County and its Departments and the Union. This Agreement supersedes all previous memoranda of understanding or memoranda of agreement between the County and its Departments and the Union except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the County, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by Management direction.

ARTICLE 23 - SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

If the State of California notifies the County of Santa Clara that legislation has been implemented which assesses monetary penalties to local governments which settle wages and/or benefits with increases in excess of certain limits (an example of such legislation is AB 1040, introduced in Spring 1991), those benefits and/or wages shall not be implemented or continue to be paid. The parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually agreed upon alternative.

The County reserves the right to cease payment or seek repayment of wages and/or benefits upon which the State of California is basing the monetary penalty. The Union reserves the right to contest the legality of the payment cessation or repayment.

It is understood that the purpose of this Section is to ensure that the County does not incur any liability or penalties on either the original agreement provisions, or the negotiated alternate provisions.

ARTICLE 24 - IMPLEMENTATION

It is understood by the County and the Union that to fully implement this Agreement it will be necessary for the County to amend several existing County ordinances, some of which require the approval of the County Personnel Board, so that such ordinances will not conflict with the provisions of this Agreement. The County and the Union agree to cooperate to secure the enactment of such ordinances.

ARTICLE 25 - TERM OF AGREEMENT

This Agreement shall become effective only upon approval by the Board of Supervisors and for the units listed in Article I upon the ratification by the individual unit as listed, and shall remain in full force and effect to and including June 14, 2009 and from year-to-year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to June 14, 2009 or any subsequent June 14, of its desire to terminate this Agreement or amend any provision thereof.

DATED: // - 2x11^0 6

SANTA CLARA COUNTY
NEGOTIATING COMMITTEE


SEIU LOCAL 715



Luke Leung



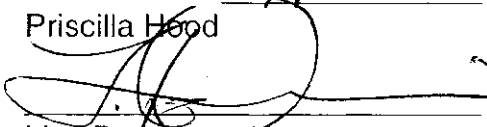
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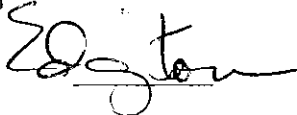
Nick Steinmeier



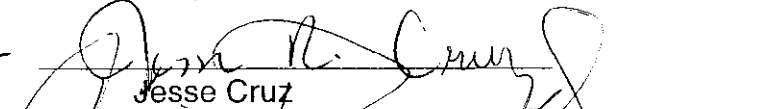
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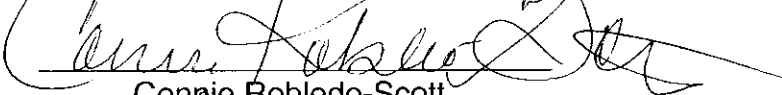
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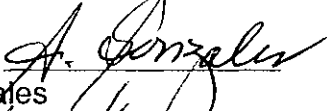
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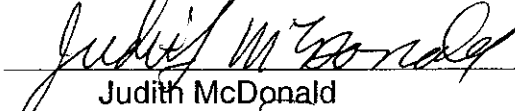
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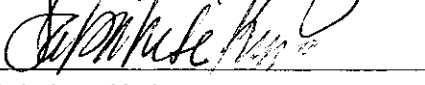
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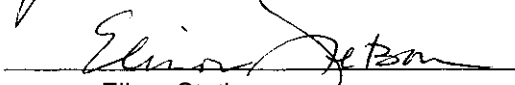
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Judith McDonald



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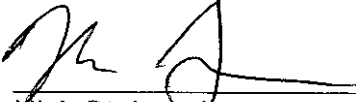
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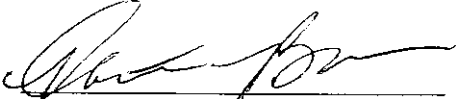
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SEIU LOCAL 715



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APPENDIX B - CLERICAL UNIT

B.1 - Salaries

The following salary grades will be in effect as noted.

Job Code	Job Title	June 19, 2006 Grade
D98	ACCOUNT CLERK I	377
D97	ACCOUNT CLERK II	396
C60	ADMIN ASSISTANT	417
D88	ASSESSMENT CLERK	395
D55	BOARD CLERK I	434
D54	BOARD CLERK II	456
D81	CASHIER	376
F19	CHILD SUPPORT DOCMNT EXAMINER	436
F57	CLERK-RECORDER OFFICE SPCI	373
F56	CLERK-RECORDER OFFICE SPC II	393
F55	CLERK-RECORDER OFFICE SPC III	431
D72	CLIENT SERVICES TECHNICIAN	396
G33	DATA ENTRY OPERATOR	375
G34	DATA ENTRY OPERATOR TRAINEE	344
D03	DATA OFFICE SPECIALIST	413
D78	DATA PROCESSING EQUIPMENT OPR	382
E08	DEPUTY REGISTRAR VITAL STAT	457
G97	ELECTION SPECIALIST	450
C29	EXEC ASSISTANT I	434
C19	EXEC ASSISTANT II	454
J69	HEALTH INFORMATION CLERK I	358
J68	HEALTH INFORMATION CLERK II	373
J67	HEALTH INFORMATION CLERK III	397
J78	HEALTH INFORMATION TECH I	414
J77	HEALTH INFORMATION TECH II	460
D2E	HEALTH SERVICES REP	399
G52	HOSPITAL COMMUNICATIONS OPR	384
D29	HOUSE STAFF COORD	444
D99	INVESTMENT TECHNICIAN	418

APPENDIX B - CLERICAL UNIT

Job Code	Job Title	June 19, 2006 Grade
D63	LAW ENFORCEMENT RECORDS SPEC	457
D42	LAW ENFORCEMENT RECORDS TECH	437
F14	LEGAL CLERK	431
F16	LEGAL CLERK TRAINEE	421
D70	LEGAL SECRETARY I	438
D66	LEGAL SECRETARY II	458
D74	LEGAL SECRETARY TRAINEE	394
E55	LIBRARY CLERK I	361
E54	LIBRARY CLERK II	373
E16	LIBRARY PAGE	100 X
E24	LIBRARY TECHNICIAN	358
D79	MEDICAL ADMIN ASSISTANT I	422
D76	MEDICAL ADMIN ASSISTANT II	444
D75	MEDICAL OFFICE SPECIALIST	400
D87	MEDICAL TRANSCRIPTIONIST	417
D02	MEDICAL UNIT CLERK	399
E61	MENTAL HEALTH OFFICE SPEC	403
D51	OFFICE SPECIALIST I	358
D49	OFFICE SPECIALIST II	373
D09	OFFICE SPECIALIST III	393
P71	OPERATING ROOM CLERK	399
T32	PARK SERVICES ATTENDANT	308
D48	PATIENT BUSINESS SERV CLERK	401
C86	PAYROLL SERVICES CLERK	414
G71	PRECINCT PLANNING SPECIALIST	479
D58	RECORDABLE DOCUMENTS INDEXER	385
D57	RECORDS RETENTION SPECIALIST	369
D3A	RESOURCES SCHEDULING REP	422
D62	REVENUE COLLECTIONS CLERK	399
E87	SR ACCOUNT CLERK	414
D83	SR ASSESSMENT CLERK	407
G32	SR DATA ENTRY OPERATOR	395
D61	SR DP EQUIPMENT OPERATOR	430

APPENDIX B - CLERICAL UNIT

Job Code	Job Title	June 19, 2006
		Grade
D11 TRANSCRIPTIONIST 395	D04 TUMOR REGISTRAR 399	D35 VHP
ASSISTANT 406 D25	VHP MEMBER SERVICES REP 419	

APPENDIX B - CLERICAL UNIT

B.2 - Staff Meetings

The County agrees as a matter of principle that clerical representation is appropriate in department staff meetings which discuss items impacting on the clerical functions or working conditions. The Union can request from each department the procedure for implementing this principle no more than once during the term of this agreement. The parties agree that such procedures are appropriate for meeting and conferring at the departmental level and subject to the provisions of Article 8.15(b).

B.3 - Transfer and Examination System

The County shall maintain an information system to distribute transfer opportunities and examination information to clerical workers. The County will provide currently available data via a network of telephone and computer information systems (that shall be known as resources). The system will consist of the following:

- One (1) line (299-3016) general information on transfer opportunities including unclassified and Office Specialist I and/or Office Specialist II alternately staffed/trainee positions for all County Departments, except those noted below. Included on this line will be information referring workers to the following resources for further information. The transfer information will include the job title, location, hours of work, special skills (if unusual), contact person, and telephone number.
- One (1) line (299-3016) listing all clerical transfer opportunities. Included on this line will be information referring workers to other resources for further information.
- One (1) line (299-3016) listing all current promotional and open competitive examinations with title and final filing date. When testing dates and cutoff dates are established for continuous examinations, that information will be included also. Included on this line will be information referring workers to other resources for further information.
- One (1) line (975-4598) for the Social Services Agency which will provide information for transfer opportunities including unclassified within that Agency. Included on this line will be information referring workers to other resources for further information.
- One (1) line (885-5471) for the Santa Clara Valley Health and Hospital System which will provide information for transfer opportunities including unclassified within that Department. Included on this line will be information referring workers to other resources for further information.
- County intranet (internal) website at www.sccgovatwork which will provide information for open competitive opportunities, promotional opportunities and transfer opportunities including unclassified positions. The transfer

APPENDIX B - CLERICAL UNIT

information will include the job title, location, hours of work, special skills (if unusual), contact person, and telephone number.

-- County internet (external) website at www.sccjobs.org which will provide information for open competitive and promotional opportunities.

- a) Prior to filling any position from the appropriate eligibility list within this unit, notice of the vacancy shall be listed on the transfer line and the County intranet website for six (6) working days.
- b) Information will be updated weekly on all transfer lines and the County intranet website and biweekly on promotional lines and the County intranet and internet websites when revised information is available.
- c) Chief Stewards will receive and distribute job summaries within their work area. The County will provide each Chief Steward with copies of all job summaries. The total number provided shall not exceed thirty-six (36). Such job summaries will be the responsibility of the Chief Steward. The County agrees to post summaries of recruitments for maximum exposure of job opportunities.

B.4 - Union-County Clerical Education Program

- a) A Joint Labor-Management Committee composed of three (3) members selected by the Union and three (3) members from Management, will continue to meet to develop educational courses which will enhance the career opportunities for workers in the Clerical Unit. A fourteen thousand and five hundred dollar (\$14,500) fund has been established for this program for the 2006-2009 portion of the term of this Agreement.
- b) The purpose of this committee is:
 - 1. To develop a list of courses which will enhance the career opportunities for workers in the Clerical Unit.
 - 2. The Joint Labor-Management Committee will oversee the details of scheduling and content. Management will have final decision on scheduling. The committee will periodically review the value of the courses and recommend revisions in curriculum.
- c) The County will assume responsibility for scheduling and providing facilities for such courses. Scheduling shall be arranged, when possible, to minimize impact on the normal work hours. Every effort will be made to schedule classes between 7:00 a.m. and 6:00 p.m. on weekdays.

The Union will designate up to thirty (30) clerical representatives for course catalogue distribution by the County.

APPENDIX B - CLERICAL UNIT

- d) When applicable, Section 12.8(f) will apply. **B.5 -**

Time Off for Career Advancement

The County shall, as a matter of policy, permit workers to pursue County transfers and promotions, including scheduled examinations, interviews and location visits without loss of compensation or benefits, if forty-eight (48) hours notice is given to the worker's supervisor or department head.

B.6 - Typing Tests

For those County promotional opportunities requiring typing examinations, the County will:

- a) Provide testing facilities at ESA - Department of Human Resources.
- b) Accept certification from accredited business schools in lieu of such County typing examinations when actual test and score sheet are attached.
- c) County workers shall have the opportunity to take the typing test each time it is offered on a space available basis.

Satisfactory typing test results and certification will be valid if accomplished not more than thirty-six (36) months prior to the date of application for the position.

B.7 - Training

Workers in classifications not assigned supervisory duties shall not be required to train other personnel. Training of workers in this Unit shall only be performed by the worker's supervisor or by people paid to administer training. The County agrees, where possible, to orient new workers before the incumbents leave.

B.8 - Union Logo

With approval between the Union and individual department heads, clerical workers shall have the right with Union membership to include the Union logo on all materials they type (SEIU-715).

B.9 - Differentials

a) **Stenography Differential**

The County will pay a differential of approximately five percent (5%), range to range based on the worker's current range and step for positions in the Clerical Unit which meet the following criteria:

1. The amount of time spent in taking and transcribing dictation should comprise a minimum of approximately ten percent (10%) of the job; and/or
2. The position is the only one in the office available to take dictation; or

APPENDIX B - CLERICAL UNIT

3. The position acts as back-up in a situation where there are several available persons to dictate.

Inherent in the definition of stenography is transcription, as well as taking notes in some form of shorthand.

The above will only apply to the following classifications:

Office Specialist II Office
Specialist III Administrative
Assistant Executive Assistant I
Executive Assistant II

Positions in other classes may be allocated this differential upon approval of the County Executive and the Director of Personnel.

Lead Differential

The County will pay a differential of approximately six percent (6%), range to range based on the worker's range and step, for positions in the Clerical Unit which meet the criteria listed below:

1. That the lead role be assigned in relation to a minimum of 4.5 full-time equivalents working in a regular on-going basis in a large work unit where assignments are standardized, relatively unchanging and of limited variety; or
2. That the lead role be assigned in relation to a minimum of two full-time equivalents working on a regular on-going basis in a small work unit where assignments are varied and frequently changing.

The lead role whether included in the job description or paid for through this differential will be defined to include but not be limited to these functions:

1. Assigns, distributes and adjusts short-term workloads;
2. Resolves work-related problems within guidelines set by the supervisors, including written counseling;
3. Keeps apprised of the progress of the work;
4. Answers procedural and work-related questions;
5. Assists the supervisor in reviewing the work;

APPENDIX B - CLERICAL UNIT

6. May train new workers by providing general orientation to office, instruction on specific tasks, and review of task performance;
7. May assist the supervisor in the interview process for new workers -- such input shall be advisory.

Notice of an available lead differential will be posted on worker bulletin boards prior to assigning.

The above will apply to all classifications except the following:

Administrative Assistant	Medical Administrative Assistant II
Executive Assistant I	Park Services Attendant Senior
Executive Assistant II	Account Clerk Senior Assessment
Health Information Clerk III	Clerk Senior Data Entry Operator
Health Information Technician II	Senior Health Services Rep. Senior
Justice Systems Clerk II	Library Clerk Senior Office
Law Enforcement Records Specialist	Specialist Senior Patient Bus. Svc.
Law Enforcement Records Technician	Clerk
Medical Administrative Assistant I	

Positions in other classes may be allocated this differential upon approval of the County Executive and the Director of Personnel. As a result of future classification studies this section may be amended by the County after following the requirements of Article 22.

Legal Secretary I Differential

A differential of approximately five percent (5%), based upon the third step of the salary range for Legal Secretary I, shall be paid to an incumbent of a position in this class who, in addition to performing legal secretarial duties:

1. Is assigned to provide lead to a large group of Legal Secretaries; or
2. Is assigned to provide lead to two (2) or more general clerical personnel in a branch operation that is geographically removed from the main office; or
3. Is assigned to perform secretarial duties for the head of a large division in a legal department.

This differential will not be covered by the differential bidding procedure.

Legal Secretary Shorthand Differential

Incumbents in the Legal Secretary class series shall be paid at a range approximately two percent (2%) over the established rate upon:

APPENDIX B - CLERICAL UNIT

1. Qualifying at the stenography speed established for the class; and
2. Assigned by the appointing authority to duties requiring stenography as a regular part of the assignment.

Once an incumbent has met this criteria, reassignment to non-stenographic duties shall not reduce this range assignment.

e) **Library Clerk I/II Differential**

Incumbents in the class of Library Clerk I/II, when in charge of circulation services for two (2) or more hours on Saturday or Sunday and in the absence of a Senior Library Clerk or Library Circulation Supervisor, shall receive seventy-five cents (\$0.75) as the total premium payment for each hour worked.

f) **District Attorney Legal Clerk - Lead Differential**

When assigned to the Gilroy District Attorney's Office, one (1) position of Legal Clerk shall be compensated six percent (6%) higher than that specified for regular positions in this class. Three (3) other positions of Legal Clerk in the District Attorney's Office shall be compensated six percent (6%) higher than that specified for regular positions in this class. These are designated as two (2) permanent lead positions, and one (1) float lead position which regularly provides lead coverage, float coverage, and coverage for the Gilroy Office.

g) **Ordinance Footnote**

As a result of a future classification study, these sections may be abolished or amended by the County after following the requirements of Article 22:

Section	B.9(d) Legal Secretary Shorthand Differential
Section	B.9(e) Library Clerk I/II Differential
Section	B.9(f) District Attorney Legal Clerk - Lead Differential

h) **Client Service Technician**

When assigned the full range of lead responsibilities, Client Services Technician positions shall be compensated with a differential approximately six percent (6%) range to range based on the employees step.

i) **DCSS Legal Clerk/Court Differential**

Legal Clerks in the Department of Child Support Services, when assigned to work a Superior Court to perform a wide range of duties, including taking minutes of Court actions and proceedings, working with Court clerks to ensure correct calendars and providing support to attorneys in a courtroom, shall receive a flat rate of \$1.30/hour for each productive hour working in the courtroom.

APPENDIX B - CLERICAL UNIT

j) **Client Service Technician Intake Differential**

Client Services Technician (D72) in the Social Services Agency, when assigned the full range of Intake functions shall receive a differential approximately three percent (3%) above that specified for regular positions in this class. No more than seventy-eight (78) Client Services Technicians may receive this Intake differential at any one time.

k) **Law Enforcement Records Technician/Specialist Differential**

In lieu of filling these positions at the Specialist level, for rotation purposes the department may pay a 10% differential to Law Enforcement Technicians assigned to perform Specialist work, not to exceed the number of FTE's allocated.

l) **Park Services Attendant Lead Differential**

Up to one (1) incumbent in the classification of Park Services Attendant assigned to provide lead responsibilities over other Park Services Attendant(s) shall receive a flat rate of \$0.70 per hour higher than that specified for regular positions in this class when assigned to the following parks: Vasona, Hellyer, Ed R. Levin, and Anderson Lake.

B.10 - Promotional Opportunity Project

During the term of the agreement, the County will make available to Clerical workers in this bargaining unit a total of at least two (2) positions but no more than three (3) positions to be alternately staffed with existing classes outside the Clerical Bargaining Unit. A single class in the unclassified service will be used for this program.

The County and the Union will meet and confer to reach agreement on:

1. The classes to be used; and
2. The agencies/departments to which the positions will be assigned.

Participation in the program will be based on a selection process which has been developed by the Personnel Department by using such criteria as minimum County service of three (3) years, an evaluation of current skills/knowledge/abilities, and a commitment to participate in outside educational courses, if required. The process will be reviewed with the Union prior to implementation.

Regular Tuition Reimbursement provisions will apply for all participants. Regular on-the-job training will be offered.

Workers selected to participate in this Program will be paid at the salary of their classification held immediately prior to entering the training program (excluding differentials) for a period not to exceed twenty-six (26) pay periods. They are, however, eligible to receive any differential that is appropriate to be paid them consistent with the work they are doing in their training capacity.

APPENDIX B - CLERICAL UNIT

Participation is restricted to Clerical workers below the targeted training classification.

When the worker has met the minimum qualifications of the higher class, he/she shall be afforded an opportunity to take the appropriate qualifying promotional exam provided participants shall have a minimum of six (6) months in the position before being eligible to test. Program participants will be eligible to take the qualifying exam twice during training, with a minimum of forty-five (45) calendar days between scheduled tests.

If he/she passes the exam and receives a favorable promotional rating form, promotion will be effective the following pay period. If he/she does not pass the exam within one (1) year, the provisions of Section 6.9 will apply.

B.11 - Executive Assistant I and Executive Assistant II Alternate Staffing

All Executive Assistant II's shall be alternately staffed down to the Executive Assistant I level. All Executive Assistant I's shall be alternately staffed down to the Administrative Assistant level. A positive recommendation on a promotional rating form shall be deemed an appropriate qualifying examination to promote through the series.

B.12 - Alternate Staffing/Trainee

The following classifications will be alternately staffed as indicated:

Account Clerk I/Office Specialist II /Office Specialist I Assessment Clerk/Office Specialist II or Office Specialist I Recordable Documents Indexer/Office Specialist II Legal Clerk/Office Specialist III /Office Specialist II or Office Specialist I Patient Business Services Clerk/Office Specialist II or Office Specialist I Revenue Collection Clerk/Office Specialist II or Office Specialist I Health Services Representative/Office Specialist II or Office Specialist I Transcriptionist/Office Specialist II Client Services Technician/Office Specialist III /Office Specialist II Library Clerk I/Library Page

In some circumstances, for usage under this trainee provision alone, it is understood that people working at the intermediate level of the dual Office Specialist I specification may use a typewriter or computer terminal.

- a) The hiring authority, as an alternative to appointing directly to the higher class, may accept a transfer of a currently employed Office Specialist I, Office Specialist II, or Office Specialist III, as indicated. Should sufficient qualified Office Specialist I's, Office Specialist II's, or Office Specialist III's not apply for transfer, the department may then request that eligibles be certified from the appropriate lower level eligible list.

APPENDIX B - CLERICAL UNIT

Selection of persons at the appropriate Office Specialist I, Office Specialist II, or Office Specialist III, level should be on the basis of their capability to be trained to perform at the higher level, given adequate training and experience.

The appropriate Office Specialist I, Office Specialist II, or Office Specialist III, class as an alternate with the above higher level clerical classes will serve as a trainee level where persons hired will be expected to learn the specialized function and be capable of performing at the higher level within six (6) months.

All positions to be filled at the appropriate Office Specialist I, Office Specialist II, or Office Specialist III, alternately staffed trainee level will be listed on the telephone transfer line for a minimum of three (3) working days. The transfer information will include the job title, location, hours of work, special skills, contact person, telephone number, and the final filing date for submitting an application. Applicants not selected shall be so notified in writing.

An incumbent will be eligible to take the written qualifying exam after the completion of three (3) months provided they have received a favorable promotional rating form.

They will not, however, be eligible for promotion until after they have served the full six (6) months in the lower class. Should the worker not pass the qualifying exam, he/she shall be allowed to review the examination or portions allowed to be reviewed pursuant to Merit System Rules. For portions of the test not reviewable, the worker may discuss his/her weak points with the testing analyst.

An incumbent will be eligible for promotion to the higher class after serving six (6) months in the lower class. Prior to promotion, an incumbent must pass a qualifying exam which will consist of a written test and a favorable promotional rating. If an incumbent passed the qualifying exam at three (3) months they must receive another favorable promotional rating at six (6) months in order to be eligible for promotion.

The following process will be in effect upon the establishment of an examination for these classes:

1. The County and the Union agree that the worker will be afforded the opportunity to take the examination at the end of three (3) months in accordance with (e) above. If the incumbent fails the exam at three (3) months, they will be able to take the examination again within the six (6) months in accordance with the Merit System Rules and the results will be known to the worker within the seven (7) months from the date of appointment. During the six (6) month period, if the exam is taken through the regular exam process, it will be treated as the qualifying exam under this section.

APPENDIX B - CLERICAL UNIT

2. If a worker passes the examination at three (3) months and receives a favorable promotional rating at six (6) months, he/she will be promoted at the beginning of the following pay period after the completion of six (6) months.
 3. If a worker passes the examination after six (6) months, he/she will be promoted within seven (7) months after appointment to the alternate class.
 4. If a worker fails the examination after six (6) months, they will be removed from the position in accordance with (i) and cannot return to that classification under this provision for at least six (6) months.
- h) All positions filled in this manner will be forwarded to the Union.
- i) In the event an incumbent fails to pass his/her qualifying exam, he/she shall be transferred to a vacant non-alternately staffed position in his/her former classification for which he/she is eligible in his/her current department. If there are no vacancies, the worker shall transfer to his/her former classification in a vacant non-alternately staffed position in his/her former department for which he/she is eligible. In the event there are no vacancies in either department, he/she shall remain in his/her present position until a vacancy occurs in his/her current department.

B.13 - Confidential Clerical

One hundred eighty-six and one half (186.5) Confidential Clerical positions may be designated and covered by the Administrative Confidential Unit during the term of this Agreement. The total number of positions at any one time shall be limited to one hundred eighty-six and one half (186.5).

For purposes of this Agreement, "Confidential Clerical position" means any position which duties normally require having access to or possession of information pertaining to the development, preparation, or taking of positions with respect to the local employer's employer-employee relationship.

Any incumbent in a classified position which is designated and covered by the Confidential-Clerical Unit after the effective date of this Agreement shall have the right to transfer to a vacant non-confidential classified position in the same classification within thirty days of such designation if they request to do so in writing within ten (10) working days of the designation.

B.14 - Weekend Off Provision


The following weekend off provisions shall apply, during the term of this Agreement, to all County workers in the classification of Medical Unit Clerk, Health Services Representative, and Senior Health Services Representative at Valley Medical Center.

APPENDIX B - CLERICAL UNIT

- a) The County will attempt to grant every other weekend off and each worker will not be required to work more than two (2) consecutive weekends or more than twenty-six (26) weekends per year. Every effort will be made on a unit-by-unit basis to require fewer weekends per year.
- b) If the County requires a worker to work more than two (2) consecutive weekends, or more than twenty-six (26) weekends per year, the worker will receive time and one-half for work in excess of that required. These penalties shall not be duplicated for the same weekend worked. Work as used in this section shall mean productive time.
- c) Weekend work assignments shall be prorated for all newly coded workers and/or any worker who is off the payroll due to an authorized leave of absence.
- d) The above weekend off provision may be waived on the written request of the individual worker.

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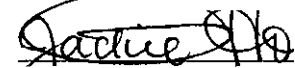
SANTA CLARA COUNTY
NEGOTIATING COMMITTEE



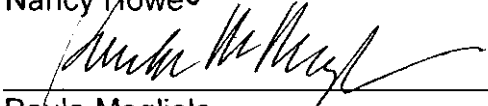
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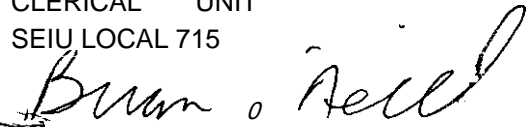


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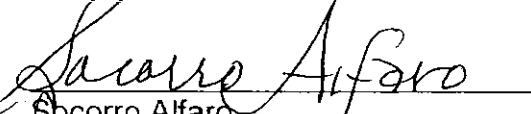
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Paula Mogliolo


CLERICAL UNIT
SEIU LOCAL 715



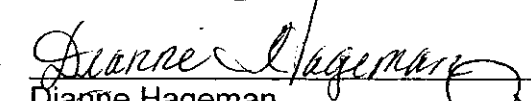
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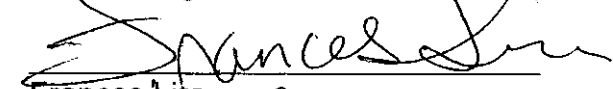
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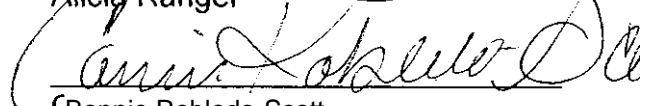
Frances Lira

APPENDIX B - CLERICAL UNIT

Ed Morillo



Alicia Rangel



Bonnie Robledo-Scott

APPENDIX C - PUBLIC HEALTH NURSING UNIT

C.1 - Salaries

The following salary ranges will be in effect as noted:

Class	June 19, 2006
Code Class Title Range	
S50 Public Health Nurse I 550 S48 Public Health Nurse II 574	
S47 Public Health Nurse III 591 S45 Public Health Nurse Specialist 598	

Realignments

In addition to the general wage increase received by the classes in this Unit (reflected in C.1 above), the classes listed below will receive an additional increase as indicated:

Class		Percent Increase
Code Class		
S50 Public Health Nurse I		15%
S48 Public Health Nurse II 15%		
S47 Public Health Nurse III 15%		
S45 Public Health Nurse Specialist		15%

C.2 - Public Health Nurses Voluntary Reduced Work Hours

All classes within the Public Health Nursing Bargaining Unit shall have a right to elect the five percent (5%) option of the Voluntary Reduced Work Hours Program as described in Article 8, Section 8.13.

C.3 - Accumulated Time Earned

Public Health Nurses I, II, III, and Public Health Nurse Specialist(s) shall be provided six and one-half (6.5) additional days of vacation per year to be used in accordance with prescribed vacation scheduling procedures. The parties recognize that this program is extended to those classifications which have an alternate pay plan two and one-half percent (2 1/2%) below the regular pay or two and one-half percent (2 1/2%) below the regular pay for those workers on the Voluntary Reduced Work Hours Program.

C.4 - PHN Manager Interview

When eligible qualified candidates are interviewed for the position of Public Health Nurse Manager I or II, the selection process shall include an interview with the appropriate administrator and one (1) staff nurse chosen by the office affected. The staff nurse will solicit input from and represent the views of the office to the appropriate administrator. This input shall be deemed advisory. Management may not comply with the input portion of the procedure in cases when input from the unit is not practicable due to unusual circumstances or time constraints. The appropriate administrator shall retain full and complete responsibility as delegated by the appointing authority.

APPENDIX C - PUBLIC HEALTH NURSING UNIT

Transfer Information System and Procedures

When a vacant, regular coded Public Health Nurse I, II or III position within Public Health Nursing is to be filled, Public Health Administration will obtain from the Public Health Nurse Manager(s) the name(s) of Public Health Nurses who have expressed an interest in transferring. Notice of vacant Public Health Nursing positions, which are to be filled in work locations outside of Public Health Nursing, will be sent to Public Health Administration. Notice of vacant positions being filled will be posted in a designated area at each work location within Public Health Nursing and will be provided to other work locations where Public Health Nurses are permanently assigned. Public Health Nurses on authorized leaves of absence shall be notified of posted vacancies by U.S. mail at the beginning of the posting period, provided they have filed an interest card listing an address where they may be contacted by Public Health Administration.

Interested persons contacting Public Health Administration or, if the vacancy is in other work units, the appropriate level of management, within five (5) working days of the date of posting will be interviewed. This procedure shall not prevent consideration of outside candidates who may be available via the established Merit System Rule procedures. Notice of selection will be posted in each regional office of the Public Health Department or in other work areas. Notification of selection will also be made to Public Health Nurse Stewards and Union Worksite Organizer within ten (10) working days.

Work Out of Classification Assignment

1. The Director of Public Health Nursing or the appropriate level of management in other work locations shall determine when a WOOC assignment will be made.
2. Workers with two (2) years' experience as a Public Health Nurse II within Santa Clara County are qualified for WOOC. Workers in Split Codes or Voluntary Reduced Work Hours will be excluded from WOOC assignments if their work schedule does not correspond with the required coverage of the position designated for the WOOC assignment.
3. Qualified workers as defined above may express an interest in WOOC assignments by advising their manager in writing and priority will be given to staff that meet the minimum qualifications within the worksite location affected before staff at other worksites.

Short-term WOOC assignments of up to thirty (30) work days will be rotated as equally as practicable among workers within the applicable work unit or work location. WOOC assignments are voluntary. Management reserves the right to require nurse(s) to work WOOC assignments in the absence of a volunteer. These assignments will be filled by the appropriate level of management at the affected worksite. Due to unusual circumstances or time constraints,

APPENDIX C - PUBLIC HEALTH NURSING UNIT

management may extend the short-term WOOC assignment for up to two (2) pay periods when necessary.

Long-term WOOC assignments of more than thirty (30) work days may be made outside the work unit or work location. The assignment will be filled as follows:

1. Management will post a long-term WOOC assignment for a minimum of five (5) work days. All PHN staff will be notified of this opportunity.
2. Qualified PHN staff who wish to be considered for the assignment will submit a request in writing within the five (5) work day posting period.
3. The selection process shall include an interview with the appropriate level of management and one (1) PHN representative from the affected worksite
4. Staff input into the final selection shall be advisory. The Director of Public Health Nursing, or the appropriate level of management, shall retain full and complete responsibility as delegated by the appointing authority.

Where Public Health Nursing Administration or the appropriate level of management in other work locations is not able to comply with this procedure due to unusual circumstances or time constraints, the selection shall be made from a list of interested staff who have previously submitted their names and applications in writing to the Director of Public Health Nursing or the appropriate level of management.

- Split Codes

Pursuant to Article 7, Section 7.4 (c), as part of the Authorized Split Codes, a minimum of ten (10) full time Public Health Nurse I and II codes, and one (1) Public Health Nurse III code shall be allocated to the Public Health Nursing Bargaining Unit for purposes of splitting into one-half (1/2) time codes. Two (2) one-half (1/2) time codes will be authorized for each Public Health Nurse I/II work unit.

Implementation

1. Initially, the procedure for splitting codes shall be implemented only at the request of at least one (1) Public Health Nurse. For split codes other than those referenced in paragraph a) above, implementation shall be conditional upon management or administrative written approval.
2. The request to split a code or a notice of intent to fill a split code vacancy will be posted for five (5) work days in the work location where the request originated or where the vacancy exists.

APPENDIX C - PUBLIC HEALTH NURSING UNIT

3. Nurses on authorized leaves of absence shall be notified of posted vacancies by certified mail at the beginning of the posting period, provided they have filed an interest card listing an address where they may be contacted by Nursing Administration.
4. At the close of the posting period, the split code shall be filled by the most senior applicant(s), merit and ability being adequate: first, in the work unit; second, in the work location; thereafter, open to all Public Health Nursing staff.
5. Vacancies remaining after complying with b) 4. above will be filled in accordance with C.5, Transfer Information System and Procedures.
6. For purposes of implementation of this agreement, seniority shall be defined as length of service in a coded position in the class in which the code is to be split. Seniority shall be retained, but shall not accrue during leaves of absence of more than thirty (30) days, except seniority shall accrue for all time spent on military leave and industrial injury leave.
7. Management reserves the right to adjust the schedule of those Public Health Nurses holding split codes so as to insure adequate coverage of the work unit.

C.8 - Educational/Licensure Maintenance Provisions

- a) The County agrees to provide time without loss of compensation and benefits for workers within the Public Health Nursing Unit to participate in educational courses, seminars, in-service training and workshops identified and required in order to maintain licensure. Time off will be made available, provided that the required work is covered.
- b) The County will fund, on a matching basis, fifteen thousand dollars (\$15,000) over the 2006-2009 contract period for continuing education. This amount is over and above the tuition reimbursement fund in the master agreement.
 1. Funding shall include, but not be limited to, reimbursement for related expenses such as travel, lodging, and meals.
 2. Funding for tuition and books will be on a one hundred percent (100%) basis. Funding for related expenses in C.8 b) 1. will be on a matching basis: fifty percent (50%) by the County and fifty percent (50%) by the worker, up to a total draw per worker of four hundred dollars (\$400) per two-year licensure period.

APPENDIX C - PUBLIC HEALTH NURSING UNIT

3. The Department will be responsible for administering the funds. A financial statement reflecting the status of the fund will be forwarded to the Union semi-annually each fiscal year thereafter.
4. Reimbursement forms will be available in all offices. Reimbursement checks shall be delivered to workers at the work site.

c) Participation in the Public Health Nursing Unit Education/Licensure Maintenance Provisions shall not alter the nurses' right to benefits included in the Educational Leave and Tuition Reimbursement section of the master agreement.

C.9 - Professional Performance Committee

Public Health Nursing Unit members recognize their obligation to perform the highest level of nursing service for citizens of the County. Professional Performance Committee shall act as an advisory body to Public Health Nursing Administration.

- a) The Professional Performance Committee shall be conducted according to the bylaws for the Professional Performance Committee, Health Department, revised and ratified June 1992. Changes in these bylaws shall not be effective without prior approval of the Director of Public Health Nursing.
- b) The Director of Public Health Nursing or his/her representative will meet with the Committee at their regularly scheduled meetings, when requested. The Director will respond to all written recommendations of the Committee within fifteen (15) working days after receipt.
- c) It is understood that the Professional Performance Committee shall not involve itself in any matter being grieved or appealed through the procedures provided in this Agreement.

C.10 - Malpractice Protection

- a) The County's obligation to defend and indemnify its officers and workers is prescribed by California Government Code 825 et seq. and 995 et seq. The County shall indemnify and defend workers in this unit in accordance with the applicable law when and if they are sued for errors or omissions (malpractice) within the course and scope of their duties, save and except where the applicable law excuses County's obligation to defend (e.g., fraud, malice, etc.). This paragraph and the terms and conditions thereof shall be enforceable, at law in accordance with the applicable law, but shall not be subject to the grievance provision of this Agreement.
- b) If any member of the Public Health Nursing Unit is charged in any criminal action which he/she believes to have arisen from his/her employment with the County, he/she must contact the Director of Public Health Nursing or, if in another work unit, the appropriate level of management, immediately following his/her knowledge of the charges and provide the Director, or the appropriate level of

APPENDIX C - PUBLIC HEALTH NURSING UNIT

management in other work locations, with all available information regarding the charges.

The charges and all information shall be immediately forwarded to County Counsel for evaluation according to the policy relating to the defense of members of the Public Health Nursing Unit.

C.11 - Special Assignments

a) Policy

It shall be the policy of the Director of Public Health Nursing - to consider all Public Health Nurses I/II when making an assignment that falls within the definition and scope of a special assignment.

b) Definition of Special Assignment

A special assignment is a project, Community Based Organization grant funded program, educational opportunity, or activity, that is designed and approved as a special assignment by the Director of Public Health Nursing, is within the level of responsibility performed by a Public Health Nurse I/II, and requires the selection of an individual(s). A special assignment - is one that has County-wide impact and/or has a broad program base (i.e., Communicable Disease)

c) A special assignment may be initiated and/or requested by: the community; County or other agency; - Public Health Administration; Public Health Medical Services; project grant proposals; PHN staff members; government agencies; consumers. (Refer to C.11 b)

d) Procedure for Notifying Nurses of Special Assignments

1. Public Health Administration will transmit by fax to the responsible clerk in each site office who will post on that same day the special assignment fax notification. On that same day, Public Health Administration will pony to the responsible clerk a written memo, which will also be posted.

The notification will include the following:

- a. Length of assignment with approximate starting/ending dates, if known.
 - b. A brief description of the assignment.
 - c. List of criteria for staff to consider when making application.
 - d. Application deadline.
2. The posting period will be a minimum of ten (10) work days from the date the district offices are notified.

APPENDIX C - PUBLIC HEALTH NURSING UNIT

3. Nurses who are interested will, by the end of the posting period, submit an interest memo to the appropriate manager of said special assignment who must acknowledge receipt of such memo in writing date stamped and initialed.
 4. Public Health Administration will notify all applicants and their manager of the choice for the special assignment within ten (10) work days after selection has been made.
- e) Special assignments may be made for up to fifty-two (52) pay periods. Assignments continuing beyond fifty-two (52) pay periods will be reopened using the above notification procedure, six (6) pay periods prior to the end of the fifty-two (52) pay periods.
- f) Public Health Administration may not comply with the above special assignment procedure in documented cases when a ten (10) day notification period may not be practicable. In such cases, documentation shall consist of the information regarding the special assignment submitted to Public Health Administration by the party requesting the special assignment and shall be available for review at the Public Health Administration Office when reasonable advance notice is given.
1. The Public Health Nurse selected will be responsible to her/his supervisor for arranging hours.
 2. The Public Health Nurse selected will be responsible to a Public Health Nurse Manager /III with the program responsibility for sharing information, identifying problems and problem solving as they relate to the Special Assignment. Ten (10) working days notification shall be given to respective worksites.

C.12-PHN Unit Positions

Positions in the Public Health Nursing Unit shall be either half-time, split code, or full-time positions.

C.13- Safety

The County and the Union agree to continue the use of cellular phones by the Public Health Nurses in the Public Health Nursing Unit of the Santa Clara Valley Health & Hospital System for safety purposes of clients and nurses in the field. The County will make available the equivalent of twelve (12) cellular phones to be used at the offices where Public Health Nurses work. The cellular phones will be assigned based on the use and need of the office. The Director of Public Health Nursing, working jointly with field nurses, will set the policy for the use of cellular phones and the system for monitoring the program.

APPENDIX C - PUBLIC HEALTH NURSING UNIT

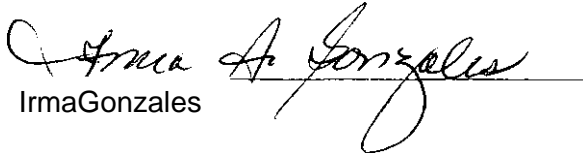
C.14 - Lead Assignments

The County and the Union agree to have a Public Health Nurse II Lead for each regional office to act as a guide nurse to new nurses, a resource to staff, and to support the Public Health Nurse Manager I or II. The Lead will not have disciplinary responsibilities, unless it is mutually agreed upon between the Public Health Nurse Manager and Lead. Each Lead assignment will be for a one-year rotation, with the option to reapply for a maximum of two (2) consecutive years. The Public Health Nurse II Leads shall receive a 5% differential for this assignment. The Public Health Nurse Manager, or the Director of Public Health Nursing, will determine the Lead assignments.

DATED: //-To -of-

SANTA CLARA COUNTY
NEGOTIATING COMMITTEE

PUBLIC HEALTH NURSING UNIT
SEIU LOCAL 715


IrmaGonzales



IRA SCHWARTZ
Ira Schwartz

Lydia



^Canion Jane

Bernar6


Charisse Ng

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APPENDIX D - BLUE COLLAR UNIT

D.1 - SALARIES

The following salary grades will be in effect as noted.

Job Code	Job Title	June 19, 2006 GRADE
T90	AIRPORT OPERATIONS WORKER	402
V57	ANIMAL CONTROL OFFICER	418
K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN	440
L36	ASSOC COMMUNICATIONS SYSTEMS TECHNICIAN	440
M24	AUTOMOTIVE ATTENDANT	383
M31	AUTOMOTIVE BODY REPAIRER	456
M19	AUTOMOTIVE MECHANIC	469
M57	AUTOMOTIVE MECHANIC HELPER	428
M26	AUTOMOTIVE PARTS COORDINATOR	418
H63	BAKER	426
F91	BINDERY WORKER I	366
F90	BINDERY WORKER II	384
K06	BIOMEDICAL EQUIPMENT TECHNICIAN I	440
K03	BIOMEDICAL EQUIPMENT TECHNICIAN II	478
M45	BUILDING SYSTEMS MONITOR	419
L37	COMMUNICATIONS SYSTEMS TECHNICIAN	501
K21	COMMUNICATIONS TECHNICIAN	494
H60	COOK I	384
H59	COOK II	405
G74	CUSTODY SUPPORT ASSISTANT	405
K24	DATA COMMUNICATIONS INSTALLER	450
E49	DAY CARE CENTER AIDE	418
H64	DIETETIC ASSISTANT	405
K93	ELECTRICAL ELECTRONIC ASSISSTANT	438
K92	ELECTRICAL ELECTRONIC TECHNICIAN	484
G88	ELECTRICAL STOREKEEPER	400
E02	ELECTRONIC MAIL MACHINE OPERATOR I	360
E01	ELECTRONIC MAIL MACHINE OPERATOR II	375
K94	ELECTRONIC REPAIR TECHNICIAN	466

Job Code	Job Title	June 19, 2006 GRADE
H67	FOOD SERVICE WORKER I	354
H66	FOOD SERVICE WORKER II	364
H68	FOOD SERVICE WORKER-CORRECTION	368
H28	GARDENER	417
M48	GENERAL MAINTENANCE MECHANIC I	406
M47	GENERAL MAINTENANCE MECHANIC II	426
M56	GENERAL MAINTENANCE MECHANIC III	446
M23	HEAVY EQUIPMENT ATTENDANT	376
M17	HEAVY EQUIPMENT MECHANIC	481
M18	HEAVY EQUIP MECHANIC HELPER	441
G83	HEAVY EQUIPMENT PARTS CLERK	378
G79	HEAVY EQUIPMENT PARTS SUPERVISOR	408
N96	HOSPITAL STATIONARY ENGINEER	477
H20	HOUSEKEEPER	355
N94	INSTITUTIONAL MAINTENANCE ENGINEER	444
H18	JANITOR	369
V58	KENNEL ATTENDANT	374
R75	LABORATORY ASSISTANT	374
H81	LAUNDRY OPERATIONS SUPERVISOR	398
H86	LAUNDRY WORKER I	364
H84	LAUNDRY WORKER II	373
K19	MEDICAL EQUIPMENT REPAIRER	420
E28	MESSENGER DRIVER	374
M49	OCCUPATIONAL THERAPY TECHNICIAN	469
M87	OFFICE MACHINE REPAIR TECHNICIAN	433
M89	OFFICE MACHINE REPAIR TECH TRAINEE	393
F81	OFFSET PRESS OPERATOR I	369
F80	OFFSET PRESS OPERATOR II	418
F85	OFFSET PRESS OPERATOR III	431
G66	OPERATING ROOM STOREKEEPER	395
T13	PARK EQUIPMENT OPERATOR	454
T93	PARK MAINTENANCE CREW CHIEF	484
T17	PARK MAINTENANCE WORKER I	406

Job Code	Job Title	June 19, 2006 GRADE
X40	RANCH MAINTENANCE SUPV	445
N43	RESIDENT RD MAINT WORKER III	453
N41	RESIDENT RD MAINT WORKER IV	473
N69	ROAD DISPATCHER	455
N67	ROAD MAINTENANCE WORKER I	405
N66	ROAD MAINTENANCE WORKER II	425
N65	ROAD MAINTENANCE WORKER III	445
N64	ROAD MAINTENANCE WORKER IV	465
N61	ROAD OPERATIONS SUPERVISOR	505
T07	SEASONAL PARK WORKER	148
K01	SENIOR BIOMEDICAL EQUIPMENT TECH	498
M42	SENIOR BUILDING SYSTEMS MONITOR	441
K20	SENIOR COMMUNICATIONS TECHNICIAN	518
K91	SENIOR ELECTRICAL ELECTRONIC TECH	518
N95	SENIOR HOSPITAL STATIONARY ENGINR	497
T27	SENIOR PARK MAINTENANCE WORKER	473
G76	SENIOR WAREHOUSE MATERIALS HANDLER 413	
N63	SIGN SHOP TECHNICIAN	435
H51	SPECIAL QUALIFICATIONS WORKER	328
N93	STATIONARY ENGINEER	467
G82	STOCK CLERK	377
G81	STOREKEEPER	391
L35	TELECOMMUNICATIONS TECHNICIAN	501
N80	TRAFFIC PAINTER I	422
N79	TRAFFIC PAINTER II	442
N78	TRAFFIC PAINTER III	466
H17	UTILITY WORKER	384
X78	VECTOR CONTROL TECHNICIAN I	421
X77	VECTOR CONTROL TECHNICIAN II	437
X76	VECTOR CONTROL TECHNICIAN III	457
X79	VECTOR CONTROL TRAINEE	401
G77	WAREHOUSE MATERIALS HANDLER	381

D.2 - Training Programs

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

a) Automotive Mechanic Helper Training

The training program for Automotive Mechanic Helper Training will continue (under the same terms and conditions currently offered) during the term of this Agreement.

b) Park Maintenance Worker Training

During the summer of 2007, 2008, and 2009, a minimum of four (4) County workers, determined by application review and interview, shall be selected to work in Park Maintenance Worker trainee positions. Participation in this training will be on a one-time basis for each County worker. The salary for these positions shall be five percent (5%) below the first step of Park Maintenance Worker I. Participants shall be assigned to a work location on the basis of seniority preference within the group. Assignment to the positions shall be for four (4) pay periods at a location determined by management. Following an initial sign-up period, the scheduling of assignments shall be made with due consideration to worker preference and department needs. Temporary work location pay (Section 8.11) shall not apply to work at that location. Such workers shall not schedule vacations during this period. Workers shall consider this a regular work assignment except where a return to their former assignment is required because of an emergency or unsatisfactory progress.

The County agrees to advertise this program, as appropriate, County-wide.

c) Offset Press Operator Training

In order to provide training on equipment to qualify for the next higher classification, Bindery Worker I, Bindery Worker II, Offset Press Operator I and Offset Press Operator II shall be provided the opportunity to train for up to a total of twenty-seven (27) working days per person on such equipment. All such training shall be done in consistent blocks of time if at all possible.

Temporary work location pay and work out of classification provisions shall not apply and training shall be requested by signup and then scheduled by management based on seniority preference.

The County agrees to make available to the Union and all interested workers a sample list of courses which will fulfill the

employment standards for Offset Press Operator I. Workers taking such courses shall be eligible for tuition reimbursement in accordance with Article 12, Section 12.8 of the contract.

Heavy Road Equipment Training

The Roads and Airports Department will offer each of the following training segments, except for Sweeper Training, not less than once every two (2) calendar years if a minimum of eight (8) workers sign up for such segment.

1. **Light Loaders and Boom Truck (III Equipment)**
 - a. Three (3) hours per session for total of twenty-one (21) hours.
 - 1) Nine (9) hours classroom instruction.
 - 2) Twelve (12) hours field instruction.
 - b. All classroom and field instruction to be provided in evenings and Saturday. The County will pay for any instructor and necessary equipment. Workers will attend sessions on their own time. The Roads and Airports Department will have two (2) sites if there is an expressed interest and enough participation from workers.
 - c. The Boom Truck training will be given when it is possible to include it in (a) above at no additional cost to the County.

Loaders, Graders, Gradalls and Backhoes (IV Equipment)

- a. Three (3) hours per session for total of thirty (30) hours.
 - 1) Thirteen (13) hours classroom instruction.
 - 2) Seventeen (17) hours field instruction.
- b. All classroom and field instruction to be provided in evenings and Saturday. The County will pay for any instructor and necessary equipment. Workers will attend sessions on their own time. The Roads and Airports Department will have two (2) sites if there is an expressed interest and enough participation from workers.

3. Ten-Wheelers

Instruction will continue to be provided on County time after Chip Seal program ends.

Training shall be offered on a rotational basis by seniority preference as defined in the Departmental Agreement.

4. Sweeper Training

a. Sweeper training will be offered prior to any Road Maintenance Worker III exam that would involve testing on the Sweeper. The training will be held as close to the exam period as is practical based on equipment availability and availability of trainers. Training will be available to all Road Maintenance Workers scheduled to take the exam. Training to consist of a total of twenty-one (21) hours. Training will not be conducted if a sufficient number of workers do not request, sign up for and attend the training.

b. All training to be provided in evenings and Saturdays. The County will pay for any instructor and necessary equipment. Workers will attend sessions on their own time. The Roads and Airports Department will have two (2) sites if there is an expressed interest and enough participation from workers.

e) Animal Control Officer Training

The County agrees to continue the established training program for Animal Control Officers in such areas as: Animal Control Laws and Regulations, Report Writing and Presentation, Radio Procedures and Dispatching, First Aid for people and animals, Animal Behavior, Stress Management, Crisis Intervention, Wildlife and Livestock Handling, Confining and Transportation. Included in Animal Control Officer Training will be instruction in techniques and safety precautions for working in and around vehicular traffic.

This training shall be given to all new hires and updated periodically for all Animal Control Officers. In addition, cross training in Animal Shelter duties and operations shall be offered to all Animal Control Officers on a voluntary basis.

Appropriate dispatch training will be provided to all Animal Control workers assigned radio procedures and dispatch duties.

f) Production Graphics Technician Training

The training program for Printing Services workers in Graphics will continue (under the same terms and conditions currently offered) during the term of this Agreement.

D.3 - Watch Duty Differential

A Janitor assigned full-time watch duties shall receive seventy cents (\$0.75) per hour as the total premium payment for each hour actually worked.

D.4 - Project Crew Differential

Janitors assigned in accordance with the following criteria shall receive ninety cents (\$0.90) per hour as the total premium payment for each hour actually worked:

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

- b) **Non-Project Crew Criteria**
 1. Janitors who have bid to work in relief jobs are entitled to the pay when they are not assigned to provide relief for a regular floor assignment, but only when assigned to a team cleaning or special project assignment.

 2. Janitors who have bid to work in a regular floor assignment are entitled to the pay when pulled from their assignment and area, and are instead assigned to a team cleaning or special project assignment.

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

D.5 - Miscellaneous

a) Work Out of Class

Work out of classification provisions shall apply to the classification of Electrical/Electronic Technician when supervising contractors.

Transfer Line (Telephone - 408/299-3016)

The County shall create and maintain a job transfer line for the following Blue Collar classifications. The Transfer information will include the job title, location, hours of work, special skills (if unusual), contact person, and telephone number.

Cook I
Cook
II
Day Care Center Aide
Food Service Worker - Correction
Food Service Worker I
Food Service Worker II
Janitor
Lab Assistant
Messenger-Driver
Park Maintenance Worker I, II,
Road Maintenance Worker I, II, III, IV
Senior Storekeeper
Senior Warehouse Materials Handler
Sr. Park Maintenance Worker
Stock Clerk
Storekeeper

Warehouse Materials Handler

Tool Allowance

1. The County shall pay an allowance to each Auto Mechanic and Senior Auto Mechanic in the Facilities and Fleet up three hundred and forty dollars (\$340.00), and Auto Mechanic Helpers shall be paid an allowance of three hundred and fifteen dollars (\$315.00) annually for work-related tools purchased. Each Auto Mechanic, Senior Auto Mechanic and Auto Mechanic Helper in the Facilities and Fleet who is on the payroll as of pay period 07 of each year will be eligible for such allowance.
2. Payments shall continue to be made in each June for tools purchased during the previous twelve months ending April 15 of each year.
3. Allowances will be paid prior to June 30 of each applicable year.

Dietetic Assistant Meals

Dietetic Assistants assigned to any department are entitled to free meal privileges for those meals that occur during their prescribed work schedule.

D.6 - Realignments

In addition to the general increase received by the classes in this Unit, the classes listed below will receive an additional increase (reflected in D.1 above) as indicated:

	Percentage June 19, 2006
Heavy Equipment Mechanic	2%
Heavy Equipment Mechanic Helper	2%
Janitor	1/2%
Park Maintenance Crew Chief	8%
Park Maintenance Worker II	4%
Resident Road Maintenance Worker III	2%
Resident Road Maintenance Worker IV	2%
Road Maintenance Worker I	2%
Road Maintenance Worker II	2%
Road Maintenance Worker III	2%
Road Maintenance Worker IV	2%
Road Operations Supervisor	2%
Roads Dispatcher	2%
Senior Communications Technician	4%
Senior Electrical/Electronic Technician	2%
Senior Park Maintenance Worker	4%
Sign Shop Technician	2%
Stock Clerk	2%
Traffic Painter I	2%
Traffic Painter II	2%
Traffic Painter III	2%

D.7 - Food Service Worker II Extended Lead Differential

In recognition of the extended lead responsibilities assigned the following position, a special differential of three dollars and thirty-five cents (\$3.35) per day is authorized for:

One (1) position of Food Service Worker II at Valley Medical Center when assigned as the Dishroom Supervisor for a full shift.

- Seniority/Promotional Project

Purpose

The purpose of this section is to implement a project, using seniority as a selection criterion for the term hereof with the purpose of tracking and evaluation of the effects of such use of seniority upon the employer and workers as well as affirmative action goals and objectives. Implementation of this project is subject to and conditioned upon prior approval and adoption of appropriate modifications to Merit System Rules by the Personnel Board and the Board of Supervisors.

Term

This section shall commence upon and be effective for the term of the master agreement and the terms and conditions hereof shall apply to all certifications and selections from lists from the covered classes for that period. This section shall terminate unless the parties have, by mutual agreement, agreed to extend this section.

Definitions

1. "Promotional Class" is defined to mean those classes agreed to herein as constituting promotional classes.
2. "Qualified" is defined to mean those workers who score eighty (80) or above in the appropriate Merit System selection procedure for the position to which a worker is to be certified for hiring.
3. "Seniority" shall be determined by worker as days of accrued service as reflected on the worker's payroll records as of the date of the eligible list.

Vacancies Within Promotional Classes

1. The most senior qualified worker within a Department/Agency within the next lower class within a series, if listed below, shall be appointed to a vacancy within a Department/Agency in the promotional class.
2. If there are no such qualified workers within the Department/Agency, then the most senior qualified worker within the County within the next lowest class within a series shall be appointed to the vacancy.
3. If there are no such qualified workers within the County within the next lowest class within a series, the remaining persons upon the list, if any, shall be certified in rank order based upon

their position upon the list as determined in accordance with regular examination and certification procedures.

e) **Classes Covered**

The following classes are covered by this section. They are listed singularly or in series. All other classes are promotional.

1. Automotive Mechanic Helper, Automotive Mechanic
2. Bindery Worker II
3. Cook II
4. Electrical/Electronic Technician, Senior Electrical Technician (non-supervisory only)
5. Food Service Worker II
6. Gardener
7. Heavy Equipment, Helper, Heavy Equipment Mechanic
8. Laundry Worker II
9. Offset Press Operator II, III
10. Road Maintenance Worker II, III, IV
11. Traffic Painter II, III

Provided: That series four (4) is designated a "Technical Series" and the promotional class shall have certified to vacancies the most senior qualified worker among the top seven (7) scores, first by Department/Agency and then County-wide, and then by regular certification.

- f) Classes listed under Section D.8 (e) shall be excluded from consideration under Section 6.11 - Lateral Transfers of the Master Agreement.

D.9 - Differentials

a) **Animal Control Dispatch Differential**

Animal Control Officers, Office Specialist III, Office Specialist II or Office Specialist I assigned and performing radio dispatching of Animal Control Units under the direction of an on-duty Senior Animal Control Officer, Supervising Animal Control Officer or the Chief Animal Control Officer, shall receive eighty-five cents (\$0.85) per hour for each hour actually worked.

b) **Animal Transport Differential**

Incumbents in the class of Kennel Attendant (V58) when assigned the task of picking up and transporting injured, sick or dead animals, shall receive a differential of approximately ten percent (10%) range to range based on the worker's current range and step for each hour spent performing this task.

c) **Auto Attendant Lead Differential**

One Automotive Attendant in Facilities and Fleet, when assigned and performing the full range of lead duties, shall be compensated with a differential at a rate of forty cents (\$0.40) per hour.

d) **Biomedical Equipment Technician Lead Differential**

When assigned the full range of lead responsibilities, one position of Biomedical Equipment Technician in Valley Medical Center Anesthesia Department shall be compensated at the flat rate of one dollar and ten cents (\$1.10) for each hour actually worked.

When assigned the full range of lead responsibilities, one position of Bio-Medical Equipment Technician in Valley Medical Center Bio-Medical Division shall be compensated at the flat rate of ninety cents (\$0.90) per hour for each hour actually worked.

e) **Crew Lead Differential**

Workers in classifications that do not have supervisory or lead responsibilities who are assigned to lead a group of two (2) or more incarcerated persons, shall receive a differential of ninety cents (\$0.90) an hour for each hour so assigned.

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

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

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

f) **Custody Support Assistant Lead Differential**

No more than one (1) incumbent on each shift at the Main Jail, Elmwood and Elmwood Support Services and no more than one (1) incumbent in Programs and Correctional Center for Women, when assigned a full range of lead duties by the Department of Correction, shall be compensated at the flat rate of eighty cents (\$0.80) per hour for each hour actually worked.

g) **Kennel Attendant Lead Differential**

One (1) Kennel Attendant assigned to work at the Animal Shelter in San Martin when assigned and performing the full range of lead duties shall be compensated at the flat rate of ninety-five cents (\$0.95) for each hour actually worked.

- h) **Laundry Worker I (WOOC)**
An incumbent in the class of Laundry Worker I in the Valley Medical Center Laundry when assigned to perform Laundry Worker II duties shall be paid at the rate for Laundry Worker II.
- i) **Lead Auto Mechanic Differential**
When assigned the full range of lead responsibilities, no more than three (3) Automotive Mechanic positions shall be compensated at the rate of one (1) full salary range (approximately 5%) higher than that specified for regular positions in these classes
- j) **Lead Baker Differential**
When assigned the full range of lead functions over the other Bakers in the Department of Correction Food Service Division's Bakery, one position in the class of Baker will be compensated at the flat rate of one full salary range (approximately 5%) higher than that specified for regular positions in this class.
- k) **Lead Janitor Differential (Facilities and Fleet)**
Janitors in the Facilities Department, when assigned the full range of lead functions may be compensated at a rate of one (1) full salary range (approximately 5%) higher than that specified for regular positions in this class for each hour actually worked. No more than 7 positions will be assigned lead duties at the same time.
- l) **Lead Janitor Differential (Mental Health Inpatient Services Division)**
When assigned the full range of lead responsibilities, no more than two Janitor positions in the Mental Health Inpatient Services Division shall be compensated at the flat rate fifty-five cents (\$0.55) for each hour actually worked.
- m) **Lead Laundry Worker II Differential**
An incumbent in the class of Laundry Worker II in the Valley Medical Center Laundry when assigned as lead worker for a shift lacking a scheduled supervisor shall be paid fifty cents (\$0.50) per hour above the regular salary rate for each hour worked.
- n) **Lead Stock Clerk Differential**
One incumbent of the Stock Clerk classification within the Social Services Agency's Record Retention Center shall be compensated approximately five percent (5%) higher than that specified for regular positions in this class for each hour actually worked. No more than 7 positions will be assigned lead duties at the same time.

- o) **Offset Press Operator I**
One Offset Press Operator I position in the "Quick Copy" operation when assigned lead supervision shall be compensated at the rate of one (1) salary range (approximately 5%) higher than that specified for regular positions in this class.
- p) **Pesticide Recommendation Differential**
When assigned to write Pesticide recommendations for the Parks and Recreation Department or other County Departments, one individual will be compensated at the rate of one full salary range (approximately 5%) higher than their regular position's class.
- q) **Retort Differential**
Janitors assigned and performing the full range of duties associated with operating the retort at Valley Medical Center shall receive a differential one dollar and ten cents (\$1.10) for each hour actually worked.
- r) **Road Maintenance Worker III Dual Function/Lead Differential**
When assigned to function in the dual capacity of operating heavy equipment and leading a maintenance crew consisting of three (3) or more workers, or when assigned as a non-operator lead over other Road Maintenance Worker III positions, a position in the class of Road Maintenance Worker III shall be compensated at the rate of one full salary range (approximately 5%) higher than that specified for regular positions in this class.
- s) **Road Maintenance Worker III/Road Maintenance Worker IV Welding Differential**
A Road Maintenance Worker III or Road Maintenance Worker IV who obtains and maintains the appropriate welding competency as defined by the County and departmental policies and procedures, and is assigned welding duties, shall receive a differential of \$1.31 per hour for each productive hour worked. This differential is limited to no more than two positions in the Department of Roads and Airports at any one time.
- t) **Road Maintenance Worker IV Dual Function Differential**
When assigned to function in the dual capacity of operating heavy equipment and leading a maintenance crew, a position in the class of Road Maintenance Worker IV shall be compensated at the rate of one full salary range (approximately 5%) higher than that specified for regular positions in this class.

u) **Stationary Engineer Differential**

One incumbent in the class of Stationary Engineer (N93) in the Facilities Department shall be compensated at a rate of one (1) salary range (approximately 5%) higher based on the employee's range and step when assigned the full range of lead duties.


v) **Stock Clerk Bulk Storage Differential**

An incumbent in the class of Stock Clerk at Valley Medical Center's Central Supply Distribution Warehouse when assigned to a shift in the Bulk Storage Area will be compensated with a differential at the flat rate of fifty-eight cents (\$0.58) per hour for all hours actually worked.

DATED: //ATMMS

SANTA CLARA COUNTY
NEGOTIATING COMMITTEE

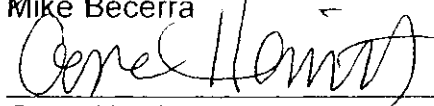
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SEIU LOCAL 715



Janice Lawton



Mike Becerra



Gene Hewitt



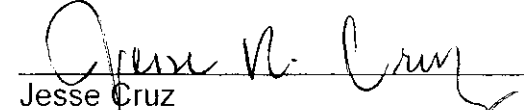
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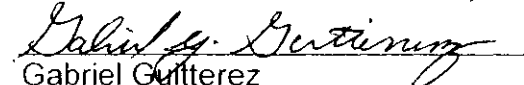
Dave Snow



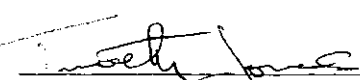
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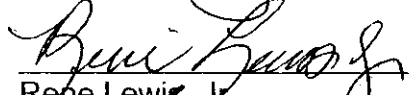
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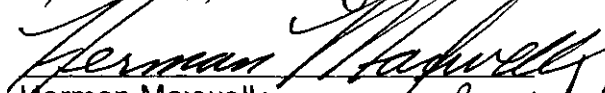
Gabriel Gutierrez



Tim Jones



Rene Lewis, Jr.



Herman Maxwell



Guadalupe Sandoval

APPENDIX E - ADMINISTRATIVE, PROFESSIONAL AND TECHNICAL UNIT

E.1 - Salaries

The following salary grades will be in effect as noted. **Job**

Code	Job Title	June 19,2006 Grade
D96	ACCOUNTANT ASSISTANT	417
B80 (1)	ACCOUNTANT AUDITOR APPRAISER	444
B78 (1)	ACCOUNTANT II	469
V1A	AGRICULTURAL ASSISTANT	386
V07 (1)	AGRICULTURAL BIOLOGIST I	439
V06 (1)	AGRICULTURAL BIOLOGIST II	459
V05 (1)	AGRICULTURAL BIOLOGIST III	479
R78	ANESTHESIA TECHNICIAN	419
C52	APPRAISAL AIDE	435
D82	APPRAISAL DATA COORDINATOR	418
C51 (1)	APPRAISER I	444
C50 (1)	APPRAISER II	481
T40	APPRAISER III	496
X33	ASSOC CHILDREN'S COUNSELOR	413
L97	ASSOC OPER RESEARCH ANALYST	450
C73	ASSOC REAL ESTATE AGENT	510
C16	ASST DRUG ABS PV SV CRD-715	497
C74	ASST REAL ESTATE AGENT	469
P95	ATTENDING PSYCHOLOGIST	550
B79 (1)	AUDITOR-APPRAISER	505
C35	BUYER ASSISTANT	407
C33	BUYER I	441
C32	BUYER II	467
C31	BUYER III	489
G89	CALL CENTER COORDINATOR	490
S96	CENTRAL SUPPLY ASST	338
S68	CENTRAL SUPPLY TECH I	383
S06	CENTRAL SUPPLY TECH II	395
R2D	CERTIFIED OCC THRP ASST I-PD	431
R2C	CERTIFIED OCC THRP ASST II-PD	461
R85	CHEST X-RAY TECHNICIAN	436
K64	CHIEF OF PARTY	488
E86 (1)	CHILD SUPPORT OFFICER I	452

Job

Code	Job Title	June 19, 2006 Grade
E85	(1) CHILD SUPPORT OFFICER II	472
X31	(1) CHILDRENS COUNSELOR	444
P85	CLINICAL AUDIOLOGIST	513
R21	CLINICAL DIETITIAN I	477
R2L	CLINICAL DIETITIAN II	497
R9A	CLINICAL NEUROPHYSIOLG TECH I	441
R99	CLINICAL NEUROPHYSIOLG TECH II	467
P93	CLINICAL PSYCHOLOGIST	538
C2D	CLINICAL RESEARCH ASSOCIATE	492
C2F	CLINICAL RESEARCH ASST I	308
C2E	CLINICAL RESEARCH ASST II	391
C2C	CLINICAL SUPPORT PROGRAM CRD	427
S51	COMMUNICABLE DISEASE INVEST	446
K26	COMMUNICATIONS CABLE INSTALLER	445
G94	(1) COMMUNICATIONS DISPATCHER I	470
G93	COMMUNICATIONS DISPATCHER II	493
G92	COMMUNICATIONS DISPATCHER III	522
E07	COMMUNITY WORKER	395
G22	COMPUTER OPERATOR I	385
G21	COMPUTER OPERATOR II	425
G23	COMPUTER OPERATOR TRAINEE	359
V25	CONSUMER AFFAIRS INVEST I	418
V22	CONSUMER AFFAIRS INVEST II	431
V69	(1) CRIMINALIST I	480
V68	(1) CRIMINALIST II	510
V67	(1) CRIMINALIST III	540
B2U	DATA BASE ADMINISTRATOR	574
D65	DATA PROCESSING NETWORK TECH	425
P78	DENTAL ASSISTANT	407
V97	DEPUTY FIRE MARSHAL	200 D
V49	DEPUTY PUBLIC GUARDIAN	505
B44	DEPUTY PUBLIC GUARDIAN ASST	457
V62	DEPUTY PUBLIC GUARDIAN INVEST	505
R87	DIAGNOSTIC IMAGING TECH I	520
R88	DIAGNOSTIC IMAGING TECH II	530
R71	DIALYSIS TECHNICIAN	410
H65	DIETETIC TECHNICIAN	418
S34	EKG TECHNICIAN	407

**Job
Code**

Job Title

June 19,2006

		Grade
G98	ELECTION PRECINCT COORD	465
S91	EMERGENCY ROOM TECH	409
Y26	EMPLOYMENT ANALYST	499
Y27	EMPLOYMENT COUNSELOR	499
Y29	EMPLOYMENT TECHNICIAN I	424
Y28	EMPLOYMENT TECHNICIAN II	455
K85	ENGINEERING AIDE I	376
K84	ENGINEERING AIDE II	406
K83	ENGINEERING TECHNICIAN I	436
K82	ENGINEERING TECHNICIAN II	466
K81	ENGINEERING TECHNICIAN III	501
J28	EPIDEMIOLOGIST I	485
J25	EPIDEMIOLOGIST II	511
V37	ESTATE ADMINISTRATOR	505
V38	ESTATE ADMINISTRATOR ASST	485
V42	ESTATE PROPERTY TECH	440
C62	EXEMPTION INVESTIGATOR	483
V30	FAMILY SUPPORT COLLECTIONS OFC	431
K68	FIELD SURVEY TECHNICIAN I	429
K66	FIELD SURVEY TECHNICIAN II	463
R77	FORENSIC CHEMIST	437
S26	FORENSIC PATHOLOGY TECH TRN	383
S25	FORENSIC PATHOLOGY TECHNICIAN	426
R45	GASTROENTEROLOGY TECH TRAINEE	395
R44	GASTROENTEROLOGY TECHNICIAN	415
M56	GENERAL MAINT MECHANIC III	446
K80	GEOGRAPHIC INFO SYS TECH I	460
K79	GEOGRAPHIC INFO SYS TECH II	495
R2M	GRADUATE INTERN PHARMACIST	406
W91	GRADUATE LIBRARIAN STUDENT-U	151 X
J46	GRAPHIC DESIGNER I	427
J45	GRAPHIC DESIGNER II	457
V19	HAZARDOUS MATERIALS SPEC	536
V21	HAZARDOUS MATERIALS TECH	436
J27	HEALTH EDUCATION ASSOCIATE	469
J26	HEALTH EDUCATION SPECIALIST	511
B6H	HEALTH PLANNING SPECIALIST II	470
G42	HELP DESK SPECIALIST	467

Job

Code	Job Title	June 19, 2006 Grade
P9A	HOSPITAL CLINICAL PSYCHOLOGIST I	546
R70	HOSPITAL CLINICAL PSYCHOLOGIST II	566
P9B	HOSPITAL PSYCHOLOGICAL ASSISTANT	511
S95	HOSPITAL SERVICES ASST I	383
S93	HOSPITAL SERVICES ASST II	395
P94	HOSPITAL SR PSYCHOLOGICAL ASSISTANT	516
L75	HOUSING REHABILITATION COORD	486
L88	HOUSING REHABILITATION SPEC	480
D77	INCOME TAX SPECIALIST	445
D31	INFORMATION SERVICES CONTROL TECHNICIAN I	382
D12	INFORMATION SERVICES CONTROL TECHNICIAN II	415
G51	INFORMATION SYS TECHNICIAN I	436
G50	INFORMATION SYS TECHNICIAN II	476
G38	INFORMATION SYS TECHNICIAN III	516
G29	INFORMATION SYSTEMS ANALYST I	516
G28	INFORMATION SYSTEMS ANALYST II	532
G72	INMATE LAW LIBRARY COORDINATOR	426
V88	INVESTIGATOR ASSISTANT	120 D
C75	JUNIOR REAL ESTATE AGENT	444
V44	LATENT FINGERPRINT EXAM I	461
V43	LATENT FINGERPRINT EXAM II	504
Z39	LEGAL AIDE-U	457
F07	LEGAL PROCESS OFFICER	409
J64	LIBRARIAN I	472
J63	LIBRARIAN II	483
E41	LIBRARY ASSISTANT I	399
E40	LIBRARY ASSISTANT II	435
E37	LIBRARY ASSISTANT III	461
S85	LICENSED VOCATIONAL NURSE	443
K36	LOCAL AREA NETWORK ANALYST I	528
K35	LOCAL AREA NETWORK ANALYST II	548
S28	MAGNETIC RESONANCE IMAG TECH	534
P97	MARRIAGE & FAMILY THERAPIST I	491
P96	MARRIAGE & FAMILY THERAPIST II	511
N34	MATERIALS TESTING TECH II	460
B03	MEDIA SPECIALIST COORD-715	473
H93	MEDICAL ASSISTANT	399
V85	MEDICAL EXAMINER CORONER INVST	192 D

Job

Code	Job Title	June 19, 2006 Grade
J76	MEDICAL LIBRARIAN ASSISTANT	457
D50	MEDICAL TRANSLATOR	444
D52	MEDICAL TRANSLATOR TRAINEE	418
E33	MENTAL HEALTH COMMUNITY WORKER	405
P15	MENTAL HEALTH PROG SPC 1-715	505
C40	MGMT INFO SYS DATA ASST	405
E60	MOBILE OUTREACH DRIVER	415
R2E	MRI TECHNOLOGIST	140 X
G46	NETWORK ENGINEER	556
G60	NETWORK ENGINEER ASSOCIATE	528
X32	NIGHT ATTENDANT	395
S94	NURSING ATTENDANT	377
P84	OBSTETRIC TECHNICIAN	425
R35	OCCUPATIONAL HEALTH CHEMIST	470
R1A	OCCUPATIONAL THRP I - PHYSICAL DISABILITIES	508
R12	OCCUPATIONAL THRP II - PHYSICAL DISABILITIES	532
R13	OCCUPATIONAL THRP II - PSYCHOSOCIAL DISABI	532
C53	OFFICE AUTO SYSTEMS COORD-715	459
P82	OPERATING ROOM AIDE	415
S23	OPERATING ROOM TECHNICIAN	469
L96	OPERATIONS RESEARCH ANALYST	495
P48	OPHTHALMIC TECH	427
P47	OPTOMETRIST	540
R90	ORTHOPEDIC TECHNICIAN	416
V74	PARALEGAL	471
T19	PARK MAINTENANCE PROG COORD	489
T91	PARK NATURAL RESOURCE MGMT CRD	485
L90	PARK PLANNER	492
T18	PARK USE COORD	489
T31	PARKS INTERPRETER	469
T21	PARKS INTERPRETIVE PROG COORD	489
T36	PARKS NATURAL RESOURCES TECH	469
T38	PARKS RANGEMASTER I	443
T37	PARKS RANGEMASTER II	463
T22	PARKS TRAINING COORD	489
T20	PARKS VOLUNTEER COORD	489
S97	PATHOLOGY AIDE	375
R97	PER DIEM DIAGNOSTIC IMAGING TECHNICIAN I	134 X

**Job
Code**

Job Title

June 19,2006

		Grade
S52	PER DIEM DIAGNOSTIC IMAGING TECHNICIAN II	161 X
R2G	PER DIEM RESPIRATORY CARE PRACTITIONER	136 X
R2J	PER DIEM SPEECH PATHOLOGIST	153 X
S79	PER DIEM ULTRASONOGRAPHER I	162 X
S98	PER DIEM ULTRASONOGRAPHER II	141 X
N33	PERMIT TECHNICIAN	430
R27	PHARMACIST	612
R96	PHARMACIST LOCUM TENENS	142 X
P40	PHARMACIST SPECIALIST	622
P81	PHARMACIST TECH SYS SPEC	622
R2K	PHARMACY TECH LOCUM TENENS	159 X
R29	PHARMACY TECHNICIAN	413
R50	PHARMACY TECHNICIAN TRAINEE	374
J39	PHOTOGRAPHER	420
R11	PHYSICAL THERAPIST I	508
R10	PHYSICAL THERAPIST II	532
R69	PHYSICAL THERAPIST ASST I	431
R64	PHYSICAL THERAPIST ASST II	461
S46	PHYSICIAN ASST PRIMARY CARE	521 A
L85	PLANNER I	481
L84	PLANNER II	494
L83	PLANNER III	526
S8A	PRE-LICENSED PSYCHIATRIC TECH	354
V55	PRETRIAL SERV OFFICER I	448
V41	PRETRIAL SERV OFFICER II	477
V53	PRETRIAL SERV OFFICER III	501
E89	PRETRIAL SERV TECHNICIAN	405
X55 (1)	PROBATION ASSISTANT I	360 A
X54 (2)	PROBATION ASSISTANT II	391 A
E05	PROBATION COMMUNITY COORD	454
E19	PROBATION COMMUNITY WORKER	431
X45	PROBATION COUNSELOR AIDE	123 W
X23 (1)	PROBATION COUNSELOR I	416A
X22 (2)	PROBATION COUNSELOR II	441 A
X37	PROBATION TRANSPORTATION COORD	436
G78	PROCUREMENT COORD	400
M01	PRODUCTION CONTROLLER	411
K49	PROPERTY MAPPER I	395

Job

Code	Job Title	June 19,2006 Grade
K46	PROPERTY MAPPER II	429
K50	PROPERTY MAPPER TRAINEE	374
C71	PROPERTY SPECIALIST	457
C65	PROPERTY TRANSFER EXAMINER	428
F02	PROPERTY/EVIDENCE TECHNICIAN	429
Y42	PSYCHIATRIC SOCIAL WORKER I	491
Y41	PSYCHIATRIC SOCIAL WORKER II	511
Y40	PSYCHIATRIC SOCIAL WORKER III	511
S88	PSYCHIATRIC TECHNICIAN I	421
S87	PSYCHIATRIC TECHNICIAN II	441
C98	PUBLIC COMMUNICATIONS SPEC	475
V79	PUBLIC DEFENDER INVEST I	185 D
V78	PUBLIC DEFENDER INVEST II	200 D
E32	PUBLIC HEALTH ASSISTANT	419
E04	PUBLIC HEALTH COMMUNITY SPEC	444
S08	PUBLIC HEALTH NUTRITION ASSOC	420
R24	PUBLIC HEALTH NUTRITIONIST	488
U96	PUBLIC RELATIONS SPECIALIST-U	475
R36	PULMONARY DIAGNOSTIC ASSISTANT	406
R34	PULMONARY DIAGNOSTIC TECH	442
G3L	QUALITY ASSURANCE ENGINEER	546
G99	QUALITY ASSURANCE LIBRARIAN	516
C97	QUALITY IMPROV COORD - MENTAL HEALTH SERVICES 531	
C07	QUALITY IMPROV CORD I A&D SV	511
C06	QUALITY IMPROV CORD II A&D SV	531
R32	RADIATION THERAPIST	536
T11	RANGEMASTER I	443
T10	RANGEMASTER II	473
F34	RECORDABLE DOCUMENT TECH	375
F35	RECORDABLE DOCUMENT TECH TRAINEE	354
J83	RECORDS ASSISTANT I	405
J82	RECORDS ASSISTANT II	420
R3C	RECREATION COORDINATOR	446

**Job
Code**

Job Title

June 19,2006

		Grade
P67	REHABILITATION COUNSELOR	489
X92	REHABILITATION OFFICER I	170 D
X91	REHABILITATION OFFICER II	200 D
R49	REHABILITATION THERAPY ASSISTANT	133 X
R28	REHABILITATION THERAPY SPECIALIST	135 X
V4A	RESOURCE MANAGEMENT ASSISTANT	176 W
R15	RESPIRATORY CARE PRACTITIONER	508
R54	RESPIRATORY THERAPY INSERVICE COORDINATOR	539
V35	REVENUE COLLECTIONS OFFICER	447
U98	SECURITY GUARD	395
G73	SHERIFFS TECHNICIAN	405
G5H (1)	SOFTWARE ENGINEER I	514
G5G (2)	SOFTWARE ENGINEER II	530
G5F	SOFTWARE ENGINEER III	546
G5E	SOFTWARE ENGINEER IV	566
R38	SPEECH PATHOLOGIST I	518
R37	SPEECH PATHOLOGIST II	538
C47	SR APPRAISER	511
C79	SR APPRAISER SCPTAP	511
C57	SR AUDITOR APPRAISER	529
E88 (1)	SR CHILD SUPPORT OFFICER	482
X24	SR CHILDREN'S COUNSELOR	464
N31	SR CONSTRUCTION INSPECTOR	505
B2M	SR DATA BASE ADMINISTRATOR	580
J23	SR EPIDEMIOLOGIST	531
P98	SR HOSPITAL CLINICAL PSYCH	558
R74	SR LABORATORY ASSISTANT	401
V73	SR PARALEGAL	491
K43	SR PROPERTY MAPPER	449
V34	SR REVENUE COLLECTIONS OFFCR	467
K18	SR TELEPHONE TECHNICIAN	514
R04	SR THERAPIST CCS	536
P73	SSA APPLCTN DEV SPC EMPL SV I	475
P72	SSA APPLCTN DEV SPC EMPL SV II	523
D8F	STUDENT INTERN - 715 LEVEL I	170 X
D8G	STUDENT INTERN - 715 LEVEL II	171 X
D8H	STUDENT INTERN - 715 LEVEL III	172 X
D8I	STUDENT INTERN - 715 LEVEL IV	173 X

Job

Code	Job Title	June 19,2006 Grade
G6S	SYSTEMS SOFTWARE ENGINEER I	545
G6T	SYSTEMS SOFTWARE ENGINEER II	569
R05	THERAPIST CCS I	507
R07	THERAPIST CCS II	526
R41	THERAPY AIDE	395
R48	THERAPY TECHNICIAN	397
R91	TOXICOLGISTI	443
R76	TOXICOLOGISTII	484
R72	TOXICOLOGIST III	506
X36	TRANSPORTATION OFFICER	418
T02	TREATMENT AUTHORIZATION CRD	467
S30	ULTRASONOGRAPHER I	535
S29	ULTRASONOGRAPHER II	557
H94	UNIT SUPPORT ASSISTANT	383
R86	URODYNAMIC TECHNICIAN	444
R63	UROLOGY CLINICAL COORD	442
R80	UROLOGY TECHNICIAN	418
X83	VECTOR CONTROL COMM RES SPC	511
X73	VECTOR CONTROL ECOLOGY ED SPEC	471
M11	VEHICLE MAINTENANCE SCHDLR	450
X72	VETERAN SERVICES REP I	449
X71	VETERAN SERVICES REP II	469
X81	WEED ABATEMENT INSPECTOR	407
V29	WEIGHTS & MEASURES INSPI	406
V28	WEIGHTS & MEASURES INSP II	426
V27	WEIGHTS & MEASURES INSP III	446
R93	X-RAY DARKROOM TECHNICIAN	359
V80	ZONING INVESTIGATOR	482

A Indicates classes on Basic Salary Plan A.

D Indicates classes on Basic Salary Plan D.

1 One year probationary period

2 One year probationary period for initial entry into series; six month probationary period if promotion within series.

E.2 - Realignments

In addition to the general increase received by classes in this Unit, the classes listed below will receive an additional increase (reflected in E.1 above) as indicated:

Class	Percentage Effective
	<u>June 19, 2006</u>
Accountant Assistant	5.0%
Anesthesia Technician	5.0%
Attending Psychologist	2.0%
Auditor Appraiser	4.0%
Certified Occupational Therapy Assistant I	1.0%
Certified Occupational Therapy Assistant II	1.0%
Communicable Disease Investigator	1.0%
Communications Dispatcher I	4.0%
Communications Dispatcher II	4.0%
Communications Dispatcher III	4.0%
Diagnostic Imaging Technician I	6.0%
Diagnostic Imaging Technician II	6.0%
Forensic Pathology Technician	10.0%
Hazardous Materials Technician	3.5%
Help Desk Specialist	1.5%
Licensed Vocational Nurse	1.0%
MRI Technician	8.0%
Occupational Therapist I	1.0%
Occupational Therapist-Physical Disabilities	3.0%
Occupational Therapist II- Psychosocial Disabilities	3.0%
Orthopedic Technician	1.0%
Pharmacist	8.0%
Pharmacist Specialist	8.0%
Pharmacy Technician Systems Specialist	8.0%
Physical Therapist I	1.0%
Physical Therapist II	3.0%
Physical Therapist Assistant I	1.0%
Physical Therapist Assistant II	1.0%
Planner III	4.0%
Property Mapper I	3.0%
Property Mapper II	3.0%
Property Mapper Trainee	3.0%
Property Transfer Examiner	4.0%
Public Health Assistant	1.0%
Respiratory Care Practitioner	8.0%
Respiratory Care In-Service Coordinator	8.0%
Speech Pathologist	3.0%
Speech Pathologist II	3.0%
Sr. Auditor Appraiser	5.0%
Sr. Construction Inspector	4.0%
Sr. Property Mapper	3.0%
Sr. Telephone Technician	2.0%

Ultrasonographer I	6.0%
Ultrasonographer II	6.0%

E.3 - Salary Alignments a)

Investigator Salaries

The following classifications, during the term of this Agreement, shall continue the existing alignment with the appropriate classes in the Deputy Sheriff and District Attorney Investigator Units.

- Investigator Assistant Public Defender
- Investigator I Public Defender
- Investigator II Coroners Investigator
- Deputy Fire Marshal Rehabilitation
- Officer I Rehabilitation Officer II

b) Probation Counselor Salaries

The following classifications, during the term of this Agreement, shall continue the existing alignment with the appropriate classes in the Deputy Probation Officer series:

- Probation Counselor I
- Probation Counselor II

c) Probation Assistant Salaries

The following classifications, during the term of this Agreement, shall continue the existing alignment with the appropriate classes in the Group Counselor series:

- Probation Assistant I
- Probation Assistant II

E.4 - Career Incentive Programs

- a) The County agrees to continue the Career Incentive Program for the Public Defender Investigators. The biweekly differentials paid under this program will be a flat rate as follows:

Effective-June 19, 2006

	Basic	Intermediate Advanced
Public Defender Investigator I	\$59.89	\$119.87 \$180.10
Public Defender Investigator II	\$66.44	\$132.22 \$197.74

- b) During the term of this agreement the above amounts will be increased by an amount equal to the percentage of salary increase in the Deputy Sheriff/District Attorney Investigator Unit computed on the existing flat amount payment.
- c) The Public Defender's Office, the District Attorney's Office and the Human Resources Department will continue to coordinate the program.
- d) If the salary differentials for the Career Incentive Program for the Deputy Sheriff and District Attorney Investigator Units are applied towards a general salary adjustment during the term of this Agreement, the County will advise the Union and, notwithstanding the provisions of E.3(a) Investigator Salaries, meet and confer to discuss a similar adjustment for workers covered by this provision.

E.5 - Public Defender Investigator Overtime Work Assignments

The County shall authorize cash payments for Public Defender Investigators when assigned overtime work. The Public Defender's Office shall maintain appropriate administrative procedures for applying cash payments or, if permitted by State and Federal Law, compensatory time off to overtime work assignments.

E.6 - Software Engineer Training

The Information Systems Department will maintain ongoing training for Software Engineer, including the following:

- a) A file of available information system related educational resources, including self-study (P.I.) vendor supplied courses, public education and professional association courses and seminars.
- b) Keep the Software Engineer staff abreast of new projects and programs in the Center and the data processing field.
- c) The Information Systems Department will assign to Software Engineers training and education programs conducted by educational institutions, vendor supplied courses, professional organization sponsored courses and seminars, internally developed tutorials and workshops and on-the-job training. It is agreed that all of the above set forth activities shall be principally related to data processing projects and programs within the Information Services Department Data Processing Center and the individual Software Engineer's assignment.

E.7 - Educational Leave Program - Training Program

a) Educational Leaves for LVNs and Physician Assistants

1. A credit of forty (40) hours per year shall be granted for educational leave for all full-time workers covered by this section. Educational leave will be accumulative to a maximum of eighty (80) hours. Educational leave for part-time workers will be prorated.

Each worker that uses any time earned between three (3) and six (6) months must sign a note which states that she/he will authorize a deduction from her/his last paycheck for the time used if she/he leaves County employment within one (1) year of the date of hire.

2. The individual worker shall decide the educational program in which she/he shall participate. It is understood that all use of educational leave shall be principally related to nursing practices within the County.
3. Details in the written application for educational leave shall include but not be limited to the course, institute, workshops or classes, subjects, hours, faculty and purpose of taking the course, seminar, etc. The application shall be received by the Administration no less than ten (10) working days prior to the requested date of leave of absence. At least five (5) working days prior to the commencement of the leave of absence date, the Administration shall respond in writing to the worker. When notification of a course is received less than ten (10) working days prior to the course date, Administration may consider approval.
4. In all instances set forth above, the leave request shall be subject to approval by the department. Such leaves shall not unduly interfere with staffing requirements for patients' care or duplicate similar training offered by the department. The department agrees that it shall not unreasonably withhold approval.
5. Proof of attendance may be requested by the department. The worker may be requested by the department to report such activity in writing.
6. Every effort shall be made to arrange scheduling for the individual worker use of educational leave time. It is understood that the department has the authority to approve all voluntary attendance at In-service Training Programs.
7. If the educational leave falls on the worker's day off, the worker shall select one of the following:
 - a. The day will be charged to educational leave and the worker will have a day added to her/his vacation balance, or
 - b. The day will be charged to educational leave and the worker will be given another day off during the pay period, or
 - c. The day will not be charged to educational leave.

8. Participation in this Educational Leave Program shall not alter the worker's right to benefits included in the Educational Leave and Tuition Reimbursement Section of the master agreement.

In-service Training Programs

The Santa Clara Valley Medical Center will continue to provide and maintain In-service Programs. The current programs and programs developed by management in the future will be provided for LVN's, HSA's I and II, and E. R. Technicians, including the following:

1. Provide an organized plan of orienting all new workers to the objectives, policies, goals, and procedures of the hospital and/or of nursing service, as appropriate, at regularly scheduled intervals.
2. Provide an organized plan of orienting all workers to the job descriptions, responsibilities, and work assignments for their classification, at regularly scheduled intervals.
3. Keep the staff abreast on a continuing basis of new and expanding health care programs and of new techniques, equipment, facilities and concepts of care.
4. Each worker must complete both (1) and (2) above before being permanently assigned to a unit and shift. Until completion of the formal orientation, the worker will be considered as still in a structured learning experience and not part of the unit's regular staff.

- Weekend Off Provision

The following weekend off provisions shall apply, during the term of this Agreement, to all County workers in the classifications of Licensed Vocational Nurse, Hospital Services Assistant I and II, Respiratory Care Practitioner, Central Supply Assistant, Central Supply Technician, Nursing Attendant, Dietitian I and II, Recreation Therapist, Recreation Therapist I and II, Recreation Therapy Assistant, Urology Technician, Psychiatric Technician, Rehabilitation Counselor in Acute Services, Medical Assistant, Unit Support Assistant and E. R. Technician.

1. The County will attempt to grant every other weekend off and each worker will not be required to work more than two (2) consecutive weekends, nor more than twenty-six (26) weekends per year. Every effort will be made on a unit-by-unit basis to require fewer weekends per year.
2. If the County requires a worker to work more than two (2) consecutive weekends, or more than twenty-six (26) weekends per year, the worker will receive time and one-half for work in excess of that required. These

penalties shall not be duplicated for the same weekend worked. Work as used in this section shall mean productive time.

3. Weekend work assignments shall be prorated for all newly coded workers and for any worker who is off the payroll due to an authorized leave of absence.
4. The above weekend off provisions may be waived on the written request of the individual worker.

E.9- O.R. Technician Call Back Pay Option

If permitted by State and Federal Law, the O.R. Technician may elect to receive compensatory time off credit in lieu of cash compensation for call-back time worked.

An O.R. Technician shall be granted a day charged to vacation, leave without pay, or compensatory time if permitted by State and Federal Law, on his/her normal workday following five (5) or more hours of call-back time.

E.10- Professional Performance Committee

Valley Medical Center Licensed Vocational Nurses shall have the right to have three (3) representatives serve on the Hospital's Nursing Professional Performance Committee. One (1) representative shall be from the Medical-Surgical area, one (1) from either Critical Care or OPD, and one (1) from either Rehab or Maternal Child Health. The representative will be elected from the LVN's in each area and shall attend meetings on release time.

E.11- Safety Retirement

Workers in the classifications of Probation Counselor and Probation Assistant shall remain within the Safety Retirement System. 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.

E.12 - Professional Pharmacy Practices Committee

The Santa Clara Valley Health and Hospital System Professional Pharmacy Practices Committee (PPPC) shall be composed of Pharmacists employed by the hospital. The Committee shall have one (1) Pharmacist representative from the VMC Outpatient Pharmacy, two (2) representatives from the VMC Inpatient Pharmacy, and one (1) representative from the Mental Health Pharmacy. Upon request, one (1) representative from the institutions and one (1) representative from Public Health will be added to the committee.

The PPPC shall act as an advisory body to Pharmacy Services and the Santa Clara Valley Health and Hospital System administration. Meetings will be held as needed, up to four times a year, and will last for sixty (60) minutes, or for a longer time period if agreed upon by the Pharmacy Director.

The Director of Pharmacy or his/her representative will meet with the PPPC at their regularly scheduled meeting if the Committee requests their attendance. Committee members who attend the meeting during their regularly scheduled shift will be granted release time to attend meetings.

The Pharmacy administration shall respond to all written requests and recommendations of the Committee within thirty (30) working days of receipt.

The PPPC shall not involve itself in grievances or appeals of any kind. The objective of the PPPC is to provide a forum for discussion focused on professional pharmacy issues.

E.13 - After-Hours Telephone Call Pay

Workers in the classification of Deputy Public Guardian, Estate Administrator and Deputy Public Guardian/Investigator who respond to County Communications telephone calls without having to return to a recognized work area shall be credited with twenty-four (24) minutes for each after-hour telephone call, or the actual time spent, whichever is greater.

After-hours telephone call pay is subject to all provisions of Article 8, Section 2 -Overtime Work.

E.14- Educational Certification Maintenance - Assessor

The County agrees to provide time without loss of compensation and benefits for workers to participate in educational courses, seminars, in-service training and workshops identified and required to maintain certification.

Participation in the Certification Maintenance Program shall not alter the right to benefits included in the Educational Leave and Tuition Reimbursement Section of the Master Agreement.

E.15- Educational Release Time

Community Worker classes of Public Health Community Specialist, Mental Health Community Worker, Probation Community Worker, Public Health Assistant and Community Worker shall be allowed release time per week as provided below:

Contact Hours of Class	Travel and/or Study Time	Total Release Time Allowed
1		
2		
3		
4		
5		
6		
2		

7	1	8
8		9
9	1	10
	1	

Release time will be permitted for the purpose of taking courses required for the obtainment of a Bachelors degree in a field related to the worker's goal Provisions of this section shall apply only to those workers who do not possess a Bachelors degree.

Evidence of completion of courses shall be required. If a worker drops (a) class(es), she/he shall immediately readjust work hours to conform to the above release time schedule.

Workers in the classifications of Public Health Community Specialist, Mental Health Community Worker, Probation Community Worker, Public Health Assistant and Community Worker will be eligible to utilize Section 12.8 "Educational Leave and Tuition Reimbursement" for non-Bachelor's degree courses. The total monetary amount will not exceed the maximum individual cap under Article 12.8 or E.19, whichever is greater, during a fiscal year.

E.16 - In-Service Training

Departments to which Community Workers, Public Health Community Specialist, Mental Health Community Workers, Probation Community Workers and Public Health Assistants are assigned agree to provide those workers a minimum of ten (10) hours formal in-service training annually to be implemented pursuant to E.19.

E.17 -Education Reimbursement

The educational reimbursement fund shall be administered by the Employee Services Agency for workers in the Community Worker classifications pursuant to E.17. The amount of the fund shall be four thousand five hundred dollars (\$4,500) in FY 06-07, FY07-08 and FY08-09. A maximum of three hundred twenty-five dollars (\$325 per semester shall be allotted to those attending four (4) year schools and two hundred fifty dollars (\$250) for those attending two (2) year schools, to a maximum of six hundred fifty dollars (\$650) per year per worker.

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

- a) Deduction in full from his/her last paycheck if the worker voluntarily resigns County employment prior to the completion of the course.
- b) Deduction in the amount of twenty-five dollars (\$25.00) per pay period for full reimbursement if a worker does not complete the course. This provision may be waived by the Director of Personnel under unique or emergency circumstances.

E.18 - Alternately Staffed Community Worker Positions

A promotional rating form shall be deemed an appropriate qualifying examination for promotions from Community Worker to alternately staffed classifications of Mental Health Community Worker, Probation Community Worker and Public Health Assistant.

E.19- Differentials

1. Agricultural Biologist Lead Differential

When assigned a full range of lead duties, one incumbent Agricultural Biologist III located at the Berger Drive facility shall be compensated at the flat rate of fifty-six cents (\$0.56) per hour for each hour actually worked.

2. Anesthesia Technician Lead Differential

When assigned the full range of lead responsibilities, one Anesthesia Technician position in Valley Medical Center Anesthesia Department shall be compensated at the flat rate of seventy cents (\$0.70) for each hour actually worked.

3. Central Permit Differential

Positions in the Department of Planning and Land Development assigned to the Central Permit Office and recommended by the Land Development Coordinator and approved by Personnel as competent in all five disciplines (Sanitation, Building Inspection, Engineering, Planning, Fire Marshal) shall be paid a differential in the amount of seventy- two dollars (\$72.00) bi-weekly when so assigned.

4. Central Supply Technician Lead Pay

Incumbents in the classification of Central Supply Technician who are assigned to perform lead duties shall be paid a differential at a rate approximately five percent (5%) higher than that specified for regular positions in this class.

5. Communications Dispatcher Differential

- a. Communications Dispatcher II and I who are trained, certified and assigned by the Department to provide Emergency Medical Dispatching services shall receive a differential of approximately 5% above that specified for regular positions in these classes, for each shift actually worked
- b. Communications Dispatcher II's when assigned to instruct Communications Dispatcher I's on a one-to-one basis on the consoles will receive a differential of one dollar and thirty cents (\$1.30) per hour
- c. Incumbents of Communications Dispatcher I or II who are assigned to perform full-time lead supervision on the complaint desk shall be paid a differential of three dollars and fifteen cents (\$3.15) per shift over that specified for regular positions in these classes.

- d. Communication Dispatchers II's who are appropriately trained and assigned by the Department to provide dispatching services in law enforcement, fire and medical communities shall be compensated at a rate of one salary range (approximately 5%) higher than that specified for regular positions in these classes, for each shift actually worked.

6. Dental Assistant Differential

Incumbents in Dental Assistant positions and Registered Dental Assistants shall be paid a flat rate differential rate of five percent (5%) per bi-weekly pay period when assigned the following responsibilities:

- a. Insure continuity in delivery of dental clinic(s) services;
- b. Orient newly hired professional staff to dental clinic(s) and applicable hospital policy and procedures;
- c. Provide lead supervision over extra-help or student intern paraprofessional workers in dental clinic(s);
- d. Solicit job applications, interview, and recommend hiring of extra-help dental clinic paraprofessional personnel; AND/OR act as a resource person relative to dental clinic(s) program development or coordination with outside groups.

This differential shall exclusively apply at a given time to no more than one position stationed at the Valley Medical Center and to no more than one position stationed in the Detention Facilities.

7. Deputy Public Guardian Lead Differential

An incumbent of this classification shall receive seventy dollars (\$70.00) above the normal specified biweekly rate for this class when assigned to perform lead worker duties, provided such assignment has been made in writing by the Public Administrator and approved by the Social Services Administrator.

8. Diagnostic Imaging Technologist I

- A. When assigned a full range of lead duties, the incumbent in two Diagnostic Imaging Technologist positions shall be compensated at one full salary range (approximately 5%) higher than that specified for regular positions in this classification.
- B. For Diagnostic Imaging Technologist I (R87) positions, incumbents shall be eligible to receive a maximum of one of the following differentials:
 - a. Incumbents who are fluoroscopy-licensed shall receive a differential based on a rate that is approximately 4% above the employee's salary range.

- b. Incumbents shall receive a differential based on a rate that is approximately 6% above the employee's salary range when determined by management to be competent and eligible to perform mammography.
- c. Incumbents shall receive a differential based on a rate that is approximately 9% above the employee's salary range when determined by management to be competent and eligible to perform CT.
- d. Incumbents shall receive a differential based on a rate, which is approximately 12% above the employee's salary range when determined by management to be competent and eligible to perform duties in mammography and CT.
- e. Incumbents who are assigned to perform the duties of the Clinical Instructor shall receive a differential based on a rate, which is approximately 12% above the employee's salary range. Incumbents receiving this differential in accordance with this footnote are not eligible to receive extra lead compensation.

9. Diagnostic Imaging Technologist II Differentials

- A. When assigned a full range of lead duties, the incumbent in two Diagnostic Imaging Technologist positions shall be compensated at one full salary range (approximately 5%) higher than that specified for regular positions in this classification.
- B. For Diagnostic Imaging Technologist II (R88) positions, incumbents shall be eligible to receive a maximum of one of the following differentials:
 - a. Incumbents shall receive a differential based on a rate, which is approximately 6% above the employee's salary range when determined by management to be competent and eligible to perform interventional procedures.
 - b. Incumbents shall receive a differential based on a rate, which is approximately 9% above the employee's salary range when determined by management to be competent and eligible to perform interventional procedures and mammography.
 - c. Incumbents shall receive differential based on a rate, which is approximately 12% above the employee's salary range when determined by management to be competent and eligible to perform interventional procedures and CT.

- 10. Employment Counselor, Employment Analyst and Employment Technician Lead Differential**
Incumbents in the classes of Employment Counselor, Employment Analyst, and Employment Technician when assigned and performing the full range of lead duties, shall be compensated with a differential at a rate of ninety-eight cents (\$0.98) per hour.
- 11. Estate Administrator Lead Differential**
When assigned the full range of lead responsibilities, incumbents in the class of Estate Administrator (V37) shall be compensated at the flat rate of one dollar and forty-six cents (\$1.46) for each hour actually worked.
- 12. Estate Property Technician Lead Differential**
One incumbent of the Estate Property Technician classification within the Social Services Agency's Public Guardian/Public Administrator's Office shall be compensated with a differential approximately five percent (5%) based on the employee's range and step, when assigned a full range of lead duties.
- 13. Forensic Chemist Differentials**

 - a. When assigned the full range of lead responsibilities, one Forensic Chemist position in Santa Clara Valley Medical Center shall be compensated with a differential at the flat rate of ninety-five cents (\$0.95) for each hour actually worked.
 - b. Positions in the class of Forensic Chemist II, upon successful completion of the Forensic Supervisor training course and when assigned by the District Attorney shall be compensated one (1) full salary range (approximately 5%) higher than that specified for regular positions in this class.
- 14. Forensic Pathology Technician Lead Differential**
One position in the class of Forensic Pathology Technician will be paid a differential of approximately five percent (5%) (one full salary range) when assigned lead responsibilities over other positions in this class.
- 15. Hazardous Materials Specialist Lead Differential**
Up to a maximum of four (4) incumbents of Hazardous Materials Specialist assigned to perform the full range of lead duties shall be compensated five percent (5%) higher than that specified for regular positions in this class.
- 16. Hazardous Materials Technician Lead**
An incumbent in the class of Hazardous Materials Technician (V21) at E.R.A., Environmental Health Department Hazardous Materials Compliance Division shall be compensated at a rate of one (1) salary range (approximately 5%) higher when assigned the full range of lead duties.

17. Hospital Services Assistant II Differentials

- a. Incumbents in the class of Hospital Services Assistant II (S93), when assigned to perform a full range of duties related to activities of Dysrhythmia detection, shall receive a flat rate of one dollar (\$1.00) per hour for each hour actually spent performing these duties.
- b. When assigned the full range of lead responsibilities, Hospital Services Assistant I positions in Valley Medical Center Transport Services shall be compensated at the flat rate of fifty-five cents (\$0.55) per hour for each hour actually worked.

18. Information Systems Technician Lead Differential

When assigned a full range of lead duties, the incumbent on one Information Systems Technician position shall be compensated at the flat rate of sixty-five cents (\$0.65) per hour for each hour actually worked.

19. Information Systems Technician III Lead Differential

When assigned a full range of lead responsibilities, Information Systems Technician III positions in specific departments shall be compensated at the flat rate of sixty-five cents (\$0.65) per hour for each hour actually worked.

20. Librarian II Lead Differential

When assigned the full range of lead functions in the Bookmobile/Outreach program, the incumbent in one Librarian II position (J63) shall be compensated at one full salary range (approximately 5%) higher than that specified for regular positions in the classification.

21. Library Assistant I/II Charge Differential

Incumbents in the class of Library Assistant I/II when in charge of a library facility, shall receive seventy-eight cents (\$0.78) per hour as the total premium payment for each hour worked.

22. Magnetic Resonance Imaging Technologist Differentials

For Magnetic Resonance Imaging Technologist (S28) positions, incumbents shall be eligible to receive a maximum of one of the following differentials:

Incumbents shall receive a differential based on a rate that is approximately 6% above the employee's salary range when determined by management to be competent and eligible to perform MM angiography.

Incumbents shall receive a differential based on a rate that is approximately 9% above the employee's salary range when determined by management to be competent and eligible to perform CT.

23. Medical Examiner-Coroner Investigator

When assigned the full range of lead responsibilities not more than two incumbents in the Medical Examiner-Coroner Investigator positions shall be compensated at a rate of one (1) salary range (approximately 5%) higher than that specified for regular positions in this class.

24. Mental Health/Alcohol & Drug Lead Differential

Employees in designated positions in the classes of Clinical Psychologist, Marriage & Family Therapist, Occupational Therapist, Psychiatric Social Worker, Rehabilitation Counselor, Psychiatric Technician, Mental Health Community Worker and Community Worker, who perform lead duties shall receive ninety (\$90.00) additional compensation each biweekly pay period provided they are:

- a. Assigned to a Community Mental Health Center, a unit in the Continuing Care Program in the Mental Health Department or the Alcohol and Drug Department; or Acute Psychiatric Services in Valley Medical Center and are
- b. Assigned to "lead" a functional unit as defined by the Mental Health Department or Alcohol and Drug Department, or Acute Psychiatric Services in Valley Medical Center and approved by the County Executive.

25. Night Attendant Lead Differential

Incumbents in the position of Night Attendant when designated to perform the full range of lead duties at a minimum security facility shall receive a differential of forty-three cents (\$0.43) for each hour actually worked.

26. Pharmacist Differentials

- a. Pharmacists assigned to the evening shift and night shift in accordance with the provisions of Sections 8.9 a) and 8.9 b) of the master agreement shall be compensated at the rate of five dollars (\$5.00) per each hour worked in place of the rate paid for evening shift differential in Section 8.9 a) and ten dollars (\$10.00) per hour for each hour worked in place of the rate paid for night shift differential in Section 8.9 b).
- b. When assigned to perform a full range of lead duties, one Pharmacist position at each qualifying site may be paid a differential of approximately 5% of Step 3 for hours worked. A qualifying site is one at which a Pharmacist regularly performs the full range of lead duties on the same shift in relation to a minimum of three coded FTE being a coded Pharmacist. Two FTE coded positions performing routine clerical, central supply or delivery duties may be substituted for one of the required positions other than the required one FTE Pharmacist.

- 27. Pharmacy Technician Advanced Admixture Duties Differential**
When assigned advanced admixture duties Pharmacy Technician positions in the Department of Pharmacy at VMC shall be compensated with a differential at the flat rate of one dollar (\$1.00) for each hour actually worked.
- 28. Pretrial Release Specialist II (V59) Differentials**
- a. When assigned lead duties on evening, night and weekend shifts, shall receive a flat rate of eighty-eight cents (\$0.88) per hour higher than specified for regular positions in this class.
 - b. One position of Pretrial Release Specialist II when assigned to perform lead duties on day shift shall receive a flat rate of eighty-eight cents (\$0.88) per hour higher than that specified for regular positions.
 - c. One position of Pretrial Release Specialist II when assigned to perform research and systems duties or when assigned to perform research, systems and lead duties shall receive a flat rate of \$1.32 per hour (approximately 7.5% of Step 3) higher than that specified for regular positions in this class.
- 29. Probation Assistant Lead Differential**
Incumbents in the classification of Probation Assistant II/I when designated to perform the full range of lead duties at a minimum security facility shall receive a differential of fifty-three cents (\$0.53) for each hour actually worked.
- 30. Probation Community Coordinator Lead Differentials**
Probation Community Coordinators within the Restorative Justice Program shall be compensated approximately five percent (5%) above the employee's salary range and step, for each hour actually worked when assigned lead responsibilities.
- 31. Property Tax Appraisal Differential**
Positions in this classification shall receive a differential approximately 2% above the employee's salary range when the employee possesses the State Board of Equalization Advanced Property Tax Appraisal Certification.
- 32. Public Defender Investigator II Lead Differential**
When assigned the full range of lead responsibilities, one Public Defender Investigator II in the Public Defender's Office shall be compensated at a rate of one (1) salary range (approximately 5%) higher than that specified for regular positions in the class.

33. Public Health Nutritionist Lead Differential

When assigned a full range of lead duties, up to four (4) incumbent Public Health Nutritionists (R24) in the Public Health Department shall be compensated with a differential of approximately five percent (5%) above their regular salary.

34. Pulmonary Diagnostic Tech Lead Differential

When assigned a full range of lead responsibilities and administrative support tasks, one incumbent in the class of Pulmonary Diagnostic Technologist at Valley Medical Center shall be compensated at the flat rate of one dollar and five cents (\$1.05) as the total premium payment for each hour worked.

35. Rehabilitation Officer II Lead Differential

When assigned the full range of lead responsibilities one Rehabilitation Officer II position in the Department of Correction shall be compensated approximately five percent (5%) above the employee's salary range and step, for each hour actually worked.

36. Respiratory Care Practitioner Differentials

a. An incumbent in the class of Respiratory Care Practitioner when assigned as the relief supervisor shall receive an additional one dollar and seventy five cents (\$1.75) per hour over that specified for regular positions in this class.

b. Respiratory Care Practitioners and Respiratory Therapy In-services Coordinators assigned to the evening shift and night shift in accordance with the provisions of Sections 8.9 a) and 8.9 b) of the master agreement shall be additionally compensated at the rate of four dollars (\$4.00) salary for evening shift and five dollars (\$5.00) for the night shift.

37. Security Guard Lead Differential

Up to seven (7) Security Guards in the Santa Clara Valley Health & Hospital System and up to two (2) Security Guards in the Social Services Agency when assigned and performing the full range of lead duties shall be compensated at the flat rate of one dollar (\$1.00) per hour for each hour actually worked.

38. Sheriff Technician Lead Differential

When assigned the full range of lead responsibilities, Sheriff Technicians shall be compensated at a rate of one salary range (approximately 5%) higher than that specified for regular positions in this class.

39. Sr. Auditor/Appraiser Certification Differential

Positions in this classification shall receive a differential of approximately 2% above the employee's salary range when the employee possesses the State Board of Equalization Advance property Tax Appraisal Certificate.

40. Sr. Construction Inspector Class A Instructor Certified Differential

When assigned to Construction Services, incumbents in the class of Senior Construction Inspector who possess a current Class A Inspector Certificate issued by the Office Statewide Planning and Development (OSHPD), shall be compensated one (1) full salary range (approximately 5 %) higher than that specified for regular positions in this class, upon approval of the Director of Construction Services.

41. Sr. Laboratory Assistant Differentials

- a. Incumbents in the class of Senior Laboratory Assistant, when assigned on PM's, nights, weekends or holidays in the Valley Medical Center Laboratory shall be paid forty-nine cents (\$0.49) per hour above the normal rate for this class based on responsibility for admitting blood and urine samples.
- b. When assigned to function in a lead capacity over other Senior Laboratory Assistants in addition to performing regular Senior Laboratory Assistant duties, one Senior Laboratory Assistant position in the Public Health Laboratory will be compensated at approximately five percent (5%) per pay period based on the third step of the range for Senior Laboratory Assistant over that specified for regular positions in this class.

42. Sr. Paralegal Lead Differential

When assigned the full range of lead responsibilities, no more than two (2) Senior Paralegal positions in the Office of the County Counsel shall be compensated approximately five percent (5%) higher than that specified for regular positions in this class.

43. Ultrasonographer I Differentials

For Ultrasonographer I (S30) positions, incumbents shall be eligible to receive a maximum of one of the following differentials:

- a. Incumbents shall receive a differential base on a rate, which is approximately 12% above the employees salary range when registered as a Vascular Technologist.
- b. Incumbents shall receive a differential based on a rate, which is approximately 6% above the employees' salary range when possessing one Registered Diagnostic Medical Sonographer Certificates and assigned work related to that registration.

44. Ultrasonographer II Differentials

For Ultrasonographer II (529) positions, incumbents shall be eligible to receive a maximum of one of the following differentials:

- a. Incumbents shall receive a differential based on a rate, which is approximately 12% above the employee's salary when registered as a

Vascular Technologist. An additional 2% will be granted to any employees when he/she possesses two Registered Diagnostic Medical Sonographer Certificates.

b. Incumbents shall receive a differential based on a rate, which is approximately 6% above the employees' salary range when possessing one Registered Diagnostic Medical Sonographer Certificates and assigned work related to that registration.

c. Incumbents in this classification shall receive a differential based on a rate, which is approximately 9% above the employees' salary range when possessing either:

One Registered Diagnostic Medical Sonographer Certificate and registry eligible for a second and certification as a Radiological Technologist

OR

Possession of two Registered Diagnostic Medical Sonographer (RDMS) Certificates

d. Incumbents in this classification shall receive a differential based on a rate, which is approximately 12% above the employees' salary range when possessing either:

Three Registered Diagnostic Medical Sonographer Certificates OR

Two Registered Diagnostic Medical Sonographer Certificates and a Certification as a Radiological Technologist.

45. Urology Technician Lead Differential

One incumbent in the class of Urology Technician at Valley Medical Center when assigned to perform the full range of lead duties on a p.m., night, or weekend shift shall receive additional compensation at a rate of fifty-five cents (\$0.55) an hour higher than that specified for regular positions in this class.

46. Veteran Services Representative II Lead Differential

One Veteran Services Representative II when assigned to perform full range of lead duties shall be paid a flat rate differential of thirty-one dollars and ninety cents (\$31.90) biweekly over that specified for regular positions in this class.

47. VMC Float Differential

a) Each LVN and Hospital Services Assistant will only float within like areas as follows:

1. Medical-Surgical Units
4 Surgical, 4 Medical, 3 Surgical

2. Newborn Intensive Care Unit
Pediatrics
Pediatric Intensive Care Unit Mother
Infant Care Center (MICC)
3. Surgical ICU
Medical ICU

Cardiac Care Unit Burn
Intensive Care Unit Trauma
ICU
4. TCU/Neurosurgery Express Admission
Unit (EAU)
5. Rehabilitation Unit 1 (1RHB)
Rehabilitation Unit 2 (2RHB)
Rehabilitation TCU (RTC2)
6. Labor and Delivery (L&D)
7. Operating Room (relief only)
Recovery Room (relief only)
8. OPD Clinics
9. E.R. (Not to float except in an emergency)

- b) If a float assignment outside like areas is necessary, management shall attempt to send volunteers from the unit to be floated from, prior to making an involuntary assignment. If an LVN, or Hospital Services Assistant is required to float outside of one of the like areas, she/he shall receive shall receive or eight dollars and twenty cents (\$8.20) per full shift or eighty-five cents (\$0.85) per hour for less than a full shift for such assignment. An LVN, or Hospital Services Assistant who requests to float in order to broaden her/his experience may put her/his name on a list, maintained in the Nursing Office, indicating where she/he requests to float. In this case, a differential shall not be paid.
- c) This section will not apply when one of the units is temporarily closed.
- d) Except in emergencies, (defined as a situation when reasonable efforts to float from like areas fail), no LVN, or HSA will be assigned to an area without having adequate orientation to that area. Adequate orientation will be determined by the Director of Nursing, who upon request, will review the orientation plan for an area with the Union.

e) If Nursing Administration creates new nursing areas during the term of this Agreement, management and the Union shall meet and confer regarding their allocation to appropriate like areas as defined in this section.

48. Zoning Investigator Lead Differential

When assigned the full range of lead functions, the incumbent in one Zoning Investigator position (V80) shall be compensated at two full salary ranges (approximately 10%) higher than that specified for regular positions in this classification.

E.20 - County Communications - Stress Management Training

Workers in the Communications Dispatcher series will be provided a minimum of four (4) hours of stress management training on County time each fiscal year for the term of the Contract. Prior to training, the instructor selected by the County will meet with two

(2) workers selected by the Union to discuss the format and content of the training. The schedule for such training shall be provided to the workers no less than forty-five (45) days in advance of the next scheduled session(s).

E. 21 - County Communications - Split Codes

For the term of this Agreement, the Communications Director agrees to maintain three (3) split codes.

It is understood that more split codes may be established subsequently if requested by the workers and approved by the Communications Director.

E.22 - Children's Counselor Training

Children's Counselors at the Children's Shelter will be provided a minimum of four (4) hours of work related training on County time each fiscal year for the term of the Contract. Prior to training, the instructor selected by the County will meet with two (2) workers selected by the Union to discuss the format and content of the training. The schedule for the training shall be provided to the workers no less than forty-five (45) days in advance of the next scheduled session(s).

E.23 - Dietetic Technician Meal Allowance

Dietetic Technicians assigned to Valley Medical Center are entitled to free meal privileges for those meals that occur during their prescribed work schedule.

E.24 - Liability Protection

The County's obligation to defend and indemnify its officers and workers is prescribed by California Government Code 825 et seq. and 995 et seq. The County shall indemnify and defend workers in this unit in accordance with the applicable law when and if they are sued for errors or omissions (malpractice) within the course and scope of their duties, save and except where applicable law excuses the County's obligation to defend (e.g. fraud, malice, etc.). This paragraph and the terms and conditions thereof shall be

enforceable, at law in accordance with the applicable law, but shall not be subject to the grievance provision of this agreement.

E.25 - Information Services Department (ISD)

Workers at ISD shall receive night shift differential, in accordance with the provisions of Section 8.9 b), for each hour worked after 11:00 pm and prior to 8:00 a.m.

**E.26- Departments of Mental Health and Drug and Alcohol Services Clinician
Quality of Patient Care Committee**

In an effort to maintain the best quality of patient care to the community, it is agreed that, for workers in the positions of Marriage and Family Therapist I/II, Rehabilitation Counselors and Psychiatric Social Workers I/II/III assigned to Mental Health and Drug and Alcohol Services, the Union and the County agree to create a Committee in an attempt to provide the highest quality of services to the community. The Committee shall be composed of three (3) representatives from both the Union and the County. The Committee will make recommendations to the Directors of Mental Health and DADS. Each Committee will meet on County time on a monthly basis and then as determined by the Committee's need.

The goal of the Committee will be to assist in the development of a study to improve the delivery of services by the clinicians providing mental health and drug and alcohol abuse services to clients.

DATED:

SANTA CLARA COUNTY
NEGOTIATING COMMITTEE


ADMINISTRATIVE, PROFESSIONAL
AND TECHNICAL UNIT
SEIU LOCAL 715



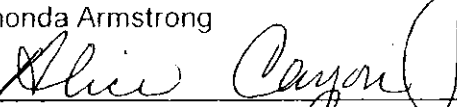
Brian McKenna



Elaine Rowan



Rhonda Armstrong



Alice Cayori



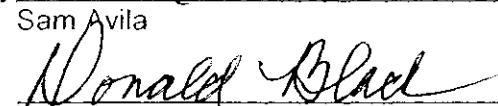
Dave Manson



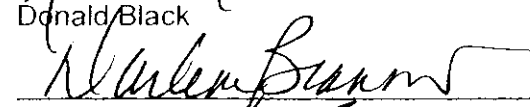
Nick Steinmeier



Sam Avila



Donald Black



Darlene Brannen



Greg Breshears

Rach^megalado

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Vincent Reyna

Regalado

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APPENDIX F - ENVIRONMENTAL HEALTH UNIT

F.1 - Salaries

The following salaries will be in effect as noted:

Class Code	Class Title	June 21, 2006		
				Range
V17*	Environmental Health Services	Trainee		458
V16*	Environmental Health Specialist	509		Health
V18*	Senior Environmental Specialist	529		

* Probationary period of 25 complete pay periods. F.2 -

Exclusions from the Master Contract

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

Article 5 Section Layoff - Sections 5.1, 5.2 Counseling and
6.6 Section 7.2 Unfavorable Reports Basic Pay Plan
a) Step One: "Difficult-to-secure" clause
Section 7.4 Part-Time Work
Section 7.5 Work Out of Classification
Section 8.1 Hours of Work
Section 8.8 Call-Back Pay
Section 8.13 Voluntary Reduced Work Hours Program
Section 10.2 Observance [of Holidays] Holiday Work Vacations
Section 10.3 Personal Business/Belief Days Sick
Article 11 Leave
Section 12.1 Educational Leave and Tuition Reimbursement a) Fund
Section 12.2 d) Reimbursement
Section 12.8 Bereavement Leave
State Required Continuing Education and Licensure Fund
Classification
Section 12.10
Section 12.11
Article 19

F.3 - Seniority Defined

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

F.4 - Transfer of Prior Agency Service

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

F.5 - Progressive Discipline Steps

Progressive discipline is the appropriate method to deal with work performance and/or conduct. The steps for progressive discipline are listed in this section and Sections 6.4 and 6.5 of the Master. Applicable steps are determined on a case-by-case basis.

a) **Step 1 - Counseling**

In the event that a worker's performance or conduct is unsatisfactory or needs improvement, informal verbal or written counseling shall be provided by the worker's lead or first-line supervisor. Documentation of such counseling may be given to the worker at the time of the counseling and will not be placed in the worker's personnel file.

b) **Step 2 - Unfavorable Reports**

If a worker's performance or conduct does not improve and disciplinary action could result, a written report may be prepared by the supervisor including specific suggestions for corrective action, if appropriate. A copy shall be given to the worker and a copy filed in his/her personnel file. The worker may attach a written response to the report for inclusion in their personnel file. Unfavorable reports shall be removed from the file after two (2) years if no further report has been issued during the intervening period. Reports involving charges listed in A25-301 (a)4 "Brutality in the performance of duties" and (b)2 "Guilty of immoral conduct or a criminal act" shall not be removed from the file.

F.6 - Basic Pay Plan - 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 Director, with the approval of the County Executive, may approve appointment at the second or third step, and with approval of the Board of Supervisors at the fourth or fifth step.

F.7 - Part-Time Salaries

a) **Salary Ranges**

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

b) Benefits

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

F.8 - Work Out of Classification

- a) If management determines it is necessary to have a worker temporarily work in a higher classification, the worker will receive a pay differential consistent with the promotional pay procedure in Section 7.3 of the Master, commencing on the first (1st) complete working day of the work out of class appointment.
- b) A worker temporarily assigned work out of classification shall receive the pay for:
 - 1. Holidays when the worker is assigned work out of classification the day prior to and following the holiday.
 - 2. Sick leave absences when the worker is assigned work out of classification and while absent is not relieved by the incumbent or by another worker assigned work out of classification in the same position.

F.9 - Hours of Work

- a) Ten (10) hours work shall constitute a full day's work and forty (40) hours' work shall constitute a full week's work unless otherwise provided by law, code or other agreement.
- b) **4/10/40 WorkWeek**
The parties agree that the four-day forty-hour workweek presently enjoyed by the workers of this unit will continue for the term of this Memorandum. During the term of this Memorandum if schedule changes are proposed, parties recognize that such proposals are proper subjects for meeting and conferring at the agency level.

F.10-Call Back Pay

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

F.11 - Voluntary Reduced Work Hours

- a) The County agrees to establish a Voluntary Reduced Work Hours Program for full time workers represented by the Union. The purpose of the Program is to reduce work hours and a commensurate amount of pay on a voluntary basis.
- b) Workers may elect a two and one-half percent (2-1/2%), five percent (5%), or ten percent (10%) reduction in pay for a commensurate amount of time off for a six

(6) month period. Admission to the plan will be at six (6) month intervals - March and September. The parties shall meet and agree upon the beginning date for the Program.

- c) All persons in the Program will revert to their former status at the end of six (6) months. If a worker transfers, promotes, demotes, terminates, or in any other way vacates or reduces his/her present code, he/she will be removed from the Program for the balance of the six (6) month period.
- d) Compensatory time shall accrue as earned and shall not be scheduled on any day considered as a County holiday. Workers may use the reduced hours time in advance of accrual and will reimburse the County for hours taken in advance of accrual upon early termination from the Program.
- e) Participation in this Program shall be by mutual agreement between the worker and the department/agency head. At no time will approval be given if it results in overtime. Restrictions by Department/Agencies within work units shall be uniformly applied.
- f) It is understood by the County that due to this Program there may be lower levels of service.
- g) All workers will be notified in writing regarding the Program specifics and the sign-up options. Such written notice to be mutually agreed upon by the parties.
- h) Full and timely disclosure of actual sign-ups and any analysis developed will be made available to both the County and the Union.
- i) This agreement governs as to the Voluntary Reduced Work Hours Program, but will in no way alter the meaning of the Union and County agreements currently in effect. This will include any departmental, unit, sideletter agreements, etc.

F.12- Holidays

a) Observance

Workers shall enjoy the same number of holidays, regardless of variations in workweeks. Holidays which fall on Sunday are observed on the following Monday. Holidays which fall on Saturday shall be observed on the preceding Friday. Holidays which fall during a vacation period or when a worker is absent due to illness shall not be charged against the worker's STO or sick leave balance.

b) Holiday Work

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

F.13 - Scheduled Time Off

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

a) **STO Bank Accrual**

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

SERVICE YEARS & WORK DAY EQUIVALENT	TOTAL YEARLY ACCRUAL IN WORK DAYS		HOURLY ACCRUAL FACTOR PER PP
1 st year 1st through 261 days	31	(19 + 12)	
		MAXIMUM ALLOWABLE BALANCE	
		69 work days	
2nd through 4th year 262 through 1044 days	33 (21 + 12)		10.153
5th through 9th year 1045 through 2349 days	37 (25 + 12)		11.384
10th through 14th year 2350 through 3654 days	39 (27 + 12)		12.000
15th through 19th year 3655 through 4959 days	41 (29 + 12)		12.615
20th and thereafter 4960	43 (31 + 12)		13.230

*Base (includes one additional day) plus twelve holidays.

b) **Pre-Scheduled Usage**

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

c) **Scheduled Time Off Bank Carry Over**

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

d) **Scheduled Time Off Bank Pay-Off**

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

F.14 - Sick Leave Bank Accrual

a) **Sick Leave Bank Accrual**

Each worker shall be entitled to an annual sick leave bank accrual. Sick leave is accrued on an hourly basis and computed at the rate of sixty-four (64) hours per year and may be accrued without limitation. The accrual factor per hour is .030651 and the accrual factor per full pay period is 2.462.

b) **First Day Usage**

For each approved absence due to personal illness, bereavement, or any other reason (applies to all leaves for which sick leave was formerly used), an amount equal to one (1) full shift (eight hours, ten hours, twelve hours, etc.) shall be charged to the STO bank or if the STO bank is exhausted to Leave Without Pay. Absences due to verified personal illness beyond the amount equal to one (1) full shift shall be charged to the Sick Leave Bank. Such sick leave bank usage must be approved by management.

c) **Family Care Usage**

A worker will be entitled to use one half (1/2) of their annual accrued leave in order to care for a sick or injured member of the worker's immediate family requiring care, however, the initial period of time granted, up to one full shift, must be charged to the STO bank. The second, third, and fourth day shall be charged to sick leave if necessary. "Immediate family" shall mean the mother, father, stepparent, grandmother, grandfather of the worker or of the spouse of the worker and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the worker or any person living in the immediate household of the worker.

d) **Doctor's Notes**

Request for sick leave with pay in excess of three (3) working days must be supported by a statement from an accredited physician. Management may require such a supporting statement for absences less than three (3) days.

e) **Bereavement Leave**

Leaves of absence with pay shall be granted workers in order that they may discharge the customary obligations arising from the death of a member of

their immediate family. "Immediate family" shall mean the mother, father, stepparent, grandmother, grandfather, son or daughter, grandchild, brother-in-law, sister-in-law of the worker or of the spouse or domestic partner (as defined by Article 13) of the worker and the spouse, *domestic partner (as defined by Article 13) son-in-law, daughter-in-law, brother or sister of the worker or any person living in the immediate household of the worker. Up to five (5) days with pay shall be granted, with three (3) days chargeable to sick leave as the third through the fifth day, if necessary. The third day or up to one (1) full shift, must be charged to STO.

Medical and Dental Appointments

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

Sick Leave Bank Pay Off

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

Days of Service	% Paid at
0 through 2610	0%
2611 ' 2871	20%
2872 ' 3132	22%
3133 ' 3393	24%
3394 ' 3654	26%
3655 ' 3915	28%
3916 ' 4176	30%
4177 ' 4437	32%
4438 ' 4698	34%
4699 ' 4959	36%
4960 ' 5220	38%
5221 ' 5481	40%
5482 ' 5742	42%
5743 ' 6003	44%
6004 ' 6264	46%
6265 ' 6525	48%
6526 ' accumulation	50%

Reinstatement Pay Back

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

i) **STO Cash Out**

1. Workers who use no sick leave for a period of one year beginning pay period-06/01, December 19, 2005, shall be allowed to cash out up to forty hours of STO with an option to cash out an additional thirty-two (32) hours of STO for trading in thirty-two (32) hours of STO and eight (8) hours of sick leave. Eligible workers shall submit their request to Labor Relations during the month of January.
2. Workers who use no sick leave for a period of one year beginning pay period, 07/01, December 18, 2006 shall be allowed to cash out up to forty hours of STO with an option to cash out an additional thirty-two (32) hours of STO for trading in thirty-two (32) hours of STO and eight (8) hours of sick leave. Eligible workers shall submit their request to Labor Relations during the month of January.
3. Workers who use no sick leave for a period of one year beginning pay period, 08/01, December 17, 2007 shall be allowed to cash out up to forty hours of STO with an option to cash out an additional thirty-two (32) hours of STO for trading in thirty-two (32) hours of STO and eight (8) hours of sick leave. Eligible workers shall submit their request to Labor Relations during the month of January.

F.15 - Educational Leave and Tuition Reimbursement

a) **Fund**

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

b) **Reimbursement**

Total reimbursement for each worker participating in the program will not exceed eight hundred and fifty dollars (\$850.00) per fiscal year 2006 and 2007 and nine hundred dollars (\$900.00) in fiscal year 2008. Mileage and subsistence will not be authorized unless the training is required of the worker. Within the limits, workers shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made.

F.16 - Professional Development Allowance

a) The County will fund, on a matching basis, up to seven thousand dollars (\$7000.00) annually for the term of this Agreement for individual professional development. This amount is over and above the tuition reimbursement program.

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

- c) Matching for expenses to be on a fifty-fifty (50/50) basis for individual programs. Total reimbursement for each employee participating in the program will not exceed four hundred dollars (\$400.00) per fiscal year.
- d) Release time may be provided for such programs if approved by the department.
- e) Programs selected by individuals are to have dollar and time limits per worker which must be approved by the division and agency head.
- f) The general criteria for approval of individual programs will be established by the department. The department will be responsible for administering the program, including the selection of programs and approval of programs selected by individuals.

F.17 - State Mandated Registration

The County agrees to reimburse one hundred seventy-five dollars (\$175) per worker towards State Mandated Registration renewal.

DATED: 1/22


SANTA CLARA COUNTY
NEGOTIATING COMMITTEE

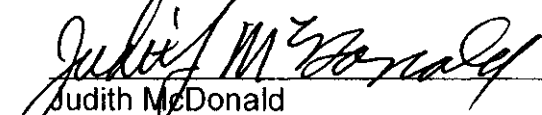

Deborah Edginton

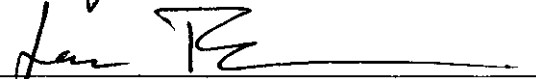

Jim Blamey

ENVIRONMENTAL HEALTH UNIT
SEIU LOCAL 715


Isabel Olazcoaga


Lisa Flores


Judith McDonald


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APPENDIX G - EMPLOYEE ASSISTANCE PROGRAM

This Agreement represents the results of meeting and conferring in good faith between the County of Santa Clara and Locals 715 and 535, SEIU, pursuant to Article 12, Section 12.9 and Article 13, Section 4 of the current Memoranda of Agreement between the County and Locals 715 and 535, 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 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 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 problem. Supervisors' responsibilities are limited to 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 problem, even in the early stages, are encouraged to seek confidential assistance by contacting the designated program personnel 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 by helping them to arrest its further advance before the condition renders 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.

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) 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.

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.

APPENDIX H - CONTRACTING OUT PART I -

COUNTY-WIDE CONTRACTING OUT

- a) County shall give prior written notice of all proposed contracts/calls for bid 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 \$35,000 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; 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) In determining whether labor estimates equal \$35,000, all individual contractors hired for a project or assignment will be considered together.
- c) Notice from County is to be given in writing to Union(s) by personal delivery or certified mail. Union(s) shall respond within five (5) 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.
- 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 proceed.
- 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 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. This opportunity shall be afforded no later than the issuance of the call for bid or request for proposal.

APPENDIX H- 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.

APPENDIX I - EXTRA HELP WORKERS

Extra Help

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:

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.

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.
- b) No more than one (1) extension of 520 hours may be granted in any fiscal year.
- c) In classifications where the parties have agreed to institute new intermittent classifications, extra help worker use in the corresponding classification is limited to 780 hours for such worker in any fiscal year with no extensions allowed.

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.

APPENDIX I - EXTRA HELP AND INTERMITTENT WORKERS

- 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 7.2, 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 15, Article 17, Article 18, Articles 20, 21, 22, and 23 of the Agreement between the County and Local 715. 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 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.

6. **Reports**

The County shall, each month, furnish the Union with a list of all extra-help worker names, classification, department, and hours worked.

7. **Extra-Help Meetings**

The County and the Union will meet periodically during the term of the agreement for the purpose of review and discussion of extra-help usage.

8. **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 supercede the extra help/intermittent transition program. The following provisions apply:

APPENDIX I - EXTRA HELP AND INTERMITTENT WORKERS

- a) As of 7/1/06, an extra help worker (including existing Intermittent Workers) must have an average of 60 hours each pay period for the last two (2) fiscal years (7/1/04 - 6/30/06).
- b) Transition is to either the last classification for extra help work or if more than one classification held then to the highest classification held in these last two (2) fiscal years.
- c) Transition either to the last classification for extra help work, or, if more than one extra help classification held, then to the highest classification held in the last two fiscal years.
- d) The order of offer for transitioning into coded positions will be in order of higher number of extra help hours in the last two (2) fiscal years;
- e) Worked a total of 6,240 hours over the last 5 years; or
- f) Worked an average 50 hours per pay period for those extra help workers with more than 5 years of extra help status;
- g) Meet minimum qualifications for the job class, and pass any skill test and qualifying examination required of the classification;
- h) Serve an original probationary period; and

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

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

- a) During the first year (26 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 50% subsidy of "worker only" premium by the County,
- b) During the second year (52 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 75% subsidy of "worker only" premium by the county,

APPENDIX I - EXTRA HELP AND INTERMITTENT WORKERS

- c) During the third year (78 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 100% "worker only" premium contribution by the County or 50% subsidy of family coverage.
- d) During the fourth year (104 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 75% subsidy of family coverage.
- e) During the fifth year (130 pay periods) of eligibility of enrollment in the Valley Health Plan, the Worker is eligible for 100% family coverage premium payment by the County.
- f) Eligible workers shall be allowed to purchase dependent coverage through payroll deduction.
- g) County paid medical coverage shall be suspended after two (2) pay periods of no paid time.

B. Elimination of the Intermittent Worker Program

The County and the Union have agreed to eliminate the Intermittent Worker Program effective June 20, 2006. All existing Intermittent Workers will become Extra Help workers. All Intermittent Workers that have 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.

10. Extra help workers are eligible for salary step increases effective June 19, 2006

- a) If at step 1 on June 19, 2006 remain at step 1 until 1040 hours are reached by extra help workers after June 19, 2006. Subsequent step increases, step 2 through 5, will occur after each 2080 hours.
- b) If at step 2 or higher on June 19, 2006, remain at that step with movement to subsequent steps, through step 5, to occur after each 2080 hours.
- c) Any extra help worker hired after June 19, 2006 shall be hired at step 1 except that extra help may be appointed at any step in the appropriate salary range depending on the difficulty of recruitment, unusual qualifications or upon prevailing rates being paid upon the recommendation of the Director of Personnel and approval of the County Executive.

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:

APPENDIX I - EXTRA HELP AND INTERMITTENT WORKERS

1. Extra Help Usage Cap

Extra help use shall be capped at 950,000 hours per fiscal year. 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. Streamlining of the Hiring Processes:

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

- a) Identify and increase the number of classes for continuous recruitment;
- b) Screen all applications within five (5) working days of recruitment closing;
- c) Score all exams within five (5) working days of testing;
- d) Provide all certification lists to department/agency within three (3) days of a request;
- e) Use the Internet for recruitment;
- f) Start recruitment process before some jobs become vacant;
- g) Train managers and supervisors on the effective use of eligible lists, filling temporary vacancies and using the recruitment process; and alternatives to extra help usage including Provisional and Substitute Provisional appointments.

3. 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 to be used to cover the absences of classified or unclassified workers of 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 3 5
Janitor	1 4 4
Medical Admitting Clerk	
Medical Assistant Nursing	
Attendant Office Specialist I	

APPENDIX I - EXTRA HELP AND INTERMITTENT WORKERS

Unit Support Assistant 2

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.

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.

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.

APPENDIX I - EXTRA HELP AND INTERMITTENT WORKERS

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

5. Reports:

a) Extra help hours report:

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

b) Quarterly reports to Board of Supervisors:

If the Board of Supervisors is provided with a quarterly report on extra help workers represented by Local 715, the report will include the total number of hours by department/agency. Local 715 will be provided with a copy of the report.

b) Creation of tests:

The Union will provide the County with a list of particular tests where members report problems with the description of problems and suggestions for revisions. The County agrees to study and respond to the Union's report.

6. 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.

7. 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.

APPENDIX J - GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

Established by the County-Wide Joint Labor-Management Safety Committee

The following Guidelines have been mutually agreed upon in accordance with the Agreements between Santa Clara County and Locals 1587, 535, and 715. 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.

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. 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.

APPENDIX J - GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

6. **Departmental Safety Officer Responsibilities**

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.
- 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) Management shall make available to workers in all work locations the standard County Hazard Report forms which may be filed by any worker with the responsible member of supervision. The worker should retain a copy.
- b) Supervisor shall transfer information from Hazard Report forms to Hazard Action forms and process as follows:
 1. When corrective action is necessary, responsible supervisor shall state on Hazard Action forms the nature of the corrective action taken or to be taken by the responsible supervisor, specifying

APPENDIX J - GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

dates, in order to eliminate unsafe or unhealthy condition which may exist.

2. 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 and the worker concerned.
 3. 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.
 4. Within ten (10) 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.
 5. 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.
 6. If the Departmental Safety Committee cannot adjudicate 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.

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

APPENDIX J - GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

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 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.

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

APPENDIX J - GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

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 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.

APPENDIX J - GUIDELINES FOR DEPARTMENTAL SAFETY COMMITTEES

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.

APPENDIX K - STATE DISABILITY INSURANCE (SDI)

The Union and the County agree as follows regarding coverage of the bargaining units listed below by the State Disability Insurance plan (SDI):

Clerical Unit
Administrative Professional and Technical Unit
Blue Collar Unit
Public Health Nursing Unit
Environmental Health Unit

1. The County will register all bargaining units listed herein with the director of Employment Development Department for the purposes of SDI coverage for represented workers.
2. The Controller's Office shall withhold wage earner contributions each pay period at the rate set pursuant to the Unemployment Insurance Code and forward the funds to the State Disability Fund.
3. Within one week of being disabled from work, the worker or his/her representative must contact the office designated by the County to provide information on the following:
 - a) The date the disability/illness commenced;
 - b) the estimated duration of the disability;
 - c) a phone number where the worker can be reached;
 - d) the election of sick leave/vacation usage during the first week of disability;
 - e) whether or not the employee is planning to file for SDI;
 - f) the election to integrate sick leave and vacation pay with SDI benefits.
4. A worker who is determined to be eligible to receive SDI benefits and who has made timely election to integrate shall be paid a biweekly amount (accumulated sick leave/vacation) which, when added to SDI benefits, shall approximately equal his/her normal biweekly net pay after taxes (overtime is excluded). Such warrants will be issued on normal County paydays.

If notification is not received, no integration of sick leave or vacation will be effected. However, one time only, the workers may elect integration and it shall be implemented at the start of the next pay period. In such case, integration payments shall be made prospective only.

The employee will have the responsibility to notify the office designated by the County of any change in status (either health or length of disability) that may affect his/her return to County employment.

County of Santa Clara Website:

<http://www.sccgov.org/>

SEIU Local 715 Website:

<http://www.seiu715.org/>