

AGREEMENT

Between

COUNTY OF SANTA CLARA

And

LOCAL 521

(SANTA CLARA COUNTY CHAPTER)

affiliated with

SERVICE EMPLOYEES INTERNATIONAL UNION

July 25, 2011 – June 23, 2013

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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 521 (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 521 (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
- Probation Counselor Safety

In addition, the County recognizes SEIU Local 521 (Santa Clara County Chapter) as exclusive bargaining representative for all classified and unclassified workers in coded classifications in the Environmental Health Unit and the Social Services 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; Probation Counselor Safety; 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 residents 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 religious/sect objector 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 religious/sect objector fee equal to the agency fee to one of the funds that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code listed in subsection b.

b) Religious/Sect Objector

A worker who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support SEIU 521 as a condition of employment. Such worker is required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to one of the nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the worker from the list below. Should one or more of the listed charitable funds no longer be eligible under Section 501(c) (3), the Union and the County shall promptly meet and agree upon a replacement.

- Gardner Family Care
- Momentum for Mental Health
- Community Solutions

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 religious/sect objector fee deduction for such worker 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.

b) Distribution

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

c) 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.

d) 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.

e) 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.

f) 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.

g) **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 521 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 521 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. Additional 30 Stewards shall be allocated to the Social Services Unit.

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 and (2) two for Probation Counselor Safety Unit and six (6) for Social Services Unit. In addition to these allowances the Local 521 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. For the Probation Counselor Safety Unit there shall be two (2) committee members. The County agrees to release two (2) persons upon such request where required.

6. For the Social Services Unit there shall be six (6) committee members. The County agrees to release three (3) eligibility workers and (3) social workers upon such request where required.

7. The Chapter Chair.

b) **Compensatory Time**

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

c) **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.

d) **New Units**

Should any new units be established for representation by Local 521, 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, 5.7, 6.9 of this agreement and the side letter agreement regarding Psychiatric Social Workers and Marriage Family Therapist, 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 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 Transfers

a. 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.

b. Administrative Transfer Related to the Deletion of Filled Positions That Do Not Result in Layoffs

Upon request by Union, where there are adequate vacancies to absorb the deletion of filled positions within a classification, the County will notify workers in the unit affected by the deletion and allow for volunteers to transfer by seniority into such vacancies. If there are volunteers, the County will select volunteers to transfer in order of most seniority. If there are no volunteers, the least senior person(s) in the unit(s) will be transferred outside of the unit(s) and into positions so designated by the County.

The County reserves the right to retain bilingual personnel and the County will provide justification to demonstrate the operational need for the bilingual services.

Upon request, the County will meet and confer with SEIU on the definition of a unit. Should the County and SEIU fail to reach agreement, the County reserves the right to take necessary action by Management direction.

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. Only those workers who have achieved permanent status within any classification in the County are eligible 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 12% (twelve percent).
3. Normal transfer (ordinance code) rules apply. Workers placed into new classifications shall be placed on probationary status. 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 workers with underlying permanent status and permanent workers reassigned or laid off in accordance with Sections 5.5, 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.

Upon request by either party and with mutual agreement, vacancies may be filled by internal departmental bidding to allow workers to select a certain position within their classification (including shift), and the remaining vacancy will be filled by the re-employment list.

- 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 any of the following: 1) bilingual, 2) steno skill, 3) Rehabilitation Counselors who possess certification in one or more of the core areas of Health Realization or 4) particular abilities, knowledge or traits that were required, and for which a selective certification or recruitment process was utilized, when the position was last filled.

The County will provide available records to the union, of the particular abilities, knowledge, or traits that were used in the selective certification or recruitment process at the time the position was last filled. The County will provide justification to demonstrate the operational need for those particular abilities, knowledge or traits to be used in the selective re-employment process.

- c) Seniority Accrued for Ranking on Re-employment List: If a less senior worker is recalled due to a selective certification in accordance with Section 5.10 b) and if in that process a worker with more seniority is bypassed, then the more senior worker who remains on the re-employment list shall continue to accrue seniority for the purposes of rank on the re-employment list when subsequent layoff cause the merging of re-employment lists. Workers bypassed shall remain on the re-employment list and continue to accrue seniority until re-employed in the same

classification provided the worker has not declined 2 offers of re-employment in accordance with Section 5.12.

- d) While active on a re-employment list, workers are eligible to transfer to positions from the classification the worker was laid off from and that such positions are within the transfer band.

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) Prior to June 30, 2011, 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 re-employment 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.
- c) Workers on re-employment lists scheduled to expire on or after June 30, 2011 shall have their reemployment rights extended for an additional year for a total of 3 years. Refusal to accept one of two offers of reemployment within the same classification shall cause the name of the person to be dropped from that reemployment list. It is understood that the County will not withdraw offers made to workers on positions the County assumed were available due to the lists expiring on or about June 30, 2011.

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. Appointments from promotional eligible lists shall be for a probationary period of 6 months (as outlined in County ordinance, Section A25-191), unless otherwise noted in the appendices. 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 6.7, 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 6.10. Such worker shall receive a ten (10) working day notice of release.

Section 6.2 – Administrative Investigation

a) Employee’s Rights During Administrative Investigation:

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

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

Regarding any investigatory meeting with a worker that may lead to discipline of that worker, the County shall permit a steward, worksite organizer, or representative to be present to assist the worker during such meeting.

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

b) Employee Rights During Internal Affairs Investigations:

1. Internal Affairs (IA) will include in its administrative admonishment to a non-peace officer employee who is the subject of the investigation the following, if applicable:
 - The interview will be recorded and the employee will have the right to bring his/her own recording device.
 - The employee will have access to the audio recording of his/her interview if any disciplinary action is contemplated or prior to any further questioning at a subsequent time.

2. When IA is directing the witness not to discuss the investigation directly or indirectly with any other person, the administrative admonishment will include the following:
 - After the witness has been interviewed and IA has concluded its interview of the witness, the witness may speak to the representative of the employee who is the subject of the investigation.

Section 6.3 – Philosophy on Discipline

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

Coaching, mentoring, verbal counseling or written counseling will identify the expectations of worker, or identify the issue to be corrected, and give guidance on how to correct the issue and provide for a reasonable period for the worker to make the correction.

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

Section 6.4 - 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.

No written counseling and or documentation of verbal counseling shall be used for discipline provided no related personnel action was taken within 2 years of date of issuance.

Personnel action constitutes any action taken under any one of the following sections 6.1, 6.4, 6.5, 6.6, 6.7.

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 6.5 - 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 6.6 - 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 6.7 - 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 19 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 6.8 - 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 6.9 - 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 6.10 – 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 6.11 - 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. With the exception of clerical leads, leads may provide input to supervisors on performance appraisals. Leads will not write or issue performance appraisals on other workers.

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 6.12 - Personnel Files

The County shall maintain a personnel file for each worker. The department may also maintain a personnel file for each worker. Workers shall have the right to review both of their personnel files or authorize review by their representative. No material will be inserted into the worker's personnel files without prior notice to the worker. Workers may cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of correspondence originating from other sources directly related to their job performance.

Notices of Recommended Disciplinary Actions including any attachments or disciplinary actions overturned on appeal, shall not be retained in a worker's personnel file.

An unfavorable report shall be removed from the worker's personnel file at the end of two (2) years except unfavorable reports involving charges as listed in A25-301(a)(4) Brutality in the performance of duties and (b)(2) Guilty of immoral conduct or a criminal act and provided no additional report has been issued during the intervening period.

Materials relating to suspensions which become final will be removed after five (5) years if no other suspensions have occurred during the five (5) year period except those involving charges as listed in A25-301(a)(4) Brutality in the performance of duties and (b)(2) Guilty of immoral conduct or a criminal act.

Unfavorable reports or materials relating to suspensions may be removed from the worker's personnel file earlier than the regular removal schedule through a mutually agreed settlement.

Section 6.13 – Lateral Transfers

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.

Applicable to SSU only: A lateral transfer will first be made available to permanent status workers in the same class, in the same bureau, already performing the programs in question. Should there be any volunteers that meet these qualifications, management must choose from this pool of volunteers to fill the positions.

Section 6.14 – Administrative Transfers

Administrative transfers are based on the needs identified by the Department/Agency. Absent a departmental agreement, seniority (based on days of accrued service) shall be used when it is necessary to transfer a worker within the Department/Agency and between two geographical locations. For the purpose of this section, geographical locations is defined as two different street addresses. The transfer will be conducted as follows:

1. Volunteers who hold a position in the same classification. If there is more than one volunteer, they shall be selected in the order of most seniority (based on days of accrued service absent a departmental agreement).
2. If there are no volunteers, the least senior worker will be assigned. (Based on days of accrued service absent a departmental agreement).

Note: The County will notify the Union in a timely fashion of any planned Administrative Transfers. Upon Union request, the County will meet to determine the group of workers to be designated for the seniority purposes of this section.

3. Transfers necessary to comply with provisions of the Americans with Disabilities Act shall not be governed by this section.
4. Transfers necessary to comply with any other requirements of law as in transfers necessitated by civil rights complaints shall not be governed by this section. However should an investigation of a complaint to EOD or complaints of other civil rights violations not be sustained, a transferred worker will have the right to return to his/her former position and location.

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 ½ code status.

Section 7.2 - Basic Pay Plan

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

For workers hired prior to August 8, 2011, the following salary steps shall apply:

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.
- g) Sub- steps 98 and 99 shall not apply to workers hired prior to August 8, 2011 when applying the provisions of Section 7.3 – Effect of Promotion, Demotion or Transfer on Salaries.

For workers hired on or after August 8, 2011, the following salary steps shall apply:

- a) Effective July 25, 2011, two lower sub-steps below step one shall be established for all classifications at 5% difference between each step. The first sub-step shall be the hiring rate for all new workers hired on or after August 8, 2011.
- b) **Sub-Step 98**
Step 98 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 step 99, one, two, three, four or five. 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 Step 98.
- c) **Sub-Step 99**
Step 99 shall be paid after the accumulation of twelve (12) months of competent service at step 98.

- a) **Step One**
Step one shall be paid after the accumulation of twelve (12) months of competent service at step 99.
- b) **Step Two**
Step two shall be paid after the accumulation of six (6) months of competent service at step one.
- c) **Step Three**
Step three shall be paid after the accumulation of twelve (12) months of competent service at step two.
- d) **Step Four**
Step four shall be paid after the accumulation of twelve (12) months of competent service at step three.
- e) **Step Five**
Step five shall be paid after the accumulation of twelve (12) months of competent service at step four.
- 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 County shall provide an additional eleven (11) full-time codes to be filled on a half-time basis at any one time for Social Services Unit. The location and choice of these codes will be determined on a departmental basis. Requests for split codes shall not unreasonably be denied. Reasonable denial shall include, but not be limited to, demonstration that the work is not divisible, demonstration that qualified partners, if needed, are not available, or that the two hundred (200) available codes are filled. Workers shall make a written request for a split code to their immediate supervisor. If the request is denied, it shall be reviewed by their department head and they shall receive a written response. If the worker is not satisfied with the decision of the department head, the worker, through the Union, may proceed in the manner listed in Article 8.3 of this Agreement.

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

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

e) **Filling Part-Time Codes**

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

offered the full-time position, the worker must advise the appointing authority in writing annually.

f) **Extra Hours of Work**

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

The extra hours will be subject to the following:

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

Note: When the manager is authorizing extra hours that would result in overtime pay and those overtime hours do not affect continuity of services as outlined in #4, then coded workers shall have preference over extra-help workers. Hours shall be distributed in accordance with 8.2 f).

Section 7.5 - Work Out of Classification

a) **Pay**

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

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

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

1. Holidays when the worker is assigned work out of classification the day prior to and following the holiday.
2. Sick leave absences when the worker is assigned work out of classification and while absent is not relieved by the incumbent or by another worker assigned work out of classification in the same position.

c) **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.

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

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

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

When overtime work is assigned and is authorized by an appointing authority to be worked, compensation for such time worked shall be time off with pay computed at the rate of one and one-half (1-1/2) hours off for every hour of overtime worked, except that such overtime work shall be paid in cash at the rate of one and one-half (1-1/2) times the hourly rate of pay when specifically authorized by administrative order of the County Executive. All compensatory time off must be taken within twelve (12) months of the date the overtime was worked, and failure to take the compensatory time off shall be deemed a waiver of the compensatory time by the worker. In the event the appointing authority does not provide compensatory time off during the mandatory time period, the worker may take compensatory time off as a matter of right immediately before the end of the pay period in which the compensatory time 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 - Work Schedules

a) **Hours of Operation**

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

b) **Alternate Hours Schedules**

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

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

1. **Negotiations**

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

2. **Impasse**

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

3. **Board of Supervisors**

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

Section 8.4 - Meal Periods

a) **Length**

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

b) **Overtime Meals**

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 cents (\$3.20) and effective June 16, 2008, the night shift differential shall be increased to three dollars and thirty cents (\$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.
- m) It is agreed that the workload standards referred to in the Social Services Unit will be reduced for each worker, proportionate to each worker's reduction in hours. (This section is only applicable to SSU.)

Section 8.14 – Request for Alternate Hours Schedule

During the month of November, the Union may request an informal meeting with the Office of Labor Relations regarding requests for varying work hour schedules such as 4-10 or 9-80 which would be beneficial to the community or the program, as well as to the worker, and would be cost effective for the County. At such meeting, the parties shall exchange information and shift schedules. To the extent possible, they will jointly analyze the feasibility of the request. A response shall be given by the Office of Labor Relations as to the decision on whether to propose such a schedule within sixty (60) days of the Union's proposal on the schedule. If the Office of Labor Relations and Agencies/Departments propose to change hours practices pursuant to such guidelines, they shall proceed to meet and confer in accordance with Section 8.3 b) of this Article.

Section 8.15 - Departmental Agreements

All agreements between departments and the Union covering hours, job assignments, shifts, shift assignments, overtime, seniority, and holiday and vacation scheduling currently in effect or entered into during this Agreement shall remain in effect pursuant to their terms. Work assignments by seniority and provisional appointments by seniority are proper subjects for inclusion in a Departmental Agreement. New or existing agreements may be opened or reopened by mutual agreement of any year. New or existing agreements may be opened during November 2011. During November 2012, only existing agreements may be reopened.

Matters subject to departmental negotiations under this Agreement shall proceed as follows:

- a) **Negotiations**
 - 1. New agreements may be negotiated by mutual agreement with three (3) months to negotiate in an attempt to reach agreement, or then impasse may be declared by either party.

2. During November the Union or the Department/Agency may request to meet and confer as specifically listed in this Section. The other party shall respond promptly, and they shall promptly commence meeting and conferring in an attempt to reach agreement. Thereafter, either party may declare impasse in such negotiations.

b) **Impasse**

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

c) **Board of Supervisors**

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

Section 8.16 - Hazard Duty Pay

a) **Coverage**

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 annually in the month of March. Departments may provide the uniform allowance through voucher process. The uniform allowance will be prorated for new hires and for any worker on an unpaid leave of absence of one or more full pay periods. Uniforms allowance shall be payable to the following classes:

V57 Animal Control Officer
G74 Custody Support Assistant
D43 Law Enforcement Clerk (Sheriff's Office Records only)
D63 Law Enforcement Records Specialist (Sheriff's Office Records only)
D42 Law Enforcement Records Technician –
(Sheriff's Office Records only)
M38 Parking Lot Checker
M35 Parking Patrol Coordinator
F02 Property/Evidence Technician
U98 Protective Services Officer
G73 Sheriff Technician (Sheriff's Office civil and court division)
X81 Weed Abatement Inspector

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. 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 16, 2008, 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 fifty-five dollars (\$155.00).

b) Eligible Classifications

Airport Operations Worker Series
Animal Control Officer
Associate Telecommunications Technician
Auto Attendant & Helpers
Auto Mechanics
Automotive Parts Supervisor
Bindery Worker I (Delivery position only)
Chief of Party
Communications Installer
Communication Systems Technician
Construction Inspector Series
Cook Series (Correction only)
Custody Support Assistant
Election Materials Processing Coordinator/Asst
Election Systems Technician I/II

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
Janitors assigned to Facilities and Fleet
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
Park Services Attendant
Parking Lot Checker
Parking Patrol Coordinator
Probation Counselors I/II
Procurement Coordinator
Property/Evidence Technician
Protective Services Officer
Retort Operator (VMC Janitor)
Road Maintenance Worker Series
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
Telecommunications Technician
Traffic Painter Series
Traffic Signal Technician Series
Utility Worker
Vector Control Technician I/II/III
Vector Control Ecology Ed Specialist
Warehouse Material Handler Series

Weed Abatement Inspector

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

All workers in the classifications listed in 9.3(b) shall be required to wear appropriate safety footwear, as authorized and approved by the County Executive, during all working hours unless the worker is occupying a position exempted from the mandatory requirement.

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

d) **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.

e) **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.

Individual Workers

- f) If any worker believes s/he needs safety shoes to perform his/her assignment, s/he may request a job hazard assessment of his/her assignment to County OSEC. An assessment shall be conducted by County OSEC or the Safety Coordinator or department designated representative (who is trained to conduct assessments) within 60-90 calendar days to determine whether the position requires safety shoes. A final determination and shoe reimbursement shall be in accordance with Section 9.3 (d) and within 120 days.

ARTICLE 10 - HOLIDAYS

Section 10.1 – Legal Holidays

<p>During Fiscal Year 2012, the following eight (8) days shall be observed as legal holidays:</p> <ul style="list-style-type: none"> a) Third Monday in January (Martin Luther King, Jr. Birthday) b) March 31st (Cesar Chavez' Birthday) c) Last Monday in May d) July 4th e) First Monday in September f) Veteran's Day to be observed on the date State of California workers observe the holiday g) Fourth Thursday in November (Thanksgiving Day) h) December 25th i) Other such holidays as may be designated by the Board of Supervisors 	<p>During Fiscal Year 2013, the following ten (10) days shall be observed as legal holidays:</p> <ul style="list-style-type: none"> a) January 1st b) Third Monday in January (Martin Luther King, Jr. Birthday) c) March 31st (Cesar Chavez' Birthday) d) Last Monday in May e) July 4th f) First Monday in September g) Veteran's Day to be observed on the date State of California workers observe the holiday h) Fourth Thursday in November (Thanksgiving Day) i) The Friday following Thanksgiving Day (Day after Thanksgiving) j) December 25th k) Other such holidays as may be designated by the Board of Supervisors
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All previous informal time off practices are eliminated and unauthorized.

Section 10.2 – Legal Holiday Observance

Workers shall enjoy the same number of legal holidays, regardless of variations in workweeks. Legal holidays which fall on Sunday are observed on the following Monday. Legal holidays which fall on Saturdays shall be observed on the preceding Friday. Legal 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 legal holidays fall on a worker's scheduled day off, the day shall be added to the worker's vacation balance.

Section 10.3 – Legal Holiday Work

If work on a legal holiday 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 legal holiday pay to which the worker may be entitled. Legal holiday work if authorized shall be offered first to regular workers within the work unit. No worker may elect to work a legal 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 legal holiday pay in accordance with Section 10.3 for the time worked on Christmas Day or New Year's Day. For these workers, no legal 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.

During Fiscal Year 2012 only, actual calendar day vs. day of observance does not apply to New Year's Day – January 1.

Section 10.5 – Holidays Converted to Vacation Accrual

During Fiscal Year 2012, in addition to the legal holidays described in Section 10.1, each full time worker employed on July 25, 2011 shall accrue, based on actual hours worked, 32 additional hours of vacation hours (the equivalent of four (4) days of holiday). The additional 32 vacation hours are in lieu of the reduced holidays and shall only accrue through June 24, 2012. This accrual shall be pro-rated proportionately for part time workers and for full time workers who work less than a full year based on actual hours worked.

During Fiscal Year 2013, in addition to the legal holidays described in Section 10.1 each full time worker employed on June 25, 2012 shall accrue, based on actual hours worked, 16 additional hours of vacation (the equivalent of two (2) days holiday). The additional vacation hours are in lieu of the reduced holidays and shall only accrue through June 23, 2013. This accrual shall be pro-rated proportionately for part time workers and for full time workers who work less than a full year based on actual hours worked.

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.
3. For the duration of this contract, the vacation carry-over limit of the three years vacation earnings shall be temporarily increased by 48 hours. The temporary increase to the limit of 48 hours shall expire on June 23, 2013 and revert to the vacation limit in section 11.1 (c).

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 July 25, 2011 shall be credited with four (4) days personal leave which must be used on or before June 24, 2012 and an additional four (4) days personal leave for workers employed as of June 25, 2012, which must be used on or before June 23, 2013. Any personal leave days taken by workers between July 1, 2011 and July 24, 2011 shall be deducted from the four (4) days credited for the period of July 25, 2011 through June 24, 2012. 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. All personal business/belief days not scheduled by April 1st of each year may be scheduled by the appointing authority, provided the appointing authority has not unreasonably denied a prior request. If a worker is unable to schedule or use the personal business/belief days credited in the first year of this agreement by June 24, 2012, the worker may, on a one time basis only and with notice to the appointing authority by April 1, 2012, delay using any remaining personal business/belief days to the second year of the agreement, but no later than June 23, 2013. This benefit shall be prorated for part-time workers and for workers hired subsequent to June 25, 2011 and June 24, 2012 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.

d) **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.

e) **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.

f) **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.

g) **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.

h) **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 - Use of Paid Administrative Leave during an Administrative Investigation

Investigations that may lead to discipline shall be conducted in an efficient, timely fashion so as to not create undue hardship on workers or County. When such an

investigation involves placing a worker on Administrative Leave, the County shall provide an update on the status of the investigation to the Union no less than one (1) time per month while the worker remains on leave.

Section 12.5 - 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 12.6 - 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 12.7 – 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 12.8 – 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 12.9 - 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 seventy-five thousand dollars (\$475,000) for all Local 521 units in fiscal year 11-12, and four hundred seventy-five thousand dollars (\$475,000) for all Local 521 units in fiscal year 12-13. One-half (1/2) of each year's fund will be available on the following dates:

Fiscal Year 11-12

1st half - July 1, 2011

2nd half - January 1, 2012

Fiscal Year 12-13

1st half - July 1, 2012

2nd half - January 1, 2013

Funds not used for any period shall be carried over for use in the next period. No amount may be approved or expended beyond funds available for the term of the Agreement.

b) **CountyWise Classes**

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

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

c) **Eligibility**

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

1. The worker is not receiving reimbursement from any other government agency or private source. (This applies to workers applying for tuition reimbursement only.)

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.)

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

e) **Reimbursement**

Total reimbursement for each worker participating in the program will not exceed nine hundred dollars (\$900) in each fiscal year. 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.

f) **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 12.10 – 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 12.11 – 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 12.12 - 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 I, Chapter 5, Section 2202(A)
Diagnostic Imaging Technician I and II	License	California Health and Safety Code, Radiologic Technology Act, Section 25679, Chapter 7.4, Division 20
Diagnostic Imaging Technician I, 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 California Administrative Code, Title 16, Section 1414
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 I 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 Code, California Pharmacy Laws, Article 4.5, Section 1732.2

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	License and Continuing Education	Business and Professions Code, Chapter 6 and California Administrative Code, Title 16, Section 1414
Public Health Nurse Practitioner	License and Continuing Education	Business and Professions Code, Chapter 6 and California Administrative Code, Title 16, Section 1414
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
Registered Dental Assistant	License and Continuing Education	Business and Professions Code, Division 2, Chapter 4, Section 1752
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 (2684, 2687 and 2688)
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 I and II	License and Continuing Education (Continuing Education effective January 1, 2000)	Business and Professions Code, Article 6, Section 2535
Therapist CCS I and II (When hired as an Occupational Therapist)	License	Business and Professions Code, Section 2570.3
Vector Control Ecology Ed Specialist	Certificate	California Health and Safety Code, Division 104, Part 1, Chapter 4, Article 4
Vector Control Technician I and II	Certificate	California Health and Safety Code, Division 104, Part 1, Chapter 4, Article 4
Vector Control Technician III	Certificate	California Health and Safety Code, Division 104, Part 1, Chapter 4, Article 4

2. Should Local 521 SEIU no longer represent any of these classifications this provision shall remain in effect for the remaining classifications. Workers shall not lose any rights to this fund because of reclassification or retitling of a classification as long as the new classification also has a State 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 521 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 two eligibility periods. The first is between July 25, 2011 and July 22, 2012. The second is between July 23,

2012 and June 23, 2013. Eligibility workers may only apply for licensure/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/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).

b) **State Mandated License and Certification Fee Reimbursement**

All eligible workers whose State mandated license/certification expires in eligibility periods stated in Section 12.12 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.

c) **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 12.12 a). Requests for reimbursement are to be submitted on a form provided by the County no later than 60 days after the end of the eligibility period. The amount will be disbursed upon presentation of receipt of proof of 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 12.9) procedures. In no event shall the reimbursement exceed the maximum allowed under the appropriate fund or the cost of the course.

d) **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.

12.13 – Education Reimbursement Committee

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

Section 12.14 - 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.

Section 12.15 - Furlough

I. Furlough Period

Between August 8, 2011 and June 24, 2012 all workers shall take 10 unpaid furlough days (80 hours). Between June 25, 2012 and June 23, 2013 all workers shall take 4 unpaid furlough days (32 hours). The number of furlough days shall be prorated for part-time workers and for workers on an unpaid leave. The number of furlough days shall be prorated by pay-period for new workers hired on or after August 8, 2011 or on/after June 25, 2012 respectively.

A worker who is on a leave of absence that requires the worker to charge a leave bank other than sick leave, or comp time, shall have the furlough bank charged first until exhausted.

II. Service Level:

It is understood by the County that there may be a lower level of service due to this Furlough Program.

III. Even Distribution of Furlough Days:

The County and the Union agree to implement a process which provides a uniform procedure and level impact to workers by having furlough days distributed evenly among each pay period so as to avoid fluctuations on each workers pay check as a

result of taking furloughs. Effective August 8, 2011 through June 24, 2012 the furlough days will be reflected in incremental deductions and will be calculated at the equivalent of 3.478 hours per pay period. From June 25, 2012 through June 23, 2013, the deduction will be calculated at the equivalent of 1.231 hours per pay period. This process of distributing furlough days evenly among pay periods will not reduce the overtime rate.

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IV. Dates for Uniform Closure

Two furlough days shall be scheduled in a manner that allows for uniform closure days for SEIU 521 represented workers (except the areas listed in Section V below) the furlough days for County workers shall occur on the following dates:

1. Friday, November 25, 2011 (Day After Thanksgiving)
2. Monday, January 2, 2012

V. Areas Excluded from Uniform Closure

The below areas are excluded from uniform closure furloughs days:

Any 24/7 agencies, departments or areas that were not closed on the Day After Thanksgiving Holiday in 2010 or Observed New Years Day 2011.

VI. Self Directed Furloughs

- a) Workers excluded from uniform closure pursuant to Section V above shall take 10 self directed furlough days.
- b) Workers subject to uniform closure days, shall take in addition to the closure days, 8 self directed furlough days (for a total of 10 furlough days).

10 Furlough Days

During FY 12, in addition to the 2 uniform closure days, workers shall take the remaining 8 self directed furlough days in the usage periods outlined below, unless the worker and supervisor mutually agree to a different schedule. Multiple furlough days may be scheduled consecutively provided the dates are requested by the deadline outlined in section VII 3.) b. and approved by the supervisor:

Usage Periods in FY 12

3 Furlough Days: September, October, November

3 Furlough Days: December, January, February

2 Furlough Days: March, April, May, June

For workers who are unable to take furlough days on the uniform closure days, the worker shall take self directed furlough days in the usage periods outlined below, unless the worker and supervisor mutually agree to a different schedule. Multiple furlough days may be scheduled consecutively provided the dates are requested by the deadline outlined in section VII 3.) b. and approved by the supervisor:

Usage Periods in FY 12

4 Furlough Days: September, October, November

3 Furlough Days: December, January, February

3 Furlough Days: March, April, May, June

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4 Furlough Days

During FY 13, workers shall take one self directed furlough day in each of the quarterly periods outlined below, unless the worker and supervisor mutually agree to a different schedule. Multiple furlough days may be scheduled consecutively provided the dates are requested by the deadline outlined in section VII 3.) c and approved by the supervisor:

Quarterly Periods in FY 13

Furlough Day: July, August, September

Furlough Day: October, November, December

Furlough Day: January, February, March

Furlough Day: April, May, June

VII. Definition of Furlough

1. "Furlough" refers to one or more hours of required leave taken on a consecutive or intermittent basis.
2. In FY 12 all full-time, regular workers will be required to take 10 days (80 hours) of furlough and FY 13 workers shall take 4 days (32 hours) of furlough. Part-time workers shall have furlough hours pro-rated. Workers on alternative work schedules will have the option of taking furlough hours, vacation, comp time off or unpaid leave to cover any scheduled hours in excess of eight (8) hours in one (1) day.
3. The following terms and conditions apply to the furlough program:
 - a. Furloughs shall be taken in a minimum of one work day increments. Lesser increments may be taken by mutual agreement with prior supervisor approval except for workers designated as FLSA exempt. This includes the ability to adjust alternative work schedules by mutual agreement to avoid the necessity for an employee to use paid or unpaid leave to cover any scheduled hours in excess of eight (8) hours in one (1) day. For example a worker on a 9/80 schedule may request to switch his/her 9 hour day and 8 hour day so that the furlough day will fall on the 8 hour work day instead of the 9 hour work day. Adjustment of alternate work schedules shall not result in overtime.
 - b. In FY 12, a worker will submit a written request to his/her manager a list of a minimum of ten (10) dates and five (5) alternate dates the worker would prefer to have off as his/her furlough days. The worker must submit his/her

request by September 15, 2011. By mutual agreement, the worker and supervisor may agree to have furlough days scheduled and taken prior to September 15th.

- c. In FY13, a worker will submit a written request to his/her manager a list of a minimum of four (4) dates and two (2) alternate dates the worker would prefer to have off as his/her furlough days. The worker must submit his/her request by July 30, 2012.
- d. The manager shall approve or assign furlough days off after giving due consideration to the worker's preference for furlough days off. If a manager and a worker are unable to arrange a mutually agreeable schedule of furlough days by September 30, 2011 for FY12 and August 15, 2012 for FY 13, the manager shall assign furlough days. If a worker does not submit a preference for furlough days off, the manager shall assign furlough days off in the usage periods outlined in Section VI above.
- e. A worker may request to change his/her scheduled furlough day, provided it is approved by the manager. Multiple furlough days may be scheduled consecutively provided the dates are requested by the deadline outlined in subsections c) and d) above; and approved by the supervisor.
- f. A supervisor may request that a worker change his/her scheduled furlough day and provided this is agreeable to the worker, such day will be rescheduled to a mutually agreeable day.
- g. Furlough time will be considered time in paid status for the following:
 - Accrual of paid leave
 - Seniority
 - Time in service for step increases
 - Completion of probation
- h. Furlough time will be addressed in accordance with CalPERS regulations for the purpose of pension.
- i. Furlough time will not count as hours worked for the purpose of calculating overtime. However, except in the event of an emergency, a worker will not be subject to mandatory, overtime/extra hours in the same workweek as the furlough day(s) are scheduled. Supervisors will avoid scheduling where possible on-call assignments on a scheduled furlough day. Where this is not possible, the furlough day shall be treated in the same manner as a regular day off for the purposes of on-call.
- j. Should an emergency arise and the County requires a worker to work on a scheduled furlough day, the worker shall have the opportunity to schedule

another furlough day and will have the highest priority in selecting a date. Should the worker not be able to schedule a furlough day within that fiscal year, the furlough day(s) must be taken in the next fiscal year no later than June 23, 2013.

- k. If a Social Worker signs up for on call in the After Hours Programs (Emergency Response in the Department of Family and Children Services, Adult Protective Services, Medical Social Workers at Valley Medical Center) on a furlough day, the day shall be considered a furlough day and no adjustment or credit will be required.
- l. If a worker is assigned on a furlough day to be on telephone on-call in accordance with section 8.2 (Call-Back Pay) of the Social Services Unit or in accordance with Appendix E-13, the day shall be considered a furlough day and no adjustment or credit will be required.
- m. If a worker is assigned on a furlough day to report to work in accordance with section 8.8 (Non-Contiguous Overtime Guarantee), it shall NOT be considered a furlough day and the worker will be provided another opportunity to schedule another furlough day.
- n. Workers scheduled to report to work (a minimum of 4 hours) in accordance with section 8.2 Call-Back Pay of the SSU Unit, it shall NOT be considered a furlough day and will be provided another opportunity to schedule another furlough day.
- o. Furlough time off will be tracked under a separate hours code and appear on the payroll advices as a bank of hours.

VIII. USAGE PRIORITIES

- a. The process for granting time off outlined Departmental Agreements shall dictate priority for competing requests for Furlough Days.
- b. Absent a Departmental Agreement, the department's practice for granting time off shall dictate priority for competing requests for Furlough Days.
- c. Absent a department practice, seniority (date of hire in the department) shall dictate priority for competing requests for Furlough Days.

The Priority Order for scheduling time off for FY 12 and FY 13:

- 1. Scheduling Furlough days in blocks of four days or more
Scheduling Furlough days in individual or consecutive days less than a week

2. Personal Leave days
3. Scheduling Vacation days

Vacation that has already been scheduled prior to this agreement shall not be affected except by mutual agreement between the worker and supervisor. Furlough days may be substituted for approved vacation days, either in part or in whole.

IX. Personal Business/Belief Day Carry Over

If a worker is not able to use all personal business/belief days due to the number of furlough days required for Fiscal Year 2012, any personal business/belief days credited to the worker on June 30, 2011 that are unused on or before June 10, 2012 must be used on or before June 23, 2013.

X. Implementation Meeting

The County and Union agree to meet within 30 calendar days of ratification of this agreement to resolve any unforeseen implementation issues.

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.

d) **Treatment Following Return from Leave**

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

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.

e) **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.

f) **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 the Kaiser Plan, Valley Health Plan and the Health Net plan shall continue under the current coverage in effect on July 1, 2011.

Effective with coverage on or about January 1, 2012, the Kaiser Plan will be changed to \$10 co-payment for office visits, \$35 co-payment for emergency room visits, \$5-\$10 co-payment for prescriptions (30-day supply) and \$10-\$20 co-payment for prescriptions (100-day supply), and \$100 co-payment for hospital admission; the Health Net Plan will be changed to \$15/\$20/30% (Tier 1/2/3) co-payment for office visits, \$50/\$75/30% co-payment for emergency room visits, and \$5/\$15/\$30 (generic/brand/formulary) co-payment for prescription (30-day supply) and \$10/\$30/\$60 co-payment for prescription (90-day supply).

In addition, following the approval of this agreement, the parties agree to eliminate the current Kaiser co-payment reimbursement effective September 1, 2011. The last day to incur such co-payment expense and be eligible for reimbursement is August 31, 2011. Employees will have until September 30, 2011 to submit their claim for reimbursement.

SEIU and the County agree to meet, beginning within 120 days of the implementation of this agreement to research, evaluate, discuss and consider changes to the plan providers, plan design and the future cost reductions and cost sharing of the health benefit plans. It is the intent of the parties to develop and implement recommendations resulting from these meetings; however, no recommendations may be implemented during this contract without the express written agreement of both SEIU and the County. Other organizations may be included in these meetings by mutual agreement.

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

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

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

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

- a. For a worker on 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.
- d. The County shall pay the worker premium, while on medical, maternity or industrial injury leave of absence up to thirteen pay periods (only applicable to SSU).

5. Medical Benefits for Retirees

- a. For workers hired before August 12, 1996.

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

(as defined in Article 14, Domestic Partner) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

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

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

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

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

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

- e. Delayed Enrollment in Retiree Medical Plan

A retiree who otherwise meets the requirements for retiree only medical coverage under Section 13.2 (a) 5 subsections a, b, or c 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.

- f. Employee Contribution Toward Retiree Medical Obligation Unfunded Liability

Effective with the paycheck beginning August 12, 2011, all coded employees shall contribute on a biweekly basis an amount equivalent to 1.0% of the lowest cost early retiree premium rate. Such contributions are to be made on an after-tax basis and employees shall have no vested right to the contributions made by the employees. Such contributions shall be used by the County exclusively to offset a portion of the County's annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County's other post employment benefits (OPEB) obligations and shall not be used for any other purpose.

b) **Dental Insurance**

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

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

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

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

c) **Health Plan Bonus Waiver Program**

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.

d) **Life Insurance**

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

e) **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.

f) **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.

g) **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 – DOMESTIC PARTNERS

a. **Registered Domestic Partners**

County employees who have filed a Declaration of Registered Domestic Partnership in accordance with the provisions of Family Code 297-297.5 shall have the same rights, and shall be subject to the same responsibilities, obligations as are granted to and imposed upon spouses. The term spouse in this contract shall apply to Registered Domestic Partners.

b. **Unregistered Domestic Partners**

County employees who have an *Affidavit of Domestic Partnership for Health or Dental Plan Enrollment of Same-Sex Domestic Partners and Domestic Partner's Children* currently on file with the County benefits office, who are not also Registered Domestic Partners under 297-297.5, may continue to receive benefits as provided in the Affidavit agreement through June 30, 2012. Effective July 1, 2012 the County will only recognize employees who have registered their Domestic Partnership through the Secretary of State.

c. **Tax Liability**

Employees are solely responsible for paying any tax liability resulting from benefits provided as a result of their domestic partnership.

ARTICLE 15 – PERS

The County will continue the present benefit contract with PERS for Miscellaneous employees, which is the 2.5% at 55 Retirement Plan, as amended December 17, 2007 except those workers covered by safety retirement as listed in Appendix H.

In consideration for continuing the 2.5% at 55 Retirement Plan, the Union agrees for each worker covered under this benefit to contribute to PERS, through payroll deduction, effective July 25, 2011 an amount equal to 5.941% of PERS reportable gross pay. Effective June 25, 2012, each worker covered under this benefit shall contribute to PERS, through payroll deduction, an amount equal to 5.851% of PERS reportable gross pay.

In accordance with § 20636, sub section (c) (4) of the California Public Employee Retirement Law, the County and SEIU Local 521 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.

ARTICLE 16 - USE OF PRIVATE VEHICLES AND MILEAGE PAYMENT

Section 16.1 – 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 16.2 - 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 residence, unless the miles traveled exceeds

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 16.3 - 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	Lunch 16.00
Dinner 15.00	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 16.4 - 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 17 – WORKERS IN UNCLASSIFIED POSITIONS

a) **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.

b) **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.)

c) **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.

d) **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 18 - SAFETY

Section 18.1 - 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 18.2 - 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 19 – 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 19.1 - 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 19.1(b).

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.

Section 19.2 - Grievance Presentation

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 19.3 - 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 19.4 - 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 19.5 – 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 19.6 – 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.

- b) **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.
- c) **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 19.6(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 19.7.

d) **Arbitration**

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

John Kagel	Jerilou Cossack
Fred D'Orazio	Alexander Cohn
Morris Davis	Luella Nelson
Christopher Burdick	

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 19.7 - 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 19.6(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 19.8 - 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 19.9 - 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 19.10 – 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
- 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 20 – CLASSIFICATION

Section 20.1 –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.

Section 20.2 - 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**
12/30/11

Pre-hearing
3/20/12 – 4/3/12

Arbitration
5/3/12 – 5/10/12

- b) 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 19.
 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 20.3 - 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. Leads shall not issue verbal or written counselings without supervisory approval for each occurrence. Supervisor approval shall be reflected on the documented 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.
- h) Peer to peer leads within the same classification shall not issue verbal or written counselings to each other.
- i) All leads shall be trained on the principles of counseling.
- j) The Lead will not issue personnel actions as outlined in Section 6.1, 6.4b, 6.5, 6.6 or 6.7
- k) Leads will not conduct investigations that may lead to disciplinary action.

Section 20.4 – Reallocations

a) Allocation to a Supervisory Position

When the Department of Human Resources reclassifies or reallocates a position that is represented by SEIU Local 521 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.

b) **Vacant Positions**

At least ten (10) working days prior to the Board of Supervisors hearing a request to change a vacant 521 position to a position outside a 521 unit, the County will notify the Union. The notification will include positions/codes to be supervised and an updated proposed organizational chart.

ARTICLE 21 – REORGANIZATION

For the purpose of this article, “reorganization” is defined as a change of organizational structure within a department or within the County that results in substantial changes or a written plan that outlines cumulative changes resulting in substantial changes and alters the basic relationships among the core functions of that department and the working relationships among the affected employees who carry out those functions in the agency or established workgroup within the department/agency. Reorganization could include, but is not limited to changing or deleting of a program, or merging of programs within a Department, or changing the Department’s reporting structure within the County.

The County will notify the Union a minimum of 60 calendar days prior to the reorganization of any department/agency. Upon the Union’s request the department/agency will meet with the Union and explain the business rationale for the reorganization and consider any alternatives proposed by the Union.

Should the reorganization impact wages, hours or terms and conditions of employment, the County and the Union agree to meet and confer regarding the impact of such proposed reorganization 45 calendar days prior to the reorganization. The parties agree to meet promptly to ensure timely implementation of any changes.

In cases of emergency, when it is determined that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice, such notice and the opportunity to meet shall be provided at the earliest practicable time following the adoption of the ordinance, rule, resolution, or regulation.

ARTICLE 22 – 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 23 – 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 521 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 521 and attempt to reassign said worker in a manner which retains County services and does not result in disciplinary action against the worker.

ARTICLE 24 – 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 25 – 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 26 – 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 27 - 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 from July 25, 2011 to and including June 23, 2013 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 23, 2013 or any subsequent June 23, of its desire to terminate this Agreement or amend any provision thereof.

DATED: _____

SANTA CLARA COUNTY
NEGOTIATING COMMITTEE

SEIU LOCAL 521

Sandra J. Poole

Susan Nye

Sabahete Kraja

Robert Li

Lisa Dumanowski

wRen Bradley

Janice Lawton

Elaine Rowan

Mitchell Buellesbach

Pablo Pineda

HEALTH CARE COST CONTAINMENT COMMITTEE

DATED: _____

SANTA CLARA COUNTY

SEIU LOCAL 521

Sandra J. Poole

Susan Nye

Sabahete Kraja

Robert Li

Peter Ng

**SALARY PLAN
EFFECTIVE JULY 25, 2011**

Union Code	Job Code	Job Title	Biweekly Step 98	Biweekly Step 99	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Monthly Step 98	Monthly Step 5
APT	D96	ACCOUNTANT ASSISTANT	1511.84	1591.44	1675.28	1755.44	1839.76	1929.04	2022.00	3275.65	4381.00
APT	B80	ACCOUNTANT AUDITOR APPRAISER	1716.08	1806.40	1901.52	1992.96	2090.08	2190.24	2297.20	3718.17	4977.27
APT	B78	ACCOUNTANT II	1931.36	2033.04	2140.08	2243.84	2352.48	2467.20	2588.16	4184.61	5607.68
APT	V1A	AGRICULTURAL ASSISTANT	1308.72	1377.68	1450.24	1517.76	1590.08	1667.76	1747.36	2835.56	3785.95
APT	V07	AGRICULTURAL BIOLOGIST I	1676.24	1764.48	1857.36	1947.04	2041.12	2140.08	2243.84	3631.85	4861.65
APT	V06	AGRICULTURAL BIOLOGIST II	1842.08	1939.04	2041.12	2140.08	2243.84	2352.48	2467.20	3991.17	5345.60
APT	V05	AGRICULTURAL BIOLOGIST III	2024.96	2131.60	2243.84	2352.48	2467.20	2588.16	2715.36	4387.41	5883.28
APT	R78	ANESTHESIA TECHNICIAN	1526.32	1606.72	1691.36	1772.32	1857.36	1947.04	2041.12	3307.03	4422.43
APT	C52	APPRAISAL AIDE	1644.08	1730.64	1821.76	1910.32	2002.96	2099.76	2200.80	3562.17	4768.40
APT	D82	APPRAISAL DATA COORDINATOR	1519.04	1599.04	1683.28	1764.08	1848.80	1938.00	2031.92	3291.25	4402.49
APT	C51	APPRAISER I	1716.08	1806.40	1901.52	1992.96	2090.08	2190.24	2297.20	3718.17	4977.27
APT	C50	APPRAISER II	2042.88	2150.48	2263.68	2374.00	2490.64	2612.56	2740.32	4426.24	5937.36
APT	T40	APPRAISER III	2195.12	2310.72	2432.40	2551.52	2676.64	2807.20	2943.36	4756.09	6377.28
APT	C74	ASSISTANT REAL ESTATE AGENT	1931.36	2033.04	2140.08	2243.84	2352.48	2467.20	2588.16	4184.61	5607.68
APT	C73	ASSOCIATE REAL ESTATE AGENT	2346.64	2470.16	2600.24	2727.52	2861.12	2999.68	3146.40	5084.39	6817.20
APT	X33	ASSOCIATE CHILDREN'S COUNSELOR	1482.80	1560.88	1643.04	1723.12	1804.32	1892.40	1983.52	3212.73	4297.63
APT	P95	ATTENDING PSYCHOLOGIST	2933.20	3087.60	3250.16	3409.84	3575.84	3751.92	3936.96	6355.27	8530.08
APT	B79	AUDITOR-APPRAISER	2290.64	2411.28	2538.24	2662.96	2793.04	2929.12	3071.12	4963.05	6654.09
APT	J83	BOARD RECORDS ASSISTANT I	1498.72	1577.60	1660.64	1741.84	1825.76	1912.80	2005.76	3247.23	4345.81
APT	J82	BOARD RECORDS ASSISTANT II	1609.36	1694.08	1783.28	1869.84	1959.20	2054.32	2153.92	3486.95	4666.83
APT	C35	BUYER ASSISTANT	1442.40	1518.32	1598.24	1675.28	1755.44	1839.76	1929.04	3125.20	4179.59
APT	C33	BUYER I	1691.84	1780.96	1874.72	1965.12	2060.56	2159.20	2263.68	3665.65	4904.64
APT	C32	BUYER II	1913.12	2013.84	2119.84	2222.64	2329.52	2444.00	2563.44	4145.09	5554.12
APT	C31	BUYER III	2290.64	2411.28	2538.24	2662.96	2793.04	2929.12	3071.12	4963.05	6654.09
APT	K49	CADAstral MAPPING TECHNICIAN I	1377.36	1449.92	1526.24	1597.36	1675.52	1756.24	1839.92	2984.28	3986.49
APT	K46	CADAstral MAPPING TECHNICIAN II	1615.44	1700.48	1790.00	1875.92	1966.48	2061.52	2161.44	3500.12	4683.12
APT	G89	CALL CENTER COORDINATOR	2132.72	2245.04	2363.20	2478.96	2600.24	2727.52	2861.12	4620.89	6199.09
APT	R05	CCS THERAPIST I	2324.96	2447.36	2576.24	2702.56	2834.32	2972.16	3117.12	5037.41	6753.76
APT	R07	CCS THERAPIST II	2533.44	2666.80	2807.20	2943.36	3087.04	3238.08	3396.64	5489.12	7359.39
APT	S96	CENTRAL SUPPLY ASSISTANT	1049.36	1104.64	1162.80	1216.88	1274.16	1334.24	1397.20	2273.61	3027.27
APT	S68	CENTRAL SUPPLY TECHNICIAN I	1290.32	1358.24	1429.76	1496.96	1567.52	1643.04	1723.12	2795.69	3733.43
APT	S06	CENTRAL SUPPLY TECHNICIAN II	1363.76	1435.60	1511.20	1581.60	1658.96	1738.88	1821.76	2954.81	3947.15
APT	R85	CHEST X-RAY TECHNICIAN	1652.64	1739.68	1831.28	1919.68	2013.12	2110.40	2211.84	3580.72	4792.32

**SALARY PLAN
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Union Code	Job Code	Job Title	Biweekly Step 98	Biweekly Step 99	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Monthly Step 98	Monthly Step 5
APT	K64	CHIEF OF PARTY	2112.64	2223.84	2340.96	2455.52	2575.92	2701.92	2833.60	4577.39	6139.47
APT	E86	CHILD SUPPORT OFFICER I	1781.68	1875.52	1974.24	2070.64	2169.92	2274.96	2385.68	3860.31	5168.97
APT	E85	CHILD SUPPORT OFFICER II	1958.24	2061.36	2169.92	2274.96	2385.68	2502.48	2625.04	4242.85	5687.59
APT	E90	CHILD SUPPORT SPECIALIST	1613.04	1698.00	1787.44	1874.72	1965.12	2060.56	2159.20	3494.92	4678.27
APT	X31	CHILDRENS COUNSELOR	1716.08	1806.40	1901.52	1992.96	2090.08	2190.24	2297.20	3718.17	4977.27
APT	P85	CLINICAL AUDIOLOGIST	2380.24	2505.52	2637.44	2766.80	2901.20	3041.76	3190.88	5157.19	6913.57
APT	R21	CLINICAL DIETITIAN I	2005.84	2111.44	2222.64	2329.52	2444.00	2563.44	2689.12	4345.99	5826.43
APT	R2L	CLINICAL DIETITIAN II	2205.60	2321.76	2444.00	2563.44	2689.12	2820.24	2957.44	4778.80	6407.79
APT	R9A	CLINICAL NEUROPHYSIOLOG TECHNICIAN I	1691.84	1780.96	1874.72	1965.12	2060.56	2159.20	2263.68	3665.65	4904.64
APT	R99	CLINICAL NEUROPHYSIOLOG TECHNICIAN II	1913.12	2013.84	2119.84	2222.64	2329.52	2444.00	2563.44	4145.09	5554.12
APT	P93	CLINICAL PSYCHOLOGIST	2681.76	2822.96	2971.60	3116.40	3269.12	3429.20	3597.68	5810.48	7794.97
APT	C2F	CLINICAL RESEARCH ASSISTANT I	909.52	957.44	1007.84	1060.24	1111.68	1162.80	1216.88	1970.63	2636.57
APT	C2E	CLINICAL RESEARCH ASSISTANT II	1337.92	1408.40	1482.56	1552.56	1628.08	1706.32	1787.44	2898.83	3872.79
APT	C2D	CLINICAL RESEARCH ASSOCIATE	2152.96	2266.32	2385.68	2502.48	2625.04	2753.44	2887.36	4664.75	6255.95
APT	C2C	CLINICAL SUPPORT PROGRAM COORDINATOR	1584.16	1667.60	1755.44	1839.76	1929.04	2022.00	2119.84	3432.35	4592.99
APT	S51	COMMUNICABLE DISEASE INVESTIGATOR	1732.48	1823.68	1919.68	2013.12	2110.40	2211.84	2318.72	3753.71	5023.89
APT	K26	COMMUNICATIONS CABLE INSTALLER	1724.00	1814.80	1910.32	2002.96	2099.76	2200.80	2307.68	3735.33	4999.97
APT	K2A	COMMUNICATIONS CABLE INSTALLER-U	1724.00	1814.80	1910.32	2002.96	2099.76	2200.80	2307.68	3735.33	4999.97
APT	G94	COMMUNICATIONS DISPATCHER I	1940.72	2042.88	2150.48	2254.72	2363.20	2478.96	2600.24	4204.89	5633.85
APT	G93	COMMUNICATIONS DISPATCHER II	2271.36	2390.96	2516.88	2639.84	2769.28	2905.04	3046.24	4921.28	6600.19
APT	G9A	COMMUNICATIONS DISPATCHER III	2382.40	2507.84	2639.84	2769.28	2905.04	3046.24	3193.84	5161.87	6919.99
APT	E07	COMMUNITY WORKER	1363.76	1435.60	1511.20	1581.60	1658.96	1738.88	1821.76	2954.81	3947.15
APT	V25	CONSUMER AFFAIRS INVESTIGATOR I	1519.04	1599.04	1683.28	1764.08	1848.80	1938.00	2031.92	3291.25	4402.49
APT	V22	CONSUMER AFFAIRS INVESTIGATOR II	1613.04	1698.00	1787.44	1874.72	1965.12	2060.56	2159.20	3494.92	4678.27
APT	V69	CRIMINALIST I	2034.80	2141.92	2254.72	2363.20	2478.96	2600.24	2727.52	4408.73	5909.63
APT	V68	CRIMINALIST II	2346.64	2470.16	2600.24	2727.52	2861.12	2999.68	3146.40	5084.39	6817.20
APT	V67	CRIMINALIST III	2707.12	2849.68	2999.68	3146.40	3300.96	3461.68	3632.08	5865.43	7869.51
APT	B2U	DATA BASE ADMINISTRATOR	3183.76	3351.36	3527.76	3701.92	3884.72	4075.92	4276.32	6898.15	9265.36
APT	P78	DENTAL ASSISTANT	1442.40	1518.32	1598.24	1675.28	1755.44	1839.76	1929.04	3125.20	4179.59
APT	V97	DEPUTY FIRE MARSHAL	2932.88	3087.28	3249.84	3412.56	3583.68	3764.56	3954.08	6354.57	8567.17
APT	V49	DEPUTY PUBLIC GUARDIAN	2290.64	2411.28	2538.24	2662.96	2793.04	2929.12	3071.12	4963.05	6654.09
APT	B44	DEPUTY PUBLIC GUARDIAN ASSISTANT	1824.80	1920.88	2022.00	2119.84	2222.64	2329.52	2444.00	3953.73	5295.33
APT	V62	DEPUTY PUBLIC GUARDIAN INVESTIGATOR	2290.64	2411.28	2538.24	2662.96	2793.04	2929.12	3071.12	4963.05	6654.09

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Union Code	Job Code	Job Title	Biweekly Step 98	Biweekly Step 99	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Monthly Step 98	Monthly Step 5
APT	R8D	DIAG IMAGING TECH I- MAMMOGRAPHY	2605.76	2742.96	2887.36	3027.76	3176.48	3330.96	3494.56	5645.81	7571.55
APT	R8G	DIAG IMAGING TECH I-CLIN INSTR	2758.24	2903.44	3056.32	3206.32	3362.80	3527.76	3701.92	5976.19	8020.83
APT	R8E	DIAG IMAGING TECH I-CT	2681.76	2822.96	2971.60	3116.40	3269.12	3429.20	3597.68	5810.48	7794.97
APT	R8F	DIAG IMAGING TECH I-CT & MAMMO	2758.24	2903.44	3056.32	3206.32	3362.80	3527.76	3701.92	5976.19	8020.83
APT	R8C	DIAG IMAGING TECH I-FLUOROSCOPY	2557.28	2691.92	2833.60	2971.60	3116.40	3269.12	3429.20	5540.77	7429.93
APT	R8A	DIAG IMAGING TECH II- MAMMOGRAPHY	2812.48	2960.56	3116.40	3269.12	3429.20	3597.68	3773.84	6093.71	8176.65
APT	R8B	DIAG IMAGING TECH II-CT	2893.68	3046.00	3206.32	3362.80	3527.76	3701.92	3884.72	6269.64	8416.89
APT	R87	DIAGNOSTIC IMAGING TECHNICIAN I	2461.52	2591.12	2727.52	2861.12	2999.68	3146.40	3300.96	5333.29	7152.08
APT	R88	DIAGNOSTIC IMAGING TECHNICIAN II	2732.48	2876.32	3027.76	3176.48	3330.96	3494.56	3666.40	5920.37	7943.87
APT	R71	DIALYSIS TECHNICIAN	1462.48	1539.52	1620.56	1698.40	1780.80	1865.92	1956.56	3168.71	4239.21
APT	H65	DIETETIC TECHNICIAN	1519.04	1599.04	1683.28	1764.08	1848.80	1938.00	2031.92	3291.25	4402.49
APT	S34	EKG TECHNICIAN	1442.40	1518.32	1598.24	1675.28	1755.44	1839.76	1929.04	3125.20	4179.59
APT	E4H	ELEC RESOURCES LIBRARIAN I	1958.24	2061.36	2169.92	2274.96	2385.68	2502.48	2625.04	4242.85	5687.59
APT	E4J	ELEC RESOURCES LIBRARIAN II	2062.64	2171.28	2285.60	2397.04	2514.16	2637.44	2766.80	4469.05	5994.73
APT	S91	EMERGENCY ROOM TECHNICIAN	1455.84	1532.48	1613.20	1691.36	1772.32	1857.36	1947.04	3154.32	4218.59
APT	Y29	EMPLOYMENT COUNSELOR I	1561.92	1644.16	1730.72	1812.72	1901.52	1992.96	2090.08	3384.16	4528.51
APT	Y28	EMPLOYMENT COUNSELOR II	1864.96	1963.12	2066.48	2165.92	2270.56	2381.04	2497.12	4040.75	5410.43
APT	Y27	EMPLOYMENT COUNSELOR III	2226.64	2343.84	2467.20	2588.16	2715.36	2846.96	2985.76	4824.39	6469.15
APT	K85	ENGINEERING AIDE I	1249.20	1314.96	1384.24	1450.24	1517.76	1590.08	1667.76	2706.60	3613.48
APT	K84	ENGINEERING AIDE II	1434.96	1510.56	1590.08	1667.76	1747.36	1831.28	1919.68	3109.08	4159.31
APT	K83	ENGINEERING TECHNICIAN I	1652.64	1739.68	1831.28	1919.68	2013.12	2110.40	2211.84	3580.72	4792.32
APT	K82	ENGINEERING TECHNICIAN II	1904.56	2004.88	2110.40	2211.84	2318.72	2432.40	2551.52	4126.55	5528.29
APT	K81	ENGINEERING TECHNICIAN III	2247.76	2366.08	2490.64	2612.56	2740.32	2873.92	3013.36	4870.15	6528.95
APT	J28	EPIDEMIOLOGIST I	2082.56	2192.24	2307.68	2419.44	2538.24	2662.96	2793.04	4512.21	6051.59
APT	J25	EPIDEMIOLOGIST II	2357.76	2481.92	2612.56	2740.32	2873.92	3013.36	3160.80	5108.48	6848.40
APT	V37	ESTATE ADMINISTRATOR	2290.64	2411.28	2538.24	2662.96	2793.04	2929.12	3071.12	4963.05	6654.09
APT	V38	ESTATE ADMINISTRATOR ASSISTANT	2082.56	2192.24	2307.68	2419.44	2538.24	2662.96	2793.04	4512.21	6051.59
APT	V42	ESTATE PROPERTY TECHNICIAN	1683.92	1772.56	1865.92	1956.56	2051.36	2150.48	2254.72	4042.83	4885.23
APT	C62	EXEMPTION INVESTIGATOR	2062.64	2171.28	2285.60	2397.04	2514.16	2637.44	2766.80	4469.05	5994.73
APT	K68	FIELD SURVEY TECHNICIAN I	1599.44	1683.68	1772.32	1857.36	1947.04	2041.12	2140.08	3465.45	4636.84
APT	K66	FIELD SURVEY TECHNICIAN II	1877.68	1976.56	2080.64	2180.00	2285.60	2397.04	2514.16	4068.31	5447.35
APT	M11	FLEET MAINTENANCE SCHEDULER	1765.76	1858.72	1956.56	2051.36	2150.48	2254.72	2363.20	3825.81	5120.27
APT	R77	FORENSIC CHEMIST	1660.32	1747.76	1839.76	1929.04	2022.00	2119.84	2222.64	3597.36	4815.72

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APT	S25	FORENSIC PATHOLOGY TECHNICIAN	1576.88	1659.92	1747.36	1831.28	1919.68	2013.12	2110.40	3416.57	4572.53
APT	S26	FORENSIC PATHOLOGY TECHNICIAN TRAINEE	1290.32	1358.24	1429.76	1496.96	1567.52	1643.04	1723.12	2795.69	3733.43
APT	R44	GASTROENTEROLOGY TECHNICIAN	1497.20	1576.00	1658.96	1738.88	1821.76	1910.32	2002.96	3243.93	4339.75
APT	R45	GASTROENTEROLOGY TECHNICIAN TRAINEE	1363.76	1435.60	1511.20	1581.60	1658.96	1738.88	1821.76	2954.81	3947.15
APT	M56	GENERAL MAINTENANCE MECHANIC III	1732.48	1823.68	1919.68	2013.12	2110.40	2211.84	2318.72	3753.71	5023.89
APT	K80	GEOGRAPHIC INFO SYS TECHNICIAN I	1851.28	1948.72	2051.36	2150.48	2254.72	2363.20	2478.96	4011.11	5371.08
APT	K79	GEOGRAPHIC INFO SYS TECHNICIAN II	2183.44	2298.40	2419.44	2538.24	2662.96	2793.04	2929.12	4730.79	6346.43
APT	K7G	GIS ANALYST	2605.76	2742.96	2887.36	3027.76	3176.48	3330.96	3494.56	5645.81	7571.55
APT	R2M	GRADUATE INTERN PHARMACIST	1434.96	1510.56	1590.08	1667.76	1747.36	1831.28	1919.68	3109.08	4159.31
APT	W91	GRADUATE LIBRARIAN STUDENT - U	1533.68	1614.40	1699.44	1784.48	1873.76	1967.52	2065.92	3322.97	4476.16
APT	J46	GRAPHIC DESIGNER I	1584.16	1667.60	1755.44	1839.76	1929.04	2022.00	2119.84	3432.35	4592.99
APT	J45	GRAPHIC DESIGNER II	1824.80	1920.88	2022.00	2119.84	2222.64	2329.52	2444.00	3953.73	5295.33
APT	V2C	HAZARDOUS MATERIALS SPECIALIST I	2656.32	2796.16	2943.36	3087.04	3238.08	3396.64	3563.12	5755.36	7720.09
APT	V19	HAZARDOUS MATERIALS SPECIALIST II	2950.32	3105.60	3269.12	3429.20	3597.68	3773.84	3961.28	6392.36	8582.77
APT	V21	HAZARDOUS MATERIALS TECHNICIAN	1652.64	1739.68	1831.28	1919.68	2013.12	2110.40	2211.84	3580.72	4792.32
APT	V2D	HAZARDOUS MATERIALS TRAINEE	2092.56	2202.72	2318.72	2432.40	2551.52	2676.64	2807.20	4533.88	6082.27
APT	J27	HEALTH EDUCATION ASSOCIATE	1931.36	2033.04	2140.08	2243.84	2352.48	2467.20	2588.16	4184.61	5607.68
APT	J26	HEALTH EDUCATION SPECIALIST	2357.76	2481.92	2612.56	2740.32	2873.92	3013.36	3160.80	5108.48	6848.40
APT	B6H	HEALTH PLANNING SPECIALIST II	1940.72	2042.88	2150.48	2254.72	2363.20	2478.96	2600.24	4204.89	5633.85
APT	P9A	HOSPITAL CLINICAL PSYCHOLOGIST	2933.60	3088.08	3250.64	3409.68	3576.64	3751.92	3936.80	6356.13	8529.73
APT	P9B	HOSPITAL PSYCHOLOGICAL ASSISTANT	2357.76	2481.92	2612.56	2740.32	2873.92	3013.36	3160.80	5108.48	6848.40
APT	S95	HOSPITAL SERVICES ASSISTANT I	1290.32	1358.24	1429.76	1496.96	1567.52	1643.04	1723.12	2795.69	3733.43
APT	S93	HOSPITAL SERVICES ASSISTANT II	1363.76	1435.60	1511.20	1581.60	1658.96	1738.88	1821.76	2954.81	3947.15
APT	L88	HOUSING REHABILITATION SPECIALIST	2034.80	2141.92	2254.72	2363.20	2478.96	2600.24	2727.52	4408.73	5909.63
APT	D77	INCOME TAX SPECIALIST	1724.00	1814.80	1910.32	2002.96	2099.76	2200.80	2307.68	3735.33	4999.97
APT	D31	INFO SERVICES CONTROL TECHNICIAN I	1284.08	1351.68	1422.88	1490.08	1560.00	1635.76	1714.32	2782.17	3714.36
APT	D12	INFO SERVICES CONTROL TECHNICIAN II	1497.20	1576.00	1658.96	1738.88	1821.76	1910.32	2002.96	3243.93	4339.75
APT	G38	INFO SYSTEMS TECHNICIAN III	2415.60	2542.80	2676.64	2807.20	2943.36	3087.04	3238.08	5233.80	7015.84
APT	G29	INFORMATION SYSTEMS ANALYST I	2415.60	2542.80	2676.64	2807.20	2943.36	3087.04	3238.08	5233.80	7015.84
APT	G28	INFORMATION SYSTEMS ANALYST II	2605.76	2742.96	2887.36	3027.76	3176.48	3330.96	3494.56	5645.81	7571.55
APT	G51	INFORMATION SYSTEMS TECHNICIAN I	1652.64	1739.68	1831.28	1919.68	2013.12	2110.40	2211.84	3580.72	4792.32
APT	G50	INFORMATION SYSTEMS TECHNICIAN II	1996.08	2101.20	2211.84	2318.72	2432.40	2551.52	2676.64	4324.84	5799.39
APT	G72	INMATE LAW LIBRARY COORDINATOR	1576.88	1659.92	1747.36	1831.28	1919.68	2013.12	2110.40	3416.57	4572.53

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APT	J44	INVESTIGATIVE GRAPHIC/MEDIA SPECIALIST	1916.00	2016.88	2123.04	2225.76	2333.76	2445.92	2566.16	4151.33	5560.01
APT	V88	INVESTIGATOR ASSISTANT	1983.60	2088.00	2197.92	2308.08	2423.20	2544.32	2671.44	4297.80	5788.12
APT	C75	JUNIOR REAL ESTATE AGENT	1716.08	1806.40	1901.52	1992.96	2090.08	2190.24	2297.20	3718.17	4977.27
APT	V87	JUVENILE DEPENDENCY INVESTIGATOR	2155.28	2268.72	2388.16	2507.84	2632.88	2764.48	2902.72	4669.77	6289.23
APT	V44	LATENT FINGERPRINT EXAMINER I	1859.60	1957.52	2060.56	2159.20	2263.68	2374.00	2490.64	4029.13	5396.39
APT	V43	LATENT FINGERPRINT EXAMINER II	2279.84	2399.84	2526.16	2650.32	2779.84	2915.36	3056.32	4939.65	6622.03
APT	Z39	LEGAL AIDE- U	1824.80	1920.88	2022.00	2119.84	2222.64	2329.52	2444.00	3956.73	5295.33
APT	F07	LEGAL PROCESS OFFICER	1455.84	1532.48	1613.20	1691.36	1772.32	1857.36	1947.04	3154.32	4218.59
APT	J64	LIBRARIAN I	1958.24	2061.36	2169.92	2274.96	2385.68	2502.48	2625.04	4242.85	5687.59
APT	J63	LIBRARIAN II	2062.64	2171.28	2285.60	2397.04	2514.16	2637.44	2766.80	4469.05	5994.73
APT	E41	LIBRARY ASSISTANT I	1388.96	1462.08	1539.04	1613.20	1691.36	1772.32	1857.36	3009.41	4024.28
APT	E40	LIBRARY ASSISTANT II	1644.08	1730.64	1821.76	1910.32	2002.96	2099.76	2200.80	3562.17	4768.40
APT	E37	LIBRARY ASSISTANT III	1859.60	1957.52	2060.56	2159.20	2263.68	2374.00	2490.64	4029.13	5396.39
APT	S85	LICENSED VOCATIONAL NURSE	1707.84	1797.76	1892.40	1983.52	2080.64	2180.00	2285.60	3700.32	4952.13
APT	J4A	LITERACY PROGRAM SPECIALIST	1909.76	2010.32	2116.16	2217.44	2324.72	2438.08	2557.84	4137.81	5541.99
APT	K36	LOCAL AREA NETWORK ANALYST I	2557.28	2691.92	2833.60	2971.60	3116.40	3269.12	3429.20	5540.77	7429.93
APT	K35	LOCAL AREA NETWORK ANALYST II	2812.48	2960.56	3116.40	3269.12	3429.20	3597.68	3773.84	6093.71	8176.65
APT	P97	MARRIAGE & FAMILY THERAPIST I	2142.48	2255.28	2374.00	2490.64	2612.56	2740.32	2873.92	4642.04	6226.83
APT	P96	MARRIAGE & FAMILY THERAPIST II	2357.76	2481.92	2612.56	2740.32	2873.92	3013.36	3160.80	5108.48	6848.40
APT	N34	MATERIALS TESTING TECHNICIAN II	1851.28	1948.72	2051.36	2150.48	2254.72	2363.20	2478.96	4011.11	5371.08
APT	B03	MEDIA SPECIALIST COORDINATOR	1967.36	2070.96	2180.00	2285.60	2397.04	2514.16	2637.44	4262.61	5714.45
APT	H93	MEDICAL ASSISTANT	1388.96	1462.08	1539.04	1613.20	1691.36	1772.32	1857.36	3009.41	4024.28
APT	V85	MEDICAL EXAMINER CORONER INVESTIGATOR	2794.16	2941.28	3096.16	3250.96	3413.44	3584.08	3763.12	6054.01	8153.43
APT	R7F	MEDICAL LABORATORY ASSISTANT III	1532.72	1613.44	1698.40	1780.80	1865.92	1956.56	2051.36	3320.89	4444.61
APT	R74	MEDICAL LABORATORY ASSISTANT II	1462.48	1539.52	1620.56	1698.40	1780.80	1865.92	1956.56	3168.71	4239.21
APT	J76	MEDICAL LIBRARIAN ASSISTANT	1824.80	1920.88	2022.00	2119.84	2222.64	2329.52	2444.00	3953.73	5295.33
APT	D50	MEDICAL TRANSLATOR	1716.08	1806.40	1901.52	1992.96	2090.08	2190.24	2297.20	3718.17	4977.27
APT	D52	MEDICAL TRANSLATOR TRAINEE	1519.04	1599.04	1683.28	1764.08	1848.80	1938.00	2031.92	3291.25	4402.49
APT	E33	MENTAL HEALTH COMMUNITY WORKER	1427.28	1502.48	1581.60	1658.96	1738.88	1821.76	1910.32	3092.44	4139.03
APT	D2J	MENTAL HEALTH PEER SUPPORT WORKER	1363.44	1435.60	1511.20	1581.60	1658.96	1738.88	1821.76	2954.12	3947.15
APT	P15	MENTAL HEALTH PROGRAM SPECIALIST I	2290.64	2411.28	2538.24	2662.96	2793.04	2929.12	3071.12	4963.05	6654.09
APT	E60	MOBILE OUTREACH DRIVER	1497.20	1576.00	1658.96	1738.88	1821.76	1910.32	2002.96	3243.93	4339.75
APT	S3M	MONITOR TECHNICIAN	1436.00	1511.60	1591.20	1661.60	1738.96	1818.88	1901.76	3111.33	4120.48

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APT	R6A	MRI TECHNOLOGIST - ANGIO	2788.88	2935.68	3090.24	3239.60	3398.64	3564.56	3739.36	6042.57	8101.95
APT	R2E	MRI TECHNOLOGIST	3233.44	3403.68	3582.88	3762.00	3705.92	3891.28	4355.28	7005.79	9436.44
APT	R6C	MRI TECHNOLOGIST - CT	2867.84	3018.80	3177.76	3331.36	3494.88	3665.36	3845.20	6213.65	8331.27
APT	G46	NETWORK ENGINEER	2922.32	3076.16	3238.08	3396.64	3563.12	3738.72	3923.12	6331.69	8500.09
APT	G60	NETWORK ENGINEER ASSOCIATE	2557.28	2691.92	2833.60	2971.60	3116.40	3269.12	3429.20	5540.77	7429.93
APT	G4L	NETWORK ENGINEER-SCVHHS	2736.00	2880.08	3031.68	3179.12	3335.28	3497.44	3669.28	5928.00	7950.11
APT	S94	NURSING ATTENDANT	1255.52	1321.60	1391.20	1456.32	1524.88	1598.24	1675.28	2720.29	3629.77
APT	P84	OBSTETRIC TECHNICIAN	1569.28	1651.92	1738.88	1821.76	1910.32	2002.96	2099.76	3400.11	4549.48
APT	R35	OCCUPATIONAL HEALTH CHEMIST	1940.72	2042.88	2150.48	2254.72	2363.20	2478.96	2600.24	4204.89	5633.85
APT	R1T	OCCUPATIONAL THERAPIST I	2324.72	2447.12	2575.92	2701.92	2833.60	2971.60	3116.40	5036.89	6752.20
APT	R1A	OCCUPATIONAL THERAPIST II	2510.64	2642.80	2781.92	2918.00	3060.24	3209.28	3365.68	5439.72	7292.31
APT	R12	OCCUPATIONAL THERAPIST III	2762.08	2907.52	3060.56	3209.36	3367.04	3530.80	3704.16	5984.51	8025.68
APT	R2D	OCCUPATIONAL THERAPY ASSISTANT I	1613.04	1698.00	1787.44	1874.72	1965.12	2060.56	2159.20	3494.92	4678.27
APT	R2C	OCCUPATIONAL THERAPY ASSISTANT II	1859.60	1957.52	2060.56	2159.20	2263.68	2374.00	2490.64	4029.13	5396.39
APT	C53	OFFICE AUTO SYSTEMS COORD	1842.08	1939.04	2041.12	2140.08	2243.84	2352.48	2467.20	3991.17	5345.60
APT	P82	OPERATING ROOM AIDE	1497.20	1576.00	1658.96	1738.88	1821.76	1910.32	2002.96	3243.93	4339.75
APT	S23	OPERATING ROOM TECHNICIAN	1931.36	2033.04	2140.08	2243.84	2352.48	2467.20	2588.16	4184.61	5607.68
APT	P48	OPHTHALMIC TECHNICIAN	1584.16	1667.60	1755.44	1839.76	1929.04	2022.00	2119.84	3432.35	4592.99
APT	P47	OPTOMETRIST	2707.12	2849.68	2999.68	3146.40	3300.96	3461.68	3632.08	5865.43	7869.51
APT	R90	ORTHOPEDIC TECHNICIAN	1505.04	1584.32	1667.76	1747.36	1831.28	1919.68	2013.12	3260.92	4361.76
APT	V74	PARALEGAL	1948.64	2051.20	2159.20	2263.68	2374.00	2490.64	2612.56	4222.05	5660.55
APT	T91	PARK NATURAL RESOURCE MANAGER COORD	2082.56	2192.24	2307.68	2419.44	2538.24	2662.96	2793.04	4512.21	6051.59
APT	T18	PARK USE COORDINATOR	2123.04	2234.80	2352.48	2467.20	2588.16	2715.36	2846.96	4599.92	6168.41
APT	T31	PARKS INTERPRETER	1931.36	2033.04	2140.08	2243.84	2352.48	2467.20	2588.16	4184.61	5607.68
APT	T21	PARKS INTERPRETIVE PROG COORDINATOR	2123.04	2234.80	2352.48	2467.20	2588.16	2715.36	2846.96	4599.92	6168.41
APT	T36	PARKS NATURAL RESOURCES TECHNICIAN	1931.36	2033.04	2140.08	2243.84	2352.48	2467.20	2588.16	4184.61	5607.68
APT	T23	PARKS OUTDOOR RECREATION COORDINATOR	2123.04	2234.80	2352.48	2467.20	2588.16	2715.36	2846.96	4599.92	6168.41
APT	T38	PARKS RANGEMASTER I	1707.84	1797.76	1892.40	1983.52	2080.64	2180.00	2285.60	3700.32	4952.13
APT	T37	PARKS RANGEMASTER II	1877.68	1976.56	2080.64	2180.00	2285.60	2397.04	2514.16	4068.31	5447.35
APT	T22	PARKS TRAINING COORDINATOR	2123.04	2234.80	2352.48	2467.20	2588.16	2715.36	2846.96	4599.92	6168.41
APT	T20	PARKS VOLUNTEER COORDINATOR	2123.04	2234.80	2352.48	2467.20	2588.16	2715.36	2846.96	4599.92	6168.41
APT	S97	PATHOLOGY AIDE	1243.36	1308.88	1377.84	1442.96	1511.20	1581.60	1658.96	2693.95	3594.41
APT	S9P	PATIENT TRANSPORT COORDINATOR	1419.36	1494.08	1572.72	1646.64	1724.24	1807.28	1895.36	3075.28	4106.61

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APT	S9T	PATIENT TRANSPORTER	1290.32	1358.24	1429.76	1496.96	1567.52	1643.04	1723.12	2795.69	3733.43
APT	S52	PER DIEM DIAGNOSTIC IMG TEC II	3253.20	3424.48	3604.72	3784.96	3974.24	4173.04	4381.76	7048.60	9493.81
APT	R97	PER DIEM DIAGNOSTIC IMG TECH I	3033.52	3193.20	3361.28	3529.36	3705.92	3891.28	4085.84	6572.63	8852.65
APT	R2G	PER DIEM RESPIRATORY CARE PRACTITIONER	2672.16	2812.80	2960.88	3108.88	3264.40	3427.68	3599.12	5789.68	7798.09
APT	R2J	PER DIEM SPEECH PATHOLOGIST	41.85/Hrly		46.50/Hrly						
APT	S79	PER DIEM ULTRASONOGRAPHER I	3247.76	3418.72	3598.72	3778.64	3967.68	4166.08	4374.40	7036.81	9477.87
APT	S98	PER DIEM ULTRASONOGRAPHER II	4009.92	4221.04	4443.28	4665.44	4898.80	5143.76	5400.96	8688.16	11702.08
APT	N33	PERMIT TECHNICIAN	1607.12	1691.76	1780.80	1865.92	1956.56	2051.36	2150.48	3482.09	4659.37
APT	R27	PHARMACIST	3786.56	3985.92	4195.76	4401.36	4618.64	4846.72	5085.28	8204.21	11018.11
APT	R96	PHARMACIST LOCUM TENENS	4464.24	4699.20	4946.56	5193.92	5453.68	5726.40	6012.88	9672.52	13027.91
APT	P40	PHARMACIST SPECIALIST	3972.16	4181.28	4401.36	4618.64	4846.72	5085.28	5335.28	8606.35	11559.77
APT	P81	PHARMACIST TECH SYS SPEC	3972.16	4181.28	4401.36	4618.64	4846.72	5085.28	5335.28	8606.35	11559.77
APT	R2K	PHARMACY TECH LOCUM TENENS	2122.56	2234.32	2351.92	2469.52	2593.04	2722.72	2858.88	4598.88	6194.24
APT	R29	PHARMACY TECHNICIAN	1482.80	1560.88	1643.04	1723.12	1804.32	1892.40	1983.52	3212.73	4297.63
APT	R50	PHARMACY TECHNICIAN TRAINEE	1237.68	1302.88	1371.52	1436.32	1504.16	1574.40	1650.72	2681.64	3576.56
APT	J39	PHOTOGRAPHER	1532.72	1613.44	1698.40	1780.80	1865.92	1956.56	2051.36	3320.89	4444.61
APT	R69	PHYSICAL THERAPIST ASST I	1613.04	1698.00	1787.44	1874.72	1965.12	2060.56	2159.20	3494.92	4678.27
APT	R64	PHYSICAL THERAPIST ASST II	1859.60	1957.52	2060.56	2159.20	2263.68	2374.00	2490.64	4029.13	5396.39
APT	R1P	PHYSICAL THERAPIST I	2324.72	2447.12	2575.92	2701.92	2833.60	2971.60	3116.40	5036.89	6752.20
APT	R11	PHYSICAL THERAPIST II	2510.64	2642.80	2781.92	2918.00	3060.24	3209.28	3365.68	5439.72	7292.31
APT	R10	PHYSICAL THERAPIST III	2762.08	2907.52	3060.56	3209.36	3367.04	3530.80	3704.16	5984.51	8025.68
APT	S46	PHYSICIAN ASST PRIMARY CARE	4838.88	5093.60	5361.76	5629.84	5911.60	6207.20	6523.68	10484.24	14134.64
APT	L85	PLANNER I	2042.88	2150.48	2263.68	2374.00	2490.64	2612.56	2740.32	4426.24	5937.36
APT	L84	PLANNER II	2173.52	2287.92	2408.40	2526.16	2650.32	2779.84	2915.36	4709.29	6316.61
APT	L83	PLANNER III	2533.44	2666.80	2807.20	2943.36	3087.04	3238.08	3396.64	5489.12	7359.39
APT	S8A	PRE-LICENSED PSYCHIATRIC TECHNICIAN	1128.96	1188.40	1250.96	1309.60	1371.52	1436.32	1504.16	2446.08	3259.01
APT	V55	PRETRIAL SERVICES OFFICER I	1748.96	1841.04	1938.00	2031.92	2130.16	2232.96	2340.96	3789.41	5072.08
APT	V41	PRETRIAL SERVICES OFFICER II	2005.84	2111.44	2222.64	2329.52	2444.00	2563.44	2689.12	4345.99	5826.43
APT	V53	PRETRIAL SERVICES OFFICER III	2247.76	2366.08	2490.64	2612.56	2740.32	2873.92	3013.36	4870.15	6528.95
APT	E89	PRETRIAL SERVICES TECHNICIAN	1427.28	1502.48	1581.60	1658.96	1738.88	1821.76	1910.32	3092.44	4139.03
APT	E19	PROBATION COMMUNITY WORKER	1613.04	1698.00	1787.44	1874.72	1965.12	2060.56	2159.20	3494.92	4678.27
APT	X37	PROBATION TRANSPORTATION COORD	1652.64	1739.68	1831.28	1919.68	2013.12	2110.40	2211.84	3580.72	4792.32
APT	D92	PROPERTY & TITLE ID TECHNICIAN	1442.40	1518.32	1598.24	1675.28	1755.44	1839.76	1929.04	3125.20	4179.59

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APT	C65	PROPERTY TRANSFER EXAMINER	1592.00	1675.84	1764.08	1848.80	1938.00	2031.92	2130.16	3449.33	4615.35
APT	F02	PROPERTY/EVIDENCE TECHNICIAN	1599.44	1683.68	1772.32	1857.36	1947.04	2041.12	2140.08	3465.45	4636.84
APT	U98	PROTECTIVE SERVICES OFFICER	1462.48	1539.52	1620.56	1698.40	1780.80	1865.92	1956.56	3168.71	4239.21
APT	Y42	PSYCHIATRIC SOCIAL WORKER I	2142.48	2255.28	2374.00	2490.64	2612.56	2740.32	2873.92	4642.04	6226.83
APT	Y41	PSYCHIATRIC SOCIAL WORKER II	2357.76	2481.92	2612.56	2740.32	2873.92	3013.36	3160.80	5108.48	6848.40
APT	Y40	PSYCHIATRIC SOCIAL WORKER III	2357.76	2481.92	2612.56	2740.32	2873.92	3013.36	3160.80	5108.48	6848.40
APT	S88	PSYCHIATRIC TECHNICIAN I	1539.84	1620.96	1706.32	1787.44	1874.72	1965.12	2060.56	3336.32	4464.55
APT	S87	PSYCHIATRIC TECHNICIAN II	1691.84	1780.96	1874.72	1965.12	2060.56	2159.20	2263.68	3665.65	4904.64
APT	R13	PSYCHOSOCIAL OCC THERAPIST	2605.76	2742.96	2887.36	3027.76	3176.48	3330.96	3494.56	5645.81	7571.55
APT	C98	PUBLIC COMMUNICATION SPEC	1986.16	2090.72	2200.80	2307.68	2419.44	2538.24	2662.96	4303.35	5799.75
APT	V79	PUBLIC DEFENDER INVEST I	2724.00	2867.44	3018.40	3169.60	3328.08	3494.32	3668.96	5902.00	7949.41
APT	V78	PUBLIC DEFENDER INVEST II	2932.88	3087.28	3249.84	3412.56	3583.68	3764.56	3954.08	6354.57	8567.17
APT	E32	PUBLIC HEALTH ASSISTANT	1526.32	1606.72	1691.36	1772.32	1857.36	1947.04	2041.12	3307.03	4422.43
APT	E04	PUBLIC HEALTH COMMUNITY SPEC	1716.08	1806.40	1901.52	1992.96	2090.08	2190.24	2297.20	3718.17	4977.27
APT	S08	PUBLIC HEALTH NUTRITION ASSOCIATE	1532.72	1613.44	1698.40	1780.80	1865.92	1956.56	2051.36	3320.89	4444.61
APT	R24	PUBLIC HEALTH NUTRITIONIST	2112.64	2223.84	2340.96	2455.52	2575.92	2701.92	2833.60	4577.39	6139.47
APT	R36	PULMONARY DIAGNOSTIC ASSISTANT	1434.96	1510.56	1590.08	1667.76	1747.36	1831.28	1919.68	3109.08	4159.31
APT	R34	PULMONARY DIAGNOSTIC TECHNICIAN	1699.92	1789.44	1883.68	1974.24	2070.64	2169.92	2274.96	3683.16	4929.08
APT	C07	Q I COORDINATOR I A&D SV	2357.76	2481.92	2612.56	2740.32	2873.92	3013.36	3160.80	5108.48	6848.40
APT	C97	Q I COORDINATOR - MHS	2593.60	2730.16	2873.92	3013.36	3160.80	3314.48	3477.52	5619.47	7534.63
APT	C06	Q I COORDINATOR II A&D SV	2593.60	2730.16	2873.92	3013.36	3160.80	3314.48	3477.52	5619.47	7534.63
APT	G3L	QUALITY ASSURANCE ENGINEER	2786.00	2932.64	3087.04	3238.08	3396.64	3563.12	3738.72	6036.33	8100.56
APT	G99	QUALITY ASSURANCE LIBRARIAN	2415.60	2542.80	2676.64	2807.20	2943.36	3087.04	3238.08	5233.80	7015.84
APT	R32	RADIATION THERAPIST	2656.32	2796.16	2943.36	3087.04	3238.08	3396.64	3563.12	5755.36	7720.09
APT	T11	RANGEMASTER I	1707.84	1797.76	1892.40	1983.52	2080.64	2180.00	2285.60	3700.32	4952.13
APT	T10	RANGEMASTER II	1967.36	2070.96	2180.00	2285.60	2397.04	2514.16	2637.44	4262.61	5714.45
APT	F35	RECORDABLE DOCUMENT TECH TRAINEE	1128.96	1188.40	1250.96	1309.60	1371.52	1436.32	1504.16	2446.08	3259.01
APT	F34	RECORDABLE DOCUMENT TECHNICIAN	1243.36	1308.88	1377.84	1442.96	1511.20	1581.60	1658.96	2693.95	3594.41
APT	R3C	RECREATION COORDINATOR	1732.48	1823.68	1919.68	2013.12	2110.40	2211.84	2318.72	3753.71	5023.89
APT	R1R	RECREATION THERAPIST I	1873.76	1972.40	2076.24	2176.80	2282.96	2394.48	2511.92	4059.81	5442.49
APT	R1D	RECREATION THERAPIST II	2065.68	2174.48	2288.96	2399.84	2516.88	2639.84	2769.28	4475.64	6000.11
APT	R1C	RECREATION THERAPIST III	2183.44	2298.40	2419.44	2538.24	2662.96	2793.04	2929.12	4730.79	6346.43
APT	P76	REGISTERED DENTAL ASSISTANT	1584.16	1667.60	1755.44	1839.76	1929.04	2022.00	2119.84	3432.35	4592.99

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APT	H6A	REGISTERED DIETETIC TECHNICIAN	1613.04	1698.00	1787.44	1874.72	1965.12	2060.56	2159.20	3494.92	4678.27
APT	P67	REHABILITATION COUNSELOR	2123.04	2234.80	2352.48	2467.20	2588.16	2715.36	2846.96	4599.92	6168.41
APT	X92	REHABILITATION OFFICER I	2533.44	2666.80	2807.20	2948.32	3096.16	3249.84	3412.56	5489.12	7393.88
APT	X91	REHABILITATION OFFICER II	2932.88	3087.28	3249.84	3412.56	3583.68	3764.56	3954.08	6354.57	8567.17
APT	R49	REHABILITATION THERAPY ASSISTANT	1662.96	1750.56	1842.72	1934.88	2031.68	2133.28	2240.00	3603.08	4853.33
APT	R28	REHABILITATION THERAPY SPECIALIST	2473.68	2603.92	2741.04	2878.16	3022.08	3173.20	3332.00	5359.64	7219.33
APT	V4A	RESOURCE MANAGEMENT ASSISTANT	16.32/Hrly		18.12./Hrly						
APT	R15	RESPIRATORY CARE PRACTITIONER I	2371.20	2496.00	2627.44	2755.92	2890.24	3031.04	3178.72	5137.60	6887.23
APT	R1S	RESPIRATORY CARE PRACTITIONER II	2487.44	2618.40	2756.24	2890.96	3031.92	3179.60	3334.48	5389.45	7224.71
APT	R54	RESPIRATORY THERAPY SVCS SPECIALIST	2694.56	2836.40	2985.76	3131.76	3285.20	3445.12	3614.80	5838.21	7832.07
APT	V35	REVENUE COLLECTIONS OFFICER	1740.88	1832.56	1929.04	2022.00	2119.84	2222.64	2329.52	3771.91	5047.29
APT	G73	SHERIFF'S TECHNICIAN	1427.28	1502.48	1581.60	1658.96	1738.88	1821.76	1910.32	3092.44	4139.03
APT	C9B	SOCIAL MEDIA/INTERNET COM SPEC	1986.16	2090.72	2200.80	2307.68	2419.44	2538.24	2662.96	4303.35	5769.75
APT	G5H	SOFTWARE ENGINEER I	2391.84	2517.76	2650.32	2779.84	2915.36	3056.32	3206.32	5182.32	6947.03
APT	G5G	SOFTWARE ENGINEER II	2582.08	2718.00	2861.12	2999.68	3146.40	3300.96	3461.68	5594.51	7500.31
APT	G5F	SOFTWARE ENGINEER III	2786.00	2932.64	3087.04	3238.08	3396.64	3563.12	3738.72	6036.33	8100.56
APT	G5E	SOFTWARE ENGINEER IV	3065.44	3226.80	3396.64	3563.12	3738.72	3923.12	4116.32	6641.79	8918.69
APT	R37	SPEECH LANGUAGE PATHOLOGIST III	2815.84	2964.08	3120.16	3272.16	3432.56	3600.64	3777.52	6100.99	8184.63
APT	R1L	SPEECH LANGUAGE PATHOLOGIST I	2300.32	2421.44	2548.96	2673.20	2883.36	2639.84	2769.28	4984.03	6000.11
APT	R38	SPEECH LANGUAGE PATHOLOGIST II	2633.44	2772.08	2918.00	3060.24	3209.28	3365.68	3530.64	5705.79	7649.72
APT	C47	SR APPRAISER	2357.76	2481.92	2612.56	2740.32	2873.92	3013.36	3160.80	5108.48	6848.40
APT	C79	SR APPRAISER SCPTAP	2357.76	2481.92	2612.56	2740.32	2873.92	3013.36	3160.80	5108.48	6848.40
APT	C57	SR AUDITOR APPRAISER	2569.28	2704.56	2846.96	2985.76	3131.76	3285.20	3445.12	5566.77	7464.43
APT	K43	SR CADASTRAL MAPPING TECHNICIAN	1774.64	1868.08	1966.48	2061.52	2161.44	2266.24	2376.00	3845.05	5148.00
APT	R04	SR CCS THERAPIST	2656.32	2796.16	2943.36	3087.04	3238.08	3396.64	3563.12	5755.36	7720.09
APT	E88	SR CHILD SUPPORT OFFICER	2053.12	2161.20	2274.96	2385.68	2502.48	2625.04	2753.44	4448.43	5985.79
APT	X24	SR CHILDREN'S COUNSELOR	1886.24	1985.52	2090.08	2190.24	2297.20	2408.40	2526.16	4086.85	5473.35
APT	G92	SR COMMUNICATIONS DISPATCHER	2618.24	2756.08	2901.20	3041.76	3190.88	3346.80	3510.80	5672.85	7606.73
APT	N31	SR CONSTRUCTION INSPECTOR	2290.64	2411.28	2538.24	2662.96	2793.04	2929.12	3071.12	4963.05	6654.09
APT	B2M	SR DATA BASE ADMINISTRATOR	3277.84	3450.40	3632.08	3811.20	3999.76	4196.08	4406.00	7101.99	9546.33
APT	J23	SR EPIDEMIOLOGIST	2593.60	2730.16	2873.92	3013.36	3160.80	3314.48	3477.52	5619.47	7534.63
APT	V2B	SR HAZARDOUS MATERIALS SPECIALIST	3246.80	3417.76	3597.68	3773.84	3961.28	4156.32	4362.32	7034.73	9451.69
APT	R70	SR HOSPITAL CLINICAL PSYCHOLOGIST	3224.72	3394.48	3573.20	3748.40	3933.12	4127.12	4330.32	6986.89	9382.36

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APT	P94	SR HOSPITAL PSYCHOLOGICAL ASST	2415.60	2542.80	2676.64	2807.20	2943.36	3087.04	3238.08	5233.80	7015.84
APT	V73	SR PARALEGAL	2142.48	2255.28	2374.00	2490.64	2612.56	2740.32	2873.92	4642.04	6226.83
APT	R3P	SR PSYCHOSOCIAL OCC THERAPIST	2788.16	2934.96	3089.44	3239.64	3398.80	3564.08	3739.12	6041.01	8101.43
APT	V34	SR REVENUE COLLECTIONS OFFICER	1913.12	2013.84	2119.84	2222.64	2329.52	2444.00	2563.44	4145.09	5554.12
APT	K18	SR TELECOMMUNICATIONS TECHNICIAN	2438.40	2566.80	2701.92	2833.60	2971.60	3116.40	3269.12	5283.20	7083.09
APT	P73	SSA APPLCTN DEV SPC EMPL SV I	1986.16	2090.72	2200.80	2307.68	2419.44	2538.24	2662.96	4303.35	5769.75
APT	P72	SSA APPLCTN DEV SPC EMPL SV II	2496.96	2628.40	2766.80	2901.20	3041.76	3190.88	3346.80	5410.08	7251.40
APT	D8F	STUDENT INTERN - LEVEL I-715	684.72	720.80	758.80	796.80	836.72	878.56	922.56	1483.56	1998.88
APT	D8G	STUDENT INTERN - LEVEL II-715	1095.92	1153.60	1214.32	1274.96	1338.80	1405.76	1476.08	2374.49	3198.17
APT	D8H	STUDENT INTERN - LEVEL III-715	1369.84	1442.00	1517.92	1593.92	1673.68	1757.36	1845.28	2967.99	3998.11
APT	D8J	STUDENT INTERN - LEVEL IV-715	1712.40	1802.56	1897.44	1992.40	2092.00	2196.64	2306.64	3710.20	4997.72
APT	G6S	SYSTEMS SOFTWARE ENGINEER I	2771.60	2917.52	3071.12	3222.00	3379.60	3544.56	3719.52	6005.13	8058.96
APT	G6T	SYSTEMS SOFTWARE ENGINEER II	3109.12	3272.80	3445.12	3614.80	3792.88	3980.16	4176.40	6736.43	9048.87
APT	R41	THERAPY AIDE	1363.76	1435.60	1511.20	1581.60	1658.96	1738.88	1821.76	2954.81	3947.15
APT	R48	THERAPY TECHNICIAN	1376.08	1448.56	1524.88	1598.24	1675.28	1755.44	1839.76	2981.51	3986.15
APT	X36	TRANSPORTATION OFFICER	1519.04	1599.04	1683.28	1764.08	1848.80	1938.00	2031.92	3291.25	4402.49
APT	S6A	ULTRASONOGRAPHER I - A	2643.44	2782.64	2929.12	3071.12	3222.00	3346.16	3544.56	5727.45	7679.88
APT	S6B	ULTRASONOGRAPHER I - B	2802.08	2949.60	3104.88	3255.28	3444.40	3582.32	3757.28	6071.17	8140.77
APT	S6C	ULTRASONOGRAPHER I - C	2960.72	3116.56	3280.64	3439.60	3608.64	3785.12	3969.92	6414.89	8601.49
APT	S9A	ULTRASONOGRAPHER II - A	3112.48	3276.32	3448.80	3617.92	3794.80	3982.08	4178.72	6743.71	9053.89
APT	S9B	ULTRASONOGRAPHER II - B	3200.56	3369.04	3546.40	3720.32	3902.16	4094.80	4296.96	6934.55	9310.08
APT	S9C	ULTRASONOGRAPHER II - C	3288.72	3461.84	3644.08	3822.80	4009.60	4207.52	4415.20	7125.56	9566.27
APT	S9D	ULTRASONOGRAPHER II - D	3347.36	3523.60	3709.12	3891.04	4081.28	4282.72	4494.08	7252.61	9737.17
APT	H94	UNIT SUPPORT ASSISTANT	1290.32	1358.24	1429.76	1496.96	1567.52	1643.04	1723.12	2795.69	3733.43
APT	R86	URODYNAMIC TECHNICIAN	1716.08	1806.40	1901.52	1992.96	2090.08	2190.24	2297.20	3718.17	4977.27
APT	R63	UROLOGY CLINICAL COORD	1699.92	1789.44	1883.68	1974.24	2070.64	2169.92	2274.96	3683.16	4929.08
APT	X83	VECTOR CONTROL COMM RES SPC	2357.76	2481.92	2612.56	2740.32	2873.92	3013.36	3160.80	5108.48	6848.40
APT	X73	VECTOR CONTROL ECOLOGY ED SPEC	1948.64	2051.20	2159.20	2263.68	2374.00	2490.64	2612.56	4222.05	5660.55
APT	X72	VETERAN SERVICES REPRESENTATIVE I	1757.12	1849.68	1947.04	2041.12	2140.08	2243.84	2352.48	3807.09	5097.04
APT	X71	VETERAN SERVICES REPRESENTATIVE II	1931.36	2033.04	2140.08	2243.84	2352.48	2467.20	2588.16	4184.61	5607.68
APT	X81	WEED ABATEMENT INSPECTOR	1442.40	1518.32	1598.24	1675.28	1755.44	1839.76	1929.04	3125.20	4179.59
APT	V29	WEIGHTS & MEASURES INSPECTOR I	1434.96	1510.56	1590.08	1667.76	1747.36	1831.28	1919.68	3109.08	4159.31
APT	V28	WEIGHTS & MEASURES INSPECTOR II	1576.88	1659.92	1747.36	1831.28	1919.68	2013.12	2110.40	3416.57	4572.53

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APT	V27	WEIGHTS & MEASURES INSPECTOR III	1732.48	1823.68	1919.68	2013.12	2110.40	2211.84	2318.72	3753.71	5023.89
APT	V8B	WELFARE FRAUD INVESTIGATOR	2550.40	2684.64	2826.00	2967.46	3116.31	3273.59	3438.39	5525.87	7449.85
APT	V80	ZONING INVESTIGATOR	2053.12	2161.20	2274.96	2385.68	2502.48	2625.04	2753.44	4448.43	5965.79
BC	T90	AIRPORT OPERATIONS WORKER	1407.84	1482.00	1560.00	1635.76	1714.32	1796.32	1883.68	3050.32	4081.31
BC	V57	ANIMAL CONTROL OFFICER	1519.04	1599.04	1683.28	1764.08	1848.80	1938.00	2031.92	3291.25	4402.49
BC	K13	ASSOC TELECOMMUNICATIONS TECHNICIAN	1683.92	1772.56	1865.92	1956.56	2051.36	2150.48	2254.72	3648.49	4885.23
BC	L36	ASSOCIATE COMM SYSTEMS TECHNICIAN	1683.92	1772.56	1865.92	1956.56	2051.36	2150.48	2254.72	3648.49	4885.23
BC	M33	AUTO BODY REPAIR SHOP FOREPERSON	2024.96	2131.60	2243.84	2352.48	2467.20	2588.16	2715.36	4387.41	5883.28
BC	M24	AUTOMOTIVE ATTENDANT	1290.32	1358.24	1429.76	1496.96	1567.52	1643.04	1723.12	2795.69	3733.43
BC	M19	AUTOMOTIVE MECHANIC	1931.36	2033.04	2140.08	2243.84	2352.48	2467.20	2588.16	4184.61	5607.68
BC	M57	AUTOMOTIVE MECHANIC HELPER	1592.00	1675.84	1764.08	1848.80	1938.00	2031.92	2130.16	3449.33	4615.35
BC	H63	BAKER	1576.88	1659.92	1747.36	1831.28	1919.68	2013.12	2110.40	3416.57	4572.53
BC	F91	BINDERY WORKER I	1192.88	1255.68	1321.84	1384.24	1450.24	1517.76	1590.08	2584.57	3445.17
BC	F90	BINDERY WORKER II	1296.24	1364.48	1436.32	1504.16	1574.40	1650.72	1730.72	2808.52	3749.89
BC	K06	BIOMEDICAL EQUIPMENT TECHNICIAN I	1807.60	1902.80	2002.96	2099.76	2200.80	2307.68	2419.44	3916.47	5242.12
BC	K03	BIOMEDICAL EQUIPMENT TECHNICIAN II	2163.20	2277.12	2397.04	2514.16	2637.44	2766.80	2901.20	4686.93	6285.93
BC	M45	BUILDING SYSTEMS MONITOR	1526.32	1606.72	1691.36	1772.32	1857.36	1947.04	2041.12	3307.03	4422.43
BC	L37	COMMUNICATIONS SYSTEMS TECHNICIAN	2247.76	2366.08	2490.64	2612.56	2740.32	2873.92	3013.36	4870.15	6528.95
BC	H60	COOK I	1296.24	1364.48	1436.32	1504.16	1574.40	1650.72	1730.72	2808.52	3749.89
BC	H59	COOK II	1427.28	1502.48	1581.60	1658.96	1738.88	1821.76	1910.32	3092.44	4139.03
BC	G74	CUSTODY SUPPORT ASSISTANT	1427.28	1502.48	1581.60	1658.96	1738.88	1821.76	1910.32	3092.44	4139.03
BC	E49	DAY CARE CENTER AIDE	1519.04	1599.04	1683.28	1764.08	1848.80	1938.00	2031.92	3291.25	4402.49
BC	H64	DIETETIC ASSISTANT	1427.28	1502.48	1581.60	1658.96	1738.88	1821.76	1910.32	3092.44	4139.03
BC	G7E	ELECTION SYSTEMS TECHNICIAN I	1607.12	1691.76	1780.80	1865.92	1956.56	2051.36	2150.48	3482.09	4659.37
BC	G7D	ELECTION SYSTEMS TECHNICIAN II	1765.76	1858.72	1956.56	2051.36	2150.48	2254.72	2363.20	3825.81	5120.27
BC	K93	ELECTRICAL ELECTRONIC ASSISTANT	1688.48	1756.32	1848.80	1938.00	2031.92	2130.16	2232.96	3615.04	4838.08
BC	K92	ELECTRICAL ELECTRONIC TECHNICIAN	2073.20	2182.32	2297.20	2408.40	2526.16	2650.32	2779.84	4491.93	6022.99
BC	G88	ELECTRICAL STOREKEEPER	1395.76	1469.28	1546.64	1620.56	1698.40	1780.80	1865.92	3024.15	4042.83
BC	K94	ELECTRONIC REPAIR TECHNICIAN	1904.56	2004.88	2110.40	2211.84	2318.72	2432.40	2551.52	4126.55	5528.29
BC	M28	EMERGENCY VEHICLE EQUIPMENT INSTALLER	1748.96	1841.04	1938.00	2031.92	2130.16	2232.96	2340.96	3789.41	5072.08
BC	M20	FACILITIES MAINTENANCE REPRESENTATIVE	1851.28	1948.72	2051.36	2150.48	2254.72	2363.20	2478.96	4011.11	5371.08
BC	H21	FACILITIES SERVICES WORKER	1231.76	1296.64	1364.96	1429.76	1496.96	1567.52	1643.04	2668.81	3559.92
BC	M26	FLEET PARTS COORDINATOR	1519.04	1599.04	1683.28	1764.08	1848.80	1938.00	2031.92	3291.25	4402.49

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BC	M18	FLEET SERVICES ASSISTANT MECHANIC	1691.84	1780.96	1874.72	1965.12	2060.56	2159.20	2263.68	3665.65	4904.64
BC	M17	FLEET SERVICES MECHANIC	2042.88	2150.48	2263.68	2374.00	2490.64	2612.56	2740.32	4426.24	5937.36
BC	H67	FOOD SERVICE WORKER I	1128.96	1188.40	1250.96	1309.60	1371.52	1436.32	1504.16	2446.08	3259.01
BC	H66	FOOD SERVICE WORKER II	1181.84	1244.08	1309.60	1371.52	1436.32	1504.16	1574.40	2560.65	3411.20
BC	H68	FOOD SERVICE WORKER-CORR	1204.08	1267.52	1334.24	1397.20	1463.44	1531.76	1605.60	2608.84	3478.80
BC	H28	GARDENER	1511.84	1591.44	1675.28	1755.44	1839.76	1929.04	2022.00	3275.65	4381.00
BC	M48	GENERAL MAINTENANCE MECHANIC I	1434.96	1510.56	1590.08	1667.76	1747.36	1831.28	1919.68	3109.08	4159.31
BC	M47	GENERAL MAINTENANCE MECHANIC II	1576.88	1659.92	1747.36	1831.28	1919.68	2013.12	2110.40	3416.57	4572.53
BC	N96	HOSPITAL STATIONARY ENGINEER	2005.84	2111.44	2222.64	2329.52	2444.00	2563.44	2689.12	4345.99	5826.43
BC	N94	INSTITUTIONAL MAINTENANCE ENGINEER	1732.48	1823.68	1919.68	2013.12	2110.40	2211.84	2318.72	3753.71	5023.89
BC	H18	JANITOR	1209.36	1273.04	1340.08	1403.84	1469.60	1539.04	1613.20	2620.28	3495.27
BC	V58	KENNEL ATTENDANT	1237.68	1302.88	1371.52	1436.32	1504.16	1574.40	1650.72	2681.64	3576.56
BC	H86	LAUNDRY WORKER I	1181.84	1244.08	1309.60	1371.52	1436.32	1504.16	1574.40	2560.65	3411.20
BC	H84	LAUNDRY WORKER II	1231.76	1296.64	1364.96	1429.76	1496.96	1567.52	1643.04	2668.81	3559.92
BC	K19	MEDICAL EQUIPMENT REPAIRER	1532.72	1613.44	1698.40	1780.80	1865.92	1956.56	2051.36	3320.89	4444.61
BC	R75	MEDICAL LABORATORY ASSISTANT I	1277.92	1345.20	1416.00	1482.56	1552.56	1628.08	1706.32	2768.83	3697.03
BC	E28	MESSENGER DRIVER	1237.68	1302.88	1371.52	1436.32	1504.16	1574.40	1650.72	2681.64	3576.56
BC	M49	OCCUPATIONAL THERAPY TECHNICIAN	1931.36	2033.04	2140.08	2243.84	2352.48	2467.20	2588.16	4184.61	5607.68
BC	F81	OFFSET PRESS OPERATOR I	1209.36	1273.04	1340.08	1403.84	1469.60	1539.04	1613.20	2620.28	3495.27
BC	F80	OFFSET PRESS OPERATOR II	1519.04	1599.04	1683.28	1764.08	1848.80	1938.00	2031.92	3291.25	4402.49
BC	F85	OFFSET PRESS OPERATOR III	1613.04	1698.00	1787.44	1874.72	1965.12	2060.56	2159.20	3494.92	4678.27
BC	G66	OPERATING ROOM STOREKEEPER	1363.76	1435.60	1511.20	1581.60	1658.96	1738.88	1821.76	2954.81	3947.15
BC	T13	PARK EQUIPMENT OPERATOR	1798.56	1893.28	1992.96	2090.08	2190.24	2297.20	2408.40	3896.88	5218.20
BC	T95	PARK MAINTENANCE CRAFTS WORKER	1757.12	1849.68	1947.04	2041.12	2140.08	2243.84	2352.48	3807.09	5097.04
BC	T93	PARK MAINTENANCE CREW CHIEF	2073.20	2182.32	2297.20	2408.40	2526.16	2650.32	2779.84	4491.93	6022.99
BC	T17	PARK MAINTENANCE WORKER I	1434.96	1510.56	1590.08	1667.76	1747.36	1831.28	1919.68	3109.08	4159.31
BC	T16	PARK MAINTENANCE WORKER II	1635.92	1722.08	1812.72	1901.52	1992.96	2090.08	2190.24	3544.49	4745.52
BC	T32	PARK SERVICES ATTENDANT	909.52	957.44	1007.84	1060.24	1111.68	1162.80	1216.88	1970.63	2636.57
BC	M38	PARKING LOT CHECKER	1296.24	1364.48	1436.32	1504.16	1574.40	1650.72	1730.72	2808.52	3749.89
BC	M35	PARKING PATROL COORDINATOR	1505.04	1584.32	1667.76	1747.36	1831.28	1919.68	2013.12	3260.92	4361.76
BC	F26	PRINT-ON-DEMAND OPERATOR	1519.04	1599.04	1683.28	1764.08	1848.80	1938.00	2031.92	3291.25	4402.49
BC	F82	PRODUCTION GRAPHICS TECHNICIAN	1561.92	1644.16	1730.72	1812.72	1901.52	1992.96	2090.08	3384.16	4528.51
BC	M3A	RECORDS RETENTION DRIVER	1255.52	1321.60	1391.20	1456.32	1524.88	1598.24	1675.28	2720.29	3629.77

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BC	N43	RESIDENT ROAD MAINTENANCE WORKER III	1790.08	1884.32	1983.52	2080.64	2180.00	2285.60	2397.04	3878.51	5193.59
BC	N41	RESIDENT ROAD MAINTENANCE WORKER IV	1967.36	2070.96	2180.00	2285.60	2397.04	2514.16	2637.44	4262.61	5714.45
BC	N69	ROAD DISPATCHER	1807.60	1902.80	2002.96	2099.76	2200.80	2307.68	2419.44	3916.47	5242.12
BC	N67	ROAD MAINTENANCE WORKER I	1427.28	1502.48	1581.60	1658.96	1738.88	1821.76	1910.32	3092.44	4139.03
BC	N66	ROAD MAINTENANCE WORKER II	1569.28	1651.92	1738.88	1821.76	1910.32	2002.96	2099.76	3400.11	4549.48
BC	N65	ROAD MAINTENANCE WORKER III	1724.00	1814.80	1910.32	2002.96	2099.76	2200.80	2307.68	3735.33	4999.97
BC	N64	ROAD MAINTENANCE WORKER IV	1894.96	1994.72	2099.76	2200.80	2307.68	2419.44	2538.24	4105.75	5499.52
BC	N61	ROAD OPERATIONS SUPERVISOR	2290.64	2411.28	2538.24	2662.96	2793.04	2929.12	3071.12	4963.05	6654.09
BC	T07	SEASONAL PARK WORKER	998.16	1050.72	1106.08	1161.44	1219.60	1280.64	1344.80	2162.68	2913.73
BC	N63	SIGN SHOP TECHNICIAN	1644.08	1730.64	1821.76	1910.32	2002.96	2099.76	2200.80	3562.17	4788.40
BC	H5A	SPECIAL QUALIFICATIONS WORKER - ACE	1003.20	1056.08	1111.68	1162.80	1216.88	1274.16	1334.24	2173.60	2890.85
BC	K01	SR BIOMEDICAL EQUIPMENT TECHNICIAN	2380.24	2505.52	2637.44	2766.80	2901.20	3041.76	3190.88	5157.19	6913.57
BC	K20	SR COMMUNICATION SYSTEMS TECHNICIAN	2438.40	2566.80	2701.92	2833.60	2971.60	3116.40	3269.12	5283.20	7083.09
BC	K91	SR ELECTRICAL ELECTRONIC TECHNICIAN	2438.40	2566.80	2701.92	2833.60	2971.60	3116.40	3269.12	5283.20	7083.09
BC	N95	SR HOSPITAL STATIONARY ENGINEER	2205.60	2321.76	2444.00	2563.44	2689.12	2820.24	2957.44	4778.80	6407.79
BC	T27	SR PARK MAINTENANCE WORKER	1967.36	2070.96	2180.00	2285.60	2397.04	2514.16	2637.44	4262.61	5714.45
BC	G76	SR WAREHOUSE MATERIALS HANDLER	1482.80	1560.88	1643.04	1723.12	1804.32	1892.40	1983.52	3212.73	4297.63
BC	N93	STATIONARY ENGINEER	1913.12	2013.84	2119.84	2222.64	2329.52	2444.00	2563.44	4145.09	5554.12
BC	G82	STOCK CLERK	1255.52	1321.60	1391.20	1456.32	1524.88	1598.24	1675.28	2720.29	3629.77
BC	G81	STOREKEEPER	1337.92	1408.40	1482.56	1552.56	1628.08	1706.32	1787.44	2898.83	3872.79
BC	L35	TELECOMMUNICATIONS TECHNICIAN	2247.76	2366.08	2490.64	2612.56	2740.32	2873.92	3013.36	4870.15	6528.95
BC	N80	TRAFFIC PAINTER I	1547.12	1628.56	1714.32	1796.32	1883.68	1974.24	2070.64	3352.09	4486.39
BC	N79	TRAFFIC PAINTER II	1699.92	1789.44	1883.68	1974.24	2070.64	2169.92	2274.96	3683.16	4929.08
BC	N78	TRAFFIC PAINTER III	1904.56	2004.88	2110.40	2211.84	2318.72	2432.40	2551.52	4126.55	5528.29
BC	H17	UTILITY WORKER	1296.24	1364.48	1436.32	1504.16	1574.40	1650.72	1730.72	2808.52	3749.89
BC	X78	VECTOR CONTROL TECHNICIAN I	1539.84	1620.96	1706.32	1787.44	1874.72	1965.12	2060.56	3336.32	4484.55
BC	X77	VECTOR CONTROL TECHNICIAN II	1660.32	1747.76	1839.76	1929.04	2022.00	2119.84	2222.64	3597.36	4815.72
BC	X76	VECTOR CONTROL TECHNICIAN III	1824.80	1920.88	2022.00	2119.84	2222.64	2329.52	2444.00	3953.73	5295.33
BC	X79	VECTOR CONTROL TRAINEE	1401.12	1474.88	1552.56	1628.08	1706.32	1787.44	1874.72	3035.76	4061.89
BC	G77	WAREHOUSE MATERIALS HANDLER	1277.92	1345.20	1416.00	1482.56	1552.56	1628.08	1706.32	2768.83	3697.03
BC	Z7A	WAREHOUSE MATERIALS HANDLER-U	1277.92	1345.20	1416.00	1482.56	1552.56	1628.08	1706.32	2768.83	3697.03
CLK	D98	ACCOUNT CLERK I	1255.52	1321.60	1391.20	1456.32	1524.88	1598.24	1675.28	2720.29	3629.77
CLK	D97	ACCOUNT CLERK II	1369.68	1441.84	1517.76	1590.08	1667.76	1747.36	1831.28	2967.64	3967.77

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CLK	C60	ADMINISTRATIVE ASSISTANT	1511.84	1591.44	1675.28	1755.44	1839.76	1929.04	2022.00	3275.65	4381.00
CLK	D88	ASSESSMENT CLERK	1363.76	1435.60	1511.20	1581.60	1658.96	1738.88	1821.76	2954.81	3947.15
CLK	D55	BOARD CLERK I	1635.92	1722.08	1812.72	1901.52	1992.96	2090.08	2190.24	3544.49	4745.52
CLK	D54	BOARD CLERK II	1816.72	1912.40	2013.12	2110.40	2211.84	2318.72	2432.40	3936.23	5270.20
CLK	D81	CASHIER	1249.20	1314.96	1384.24	1450.24	1517.76	1590.08	1667.76	2706.60	3613.48
CLK	F19	CHILD SUPPORT DOCUMENT EXAMINER	1652.64	1739.68	1831.28	1919.68	2013.12	2110.40	2211.84	3580.72	4792.32
CLK	F57	CLERK-RECORDER OFFICE SPECIALIST I	1231.76	1296.64	1364.96	1429.76	1496.96	1567.52	1643.04	2668.81	3559.92
CLK	F56	CLERK-RECORDER OFFICE SPECIALIST II	1350.96	1422.08	1496.96	1567.52	1643.04	1723.12	1804.32	2927.08	3909.36
CLK	F55	CLERK-RECORDER OFFICE SPECIALIST III	1613.04	1698.00	1787.44	1874.72	1965.12	2060.56	2159.20	3494.92	4678.27
CLK	D72	CLIENT SERVICES TECHNICIAN	1369.68	1441.84	1517.76	1590.08	1667.76	1747.36	1831.28	2967.64	3967.77
CLK	G33	DATA ENTRY OPERATOR	1243.36	1308.88	1377.84	1442.96	1511.20	1581.60	1658.96	2693.95	3594.41
CLK	G34	DATA ENTRY OPERATOR TRAINEE	1078.40	1135.20	1194.96	1250.96	1309.60	1371.52	1436.32	2336.53	3112.03
CLK	D03	DATA OFFICE SPECIALIST	1482.80	1560.88	1643.04	1723.12	1804.32	1892.40	1983.52	3212.73	4297.63
CLK	G97	ELECTION SPECIALIST	1765.76	1858.72	1956.56	2051.36	2150.48	2254.72	2363.20	3825.81	5120.27
CLK	C29	EXECUTIVE ASSISTANT I	1635.92	1722.08	1812.72	1901.52	1992.96	2090.08	2190.24	3544.49	4745.52
CLK	C19	EXECUTIVE ASSISTANT II	1798.56	1893.28	1992.96	2090.08	2190.24	2297.20	2408.40	3896.88	5218.20
CLK	J69	HEALTH INFORMATION CLERK I	1149.84	1210.40	1274.16	1334.24	1397.20	1463.44	1531.76	2491.32	3318.81
CLK	J68	HEALTH INFORMATION CLERK II	1231.76	1296.64	1364.96	1429.76	1496.96	1567.52	1643.04	2668.81	3559.92
CLK	J67	HEALTH INFORMATION CLERK III	1376.08	1448.56	1524.88	1598.24	1675.28	1755.44	1839.76	2981.51	3986.15
CLK	J78	HEALTH INFORMATION TECHNICIAN I	1489.68	1568.16	1650.72	1730.72	1812.72	1901.52	1992.96	3227.64	4318.08
CLK	J77	HEALTH INFORMATION TECHNICIAN II	1851.28	1948.72	2051.36	2150.48	2254.72	2363.20	2478.96	4011.11	5371.08
CLK	D2E	HEALTH SERVICES REPRESENTATIVE	1388.96	1462.08	1539.04	1613.20	1691.36	1772.32	1857.36	3009.41	4024.28
CLK	G52	HOSPITAL COMMUNICATIONS OPERATOR	1296.24	1364.48	1436.32	1504.16	1574.40	1650.72	1730.72	2808.52	3749.89
CLK	D29	HOUSE STAFF COORD	1716.08	1806.40	1901.52	1992.96	2090.08	2190.24	2297.20	3718.17	4977.27
CLK	F38	JUSTICE SYSTEM CLERK I	1388.96	1462.08	1539.04	1613.20	1691.36	1772.32	1857.36	3009.41	4024.28
CLK	F37	JUSTICE SYSTEM CLERK II	1644.08	1730.64	1821.76	1910.32	2002.96	2099.76	2200.80	3562.17	4768.40
CLK	D5F	LAFCO OFFICE SPECIALIST	1799.44	1894.16	1993.92	2091.60	2192.24	2299.04	2409.20	3898.79	5219.93
CLK	D43	LAW ENFORCEMENT CLERK	1401.12	1474.88	1552.56	1628.08	1706.32	1787.44	1874.72	3035.76	4061.89
CLK	D63	LAW ENFORCEMENT RECORDS SPECIALIST	1824.80	1920.88	2022.00	2119.84	2222.64	2329.52	2444.00	3953.73	5295.33
CLK	D42	LAW ENFORCEMENT RECORDS TECHNICIAN	1660.32	1747.76	1839.76	1929.04	2022.00	2119.84	2222.64	3597.36	4815.72
CLK	F14	LEGAL CLERK	1613.04	1698.00	1787.44	1874.72	1965.12	2060.56	2159.20	3494.92	4678.27
CLK	F16	LEGAL CLERK TRAINEE	1539.84	1620.96	1706.32	1787.44	1874.72	1965.12	2060.56	3336.32	4484.55
CLK	D70	LEGAL SECRETARY I	1668.48	1756.32	1848.80	1938.00	2031.92	2130.16	2232.96	3615.04	4838.08

**SALARY PLAN
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Union Code	Job Code	Job Title	Biweekly Step 98	Biweekly Step 99	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Monthly Step 98	Monthly Step 5
CLK	D66	LEGAL SECRETARY II	1833.76	1930.32	2031.92	2130.16	2232.96	2340.96	2455.52	3973.15	5320.29
CLK	D74	LEGAL SECRETARY TRAINEE	1357.36	1428.88	1504.16	1574.40	1650.72	1730.72	1812.72	2940.95	3927.56
CLK	E55	LIBRARY CLERK I	1165.28	1226.64	1291.20	1352.40	1416.00	1482.56	1552.56	2524.77	3363.88
CLK	E54	LIBRARY CLERK II	1231.76	1296.64	1364.96	1429.76	1496.96	1567.52	1643.04	2668.81	3559.92
CLK	E16	LIBRARY PAGE	800.00	842.16	886.56	930.96	977.44	1026.40	1077.76	1733.33	2335.15
CLK	E24	LIBRARY TECHNICIAN	1149.84	1210.40	1274.16	1334.24	1397.20	1463.44	1531.76	2491.32	3318.81
CLK	D79	MEDICAL ADMIN ASSISTANT I	1547.12	1628.56	1714.32	1796.32	1883.68	1974.24	2070.64	3352.09	4486.39
CLK	D76	MEDICAL ADMIN ASSISTANT II	1716.08	1806.40	1901.52	1992.96	2090.08	2190.24	2297.20	3718.17	4977.27
CLK	D75	MEDICAL OFFICE SPECIALIST	1395.76	1469.28	1546.64	1620.56	1698.40	1780.80	1865.92	3024.15	4042.83
CLK	D87	MEDICAL TRANSCRIPTIONIST	1511.84	1591.44	1675.28	1755.44	1839.76	1929.04	2022.00	3275.65	4381.00
CLK	D02	MEDICAL UNIT CLERK	1388.96	1462.08	1539.04	1613.20	1691.36	1772.32	1857.36	3009.41	4024.28
CLK	E61	MENTAL HEALTH OFFICE SPECIALIST	1414.64	1489.12	1567.52	1643.04	1723.12	1804.32	1892.40	3065.05	4100.20
CLK	D51	OFFICE SPECIALIST I	1149.84	1210.40	1274.16	1334.24	1397.20	1463.44	1531.76	2491.32	3318.81
CLK	D49	OFFICE SPECIALIST II	1231.76	1296.64	1364.96	1429.76	1496.96	1567.52	1643.04	2668.81	3559.92
CLK	D09	OFFICE SPECIALIST III	1350.96	1422.08	1496.96	1567.52	1643.04	1723.12	1804.32	2927.08	3909.36
CLK	P71	OPERATING ROOM CLERK	1388.96	1462.08	1539.04	1613.20	1691.36	1772.32	1857.36	3009.41	4024.28
CLK	D48	PATIENT BUSINESS SERVICES CLERK	1401.12	1474.88	1552.56	1628.08	1706.32	1787.44	1874.72	3035.76	4061.89
CLK	C86	PAYROLL SERVICES CLERK	1489.68	1568.16	1650.72	1730.72	1812.72	1901.52	1992.96	3227.64	4318.08
CLK	R21	PHARMACY ASSISTANT	1149.84	1210.40	1274.16	1334.24	1397.20	1463.44	1531.76	2491.32	3318.81
CLK	G71	PRECINCT PLANNING SPECIALIST	2024.96	2131.60	2243.84	2352.48	2467.20	2588.16	2715.36	4387.41	5883.28
CLK	D58	RECORDABLE DOCUMENTS INDEXER	1302.24	1370.80	1442.96	1511.20	1581.60	1658.96	1738.88	2821.52	3767.57
CLK	D57	RECORDS RETENTION SPECIALIST	1209.36	1273.04	1340.08	1403.84	1469.60	1539.04	1613.20	2620.28	3495.27
CLK	D3A	RESOURCES SCHEDULING REPRESENTATIVE	1547.12	1628.56	1714.32	1796.32	1883.68	1974.24	2070.64	3352.09	4486.39
CLK	D62	REVENUE COLLECTIONS CLERK	1388.96	1462.08	1539.04	1613.20	1691.36	1772.32	1857.36	3009.41	4024.28
CLK	E87	SR ACCOUNT CLERK	1489.68	1568.16	1650.72	1730.72	1812.72	1901.52	1992.96	3227.64	4318.08
CLK	D83	SR ASSESSMENT CLERK	1442.40	1518.32	1598.24	1675.28	1755.44	1839.76	1929.04	3125.20	4179.59
CLK	G32	SR DATA ENTRY OPERATOR	1363.76	1435.60	1511.20	1581.60	1658.96	1738.88	1821.76	2954.81	3947.15
CLK	D61	SR DP EQUIPMENT OPERATOR	1607.12	1691.76	1780.80	1865.92	1956.56	2051.36	2150.48	3482.09	4659.37
CLK	D1E	SR HEALTH SERVICES REP	1547.12	1628.56	1714.32	1796.32	1883.68	1974.24	2070.64	3352.09	4486.39
CLK	E39	SR LIBRARY CLERK	1644.08	1730.64	1821.76	1910.32	2002.96	2099.76	2200.80	3562.17	4768.40
CLK	X09	SR OFFICE SPECIALIST	1482.80	1560.88	1643.04	1723.12	1804.32	1892.40	1983.52	3212.73	4297.63
CLK	D45	SR PATIENT BUSINESS SVCS CLERK	1561.92	1644.16	1730.72	1812.72	1901.52	1992.96	2090.08	3384.16	4528.51
CLK	E20	TELECOMMUNICATIONS SRV SPC	1607.12	1691.76	1780.80	1865.92	1956.56	2051.36	2150.48	3482.09	4659.37

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Union Code	Job Code	Job Title	Biweekly Step 98	Biweekly Step 99	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Monthly Step 98	Monthly Step 5
CLK	D11	TRANSCRIPTIONIST	1363.76	1435.60	1511.20	1581.60	1658.96	1738.88	1821.76	2954.81	3947.15
CLK	D04	TUMOR REGISTRAR	1388.96	1462.08	1539.04	1613.20	1691.36	1772.32	1857.36	3009.41	4024.28
CLK	D35	VALLEY HEALTH PLAN ASSISTANT	1434.96	1510.56	1590.08	1667.76	1747.36	1831.28	1919.68	3109.08	4159.31
CLK	D4M	VHP CLAIMS EXAMINER	1401.12	1474.88	1552.56	1628.08	1706.32	1787.44	1874.72	3035.76	4061.89
CLK	D25	VHP MEMBER SERVICES REPRESENTATIVE	1526.32	1606.72	1691.36	1772.32	1857.36	1947.04	2041.12	3307.03	4422.43
EHU	V17	ENVIRONMENTAL HEALTH SPECIALIST TRAINEE	1996.08	2101.20	2211.84	2318.72	2432.40	2551.52	2676.64	4324.84	5799.39
EHU	V16	ENVIRONMENTAL HLTH SPECIALIST	2545.20	2679.20	2820.24	2957.44	3101.84	3253.60	3413.20	5514.60	7395.27
EHU	V18	SR ENVIRONMENTAL HEALTH SPECIALIST	2799.36	2946.72	3101.84	3253.60	3413.20	3580.08	3756.72	6065.28	8139.56
PCU	X55	PROBATION ASSISTANT I	---	---	1944.64	2041.68	2144.08	2251.84	2364.80	4213.39	5123.73
PCU	X54	PROBATION ASSISTANT II	---	---	2262.80	2376.40	2495.20	2619.52	2750.24	4902.73	5958.85
PCU	X45	PROBATION COUNSELOR AIDE	20.76/Hrly		23.06/Hrly						
PCU	X23	PROBATION COUNSELOR I	---	---	2533.28	2659.52	2792.24	2931.84	3078.80	5488.77	6670.73
PCU	X22	PROBATION COUNSELOR II	---	---	2860.24	3003.52	3154.08	3312.40	3478.00	6197.19	7535.67
PHN	S50	PUBLIC HEALTH NURSE I	2839.52	2989.04	3146.40	3300.96	3461.68	3632.08	3811.20	6152.29	8257.60
PHN	S48	PUBLIC HEALTH NURSE II	3183.76	3351.36	3527.76	3701.92	3884.72	4075.92	4276.32	6898.15	9285.36
PHN	S47	PUBLIC HEALTH NURSE III	3426.88	3607.28	3797.20	3984.00	4180.72	4386.24	4602.32	7424.91	9971.69
PHN	S05	PUBLIC HEALTH NURSE PRACTITIONER	2964.80	3120.88	3285.20	3445.12	3614.80	3792.88	3980.16	6423.73	8623.68
PHN	S45	PUBLIC HEALTH NURSE SPECIALIST	3545.52	3732.16	3928.64	4121.60	4323.44	4538.16	4761.60	7681.96	10316.80
WRKR	E50	ELIGIBILITY EXAMINER	1973.36	2077.28	2186.64	2292.56	2404.80	2522.32	2645.76	4275.61	5732.48
WRKR	E47	ELIGIBILITY WORKER I	1451.44	1527.84	1608.32	1686.16	1766.16	1851.92	1940.96	3144.79	4205.41
WRKR	E46	ELIGIBILITY WORKER II	1649.68	1736.56	1828.00	1916.16	2008.96	2105.44	2208.16	3574.31	4784.35
WRKR	E45	ELIGIBILITY WORKER III	1864.96	1963.12	2066.48	2165.92	2270.56	2381.04	2497.12	4040.75	5410.43
WRKR	Y04	MEDICAL SOCIAL WORKER I	2118.24	2229.76	2347.12	2461.76	2582.72	2709.12	2841.04	4589.52	6155.59
WRKR	Y03	MEDICAL SOCIAL WORKER II	2342.32	2465.68	2595.52	2722.00	2854.96	2993.12	3140.32	5075.03	6804.03
WRKR	E65	PROGRAM SERVICES AIDE	1769.44	1862.64	1960.72	2057.04	2155.68	2259.76	2370.16	3833.79	5135.35
WRKR	Y49	SOCIAL WORK COORDINATOR I	2159.44	2273.12	2392.80	2509.36	2632.40	2760.80	2895.44	4678.79	6273.45
WRKR	Y3A	SOCIAL WORKER I	1864.96	1963.12	2066.48	2165.92	2270.56	2381.04	2497.12	4040.75	5410.43
WRKR	Y3B	SOCIAL WORKER II	2058.48	2166.88	2280.96	2392.80	2509.36	2632.40	2760.80	4460.04	5981.73
WRKR	Y3C	SOCIAL WORKER III	2276.32	2396.16	2522.32	2645.76	2774.96	2909.92	3051.92	4932.03	6612.49
WRKR	H19	TEACHING HOME MAKER II	1796.16	1890.72	1990.24	2086.48	2186.64	2292.56	2404.80	3891.68	5210.40

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B.1 Salaries

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

Job Code	Job Title
D98	ACCOUNT CLERK I
D97	ACCOUNT CLERK II
C60	ADMIN ASSISTANT
D88	ASSESSMENT CLERK
D55	BOARD CLERK I
D54	BOARD CLERK II
D81	CASHIER
F19	CHILD SUPPORT DOCMNT EXAMINER
F57	CLERK-RECORDER OFFICE SPC I
F56	CLERK-RECORDER OFFICE SPC II
F55	CLERK-RECORDER OFFICE SPC III
D72	CLIENT SERVICES TECHNICIAN
G33	DATA ENTRY OPERATOR
G34	DATA ENTRY OPERATOR TRAINEE
D03	DATA OFFICE SPECIALIST
G97	ELECTION SPECIALIST
C29	EXEC ASSISTANT I
C19	EXEC ASSISTANT II
J69	HEALTH INFORMATION CLERK I
J68	HEALTH INFORMATION CLERK II
J67	HEALTH INFORMATION CLERK III
J78	HEALTH INFORMATION TECH I
J77	HEALTH INFORMATION TECH II
D2E	HEALTH SERVICES REP
G52	HOSPITAL COMMUNICATIONS OPR
D29	HOUSE STAFF COORD
F38	JUSTICE SYSTEMS CLERK I
F37	JUSTICE SYSTEMS CLERK II
D5F	LAFCO OFFICE SPECIALIST
D43	LAW ENFORCEMENT CLERK
D63	LAW ENFORCEMENT RECORDS SPEC
D42	LAW ENFORCEMENT RECORDS TECH
F14	LEGAL CLERK
F16	LEGAL CLERK TRAINEE

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Job Code	Job Title
D70	LEGAL SECRETARY I
D66	LEGAL SECRETARY II
D74	LEGAL SECRETARY TRAINEE
E55	LIBRARY CLERK I
E54	LIBRARY CLERK II
E16	LIBRARY PAGE
E24	LIBRARY TECHNICIAN
D79	MEDICAL ADMIN ASSISTANT I
D76	MEDICAL ADMIN ASSISTANT II
D75	MEDICAL OFFICE SPECIALIST
D87	MEDICAL TRANSCRIPTIONIST
D02	MEDICAL UNIT CLERK
E61	MENTAL HEALTH OFFICE SPEC
D51	OFFICE SPECIALIST I
D49	OFFICE SPECIALIST II
D09	OFFICE SPECIALIST III
P71	OPERATING ROOM CLERK
D48	PATIENT BUSINESS SERV CLERK
C86	PAYROLL SERVICES CLERK
R2I	PHARMACY ASSISTANT
G71	PRECINCT PLANNING SPECIALIST
D58	RECORDABLE DOCUMENTS INDEXER
D57	RECORDS RETENTION SPECIALIST
D3A	RESOURCES SCHEDULING REP
D62	REVENUE COLLECTIONS CLERK
E87	SR ACCOUNT CLERK
D83	SR ASSESSMENT CLERK
G32	SR DATA ENTRY OPERATOR
D61	SR DP EQUIPMENT OPERATOR
D1E	SR HEALTH SERVICES REP
E39	SR LIBRARY CLERK
X09	SR OFFICE SPECIALIST
D45	SR PATIENT BUSINESS SVCS CLK
E20	TELECOMMUNICATIONS SRV SPC
D11	TRANSCRIPTIONIST
D04	TUMOR REGISTRAR
D35	VHP ASSISTANT
D4M	VHP CLAIMS EXAMINER
D25	VHP MEMBER SERVICES REP

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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 a single telephone line and an electronic information system to distribute transfer opportunities and examination information to clerical workers. The telephone line will be discontinued on July 1, 2012, after the County has completed implementation of informational kiosks as agreed between the Union and the County. The County will provide currently available data via an electronic information system. The system will consist of the following:

- One (1) line (299-3016) with general information on clerical transfer opportunities including unclassified and Office Specialist I and/or Office Specialist II alternately staffed/trainee positions for all County Departments; the transfer information will include the job title, location, hours of work, special skills (if unusual), contact person, and telephone number. This telephone line will also list 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.
 - County intranet (internal) website at www.sccgovatwork and County internet (external) website at www.sccjobs.org which will provide information for open competitive opportunities, promotional opportunities and transfer opportunities including unclassified positions for all County Agencies. The transfer information will include the job title, location, hours of work, special skills (if unusual), contact person, and telephone number. The current promotional and open competitive examinations information will include title, final filing date, testing dates. If cutoff dates are established for continuous examinations, that information will be included also.
- 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 the County intranet website and internet websites when revised information is available.
 - c) Designated Chief Stewards will receive every two weeks job summaries update via e-mail. The Union will provide the County annually with a list of the

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designated Chief Stewards with their updated contact information. 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 six (6) members and one alternate selected by the Union and six (6) members and one alternate 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 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 every six months to review the value of the courses and recommend revisions in curriculum
 3. The Joint Labor-Management Committee will be responsible for reviewing statistics on expenditures of the fund established for the program.
- 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.
- d) When applicable, Section 12.9(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.

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- 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 521).

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
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

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

b) **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 will not have disciplinary responsibilities. 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 the functions defined in Article 20, Section 20.3 of the Master Agreement:

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	Senior Account Clerk
Executive Assistant II	Senior Assessment Clerk
Health Information Clerk III	Senior Data Entry Operator
Health Information Technician II	Senior Health Services Rep.
Justice Systems Clerk II	Senior Library Clerk
Law Enforcement Records Specialist	Senior Office Specialist
Law Enforcement Records Technician	Senior Patient Bus. Svc. 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 24.

c) **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:

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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.

d) **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:

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) **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

g) **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.

h) **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.

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- i) **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.

- j) **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.

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.

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

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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 or Office Specialist I
Legal Clerk Trainee/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 III/ Office Specialist II
Client Services Technician/Office Specialist III /Office Specialist II
Library Clerk I/Library Page

- 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.
- b) 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.
- c) 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 and meet minimum qualifications of the higher level classification within nine (9) months.
- d) 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

APPENDIX B – CLERICAL UNIT

electronic information system 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.

- e) Once an incumbent meets the minimum qualifications for the higher level class, receives a favorable promotional rating form, and after the completion of six (6) months in the lower class, he/she will be eligible to promote to the next higher classification listed in B.12. If the incumbent receives a favorable promotional rating form and meets the minimum qualifications of the higher level classification, he/she shall be promoted to the higher level classification at the beginning of the next pay period. If the incumbent does not receive a favorable promotional rating in six months, he/she shall then be eligible to receive a second promotional rating form after another three months, in accordance with the timelines specified in the Merit System Rules.
- f) If the wage difference exceeds the upward salary change of 12% between the lower level classification and the next level alternately staffed classification wage band (transfer band), the incumbent must pass a qualifying exam which will consist of a written test and a favorable promotional rating prior to promotion. Should the worker not pass the qualifying exam, he/she 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. If the exam is taken through the regular recruitment process, it will be treated as the qualifying exam under this section. If the incumbent does not pass a qualifying exam, he/she shall then be eligible to receive a second qualifying exam after another three months, in accordance with the timelines specified in the Merit System Rules.
- g) If a worker fails the written examination and/or does not receive a favorable promotional rating after nine (9) months, he/she 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.

APPENDIX B – CLERICAL UNIT

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.

- 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.

APPENDIX B – CLERICAL UNIT

DATED: _____

SANTA CLARA COUNTY
NEGOTIATING COMMITTEE

CLERICAL UNIT
SEIU LOCAL 521

Pablo Pineda

Socorro Alfaro

Michelle Covarrubias

Patricia Clay

George Doorley

Martin Contreras

Karen Hodskins

Bernie DeArman

Derek Wolfgram

Christine Garnica

Dianne Hageman

Edward Morillo

Roberta L. Villegas

APPENDIX C – PUBLIC HEALTH NURSING UNIT

APPENDIX C - PUBLIC HEALTH NURSING UNIT

C.1 – Job classifications

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

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

At the expiration of the current master agreement, salary realignment proposals for the Public Health Nurse unit may be submitted during negotiations for a successor agreement.

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.

C.5 - Transfer Information System and Procedures

- a) 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

APPENDIX C – PUBLIC HEALTH NURSING UNIT

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.

- b) 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.

C.6 - Work Out of Classification Assignment

- a)
 - 1. The Director of Public Health Nursing or the appropriate level of
 - 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.
- b) 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, management may extend the short-term WOOC assignment for up to two (2) pay periods when necessary.
 - 1. All PHN staff interested in short-term WOOC will submit their name, in writing, to the Public Health Nurse Manager. Short-term WOOC assignments will be assigned as equally as practicable.
 - 2. At least once a year, management will notify PHN staff of the opportunity to submit his/her name for the interest list described in b)1.

APPENDIX C – PUBLIC HEALTH NURSING UNIT

- c) 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.
- d) 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.

C.7 - Split Codes

- a) 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.
- b) **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.
 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

APPENDIX C – PUBLIC HEALTH NURSING UNIT

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, ten thousand dollars (\$10,000) over the 2011-2013 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.
 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.

APPENDIX C – PUBLIC HEALTH NURSING UNIT

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 of the Public Health Department, revised and ratified January 21, 2009. 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 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.

APPENDIX C – 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.
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.

APPENDIX C – PUBLIC HEALTH NURSING UNIT

- 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 I/II 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.

Field safety will be addressed by Administration with input from the Professional Performance Committee and 2011 Public Health Nurse Unit Bargaining Team including but not limited to the following:

- 1. Develop a Public Health Department Field Safety Policy (including a Procedure for flagging patient records).
- 2. Develop a Public Health Field Safety Guide
- 3. Review of safety issues as needed and make recommendations to the Director of Public Health Nursing.

APPENDIX C – PUBLIC HEALTH NURSING UNIT

See Appendix J for guidelines for the Departmental Safety Committee that includes reporting procedures to be used for field safety issues.

C.14 - Lead Assignments

The County and the Union agree to have a Public Health Nurse II Lead for each regional office or Public Health Nurse program, not to exceed 5 Leads, to be a resource and mentor to staff, and to support the Public Health Nurse Manager I or II in accordance with Section 19.3 in the Master Agreement. The Lead will not have disciplinary responsibilities. Each Lead assignment will be for a two-year rotation. By mutual agreement there can be an optional third year rotation if there are no other qualified volunteers. The Public Health Nurse II Leads shall receive a 5% differential for this assignment. After a request for volunteers and giving consideration to qualified volunteers the Public Health Nurse Manager, or the Director of Public Health Nursing, will determine the Lead assignments.

C.15 - Administrative Transfers

Based on the operational needs identified by the Department, administrative transfers between two geographical locations will be conducted as follows:

1. Appropriate notice will be given to potentially impacted employees to allow for volunteers.
2. Utilize volunteers with consideration given to work-life balance.
3. In the absence of volunteers, the final determination will be made by the Nursing Director or the designee.

Upon the Union's request the Department will meet with the Union and explain the business rational and consider alternatives. Should administrative transfers impact wages, hours or working conditions, the County and the Union agree to meet and confer.

APPENDIX C – PUBLIC HEALTH NURSING UNIT

Date: _____

Santa Clara County
Negotiating Committee

Public Health Nursing Unit
SEIU Local 521

Mitchell L. Buellesbach

Anne Stewart

Charis Subil

Timothy Hill

Cynthia Haines

Mary Anne Lange

Susan Silveira

Aida Peña

APPENDIX D – BLUE COLLAR UNIT

D.1 - SALARIES

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

Job Code	Job Code
T90	AIRPORT OPERATIONS WORKER
V57	ANIMAL CONTROL OFFICER
K13	ASSOCIATE TELECOMMUNICATIONS TECHNICIAN
L36	ASSOC COMMUNICATIONS SYSTEMS TECHNICIAN
M33	AUTO BODY REPAIR SHOP FOREPERSON
M24	AUTOMOTIVE ATTENDANT
M19	AUTOMOTIVE MECHANIC
H63	BAKER
F91	BINDERY WORKER I
F90	BINDERY WORKER II
K06	BIOMEDICAL EQUIPMENT TECHNICIAN I
K03	BIOMEDICAL EQUIPMENT TECHNICIAN II
M45	BUILDING SYSTEMS MONITOR
L37	COMMUNICATIONS SYSTEMS TECHNICIAN
H60	COOK I
H59	COOK II
G74	CUSTODY SUPPORT ASSISTANT
K24	DATA COMMUNICATIONS INSTALLER
E49	DAY CARE CENTER AIDE
H64	DIETETIC ASSISTANT
K93	ELECTRICAL ELECTRONIC ASSISTANT
K92	ELECTRICAL ELECTRONIC TECHNICIAN
G88	ELECTRICAL STOREKEEPER
K94	ELECTRONIC REPAIR TECHNICIAN
M28	EMERGENCY VEHICLE EQUIPMENT INSTALLER
M20	FACILITIES MAINTENANCE REPRESENTATIVE
H21	FACILITIES SERVICES WORKER
M26	FLEET PARTS COORDINATOR
M18	FLEET SERVICES ASSISTANT MECHANIC
M17	FLEET SERVICES MECHANIC
H67	FOOD SERVICE WORKER I
Job Code	Job Code

H66	FOOD SERVICE WORKER II
H68	FOOD SERVICE WORKER-CORRECTION
H28	GARDENER
M48	GENERAL MAINTENANCE MECHANIC I
M47	GENERAL MAINTENANCE MECHANIC II
N96	HOSPITAL STATIONARY ENGINEER
N94	INSTITUTIONAL MAINTENANCE ENGINEER
H18	JANITOR
V58	KENNEL ATTENDANT
H86	LAUNDRY WORKER I
H84	LAUNDRY WORKER II
K19	MEDICAL EQUIPMENT REPAIRER
R75	MEDICAL LABORATORY ASSISTANT I
E28	MESSENGER DRIVER
M49	OCCUPATIONAL THERAPY TECHNICIAN
F81	OFFSET PRESS OPERATOR I
F80	OFFSET PRESS OPERATOR II
F85	OFFSET PRESS OPERATOR III
G66	OPERATING ROOM STOREKEEPER
T13	PARK EQUIPMENT OPERATOR
T95	PARK MAINTENANCE CRAFTS WORKER
T93	PARK MAINTENANCE CREW CHIEF
T17	PARK MAINTENANCE WORKER I
T16	PARK MAINTENANCE WORKER II
T32	PARK SERVICES ATTENDANT
M38	PARKING LOT CHECKER
M35	PARKING PATROL COORD
F26	PRINT-ON-DEMAND OPERATOR
F82	PRODUCTION GRAPHICS TECH
N43	RESIDENT RD MAINT WORKER III
N41	RESIDENT RD MAINT WORKER IV
N69	ROAD DISPATCHER
N67	ROAD MAINTENANCE WORKER I
N66	ROAD MAINTENANCE WORKER II
N65	ROAD MAINTENANCE WORKER III
N64	ROAD MAINTENANCE WORKER IV
N61	ROAD OPERATIONS SUPERVISOR
T07	SEASONAL PARK WORKER
K01	SENIOR BIOMEDICAL EQUIPMENT TECH

Job Code	Job Code
K20	SENIOR COMMUNICATIONS TECHNICIAN
K91	SENIOR ELECTRICAL ELECTRONIC TECH
N95	SENIOR HOSPITAL STATIONARY ENGINR
T27	SENIOR PARK MAINTENANCE WORKER
G76	SENIOR WAREHOUSE MATERIALS HANDLER
N63	SIGN SHOP TECHNICIAN
H51	SPECIAL QUALIFICATIONS WORKER
N93	STATIONARY ENGINEER
G82	STOCK CLERK
G81	STOREKEEPER
L35	TELECOMMUNICATIONS TECHNICIAN
N80	TRAFFIC PAINTER I
N79	TRAFFIC PAINTER II
N78	TRAFFIC PAINTER III
H17	UTILITY WORKER
X78	VECTOR CONTROL TECHNICIAN I
X77	VECTOR CONTROL TECHNICIAN II
X76	VECTOR CONTROL TECHNICIAN III
X79	VECTOR CONTROL TRAINEE
G77	WAREHOUSE MATERIALS HANDLER

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) Fleet Services Assistant Mechanic Training

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

b) Park Services Attendant Training Program

During the term of the agreement, the County will make available to Park Services Attendants up to two positions of Park Maintenance Worker I/II to be alternately staffed with Park Services Attendant.

The hiring authority may accept a transfer of a currently employed Park Services Attendant as an alternative to appointing directly to the higher class. Selection of Park Services Attendants shall be on the basis of his/her capability to be trained

to perform at the next higher level, given adequate training and experience. The selection process shall be determined by management.

The selected Park Services Attendant will serve as a trainee level where workers hired will be expected to learn the specialized function and be capable of performing at the next higher level within twenty-six pay periods.

Workers selected to participate in this training will be paid at the salary of the classification of Park Services Attendant for a period not to exceed twenty-six pay periods. During such training period, the worker shall be under the Maintenance Division.

The worker so selected will be eligible to take the examination for the Park Maintenance Worker I after meeting the minimum requirements of the higher class, receiving a positive recommendation on a promotional rating form and the completion of six months as a trainee.

Any worker taking the examination must pass with a score of at least 70%. If the worker passes the examination after six months, he/she will be promoted to the next higher classification of Park Maintenance Worker I.

If a worker fails the examination after six months, he/she will be evaluated for continuation of training in the program. If recommended by the appointing authority for continuation in the program, the worker will be eligible to take the examination after the completion of an additional three months, but within the twenty-six (26) pay periods.

If a worker is not recommended for continuation after failing the examination at the six month point or if a worker fails a second examination, the worker will be removed from the alternately staffed position and returned to a non-alternately staffed Park Services Attendant position. A worker so released will not be eligible to reapply under this provision until two years from date of release.

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 sign-up 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.

d) 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.

2. 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.

g) Vector Control Training Committee

A Joint Labor-Management Committee comprised of two (2) members selected by the Union and two (2) members selected by Management will meet quarterly to make recommendations on Vector Control Training programs based on relevance to job class and programmatic needs. The committee shall research

and recommend training opportunities for vector control workers. Such research and recommendations may include training issues related to safety specific to Vector Control.

Should at least two of the four members recommend training for Vector Control, such recommendation shall be forwarded to management for approval. Final approval shall not be made by an individual serving on the Vector Control Training Committee. Release time shall be provided for Union participants not to exceed sixteen (16) hours.

D.3 - Watch Duty Differential

A Janitor assigned full-time watch duties shall receive seventy five 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.

b) Transfer Line (Telephone - 408/299-3016)

The County shall maintain a single telephone line and an electronic information system to distribute transfer opportunities and examination information to blue collar workers. The telephone line will be discontinued on July 1, 2012, after the County has completed implementation of informational kiosks as agreed between the Union and the County. The County will provide currently available data via an electronic information system. The system will consist of the following:

One (1) line (299-3016) with general information on blue collar transfer opportunities; the transfer information will include the job title, location, hours of work, special skills (if unusual), contact person, and telephone number. This telephone line will also list all current promotional and open competitive examinations with title, testing dates and final filing date. When testing dates and cutoff dates are established for continuous examinations, that information will be included also.

County intranet (internal) website at www.sccgovatwork and County internet (external) website at www.sccjobs.org which will provide information for open competitive opportunities, promotional opportunities and transfer opportunities including unclassified positions for all County Agencies. The transfer information will include the job title, location, hours of work, special skills (if unusual), contact person, and telephone number. The current promotional and open competitive examinations information will include title, final filing date, testing dates. If cutoff dates are established for continuous examinations, that information will be included also.

Designated workers in designated areas will receive and distribute job summaries within their work area. The County will provide the report of job summaries electronically. Such job summaries will be the responsibility of the designated worker to distribute. Designated Human Resources Service Centers shall post summaries of recruitments for maximum exposure of job opportunities.

c) Tool Allowance

1. The County shall pay an allowance to each Auto Mechanic in the Facilities and Fleet up three hundred and forty dollars (\$340.00), and Fleet Services Assistant Mechanic shall be paid an allowance of three hundred and fifteen dollars (\$315.00) annually for work related tools purchased. Each Auto Mechanic and Fleet Services Assistant Mechanic 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.

d) 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 - 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.

D.7 - Seniority/Promotional Project

a) 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.

b) 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.

c) 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.

d) 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. Fleet Services Assistant Mechanic, Automotive Mechanic
2. Bindery Worker II
3. Cook II
4. Electrical/Electronic Technician, Senior Electrical/Electronic Technician
5. Food Service Worker II
6. Gardener
7. Fleet Services Assistant
8. Mechanic/Fleet Services Mechanic
9. Laundry Worker II
10. Offset Press Operator II, III
11. Road Maintenance Worker II, III, IV
12. 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.7 (e) shall be excluded from consideration under Section 6.13 – Lateral Transfers of the Master Agreement.

D.8 - 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 Fleet Service Mechanic Differential**
When assigned the full range of lead responsibilities, no more than five (5) Lead Fleet Service 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.
- k) **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.
- l) **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.
- m) **Lead Janitor Differential (Health and Hospital Systems)**
When assigned the full range of lead responsibilities, no more than two Janitor positions in the Health and Hospital Systems shall be compensated at the flat rate fifty-five cents (\$0.55) for each hour actually worked.
- n) **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.
- o) **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.

- p) **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.
- q) **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.
- r) **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.
- s) **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.
- t) **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.
- u) **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.

- v) **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.

- w) **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.

- x) **Class A/B Commercial Driver License Training**
Road Maintenance Worker I/II or III when assigned to train other Road Maintenance Workers on attaining a class A or B driver's license shall receive one dollar and fifty cents (\$1.50) per hour for each hour of training.

- y) **Underground Storage Tank Operator**
Incumbents who are trained, certified and assigned by the agency/department to function as a designated Underground Storage Tank (UST) operator shall receive a differential of \$1.32 an hour for each hour actually worked.

DATED: _____

SANTA CLARA COUNTY
NEGOTIATING COMMITTEE

BLUE COLLAR UNIT
SEIU LOCAL 521

Lisa Dumanowski

Zeb Feldman

Dennis Brooks

Anthony Sanchez

Donnell Thomas

David Flores

Ken Silveira

Gabriel Gutierrez

Jim O'Connor

Mike Phillips

Rene Lewis Jr.

Robert Connor

APPENDIX E – ADMINSTRATIVE, PROFESSIONAL AND TECHNICAL UNIT

E.1 – Salaries

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

Job Code	Prob Period	Job Classification
D96		ACCOUNTANT ASSISTANT
B80	1	ACCOUNTANT AUDITOR APPRAISER
B78	1	ACCOUNTANT II
V1A		AGRICULTURAL ASSISTANT
V07	1	AGRICULTURAL BIOLOGIST I
V06	1	AGRICULTURAL BIOLOGIST II
V05	1	AGRICULTURAL BIOLOGIST III
R78		ANESTHESIA TECHNICIAN
C52		APPRAISAL AIDE
D82		APPRAISAL DATA COORDINATOR
C51	1	APPRAISER I
C50	1	APPRAISER II
T40		APPRAISER III
C74		ASSISTANT REAL ESTATE AGENT
X33		ASSOCIATE CHILDREN'S COUNSELOR
C73		ASSOCIATE REAL ESTATE AGENT
P95		ATTENDING PSYCHOLOGIST
B79	1	AUDITOR-APPRAISER
J83		BOARD RECORDS ASSISTANT I
J82		BOARD RECORDS ASSISTANT II
C35		BUYER ASSISTANT
C33		BUYER I
C32		BUYER II
C31		BUYER III
K49		CADASTRAL MAPPING TECHNICIAN I
K46		CADASTRAL MAPPING TECHNICIAN II
G89		CALL CENTER COORDINATOR

Job Code	Prob Period	Job Classification
R05		CCS THERAPIST I (CALIFORNIA CHILDREN'S SERVICES)
R07		CCS THERAPIST II (CALIFORNIA CHILDREN'S SERVICES)
S96		CENTRAL SUPPLY ASSISTANT
S68		CENTRAL SUPPLY TECHNICIAN I
S06		CENTRAL SUPPLY TECHNICIAN II
R85		CHEST X-RAY TECHNICIAN
K64		CHIEF OF PARTY
E86	1	CHILD SUPPORT OFFICER I
E85	1	CHILD SUPPORT OFFICER II
E90		CHILD SUPPORT SPECIALIST
X31	1	CHILDREN'S COUNSELOR
P85		CLINICAL AUDIOLOGIST
R21		CLINICAL DIETITIAN I
R2L		CLINICAL DIETITIAN II
R9A		CLINICAL NEUROPHYSIOLOGIC TECHNOLOGIST I
R99		CLINICAL NEUROPHYSIOLOGICAL TECHNOLOGIST II
P93		CLINICAL PSYCHOLOGIST
C2D		CLINICAL RESEARCH ASSOCIATE
C2F		CLINICAL RESEARCH ASSISTANT I
C2E		CLINICAL RESEARCH ASSISTANT II
C2C		CLINICAL SUPPORT PROGRAM COORDINATOR
S51		COMMUNICABLE DISEASE INVESTIGATOR
K26		COMMUNICATIONS CABLE INSTALLER
G94	1	COMMUNICATIONS DISPATCHER I
G93	2	COMMUNICATIONS DISPATCHER II
G9A	2	COMMUNICATIONS DISPATCHER III
E07		COMMUNITY WORKER
V25		CONSUMER AFFAIRS INVESTIGATOR I
V22		CONSUMER AFFAIRS INVESTIGATOR II
V69	1	CRIMINALIST I
V68	1	CRIMINALIST II
V67	1	CRIMINALIST III

Job Code	Prob Period	Job Classification
B2U		DATA BASE ADMINISTRATOR
P78		DENTAL ASSISTANT
V97		DEPUTY FIRE MARSHAL
V49		DEPUTY PUBLIC GUARDIAN
B44		DEPUTY PUBLIC GUARDIAN ASSISTANTT
V62		DEPUTY PUBLIC GUARDIAN INVESTIGATOR
R87		DIAGNOSTIC IMAGING TECHNOLOGIST I
R8D		DIAGNOSTIC IMAGING TECHNOLOGIST I – MAMMOGRAPHY
R8G		DIAGNOSTIC IMAGING TECHNOLOGIST I – CLINICAL INSTRUCTOR
R8E		DIAGNOSTIC IMAGING TECHNOLOGIST I – COMPUTED TOMOGRAPHY
R8F		DIAGNOSTIC IMAGING TECHNOLOGIST I – COMPUTED TOMOGRAPHY & MAMMOGRAPHY
R8C		DIAGNOSTIC IMAGING TECHNOLOGIST I – FLUORSCOPY
R88		DIAGNOSTIC IMAGING TECHNOLOGIST II
R8A		DIAGNOSTIC IMAGING TECHNOLOGIST II – MAMMOGRAPHY
R8B		DIAGNOSTIC IMAGING TECHNOLOGIST II - COMPUTED TOMOGRAPHY
R71		DIALYSIS TECHNICIAN
H65		DIETETIC TECHNICIAN
S34		EKG TECHNICIAN
E4H		ELECTRONIC RESOURCES LIBRARIAN I
E4J		ELECTRONIC RESOURCES LIBRARIAN II
S91		EMERGENCY ROOM TECHNICIAN
Y29		EMPLOYMENT COUNSELOR I
Y28		EMPLOYMENT COUNSELOR II
Y27		EMPLOYMENT COUNSELOR III
K85		ENGINEERING AIDE I
K84		ENGINEERING AIDE II
K83		ENGINEERING TECHNICIAN I
K82		ENGINEERING TECHNICIAN II
K81		ENGINEERING TECHNICIAN III
J28		EPIDEMIOLOGIST I

Job Code	Prob Period	Job Classification
J25		EPIDEMIOLOGIST II
V37		ESTATE ADMINISTRATOR
V38		ESTATE ADMINISTRATOR ASSISTANT
V42		ESTATE PROPERTY TECHNICIAN
C62		EXEMPTION INVESTIGATOR
K68		FIELD SURVEY TECHNICIAN I
K66		FIELD SURVEY TECHNICIAN II
M11		FLEET MAINTENANCE SCHEDULER
R77		FORENSIC CHEMIST
S26		FORENSIC PATHOLOGY TECHNICIAN TRAINEE
S25		FORENSIC PATHOLOGY TECHNICIAN
R45		GASTROENTEROLOGY TECHNICIAN TRAINEE
R44		GASTROENTEROLOGY TECHNICIAN
M56		GENERAL MAINTENANCE MECHANIC III
K7G		GEOGRAPHIC INFORMATION SYSTEMS (GIS) ANALYST
K80		GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN I
K79		GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN II
R2M		GRADUATE INTERN PHARMACIST
W91		GRADUATE LIBRARIAN STUDENT-U
J46		GRAPHIC DESIGNER I
J45		GRAPHIC DESIGNER II
V2C		HAZARDOUS MATERIALS SPECIALIST I
V19		HAZARDOUS MATERIALS SPECIALIST II
V21		HAZARDOUS MATERIALS TECHNICIAN
V2D		HAZARDOUS MATERIALS TRAINEE
J27		HEALTH EDUCATION ASSOCIATE
J26		HEALTH EDUCATION SPECIALIST
B6H		HEALTH PLANNING SPECIALIST II
P9A		HOSPITAL CLINICAL PSYCHOLOGIST I
P9B		HOSPITAL PSYCHOLOGICAL ASSISTANT
S95		HOSPITAL SERVICES ASSISTANT I
S93		HOSPITAL SERVICES ASSISTANT II

Job Code	Prob Period	Job Classification
L88		HOUSING REHABILITATION SPECIALIST
D77		INCOME TAX SPECIALIST
G29		INFORMATION SYSTEMS ANALYST I
G28		INFORMATION SERVICES ANALYST II
D31		INFORMATION SERVICES CONTROL TECHNICIAN I
D12		INFORMATION SERVICES CONTROL TECHNICIAN I
G51		INFORMATION SERVICES TECHNICIAN I
G50		INFORMATION SERVICES TECHNICIAN II
G38		INFORMATION SERVICES TECHNICIAN III
G72		INMATE LAW LIBRARY COORDINATOR
J44		INVESTIGATIVE GRAPHIC/MEDIA SPECIALIST
V88		INVESTIGATOR ASSISTANT
C75		JUNIOR REAL ESTATE AGENT
V87		JUVENILE DEPENDENCY INVESTIGATOR
V44		LATENT FINGERPRINT EXAMINER I
V43		LATENT FINGERPRINT EXAMINER II
Z39		LEGAL AIDE-U
F07		LEGAL PROCESS OFFICER
J64		LIBRARIAN I
J63		LIBRARIAN II
E41		LIBRARY ASSISTANT I
E40		LIBRARY ASSISTANT II
E37		LIBRARY ASSISTANT III
S85		LICENSED VOCATIONAL NURSE
J4A		LITERACY PROGRAM SPECIALIST
K36		LOCAL AREA NETWORK ANALYST I
K35		LOCAL AREA NETWORK ANALYST II
P97		MARRIAGE & FAMILY THERAPIST I
P96		MARRIAGE & FAMILY THERAPIST II
N34		MATERIALS TESTING TECHNICIAN II
B03		MEDIA SPECIALIST COORDINATOR-715
H93		MEDICAL ASSISTANT

Job Code	Prob Period	Job Classification
V85		MEDICAL EXAMINER CORONER INVESTIGATOR
R75		MEDICAL LABORATORY ASSISTANT I
R74		MEDICAL LABORATORY ASSISTANT II
R7F		MEDICAL LABORATORY ASSISTANT III
J76		MEDICAL LIBRARIAN ASSISTANT
D50		MEDICAL TRANSLATOR
D52		MEDICAL TRANSLATOR TRAINEE
E33		MENTAL HEALTH COMMUNITY WORKER
D2J		MENTAL HEALTH PEER SUPPORT WORKER
P15		MENTAL HEALTH PROGRAM SPECIALIST I
E60		MOBILE OUTREACH DRIVER
S3M		MONITOR TECHNICIAN
R2E		MAGNETIC RESONANCE IMAGING (MRI) TECHNOLOGIST
R6A		MAGNETIC RESONANCE IMAGING (MRI) TECHNOLOGIST – ANGIO
R6C		MAGNETIC RESONANCE IMAGING (MRI) TECHNOLOGIST – CT
G46		NETWORK ENGINEER
G60		NETWORK ENGINEER ASSOCIATE
G4L		NETWORK ENGINEER-SCVHHS
S94		NURSING ATTENDANT
P84		OBSTETRIC TECHNICIAN
R35		OCCUPATIONAL HEALTH CHEMIST
R1T		OCCUPATIONAL THERAPIST I
R1A		OCCUPATIONAL THERAPIST II
R12		OCCUPATIONAL THERAPIST III
R2D		OCCUPATIONAL THERAPY ASSISTANT I
R2C		OCCUPATIONAL THERAPY ASSISTANT II
C53		OFFICE AUTO SYSTEMS COORDINATOR-715
P82		OPERATING ROOM AIDE
S23		OPERATING ROOM TECHNICIAN
P48		OPHTHALMIC TECHNICIAN
P47		OPTOMETRIST
R90		ORTHOPEDIC TECHNICIAN

Job Code	Prob Period	Job Classification
V74		PARALEGAL
T91		PARK NATURAL RESOURCE MANAGEMENT COORDINATOR
T18		PARK USE COORDINATOR
T31		PARKS INTERPRETER
T21		PARKS INTERPRETIVE PROGRAM COORDINATOR
T36		PARKS NATURAL RESOURCES TECHNICIAN
T23		PARKS OUTDOOR RECREATION COORDINATOR
T38		PARKS RANGEMASTER I
T37		PARKS RANGEMASTER II
T22		PARKS TRAINING COORDINATOR
T20		PARKS VOLUNTEER COORDINATOR
S97		PATHOLOGY AIDE
S9P		PATIENT TRANSPORT COORDINATOR
S9T		PATIENT TRANSPORTER
S52		PER DIEM DIAGNOSTIC IMAGING TECHNOLOGIST II
R97		PER DIEM DIAGNOSTIC IMAGING TECHNOLOGIST I
R2G		PER DIEM RESPIRATORY CARE PRACTITIONER
R2J		PER DIEM SPEECH PATHOLOGIST
S79		PER DIEM ULTRASONOGRAPHER I
S98		PER DIEM ULTRASONOGRAPHER II
N33		PERMIT TECHNICIAN
R27		PHARMACIST
R96		PHARMACIST LOCUM TENENS
P40		PHARMACIST SPECIALIST
P81		PHARMACIST TECHNICAL SYSTEMS SPECIALIST
R2K		PHARMACY TECHNICIAN LOCUM TENENS
R29		PHARMACY TECHNICIAN
R50		PHARMACY TECHNICIAN TRAINEE
J39		PHOTOGRAPHER
R69		PHYSICAL THERAPIST ASSISTANT I
R64		PHYSICAL THERAPIST ASSISTANT II
R1P		PHYSICAL THERAPIST I

Job Code	Prob Period	Job Classification
R11		PHYSICAL THERAPIST II
R10		PHYSICAL THERAPIST III
S46		PHYSICIAN ASSISTANT PRIMARY CARE
L85		PLANNER I
L84		PLANNER II
L83		PLANNER III
S8A		PRE-LICENSED PSYCHIATRIC TECHNICIAN
V55		PRETRIAL SERVICES OFFICER I
V41		PRETRIAL SERVICES OFFICER II
V53		PRETRIAL SERVICES OFFICER III
E89		PRETRIAL SERVICES TECHNICIAN
E05		PROBATION COMMUNITY COORDINATOR
E19		PROBATION COMMUNITY WORKER
X45		PROBATION COUNSELOR AIDE
X37		PROBATION TRANSPORTATION COORDINATOR
G78		PROCUREMENT COORDINATOR
M01		PRODUCTION CONTROLLER
D92		PROPERTY & TITLE ID TECHNICIAN
C65		PROPERTY TRANSFER EXAMINER
F02		PROPERTY/EVIDENCE TECHNICIAN
U98		PROTECTIVE SERVICES OFFICER
Y42		PSYCHIATRIC SOCIAL WORKER I
Y41		PSYCHIATRIC SOCIAL WORKER II
Y40		PSYCHIATRIC SOCIAL WORKER III
S88		PSYCHIATRIC TECHNICIAN I
S87		PSYCHIATRIC TECHNICIAN II
R13		PSYCHOSOCIAL OCCUPATIONAL THERAPIST
C98		PUBLIC COMMUNICATION SPEC
V79		PUBLIC DEFENDER INVESTIGATOR I
V78		PUBLIC DEFENDER INVESTIGATOR II
E32		PUBLIC HEALTH ASSISTANT
E04		PUBLIC HEALTH COMMUNITY SPECIALIST

Job Code	Prob Period	Job Classification
S08		PUBLIC HEALTH NUTRITION ASSOCIATE
R24		PUBLIC HEALTH NUTRITIONIST
R36		PULMONARY DIAGNOSTIC ASSISTANT
R34		PULMONARY DIAGNOSTIC TECHNOLOGIST
G3L		QUALITY ASSURANCE ENGINEER
G99		QUALITY ASSURANCE LIBRARIAN
C97		QUALITY IIMPROVEMENT COORDINATOR – MENTAL HEALTH SERVICES
C07		QUALITY IMPROVEMENT COORDINATOR I - ALCOHOL & DRUG SERVICES
C06		QUALITY IMPROVEMENT COORDINATOR II - ALCOHOL & DRUG SERVICES
R32		RADIATION THERAPIST
T11		RANGEMASTER I
T10		RANGEMASTER II
F34		RECORDABLE DOCUMENT TECHNICIAN
F35		RECORDABLE DOCUMENT TECHNICIAN TRAINEE
R3C		RECREATION COORDINATOR
R1R		RECREATION THERAPIST I
R1D		RECREATION THERAPIST II
R1C		RECREATION THERAPIST III
P76		REGISTERED DENTAL ASSISTANT
H6A		REGISTERED DIETETIC TECHNICIAN
P67		REHABILITATION COUNSELOR
X92		REHABILITATION OFFICER I
X91		REHABILITATION OFFICER II
R49		REHABILITATION THERAPY ASSISTANT
R28		REHABILITATION THERAPY SPECIALIST
V4A		RESOURCE MANAGEMENT ASSISTANT
R15		RESPIRATORY CARE PRACTITONER I
R1S		RESPIRATORY CARE PRACTITIONER II
R54		RESPIRATORY THERAPY SERVICES SPECIALIST
V35		REVENUE COLLECTIONS OFFICER
G73		SHERIFF'S TECHNICIAN

Job Code	Prob Period	Job Classification
C9B		SOCIAL MEDIA/INTERNET COMMUNICATIONS SPECIALIST
G5H	1	SOFTWARE ENGINEER I
G5G	2	SOFTWARE ENGINEER II
G5F		SOFTWARE ENGINEER III
G5E		SOFTWARE ENGINEER IV
R38		SPEECH LANGUAG PATHOLOGIST II
R37		SPEECH LANGUAG PATHOLOGIST III
R1L		SPEECH LANGUAGE PATHOLOGIST I
C47		SR APPRAISER
C79		SR APPRAISER SCPTAP
C57		SR AUDITOR APPRAISER
K43		SR CADASTRAL MAPPING TECHNICIAN
R04		SR CCS THERAPIST
E88	2	SR CHILD SUPPORT OFFICER
X24		SR CHILDREN'S COUNSELOR
G92	2	SR COMMUNICATIONS DISPATCHER
N31		SR CONSTRUCTION INSPECTOR
B2M		SR DATA BASE ADMINISTRATOR
J23		SR EPIDEMIOLOGIST
V2B		SR HAZARDOUS MATERIALS SPECIALIST
R70		SR HOSPITAL CLINICAL PSYCHOLOGIST
P94		SR HOSPITAL PSYCHOLOGICAL ASSISTANT
V73		SR PARALEGAL
R3P		SR PSYCHOSOCIAL OCCPATONAL THERAPIST
V34		SR REVENUE COLLECTIONS OFFICER
K18		SR TELECOMMUNICATIONS TECHNICIAN
P73		SSA APPLICATION AND DEVELOPMENT SPECIALIST FOR EMPLOYMENT SERVICES I
P72		SSA APPLICATION AND DEVELOPMENT SPECIALIST FOR EMPLOYMENT SERVICES II
D8F		STUDENT INTERN - LEVEL I-715
D8G		STUDENT INTERN - LEVEL II-715
D8H		STUDENT INTERN - LEVEL III-715

Job Code	Prob Period	Job Classification
D8J		STUDENT INTERN - LEVEL IV-715
G6S		SYSTEMS SOFTWARE ENGINEER I
G6T		SYSTEMS SOFTWARE ENGINEER II
R41		THERAPY AIDE
R48		THERAPY TECHNICIAN
X36		TRANSPORTATION OFFICER
S6A		ULTRASONOGRAPHER I – A
S6B		ULTRASONOGRAPHER I – B
S6C		ULTRASONOGRAPHER I – C
S9A		ULTRASONOGRAPHER II – A
S9B		ULTRASONOGRAPHER II – B
S9C		ULTRASONOGRAPHER II – C
S9D		ULTRASONOGRAPHER II – D
H94		UNIT SUPPORT ASSISTANT
R86		URODYNAMIC TECHNICIAN
R63		UROLOGY CLINICAL COORDINATOR
X83		VECTOR CONTROL COMMUNITY RESOURCE SPECIALIST
X73		VECTOR CONTROL ECOLOGY EDUCATION SPECIALIST
X72		VETERAN SERVICES REPRESENTATIVE I
X71		VETERAN SERVICES REPRESENTATIVE II
X81		WEED ABATEMENT INSPECTOR
V29		WEIGHTS & MEASURES INSPECTOR I
V28		WEIGHTS & MEASURES INSPECTOR II
V27		WEIGHTS & MEASURES INSPECTOR III
V8B		WELFARE FRAUD INVESTIGATOR
V80		ZONING INVESTIGATOR

- 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 - 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

E.3 - 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.2(a) Investigator Salaries, meet and confer to discuss a similar adjustment for workers covered by this provision.

E.4 - 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.5 - 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.6 - 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.

b) **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.

E.7 - Weekend Off Provision

The following weekend off provisions shall apply, during the term of this Agreement, to all County workers in the classifications of:

Central Supply Assistant	Patient Transport Coordinator
Central Supply Technician I and II	Physical Therapist I, II, and III
Clinical Dietitian I and II	Physical Therapy Assistant I and II
Dialysis Technician	Psychiatric Technician I and II
Emergency Room Technician	Recreation Therapist I, II and III
Hospital Services Assistant I and II	Recreation Therapy Assistant
Licensed Vocational Nurse	Rehabilitation Counselor in Acute Services,
Medical Assistant	Respiratory Care Practitioner I and II
Monitor Technician	Patient Transporter
Nursing Attendant	Urology 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.8 - 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.9 - 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.10 - 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.11 - After-Hours Telephone Call Pay

Workers in the classification of Deputy Public Guardian, Estate Administrator and Deputy Public Guardian/Investigator who respond to 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.12 - 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.13- 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	1	2
2	1	3
3	1	4
4	1	5
5	1	6
6	1	7
7	1	8
8	1	9
9	1	10

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 12.9 "Educational Leave and Tuition Reimbursement" for non-Bachelor's degree courses. The total monetary amount will not exceed the maximum individual cap under Article 12.9 or E.15, whichever is greater, during a fiscal year.

E.14 – 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.15.

E.15 -Education Reimbursement

The educational reimbursement fund shall be administered by the Employee Services Agency for workers in the Community Worker classifications pursuant to E.13. The amount of the fund shall be four thousand five hundred dollars (\$4,500) in FY11-12, and FY12-13. 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.16 - 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.17 – 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 II Lead Pay

Incumbents in the classification of Central Supply Technician II 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. Child Support Specialist Lead Pay

When assigned to perform a full range of lead functions, the incumbents in no more than four (4) Child Support Specialist positions shall be compensated at a rate of five (5%) higher than that specified for regular positions in this classification.

6. Communications Dispatcher Differentials

a. Communications Dispatcher I's 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 this class for each shift actually worked.

b. Communications Dispatcher I's, II's or III's when assigned to instruct, observe, and evaluate an individual dispatcher or group of dispatchers will receive a differential of \$1.60, \$1.90 and \$2.00 respectively.

7. 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.

- 8. Deputy Public Guardian Conservator 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.
- 9. Diagnostic Imaging Technologist I Lead Differential**
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.
- 10. Diagnostic Imaging Technologist II Lead Differential**
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.
- 11. Employment Counselor Lead Differential**
Incumbents in the classes of Employment Counselor II and Employment Counselor III, 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.
- 12. 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.
- 13. 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.
- 14. Forensic Chemist Differential**
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.
- 15. 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.

- 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. 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.
- 18. 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.
- 19. Librarian II Lead Differentials**
- a. 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.
 - b. One incumbent of the Librarian II classification within the County Librarian Technical and Information Services Cataloging Section, when assigned a full range of lead duties, shall be compensated five percent (5%) above the employee's range and step.
- 20. 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.
- 21. Magnetic Resonance Imaging Technologist Differential**
Incumbents in the Medical Resonance Imaging Technologist classification shall be compensated five percent (5%) higher than the employee's salary range when assigned the full range of lead duties.
- 22. 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.

23. Medical Laboratory Assistant III Lead Differential

When assigned to function in a lead capacity over other Medical Laboratory Assistant III in addition to performing regular Medical Laboratory Assistant III duties, one Medical Laboratory Assistant III 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 Medical Laboratory Assistant III over 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. 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.

26. 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.

27. Pretrial Services Officer II (V41) Differentials

- a. When assigned lead duties on evening, night and weekend shifts, Pretrial Services Officer II 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 Services Officer 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 Services Officer 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.

28. 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.

29. 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.

30. Protective Services Officer Lead Differential

Up to seven (7) Protective Services Officers in the Santa Clara Valley Health & Hospital System and up to two (2) Protective Services Officers 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.

31. Public Defender Investigator II Lead Differential

When assigned the full range of lead responsibilities, two (2) 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.

32. 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.

- 33. 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.
- 34. 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.
- 35. 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 Services Specialists 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.
- 36. 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.
- 37. 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.
- 38. 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.
- 39. Sr. Paralegal Lead Differentials**
- a). 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.

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

40. Ultrasonographer II Lead Differential

Incumbents in the Ultrasonographer II classification series shall be compensated five percent (5%) higher than the employee's salary range when assigned the full range of lead duties.

41. 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.

42. 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.

43. 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 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.

44. Weights and Measures Inspector III Lead Differential

When assigned the full range of lead functions, the incumbent of one (1) Weights and Measures Inspector III position shall be compensated at the rate 5% higher than specified for regular positions in the classification.

45. 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. 18 Central Supply Technician Training and Education

Education and training specifically and directly related to the technical sterile processing tasks in the Central Supply Technician series job specification for Central Supply Technicians at Santa Clara Valley Medical Center shall be performed by certified personnel. That certification shall have been obtained through an approved certifying agency such as the Certification Board for Sterile Processing and Distribution (CBSPD) or the International Association of Healthcare Central Service Material Management (IAHCSMM). Personnel assigned to provide “hands on” education and training shall have previous work experience as a certified Sterile Processing Technician: additional training will be provided to all Sterile Processing staff by other qualified personnel (example: vendor representatives, supervisor/manager).

E. 19 - County Communications - Health and Wellness

Workers in the Communications Dispatcher series will be provided a minimum of four (4) hours of Health and Wellness training on County time each fiscal year for the term of the agreement. Dispatchers may elect to attend Countywide classes or other work related local training or seminars as approved by the Department.

The courses may include, but are not limited to:

- a) Personal Wellness
- b) Stress Management
- c) Handling Emotions Under Pressure
- d) Ergonomics
- e) Stretch and Relaxation
- f) Balancing work and home
- g) Compassion fatigue
- h) Programs offered by the Employee Assistance Program (EAP)
- i) Programs offered by Employee Wellness Program

County Communications will make every effort, based on staffing levels, to allow workers to use their available Compensatory time. Requests for use of Compensatory time shall not be unreasonably denied.

E. 20 - 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.21 - 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.22 - 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.23 - 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.24 - 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.25 - 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.

E.26 – Alternately Staffed Diagnostic Imaging Technologist I (DIT I) Positions

Diagnostic Imaging Technologist I (DIT I) positions will be alternately staffed with unclassified Hospital Services Assistant II (HSA II). Appointment to any unclassified HSA II position will be limited to individuals who are Board-eligible to receive their Certified Radiologic Technologist (CRT) license. Such persons may be appointed as an Unclassified HSA II for a maximum of three (3) months pending receipt of their CRT license. Upon receipt of the CRT license, an individual may be appointed to the DIT I class through regular Merit System Rules procedures that govern classified appointments. Failure to acquire the CRT license within three (3) months of hire will result in the release from the unclassified HSA II position.

E.27 Lead Differential

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

1. Assigns, distributes and adjusts short-term workloads; may be assigned the authority by the supervisor/manager to call in additional staff for sick calls, and/or absences;
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;
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.

The Lead will not have disciplinary responsibilities as outlined in Sections 6.5, 6.6 and 6.7 nor be assigned to performance appraisals of other SEIU Bargaining Unit employees. Leads may provide input to supervisors on performance evaluations.

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

The appointing authority will determine the Lead assignment giving consideration to any requests from qualified volunteers.

E. 28 Pharmacy In-Service Training

Pharmacists:

The Pharmacy Department will provide each Pharmacist with a minimum of 2 hours quarterly or 8 hours annually of formal work in-service training per fiscal year on County time for the term of the agreement. The training may be in a group setting, e-learning or other appropriate teaching format on any of the following topics related to professional pharmacist practice, any business or practice model changes, skills and knowledge update and/or refresher courses on disease management.

Pharmacy Technicians:

The Pharmacy Department will provide each Pharmacy Technician with a minimum of 2 hours quarterly or 8 hours annually of formal work in-service training per fiscal year on County time for the term of the agreement. The training may be in a group setting, e-learning or other appropriate teaching format on any of the following topics related to professional practice of pharmacy.

In-service trainings will be posted in advance. Every effort will be made to schedule in-service trainings on a rotational basis during work hours to maximize attendance on all shifts.

E.29 Pharmacy – Special Assignment

1. Definition of Special Assignment

- a) A special assignment is a project, or activity, or educational opportunity that is designed and approved as a temporary special assignment by the Pharmacy Director or administrative designee. Additionally, this assignment is within the scope of practice and responsibility performed by a pharmacy classification.
- b) A special assignment may be initiated and/or requested by Pharmacy Administration, Hospital Administration, and regulatory agency/agencies. Pharmacy workers may also request the establishment of a special assignment.

2. Procedure for Notifying Workers of Special Assignments

- a) The posting will be a minimum of five (5) work days by email and posting, unless the notification period may not be practicable.
- b) The notification will include the following:
 1. Length of assignment with approximate starting/ending dates, if known.
 2. A brief description of the assignment duties and responsibilities, including special certifications if applicable.
 3. A list of criteria for staff to consider when making application.
 4. Resource person(s), mentor(s), if applicable.
 5. Reporting authority/manager.
 6. Application deadline.

The posting will be for a minimum of five (5) work days, unless the notification period may not be practicable.

- c) For immediate or urgent assignments, management may assign a worker on a temporary basis, notify other workers and post the assignment on that same day.
 - d) Workers who are interested will, by the end of the application deadline, submit a memo to the appropriate manager of said special assignment. The memo will include a brief description of all relevant work experience and course work. An e-mail return receipt of the memo will be sent to the worker for confirmation.
3. Selection of Worker for the Special Assignment
- a) The Department will evaluate all applicants for the qualifications required. When there are multiple applicants for the special assignment and workers' qualifications are comparable, seniority shall prevail.
 - b) The Department will notify all applicants of the choice for the special assignment within five (5) work days after selection has been made.

E.30 Split Codes

The County will exercise the use of split codes and formally offer them to the workers.

E.31 Telecommuting

Beginning September 2011, the Joint Labor/Management Committee will be established to consider telecommuting in County Agencies/Departments. The parties will meet to evaluate where telecommuting could be beneficial to the community or program, as well as to the worker and would be cost effective for the County. Additionally, the Committee will establish benchmarks/timelines for development of policies and procedures for implementation of the telecommuting program.

If feasible, the telecommuting pilot program or programs may be implemented after it has been reviewed and approved by the Office of Labor Relations.

The Joint Labor/Management Committee meetings will be held at a minimum, quarterly, (September, January, March and June) or as needed, for the term of the agreement.

The parties agree to use mediation to resolve outstanding issues.

E.32 Work Out of Classification

In addition to Section 7.5 Work Out of Class in the Master Contract:

Work Time in Work Out Of Class assignments may be considered towards promotional purposes.

DATED: _____

SANTA CLARA COUNTY
NEGOTIATING COMMITTEE

ADMINISTRATIVE, PROFESSIONAL
AND TECHNICAL UNIT
SEIU LOCAL 521

Elaine Rowan

Debbie Silva

Alan Minato

Abel Talamantez

Cheryl Soriano

Aida Tavarez

Dave Manson

Bruce Thurman

Idell Hunter

Carmen Sosa-Nevarez

Irma Gonzales

Don Phillips

Randi Ely

Jared Gregory

Patricia McClure

Susan Beach

**SIDELETTERS for COUNTY COMMUNICATIONS:
COUNTY COMMUNICATIONS DISPATCHERS
RECRUITMENT AND RETENTION**

The County of Santa Clara and SEIU Local 521 have agreed to the following:

Within 60 days following ratification of the agreement, the Director of Labor Relations, the Director of County Communications Administration and a representative from Human Resources and the Union will meet to examine all issues that contribute to the vacancy rate for County Communications Dispatcher I, II and III.

The issues to be discussed will include, but not be limited, to:

- Recruitment, Retention and Advancement
- Working Conditions (ie: overtime, schedules)
- Training and Education

The parties will make recommendations for measures that will support recruitment and retention of qualified staff.

Upon completion, the final recommendations will be submitted to SEIU Chief Elected Officer and to the Deputy County Executive for County Communications for additional support.

DATED: _____

Elaine Rowan

Debbie Silva

**Sideletter to:
County Communications
Critical Incident/Catastrophic Leave**

The County of Santa Clara and SEIU Local 521 have agreed to the following:

If a critical incident or catastrophic event occurs during the course of a Dispatcher's duties, the Dispatcher will be allowed to use their available leave balances, including compensatory time. The Department recognizes that physical or emotional reactions to such events may be immediate, delayed or cumulative.

DATED: _____

Elaine Rowan

Debbie Silva

**SIDELETTERS for PHARMACY:
Pharmacy – Night Shift Pharmacist**

The County of Santa Clara and SEIU Local 521 have agreed to the following:

Within 60 days following implementation of this agreement, the County and Union will meet to examine all issues that may contribute to the retention of the Night Shift Pharmacist and make recommendations for measures that are likely to support recruitment and retention of qualified staff. The solutions discussed will include, but not limited to: alternate hours staffing and differentials. This process will be completed within three (3) months. Such solutions will be reviewed by the County of Santa Clara SEIU Local 521 Director and the Santa Clara County Director of Human Resources before submitted for final approval to the County of Santa Clara Board of Supervisors.

DATED: _____

Elaine Rowan

Debbie Silva

Pharmacy – Pharmacist Classification Study

The County of Santa Clara and SEIU Local 521 have agreed to the following:

The County agrees to perform a job classification study of the Pharmacist job classification upon submission of the Position Classification Questionnaire.

The study will include the review of the operational responsibilities of the pharmacies which have one (1) Pharmacist assigned.

This review does not specifically commit to a change in the job specification, differentials or compensation.

DATED: _____

Elaine Rowan

Debbie Silva

**Sideletter to:
Agricultural Biologist - Classification Study**

The County of Santa Clara and SEIU Local 521 have agreed to the following:

The County agrees to perform a job classification study of the Agricultural Biologist I – Canine Handler job classification upon submission of the Position Classification Questionnaire.

DATED: _____

Elaine Rowan

Debbie Silva

APPENDIX F – ENVIRONMENTAL HEALTH UNIT

F.1 - Salaries

The following salaries will be in effect as noted:

Class

Code Class Title

V17* Environmental Health Services Trainee

V16* Environmental Health Specialist

V18* Senior Environmental Health Specialist

*New employees hired into the Department of Environmental Health into any classification in the Environmental Health Specialist series will have a probationary period of 25 complete pay periods.

Promotions within the Environmental Health Specialist series (from V17 to V16 or from V16 to V18) will have a subsequent probationary period of 13 complete pay periods.

F.2 - Exclusions from the Master Contract

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

- Article 5 Layoff – Sections 5.1, 5.2
- Section 6.6 Counseling and Unfavorable Reports
- Section 7.2 Basic Pay Plan
 - a) Step One: "Difficult-to-secure" clause
- Section 7.4 Part-Time Work
- Section 7.5 Work Out of Classification
- Section 8.1 Hours of Work
- Section 8.8 Call- Back Pay
- Section 8.13 Voluntary Reduced Work Hours Program
- Section 10.2 Observance [of Holidays]
- Section 10.3 Holiday Work
- Section 10.5 Holidays Converted to Vacation Accrual
- Article 11 Vacations
- Section 12.1 Personal Business/Belief Days
- Section 12.2 Sick Leave
- Section 12.8 Educational Leave and Tuition Reimbursement
 - a) Fund
 - d) Reimbursement
- Section 12.10 Bereavement Leave
- Section 12.11 State Required Continuing Education and Licensure Fund
- Article 19 Classification

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) hour's work shall constitute a full day's work and forty (40) hour's work shall constitute a full week's work unless otherwise provided by law, code or other agreement.

b) 4/10/40 Work Week

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.

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

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

- e) **Scheduled Days Off:**
Within 60 days of the implementation of the 2011 contract, the Department schedule will be modified to distribute staffing levels throughout the workweek. The Department will be staffed in a manner that optimizes coverage by program area, with all staff working on Tuesdays and Thursdays, and regular days off determined on the basis of Program-specific needs.
- For staff in the Environmental Health Specialist classification working a 4/10 schedule, the day off will be either Monday, Wednesday or Friday, determined through the bidding process, using seniority by date in classification, with days off to be distributed as equally as possible amongst Monday, Wednesday, and Friday. Any days off that cannot be equally distributed will be allotted to a Monday or Friday.
 - For staff in the Senior Environmental Health Specialist classification, the day off will be determined by the Program Manager, based on the needs of the Department and in consideration of seniority by date in classification. The day off will be Monday, Wednesday, or Friday, with days off to be distributed as equally as possible amongst Monday, Wednesday, and Friday. Any days off that cannot be equally distributed will be allotted to a Monday or Friday.
 - During the last two weeks of April each year, staff may submit a request via email to his/her supervisor to change the scheduled day off. By May 31, after the Department has reviewed the staff distribution and Program-specific needs, the Department will evaluate requests using seniority by date in classification, and will notify staff. The new work schedule will become effective the first complete pay period in August.
 - Environmental Health Specialist Trainees will all have the same day off due to training requirements.
 - Environmental Health Specialists and Environmental Health Specialist Trainees will have a shift start time of no earlier than 7:30 AM and a shift end time of no later than 6:00 PM.
 - Staff electing to work 9/80 schedules will be given the option of taking off a Monday or Friday, every other week, through the bidding process, using seniority by date in classification to determine the order by which staff select.
 - Two years after the implementation of the bidding process, the Department will consider adding an additional bidding time. The Department will meet with the Union the first two weeks in October, and if agreement is reached, staff may submit requests via email to his/her supervisor the last two weeks of October. Requests will be reviewed, and

staff will be notified of the decision by November 30. Implementation will be the first complete pay period in February.

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 subject 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 hour's 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.

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

F.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:

TOTAL SERVICE YEARS & WORK DAY EQUIVALENT	YEARLY ACCRUAL IN WORK DAYS	HOURLY ACCRUAL FACTOR PER HOUR	ACCRUAL FACTOR PER PP	MAXIMUM ALLOWABLE BALANCE
1st year 1st through 261 days	31 (19 + 12)	.119230	9.538	69 work days
2nd through 4th year 262 through 1044 days	33 (21 + 12)	.126923	10.153	75 work days
5th through 9th year 1045 through 2349 days	37 (25 + 12)	.142307	11.384	87 work days
10th through 14th year 2350 through 3654 days	39 (27 + 12)	.150000	12.000	93 work days

15th through 19th year 3655 through 4959 days	41 (29 + 12)	.157692	12.615	99 work days
20th and thereafter 4960	43 (31 + 12)	.165384	13.230	105 work days

*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**

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

1. When absent on full salary due to work-related compensation injury which prevents the worker reducing credits to the maximum allowable amount, or
2. In the case of inability to take paid time off because of extreme emergency, such as fire, flood or other similar disaster, an additional accumulation may be approved by the County Executive.
3. For the duration of this contract the Maximum Allowable Balance on the table above shall be temporarily increased by 6 days in each row. The temporary increase to the Maximum Allowable Balance shall expire on June 23, 2013 and revert to the Maximum Allowable Balance in the table above.

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 ($\frac{1}{2}$) 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**
Requests 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 if there is reasonable suspicion of abuse.
- 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. The first two (2) days shall not be charged to any employee bank. If necessary, the third day shall be charged to the STO bank and the fourth and fifth days to the sick leave bank. Up to an additional three days, two of which are chargeable to sick leave and the third day not charged to any accumulated balance, is authorized if out-of-state travel is required.
- f) **Medical and Dental Appointments**
A worker shall be allowed on an annual basis to charge up to twenty-four (24) hours directly to the sick leave bank for the purpose of medical and dental appointments.

g) **Sick Leave Bank Pay Off**

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

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%

h) **Reinstatement Pay Back**

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

i) **STO Cash Out**

1. Workers who use no sick leave for a period of one year beginning pay period 11/01, December 27, 2010, 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, 12/01, December 26, 2011 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 nine hundred dollars (\$900.00) in any fiscal year. 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 and State required continuing recordation/certification fees) 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: _____

SANTA CLARA COUNTY
NEGOTIATING COMMITTEE

ENVIRONMENTAL HEALTH UNIT
SEIU LOCAL 521

Janice Lawton

Zeb Feldman

Heather Forshey

Jaji Murage

Joseph Scott

Loc Tran

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G.1 SALARIES

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

Class

Code Class Title

E50	Eligibility Examiner
E47	Eligibility Worker I
E46	Eligibility Worker II
E45	Eligibility Worker III
Y04	Medical Social Worker I
Y03	Medical Social Worker II
E65	Program Services Aide
Y49	Social Work Coordinator I
Y3A	Social Worker I
W06	Social Worker I-U
Y3B	Social Worker II
W02	Social Worker II-U
Y3C	Social Worker III
W07	Social Worker III-U
H19	Teaching Homemaker II

G.2 MASTER SECTIONS THAT EXCLUDE SSU

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

- Section 5.1 Seniority Defined
- Section 5.4 Consideration of Layoff
- Section 5.8 Administrative Transfer Because of Layoff
- Section 6.1 b)-Probation 5 days notice or 5 days pay
- Section 8.3 Alternate Work Hours
- Section 8.6 Clean Up Time
- Section 8.12 Bilingual Pay
- Section 8.14 Hours of Operation
- Section 8.16 Hazard Duty Pay
- Section 8.17 Notary Public Differential
- Section 12.11 State Required Continuing Education and Licensure Fund
- Section 12.12 Education Reimbursement Committee
- Section 12.13 Drivers Licenses
- Section 17.2 Ambiance Guidelines

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G.3 UNION SECURITY

New Worker Orientation

The Union shall be allowed a Representative at departmental training for new workers. Such Representative shall be allowed one (1) hour to make a presentation and answer questions of workers in classifications represented by the organization. The Union may present packets to represented workers at departmental training, 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 training sessions.

G.4 OFFICIAL REPRESENTATIVES AND STEWARDS

Section 4.1 - Official Representatives

- a) The Union agrees to notify the County of their Official Representatives of the representation unit and changes in such Representatives. They may also designate alternates to such Official Representatives for purpose of specific meetings by advance notice to the appropriate level of Management. The County agrees to provide release time to no more than two (2) Official Representatives at a given meeting for the following purposes:
1. Attendance at meetings with Management, either at the Departmental or County-wide level.
 2. Attendance at meetings of the Board of Supervisors.
 3. Attendance at meetings of the County Personnel Board (non-disciplinary hearings).
- b) Official Representatives and/or alternates shall notify their supervisor of their intention to be on release time as far in advance as reasonably possible but no later than the end of normal business hours the day before such meeting, except in emergency situations. A log of hours and dates will be maintained by the immediate supervisors and submitted to the designated office monthly. The Union agrees, insofar as possible, that meetings with Management shall be arranged in advance, with notification to the appropriate level of Management of the Official Representatives planning to attend.
- c) It is agreed that the time necessary for representation will be recognized by the County for meetings with Management. Management agrees to arrange release time with the Official Representative's supervisor, if necessary.

Section 4.2 - Stewards

- a) The Union agrees to notify the designated manager and the County Executive's designee of those individuals designated as Stewards to receive and investigate grievances and represent employees on grievance matters before Management. Alternates may be designated to perform Steward function during the absence or unavailability of the Steward.

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- b) It is agreed that meetings at which a Steward is entitled to release time are limited to:
1. A meeting of the Steward and a worker, or workers of the unit related to a grievance or appeal.
 2. A grievance meeting with Management.
- c) It is agreed that reasonable time for investigating and handling grievances will be allowed. Time off for grievance handling shall not unduly interfere with the performance of a Steward's duties as a worker or with the work flow requirements of the Department. Steward release time shall be limited to one (1) Steward, Alternate or Chief Steward per instance. In the case of a group or Union grievance, one (1) Steward and/or the Chief Steward and one (1) worker will be authorized release time on behalf of the aggrieved.
- d) The Union agrees that the Steward, Alternate, or Chief Steward, before leaving the work unit, will sign out on an approved supervisor's Release Time Log Sheet maintained by the immediate supervisor. Stewards shall sign in on the Log Sheet immediately upon return to duty. The Log Sheet shall be submitted to the designated manager monthly.

Section 4.3 - Worker Contact with Stewards

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

Section 4.4 - Official Representative & Chief Steward Workload Reduction

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

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their representational functions. The total reduction will not exceed one hundred twenty-five (125%) of one (1) worker's workload, distributed between not more than six Official Representatives including the Chief Steward.

G.5 LAYOFF

Section 5.1 - Seniority Defined

Except as otherwise provided in Sections 5.2 and 6.9 (in Master), seniority is defined as days of accrued service within any coded classification with the County. Days of accrued service shall be either the number computed and reported on the worker's paycheck or that number as modified by operation of the following provision of this section and/or the provisions of Section 5.4 (in SSU). Workers who, prior to January 1, 1983, report in writing to Labor Relations the date of their halftime employment worked prior to October 11, 1982 will upon verification, have such half-time service credited as full-time for the purposes of this section.

Section 5.2 - 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, subject to the following provisions:

The County shall, at least annually (calendar year), determine the number of second language workers needed. Such determination shall be by Department/Agency. The determination shall be subject to impartial fact finding should the parties disagree. The need for bilingual workers by language shall be determined based on the following formulas:

1. Where caseload standard maximums exist:

Intake: (Total number of applications*/referrals/cases of second language from previous year divided by 12) divided by (monthly intake standard multiplied by .8) = total number of second language workers needed in the Department/Agency in order to retain workers out of seniority order.

* Including applications in "pending" status

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Continuing Caseload Assignments: (Total number of current active cases of second language) divided by (caseload standard multiplied by .8) = total number of second language workers needed in the Department/Agency in order to retain workers out of seniority order.

When the above formula results in a fraction of a worker and that fraction is .5 or above, the result will be rounded up to the next whole number.

2. Where no caseload standards exist or where task-based assignments do exist, the Union and the County shall meet to mutually develop the method/formula for the determination of second language needs.

Bilingual workers shall be selectively retained in seniority order based on the need as determined above. Any worker who is selectively retained to fill these bilingual needs shall be required to pass a certification test and upon passing, will not be required to be retested for the same language during the term of his/her employment.

Section 5.3 - Reemployment List

The names of such probationary and permanent workers reassigned or laid off in accordance with Section 5.7 (in Master) of this Article shall be entered upon a reemployment list in inverse order as specified under Section 5.2 in SSU. When a vacancy exists and the Department/Agency requests certification, the vacancy shall be filled as follows:

- a) If the bilingual need is being met, the person standing highest on the reemployment list for that class shall be offered the appointment.
- b) If the bilingual need is not being met, selective certification for the bilingual need shall be used prior to outside recruitment.
- c) Regardless of the bilingual need, one of every four vacancies shall be filled in seniority order.

Workers on reemployment lists shall retain the right to take promotional exams and/or receive promotional preference on exams.

Section 5.4 - Names Dropped from Reemployment List

No name shall be carried on a reemployment list for a period longer than three (3) years, except workers shall remain on the list and accrue seniority (for purposes of this

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Article) while workers with less seniority are retained. The names of workers reemployed in a permanent position within the same classification shall, upon such reemployment, be dropped from the list. Refusal to accept one of two offers of reemployment within the same classification, shall cause the name of the worker to be dropped from the reemployment list.

Section 5.5 - Job Security and Training

The Union and the County agree that it is in the best interest of the workers, managers, clients and residents of Santa Clara County to have a stable, highly qualified and effective workforce. In order to maintain this workforce and to mitigate layoffs due to contracting out, reengineering or job combinations/redesigns, and as a part of the Inplacement program, the parties agree to establish a joint labor-management committee at the appropriate time to identify potential retraining needs and to work cooperatively to secure training funds.

Section 5.6 - Administrative Transfer Due To Layoff

- a) A worker who is to be administratively transferred due to the impact of a layoff shall be allowed to select, on a seniority basis, an available transfer in the same classification within the Department.
- b) For the purposes of layoff, the County and the Union will meet with Human Resources to discuss outstanding concerns of placement, including but not limited to, alternately staffed codes. If agreement cannot be reasonably reached, then such decision shall not violate any section of this MOA or the Merit System Rules.

G.6 PERSONNEL ACTIONS

Section 6.1 - Counseling and Unfavorable Reports

a) Counseling

In the event that a worker's performance or conduct is unsatisfactory or needs improvement, the worker's first-line supervisor shall provide informal verbal or written counseling. Counseling should normally be separate from on-going worksite dialogue and should address performance or conduct which requires improvement. Documentation of such counseling shall be given to the worker at the time of the counseling and shall not be placed in the worker's personnel file and when the situation allows counseling shall be used prior to any unfavorable reports being issued.

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)

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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. The government entity in question is not the Health and Hospital Services or the Social Services Agency. Provided no additional report has been issued during the intervening period, each report shall be removed from the worker's file at the end of two (2) years except unfavorable reports involving charges as listed in Merit System Rule A25-301 (a) 4 and (b) 2.

Workers shall have the right to grieve the factual content of unfavorable reports, and/or attach a written response to the report for inclusion to their personnel file.

Section 6.2 - Performance Appraisal

The Union and the County have met in good faith on the implementation of an Annual performance Appraisal System for workers in this bargaining unit.

It is the intent of the parties to foster a positive system which is designed to provide workers and supervisors a process to openly and positively focus on the achievements of individual and organizational goals and objectives, and to provide feedback on areas needing attention and improvements. The specific elements of agreement are as follows:

- a) Appraisals shall be issued and completed and reports issued between January and March of each year of the Agreement.
- b) Joint Union-Management committees shall reconvene as needed to review and suggest revisions where appropriate in performance appraisal reports. Any revisions in the performance appraisals require an agreement between the Union and Management.
- c) A worker who is dissatisfied with his/her appraisal may request and receive a review as outlined in the respective Performance Appraisal Process.
- d) The first annual appraisal report shall not be placed in the worker's personnel file. Subsequent annual appraisal reports shall be placed in the worker's personnel file.
- e) 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.

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G.7 PAY PRACTICES

Section 7.1 - Differentials

a) Bilingual, Trilingual, Quadrilingual Differential

The County will pay a differential of one hundred sixty dollars (\$160.00) a month to bilingual workers covered by the Social Services Bargaining Unit. An additional twenty dollars (\$20) per month will be paid for a third language certification and an additional twenty dollars (\$20) per month for a fourth language certification.

b) Eligibility Worker III-Intake Differential

Eligibility Worker IIIs performing an Intake function will receive a seven and one-half percent (7.5%) differential above their base rate. ESA will complete a reclassification study on the Eligibility Worker series, including the differential, and a meet and confer will be held on the impact to wages, hours and working conditions.

c) Eligibility Worker II-Intake Differential

Except for peak work periods, Intake work shall be performed by workers in the classification of Eligibility Worker III. During periods of projected peak work load, workers in an office in the classification of Eligibility Worker II who meet the minimum qualifications for the classification of Eligibility Worker III may volunteer to be assigned to do Intake work. Such workers assigned to perform Intake function shall be paid a two dollars and forty cents (\$2.40) per hour differential.

ESA will complete a reclassification study on the Eligibility Worker series, including the differential, and a meet and confer will be held on the impact to wages, hours and working conditions. This differential is further outlined in Section 9.8 a) 1.

d) Evening Shift Differential

A premium for an evening shift differential of two dollars and sixty-five cents (\$2.65) per hour shall be paid to all County workers for each hour worked after 2:00 PM if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 5:00 PM, irrespective of classification, pay level, overtime status, holiday work, or other wage variations. Such premium shall apply to workers who work a 4/10 schedule provided 4 hours of an assigned schedule of contiguous work hours, including overtime, are worked after 5:00 PM.

e) Night Shift Differential

A premium for night shift differential of three dollars and thirty cents (\$3.30) shall be paid to all County workers for each hour worked after 11:00 PM and prior to 7:30 AM if at least four (4) hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 11:00 PM and before 7:30 AM, irrespective of classification, pay level, overtime status, holiday work, or other wage variations. The night shift premium shall be allowed to a worker on any leave of absence with pay while assigned to a regularly scheduled night shift and the worker is returning to a night shift schedule immediately following the leave of absence with pay.

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Such premium shall apply to workers who work a 4/10 schedule provided 4 hours of an assigned schedule of contiguous work hours, including overtime, are worked after 11:00 PM and before 7:30 AM.

f) **Lead Differential**

Workers in the classifications of Social Worker II, Social Worker III and Eligibility Examiner (in the Appeals Unit, Quality Control Unit or I.E.V.S. Unit) when assigned to function in a lead capacity in their unit shall be paid a differential at a rate of approximately five percent (5%) (one full salary range) higher than that specified for regular positions in the respective classifications and receive a ten percent (10%) workload reduction. Prior to assignment of Leads an announcement must be made to ask for volunteers within the unit and interviews shall be conducted.

Section 7.2 - Temporary Supervisory Assignment

a) Temporary supervisory assignment may be assigned to cover vacant regular codes after ordinance code provisions for filling such vacancies have been followed and with approval of the Director of Personnel that the incumbent meets the minimum qualifications of the Supervisory classification. When a worker is assigned all the significant duties of a higher supervisory class of Eligibility Work Supervisor, Social Services Program Manager, Social Work Supervisor, Social Work Coordinator I, or Social Work Coordinator II, Social Service Program Control Supervisor, Director Medical Social Services, the worker will receive pay consistent with the promotional pay procedure as set forth in Article 7, Section 3, commencing on the first such working day.

b) A worker temporarily assigned temporary supervisor assignment shall receive the pay for:

1. Holidays when the worker is assigned temporary supervisory assignment the day prior to and following the holiday.
2. Sick leave absences when the worker is assigned temporary supervisory assignment and while absent is not relieved by the incumbent or by another worker assigned temporary supervisory assignment in the same position.

Section 7.3 - Acting Unit Supervisor

a) An acting supervisor may be assigned by the appropriate manager for any absence period of the Eligibility Work Supervisor, Social Work Supervisor, Social Work Coordinator II, Social Service Program Control Supervisor, or Director Medical Social Services. The assigned worker(s) shall receive pay consistent with Section 7.3 commencing on the first (1st) working day. This Section is limited to the following five (5) classes:

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1. Eligibility Work Supervisor
 2. Social Work Supervisor
 3. Social Work Coordinator II
 4. Social Service Program Control Supervisor
 5. Director Medical Social Services
- b) The worker in the unit in the highest classification shall be designated as acting supervisor. In the event that more than one worker holds the above qualification, the workers in the unit shall choose the acting supervisor by consensus or vote.
- c) Under normal circumstances the acting supervisor in Intake Units shall be taken off the line for the assignment period. In DEBS Continuing, no new cases may be assigned to the acting supervisor during the period of the temporary assignment, unless the weighted caseload falls below eighty percent (80%) of the appropriate caseload standard. If the assignment is four (4) weeks or more, new cases will not be assigned unless the weighted caseload falls below 65%.

G.8 HOURS OF WORK, OVERTIME, PREMIUM PAY

Section 8.1 - Beeper / Cell Phones

Beepers or cell phones shall be provided to all workers when placed on on-call status.

Section 8.2 - Call-Back Pay

If overtime work does not immediately follow or precede the regular work shift, a minimum of four (4) hours, call-back time shall be credited the worker. Social Workers assigned to Child Welfare Continuing, Emergency Response, or other Social Workers who are assigned and authorized to respond to client, facility or recognized agent telephone calls without returning to work location shall be credited with call-back pay of twenty-four (24) minutes or the actual time spent on the transaction, whichever is greater. Call-back pay is subject to all provisions of Article 8, Section 8.2, Overtime Work. Workers will be credited for each call back during a scheduled shift.

Section 8.3 - Temporary Work Location

When a Worker is assigned to work at a location different from his/her regular work location, the County will either supply transportation or pay mileage based on the additional distance driven as the result of the temporary assignment.

No mileage will be paid for home-to-work/work-to-home travel except for those miles in excess of the distance from the worker's home to the regular work location. Travel time will be paid only for travel between work locations when a worker is assigned to report to the regular work location before or after reporting to the temporary work location. Except in the case of emergency the County shall notify the worker and SEIU Local 535

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at least two week prior to assigning any worker to a location different from his/her regular work location.

Section 8.4 - Transfer Opportunities and Requests

a) Transfer Opportunities

The County shall continue a transfer information system, which workers access on-line to obtain information on transfer opportunities for classifications within the Social Services Unit resulting from:

1. New positions authorized to the Department, and
2. Vacancies resulting from promotion, resignation, termination, or transfer. Such transfer opportunities shall be listed with the transfer information system. Positions listed with the transfer information system shall be listed for five (5) working days prior to filling the position. The County will continue routine distribution of transfer and promotional opportunities.

b) Transfer Requests

Workers holding permanent status in a classification who wish to transfer to another position in the same classification within the County shall notify the appropriate Department/Agency Personnel Transactions Unit on the form provided by the Department/Agency. Appropriate transfer requests will be provided to the interviewing supervisor (subject to approval of the appointing authority or his/her designated representative) who will interview the five (5) names on the transfer list with the most County service seniority based on the payroll statement days of accrued service. If five (5) or more workers are requesting transfer, one must be selected. If there are less than five (5), then all must be interviewed prior to requesting the appropriate Merit system eligible list. The filling of vacancies by transfer shall be consistent with Merit System Rule Section A25-184c. All transfer requests shall be purged and abolished on October 1 and April 1 of each year.

c) Administrative Transfers

Based on the needs identified by the Department/Agency transfers between geographic locations will be made as follows:

1. Volunteers in order of most County service seniority (days of accrued service).
2. Assigned by inverse County service seniority (days of accrued service).

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

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3. To abide by the Americans with Disabilities Act and to comply with any other requirements of law as in transfers necessitated by sustained civil rights complaints. Notwithstanding the provisions described above in this subsection, workers assigned to the VMC Bureau shall be considered to be in one and the same geographical location; workers in Court Services, school based program or Family Resource Centers shall be considered to be in the same geographical location as other workers reporting to the same Social Service Program Manager. Prior to making administrative transfers provided for in this paragraph, the Union shall be afforded the opportunity to meet and confer with the County. The assignment preference of the worker, if any, including that to other Bureaus, is a proper subject of consideration.

G.9 WORKLOAD STANDARDS

All workload and caseload standards are for the current working environment. Any future changes in workload/caseload standards proposed by the Department/Agency shall be subject to a meet and confer process on the impact to wages, hours and working conditions.

Section 9.1 - Workload Standards

The County and the Union agree that workload and workload standards shall be adopted by the Board of Supervisors. Workloads and workload standards shall be based, to the extent possible, on time and quality requirements. Standards and workloads shall be considered to include all work and actions assigned and/or required. Workloads will be made on the basis of what can be reasonably completed in an average eight hour workday/forty hour work week provided the worker is on a 5/8 work schedule, or workloads will also be based on the alternate work schedules, such as 9/80 or 4/10, or any variable schedule. Tasks will not be assigned when the worker is absent or off schedule, with exceptions based on County policies or Local, State and Federal law. It is agreed that tasks are assigned and worked as a normal work day permits. No worker shall be expected to self-assign tasks. This shall apply to all task-based environments in DEBS. Work performed in a task-based or call center environment is excluded from caseload standards in DEBS.

Section 9.2 - Standards Changes

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

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2. The County and / or the Union may request a time and motion metrics analysis for the purpose of adjustment of workload standards.
3. The County and the Union shall participate in the selection of a time and motion metrics consultant consistent with County Procurement policies and practices.
4. The results of the analysis shall be presented to the County and the Union within 60 days of the initial request. Upon mutual agreement of the Department and the Union, the timelines can be extended.
5. Upon receiving the metrics analysis either party may within five (5) working days, request to meet and confer on the impact of the study on the working conditions. Negotiations will proceed for a period not to exceed thirty (30) days, after which the Board of Supervisors may enact the revised caseload standards.
6. In the event the parties are unable to reach agreement within the thirty (30) day period, either party may request that the matter be referred to an impartial fact finder. The fact finder shall be jointly selected by the County and the Union from a list provided by the State Mediation and Conciliation Service. The fact finder's compensation and expenses shall borne equally by the Union and the County. The fact finder shall, within thirty (30) days of selection, meet with the parties, receive presentations and afterwards forward a public advisory recommendation to the County and the Union. The Board of Supervisors shall act within thirty (30) days of receipt of the advisory fact finding report, and no later than thirty (30) days of receipt of the fact finding report.

Section 9.3 - Workload Compliance

Grievances alleging non-compliance to workload and/or workload standards contained herein shall be appealed in writing in accordance with the grievance procedure. Failing resolution at Step 1, the grievance shall be moved to Step 2, expedited arbitration, for determination as "in compliance" or "out of compliance." The Union and the County agree to mutually agree upon or jointly select a panel of seven (7) arbitrators to include females and minorities from names provided by the State Conciliation Service. Said panel to be jointly selected and shall be incorporated into the body of this Agreement. During the term of the Agreement, the parties may mutually agree to change the composition of the panel. The arbitrator's compensation and expenses shall be borne equally by the County and the Union. The parties shall request a hearing within ten (10) days of selection of the arbitrator from the panel. Compliance remedies shall be the determination of the Board of Supervisors. The compliance arbitration process is restricted to questions of exceeding the workload/caseload maximums set by the Board of Supervisors. Workload/caseload maximums, components of the workload/standard

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definitions, and procedures for counting are not subject to change by workload arbitration.

Section 9.4 - Differential Workloads

The County may establish lower differential workloads based on experience level of personnel, characteristics of cases, and/or special program features.

Section 9.5 - Workload Monitoring

On a monthly basis, Management agrees to provide the Union with statistical information developed by the County for monitoring workload distribution. The County agrees to meet upon request by the Union to resolve questions of interpretation, classification, or implementation.

Section 9.6 - Bilingual, Trilingual, Quadrilingual Workloads/Caseloads

- a) Bilingual, Trilingual, Quadrilingual language caseloads will consist of a minimum of fifteen percent (15%) second language cases and a maximum of eighty percent (80%) second language cases. Only caseloads meeting the above criteria (or excepted below) shall qualify the multi-lingual worker for the monetary differential. When the second language cases in a caseload fall below fifteen percent (15%), the differential will be continued for two (2) pay periods. If the minimum requirement of fifteen percent (15%) is not met within the two (2) pay periods, the differential may be discontinued beginning with the next pay period. When the multi-language caseload reaches eighty percent (80%), the worker shall be at one hundred percent (100%) of standard overall. Effective May 1, 1986, no more than five percent (5%) additional cases can be assigned to a worker when his/her second language caseload reaches 75%.
- b) The Department may designate a position or person for the multi-language differential when a second language skill is needed for:
 1. One-of-a-kind language skill for caseloads.
 2. Unique need of a geographical location or service when the total number of cases do not make up fifteen percent (15%) of a caseload for a worker in that location.
 3. Intake position requirements.
- c) Non-English language cases are to be assigned to certified workers. Language certification is required prior to assignment of second language cases to Bilingual, Trilingual, Quadrilingual workers.
- d) Cases requiring special language skills in languages that have not been designated by the Department for worker certification shall have a weight of 1.1. Where there are not certified

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multi language workers available in an office to provide services in that language, the second language cases will have a weight of 1.1.

- e) At the request of one of the parties the County and the Union shall meet to review the number and location of multilingual positions designated.
- f) Bilingual, Trilingual, Quadrilingual certification will be done in accordance with procedures approved by the Director of Personnel.
- g) Certified Bilingual, Trilingual, Quadrilingual workers will be allowed five (5) hours protected time per week.
- h) Bilingual, Trilingual, Quadrilingual workers with multiple language certifications shall be assigned cases in their designated languages and shall be paid the Bilingual, Trilingual, Quadrilingual differential in accordance with Section 7.1e).
- i) Section h) of this article shall apply to task-base work environments.

Section 9.7 - Workload Standards - Social Services

The Board of Supervisors of Santa Clara County hereby enact the following workload / workload standards for those classifications in the Social Services representation unit. These workloads and workload standards shall be published for informational purposes to assure that the Social Services Agency and affected staff are aware of the established procedures.

Section 9.8 - Department of Employment and Benefits (DEBS)

a) Intake

1. Except for peak work periods, Intake work shall be performed by workers in the classification of Eligibility Worker III. During periods of projected peak work load, workers in an office in the classification of Eligibility Worker II who meet the minimum qualifications for the classification of Eligibility Worker III may volunteer to be assigned to do Intake work. Such workers assigned to perform Intake function shall be paid a two dollars and forty cents (\$2.40) per hour differential. ESA will complete a reclassification study on the Eligibility Worker series, including the differential, and a meet and confer will be held to discuss the impact to wages, hours and working conditions.

2. In task-based environments, work associated with a no show is considered a task.

b) Continuing

1. One (1) Eligibility Worker III shall be budgeted for each Continuing Unit.

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2. Workloads will be distributed equitably to the extent practicable among Eligibility Units, Workers and Programs.
3. On the last working day of each month, all cases in a discontinued status shall be closed. After the next calendar month following discontinuance, clients must reapply for benefits through Intake with the exception of the following to be processed by Continuing workers:

- Adding Medi-Cal to existing Food Stamps cases
- Adding Medi-Cal to existing Medi-Cal cases (except when adding regular Medi-Cal to a QMB case)
- Adding Medi-Cal to existing cash aid cases
- Adding Food Stamps to cash aid cases

4. Benefits Services Center (BSC)

The total staff assigned to the Benefits Services Center (BSC) is consistent with State funding allocation for 100% of the Medi-Cal and CalFRESH casework.

- c) Integrated Eligibility Verification System (IEVS) Unit

The following standards apply to workers performing the earnings clearance function as presently conducted in the IEVS Unit:

1. An IEVS worker will normally be assigned 75 Earnings Clearance cases at any point in time. Additional cases will be assigned to maintain the caseload within this range.
2. An IEVS worker will be expected to complete 90 cases in a thirteen (13) week period. This requirement will be proportionately reduced for all authorized technical training, and for absences of one-half (1/2) working day or more. Cases completed will be given credit as follows:
 - a. Overpayment cases actually referred for fraud prosecution or collection.
 - b. Cases closed without such referral.
 - c. Uncompleted cases transferred out of unit for lack of employer co-operation or other reason.
 - d. Hourly credit at the rate of 0.15 is given for time spent on court appearances and special projects only.

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3. Insofar as practical, cases involving more than three (3) employers will be equitably distributed within the unit.

d) Workload Projections

The Department will project staffing needs and monitor caseload trends in order to ensure an authorized number of Eligibility Workers to meet workloads.

e) DEBS Floater

The County may provide for workload balancing, authorized absences and uncovered workloads through the utilization of DEBS Floaters (Eligibility Worker III's)

Eligibility Worker II's will be paid two dollars and forty cents (\$2.40) when doing floater work.

f) Training Codes and Building Caseloads for New Eligibility Workers

The period of training will occur for not less than three months and no more than six. No worker shall be responsible for a maximum caseload until he/she has completed three months of training. Until the new worker orientation training has been developed, the EW I's will continue to use the following caseload guidelines:

Individual Caseload Maximums:

158 CalWORKs (and/or Food Stamps)
172 GA and CAPI (and/or Food Stamps)
147 Foster Care
158 Refugee Cash Assistance (RCA)
615 Adoptions

Upon completion of the EWI training, the cases will be returned to the call center. Upon the request of the Union, the County agrees to meet and confer on the impact of any changes in the training model.

Caseload Building is as follows:

First three weeks	0% Initial Training Period
Next four weeks	33% Caseload Maximum
Next four weeks	66% Caseload Maximum
Twelfth week & Thereafter	Full Caseload 100%

In the initial training period, workers shall be administratively assigned to designated training units and shall be supervised by Staff Development Specialists, Trainers or Eligibility Worker Supervisors.

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g) DEBS (EW) Workload/Caseload Building

Any Eligibility Worker II administratively reassigned to a program or function in which he/she has had no experience within the preceding year shall be given a workload/caseload reduction of twenty-five percent (25%) for the first thirty (30) days.

h) DEBS Overtime

The following is Agency policy for the authorization and utilization of cash paid overtime:

1. Overtime hours shall be authorized proportionate to caseload overages as determined by applicable workload/workload standards in Article 9. With regard to unfinished tasks, management will determine whether to authorize overtime or have the tasks carried over to the next work period.
2. Overtime is authorized on an office-by-office basis.
3. Overtime is authorized by Office and Program to volunteers prior to making Mandatory assignments.
4. In the event there are too many volunteers, over time shall be authorized to the most senior days of accrued service) volunteers by Program, Office and consistent with Merit System Rule A25-184(c).
5. Advance notice by Office and Program shall be given so workers can volunteer. Under normal conditions, one (1) week's notice shall be given a worker prior to being assigned mandatory overtime. SSPMs may exempt workers from mandatory overtime for problems related to health, childcare or transportation. Other similar good cause exemptions i.e. religious reasons may be approved. A DEBS Administrator will review appeals.
6. Overtime days, Offices using overtime, number of workers needed to work overtime, and determination of peak workload positions will be the responsibility of the Department Management except as modified by contract or law.
7. A worker currently under counseling, an Unfavorable Report or an improvement needed evaluation related to work production may be excluded from the assignment of overtime work.
8. This policy fulfills the obligation under Section 8.2(d) of the Joint Memorandum of Agreement between County and Local 535, SEIU, to distribute overtime work assignment equally.
9. DEBS Special Project Overtime in Response to Special Circumstances (SPOT)

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Overtime work assignments shall be distributed among workers in the same classification and applicable work unit equitably and as described below:

- a. Special Project Overtime Work shall exclude situations generally covered by Section 9.8 i) and shall be offered to all qualified workers as authorized by the DEBS Director or designee. It is work occasioned by a change in regulation with a time-limited process necessary to meet Federal, State, CalWIN or GA mandates or deadlines within thirty (30) days.
- b. The Union shall be notified via email as soon as the County identifies any such project prior to its commencement and shall be provided information. Such information shall document the reason for the work.
- c. Workers will be asked to perform such work on a voluntary basis.
- d. In the event there are too many volunteers, overtime shall be authorized for the most senior defined as days of accrued service as reported in a worker's paycheck) volunteers by Program or Office.
- e. In the event there are too few volunteers, mandatory assignments shall be made to the least senior with permanent status by Program or Office. Appeals for hardship circumstances may be presented to the DEBS Director or designee pursuant to Section 9.8 h) 5.

Section 9.9 - Department of Family and Children Services (DFCS)

The following workload standards reflect all activities necessary for the provision of Social Services to clients and include all work that is required by regulations or Department policy for the processing of services cases. These standards include time for non-case related work such as necessary supervision, meetings and training, as well as miscellaneous duties that may be assigned. Caseload counts will be determined by the existing methods (i.e., CWS/CMS or the existing hand/manual tabulations used in program areas not covered by CWS/CMS). Caseload counts will be determined by the existing methods and provided to the Union twice a month. Cases (new or transferred) will be assigned with consideration of the receiving caseworkers existing court calendar.

1. Child Welfare Services

The County and the Union agree that these interim standards and the Child Welfare Service configuration will be subject to changes pending the DFCS Practice Changes, and the changes will be subject to meet and confer prior to the implementation of any changes.

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- a. Social Workers will carry a mixed caseload not to exceed 30 children. Service cases will be distributed equally to the extent practicable. The County agrees to generally equalize the types of Service cases assigned.

Family Maintenance	25 Children Court or Non-Court
Family Reunification	16 Court or Non-Court
Permanent Placement	30 Children
Drug Court	No MOA standards

Note: Children for whom a termination of parental rights is pending shall receive the FR eight for a period of 120 calendar days.

- b. A service caseload of 25 children for Informal Supervision will be the interim standard pending the meet and confer on the DFCS Practice Changes.
- c. Adoption Finalization – 38 children and 32 home studies
- d. Post Adoptive Services – 1.5 FTEs shall be dedicated to provide post adoptive services.
- e. Foster Home Licensing – One hundred forty-five (145) (consists of both pending and licensed foster homes.)
- f. Home Studies – 32 children
2. Emergency Response/Immediate Response/Joint Response
There will be 14 referrals in a 21 day month, prorated for full day absences for sick leave, vacation, personal leave, compensatory time, furloughs or training, or when working as the Acting Unit Supervisor. No Social Worker shall be assigned to the IR/JR Board in excess of 10 workdays in any 21 workday month. The following formula shall be used to determine the adjusted number of referrals per month:
- [(Maximum number of work hours in a month minus number of full day hours absent and/or Acting Unit Supervisor during the month) divided by (maximum number of work hours in a month)] multiplied by 14=Adjusted number of referrals per month.
3. Dependency Investigation
Until the completion of the negotiated DFCS Practice Changes, the control clerk will distribute the cases as equally as possible, taking into consideration staff availability and language needs.

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Section 9.10 - Department of Aging and Adult Services

a) Adult Protective Services - 30 Adults

Adult Protective Services social workers shall carry no more than thirty (30) adults at any one time. Assignments shall be made on a flow basis (i.e. point in time).

b) IHSS

1. Intake: Each IHSS social worker will normally be assigned thirty-six (36) cases in a twenty-one (21) workday month. The monthly standard will be proportionately reduced for all authorized absences (including screening) one-half (1/2) working day or more.

2. Continuing: Each IHSS social worker will complete forty-three (43) reassessments in a twenty-one (21) workday month. The monthly standard will be proportionately

reduced for all authorized absences (including Officer of the Day duty) of one-half (1/2) working day or more. Workers will rotate OD coverage for the Continuing Bank.

Section 9.11 - Public Health Department, Adolescent Family Life Program

Social Workers case management standards are established by the contract between the State of California and Santa Clara County. This section is not grievable under Article 9 – Workload Standards and Article 12 - Grievance Procedure.

Section 9.12 - Services Caseload Building

a) Procedures for assigning cases to new workers, Social Worker I or Social Worker II - Step I (no previous casework experience) starting from zero.

1st month: 50% 2nd month: 75% 3rd month: 100%

b) Any Social Worker I or II administratively reassigned to a program or function in which he/she has had no experience will be given a caseload reduction of twenty-five percent (25%) for the first thirty (30) days.

c) "New" Cases

Any case assigned (including transfer) to a worker that is a new case to that worker will be Counted.

G.10 LEAVE PROVISIONS

Section 10.1 - Fitness for Duty Examination

Court Related-The appointing authority may require a worker who has been formally charged in a court of competent jurisdiction with the commission of any felony or of a misdemeanor involving moral turpitude, provided said crime is related to the worker's

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employment status, to take a compulsory leave of absence without pay pending determination by way of a plea, finding or verdict at the trial court level as to the guilt or innocence of such worker.

a. Determination of Innocence

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

b. Determination of Guilt

If there is a determination of guilt, the appointing authority may take appropriate disciplinary action. If the action is a suspension and the suspension is for a

shorter duration than the compulsory leave, the worker shall receive the difference between the compulsory leave and the suspension in salary and all benefits.

Section 10.2 - Educational Leave and Tuition Reimbursement

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 one hundred twenty thousand dollars (\$120,000). One-half (1/2) thirty thousand dollars of the first year's fund (sixty thousand dollars (\$60,000)) will be held until January 1, 2012. Funds not used for any six (6) month period shall be carried over for use in the next six (6) month period. One-half (1/2) (thirty thousand (\$30,000)) of the second year's fund, sixty thousand dollars (\$60,000) will be held until January 1, 2013.

Fiscal Year 12 – 13
1st half - July 1, 2011
2nd half - January 1, 2012

Fiscal Year 13 - 14
1st half - July 1, 2012
2nd half - January 1, 2013

b) Eligibility Workers are eligible to participate in the program provided:

1. The worker is not receiving reimbursement from any other government agency or private source. (This applies to reimbursement only.)

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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 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.

c) Disapproval

Management may disapprove an application for tuition reimbursement provided:

1. Notice of disapproval is given to the worker within ten (10) working days after receipt of the application.
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, he/she shall be allowed to continue the course with time off as provided for in this Section, except for denial based on paragraph (b)5. above. If a final determination is made against the worker, time off shall be made up by working, charging vacation time or compensatory time, or payroll deduction, and tuition reimbursement shall not be paid. If a final determination is made supporting the worker, he/she shall be fully reimbursed in accordance with this Section.

d) Reimbursement

Total reimbursement for each worker participating in the program will not exceed eight hundred (\$800) in Fiscal Year 2009. 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.

e) 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.

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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.
3. Deduction of the full amount of reimbursement if he/she leaves County employment before completion of the course.

f) 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 work week 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 in Master.

Section 10.3 - Professional Development Fund

- a) The County agrees to provide a Professional Development Fund which will be available to Social Workers in the Social Services Bargaining Unit.
- b) The County will fund, on a matching basis, up to eight thousand five hundred (\$8500) per fiscal year for individual professional development. This funding is over and above the Tuition Reimbursement Program.
- c) The fund will consist of eight thousand five hundred (\$8,500) which will be allotted as follows, one-half (1/2) of each year's fund will be held until pay periods 01/12 and 01/13.
- d) Expenses to be reimbursed on a matching fifty-fifty (50/50) basis for each program. Total reimbursement for each worker participating in the program will not exceed three hundred dollars (\$300) per fiscal year.
- e) The requested expenditure must relate to the worker's job and be technical or professional in nature. It must also provide direct and immediate benefit to the worker's performance of his/her current job.
- f) Allowable expenses shall include, but not be limited to conference and seminar registration fees, LCSW initial exam fee, LCSW renewal fee, tuition not reimbursed under the Tuition Reimbursement Program, books and materials required for a conference, seminar or course, expenses for travel out of the County to attend a conference, seminar or course, including transportation, meals, lodging, etc. per

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County reimbursement policy, procedure and schedules. An itemized statement of expenses shall be submitted by the worker for reimbursement or accounting, as the case may be.

- g) The general criteria for approval of individual programs will be established by the Agency. The Agency will be responsible for approval of programs selected by individuals. The fund will be administered at the County level.

G.11 WORKERS IN UNCLASSIFIED POSITIONS

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 unclassified coded positions.

G.12 GRIEVANCE PROCEDURES

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 12.1 - 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 12.1(b).

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, except as provided and modified in Article 9 of this Agreement.
5. Merit System Examinations.
6. Items requiring capital expenditure.
7. Items within the scope of representation and subject to the meet and confer process.

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Section 12.2 - Grievance Presentation

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.

Section 12.3 - 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 12.4 - Informal Resolution/Time Limits

It is agreed that workers will be encouraged to act promptly through informal discussion with their immediate supervisor 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. 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, and the matter proceeds to arbitration, the party who missed the time limits as determined by arbitrator shall pay the full costs of the arbitrator.

Section 12.5 - Formal Grievance

a) Step One

Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the person designated by the appointing authority. A copy of the grievance shall 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.

b) Step Two

If the aggrieved continues to be dissatisfied, he/she may, within fifteen (15) working days after receipt of the first step decision, present a written presentation to be directed to the County Executive's designated representative indicating the aggrieved wishes the (1) 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. The County and the Union have mutually agreed upon a panel of five (5) arbitrators:

Thomas Angelo, Morris Davis, John Kagel, Fred D'Orazio, William Riker

Members of this arbitration panel shall be advised of and agree to the following provisions:

1. Within fifteen (15) working days of receipt of the grievance at step two, one (1) arbitrator shall be selected from the panel and a hearing scheduled within thirty (30) calendar days.
2. Arbitration proceedings shall be recorded but not transcribed except at the request of either party or the arbitrator. Upon mutual agreement, the County and the Union may submit written briefs to the arbitrator for decision in lieu of a hearing.
3. The arbitrator's decision shall be rendered within fifteen (15) days of the hearing, receipt of the transcript 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, provided worker grievances shall be arbitrable only at the expressed request of the worker involved, and with the concurrence of the Union, unless the grievance is deemed a Union or group grievance prior to submission to step two. Decisions of the arbitrator shall be final and binding.

Section 12.6 - Arbitration Release Time

The following statement on worker participation in grievance arbitration hearings is agreed to:

- 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.

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- 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.

G.13 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.

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APPENDIX A CONTRACTING OUT PILOT PROJECT

COUNTY-WIDE CONTRACTING OUT - EFFECTIVE NOVEMBER 1, 1976

- 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 exceed twenty-five thousand dollars (\$25,000) for; (1) current work now being done by classifications represented by the Union; (2) new work not now being done but otherwise specifically included within job specifications of classifications represented by the Union; 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) Notice from County is to be given in writing to Union by personal delivery or certified mail. Union 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 shall attempt to respond sooner, if possible.
- c) County and Union shall meet and confer 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.
- d) 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 prior to meeting of Board; provided nothing herein shall hamper the Board's lawful exercise of authority under State law in emergency situations.